

Logimeter Employee Policies & Procedures

(Updated October 2024)

Relevant Legislation

This policy has been developed with due consideration to the Basic Conditions of Employment Act of 1997, and the Company's existing practices and contracts of employment/written agreement. To the extent that there is a conflict between this policy and a practice, this policy will prevail. To the extent that there is a conflict between this policy and a contract of employment/written agreement, the latter will prevail.

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1. POLICY ISSUES RELATED TO EMPLOYMENT

This document sets out the Policies and Procedures of Admeter South Africa (PTY) LTD T/A Logimeter (hereafter referred to as the Company). All company policies and procedures, rules and regulations, and the Company's Disciplinary Code form part of the Employment Contract and may be amended from time to time.

1.1 Probation

- The employment of new employees is subject to a probationary period of between three (3) and six (6) months depending on the seniority and type of position. This is reflected in your contract.
- During the probationary period, respective Managers shall monitor the new employee's ability to perform a job at a particular level. Line managers/Managers shall be responsible for the day-to-day supervision of employees on probation through training, offering guidance and advice and monitoring progress.
- Should circumstances dictate that the employee takes leave during the probationary period, the probation period can be extended with the number of leave days taken during the period.
- In the event of unsatisfactory work performance, the line manager/Manager shall immediately implement the relevant processes. If the performance does not improve, possible actions are the extension of the probation period or termination thereof. Termination of probation can happen during the probation period and the Company will adhere to the principles of fair procedure as set out in **Schedule 8 of the Labour Relations Act 1995** where formal dismissal procedures will be followed. When dismissal is considered, the employee will be afforded the opportunity to state her or his case.
- The employer is the best judge of whether an employee possesses the necessary attributes to perform the inherent requirement of the job in accordance with the employer's work performance standards.
- The employer shall monitor the employee's performance during the probationary period, in terms of (but not limited to) attendance, adherence to and maintenance of work performance standards, evaluation of key

performance areas, the employee's ability to handle stress and job pressures, the employee's ability to "get along" with fellow employees and generally fit into the corporate culture of the Company.

- The employee will be counselled on any shortcomings during the probation period, and be given a reasonable opportunity to improve to the required degree. Should the required improvement not take place, the employer reserves the right to offer or decline to offer the employee a permanent contract of employment.
- Monthly check-ins will be scheduled to track against KPI/SMART goals to evaluate performance.
- During the period of probation, or at any other time, the employee may be required to undergo training (either internally or externally) and should the employee fail to successfully complete the required training, this will be seen as negative when deciding the continuation or termination of the Contract of Employment.
- The obligations of the Company and the employee during the probationary period are as follows:
 - The Company will ensure that the employee is inducted and receives the necessary training and guidance to understand and meet the requirements of his/her position.
 - During the probationary period, the Company shall meet with the employee, formally or informally, to evaluate his/her performance and give him/her the necessary training, guidance and counselling to ensure satisfactory performance. In addition, should performance fall short of expectation – the employee will be formally advised thereof.
- During the probation period, either party may terminate the employment contract with the following period of notice:
 - One (1) weeks' notice during the first month of employment.
 - Two (2) weeks' notice during the balance of your probationary period

- Please refer to your Contract of Employment for notice periods after probation.

1.2 Induction

The employer will take the employee through an induction programme which will include, but not be limited to, the following:

- History, values and vision of the company
- HR policies and procedures as well as any other matters which pertain to Human Resources
- Product and service training
- Role Specific Requirements

2. LEAVE POLICY

2.1 Purpose

The purpose of this leave policy aims to establish clear guidelines and procedures for the management of employee leave entitlements. It is designed to ensure fairness, consistency, and compliance with relevant labour laws while promoting employee well-being and operational efficiency. By providing a framework for the accrual, utilisation, and administration of leave, this policy strives to facilitate effective resource management, maintain operational continuity, and foster a healthy work-life balance for all employees.

2.2 Scope

This policy applies to all employees, employed on an indefinite basis or for a limited duration, who by virtue of the length of their employment, are entitled to leave in accordance with the Basic Conditions of Employment Act of 1997 (the BCEA), existing practices or contracts/written agreements.

Annual Leave

2.3 What is leave?

Leave is the time an employee is permitted to take off work during otherwise normal working hours which they are entitled to, by law, or

contract/agreement.

The various types of leave that governed by the BCEA are:

- Annual Leave
- Sick Leave
- Family Responsibility Leave
- General Parental, Adoption and Commissioning Parental Leave
- Maternity Leave

2.4 Types of Leave

2.4.1 Annual Leave

2.4.2 What is annual leave?

Annual leave is the number of paid days each year that an employee is entitled to be absent from work

2.4.3 Annual leave cycle

An annual leave cycle is the 12 month period of employment with the Company following:

- An employee's commencement of employment; or
- The completion of an employee's prior leave cycle.

2.4.4 Annual leave entitlement

At Logimeter the number paid annual leave to which the employee is entitled **is stated in the employee's Contract of Employment** (which adheres to the minimum requirements of the BCEA)

In terms of the BCEA an employee is entitled to at least 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle

(statutory leave), which converts to 15 working days for employees who work 5 days per week.

Annual leave is split into 2 categories namely:

- Statutory leave: In terms of the BCEA, an employee is entitled to at least 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle (statutory leave), which converts to:
 - **15 working days for employees who work 5 days per week.**
- Non-statutory leave: Any leave granted in excess of 21 consecutive days per year is not regulated by the BCEA and is referred to as non-statutory leave. Employees are entitled to the following non-statutory leave per year:
 - employees who have uninterrupted service of 1 year will be awarded one extra day of leave per completed year worked. This is capped at an additional 5 days (i.e. 20 days).

2.4.5 Accumulation & Forfeiture

Annual leave may not be accumulated and must be taken within 6 months after the end of annual leave cycle (i.e. 18 months from the accrual date), failing which it will be forfeited.

For example:

Michelle accrues 18 days leave annually, her start date is 01 March. Should Michelle not take her leave by 01 March of the following year, she will have 6 months in which to take it (i.e. until 31 August) failing which it will be forfeited.

Leave balances may not have a negative balance beyond one month i.e. if your annual leave allocation is 15 days per annum your leave balance must never be below -1.25 days. Any changes to this clause will only apply to employees who have been at the company for longer than two (2) years and only at the discretion of management. Annual leave shall be granted only at the discretion of

the employer, as provided for in section 20 (10) (b) of the Basic Conditions of Employment Act.

2.4.6 Other Provisions related to Annual Leave

- **When to take leave**

Annual leave may be taken during a period that is mutually agreed or as determined by the company.

- **Annual shut down**

The Company shuts down during the period between Christmas and New Year and the employee is required to take a portion of their annual leave during this time.

- **Public holidays during annual leave**

Public holidays that fall during an employees' period of leave do not count as annual leave.

- **Maternity or parental leave**

An employee will continue to accumulate annual leave whilst on maternity or parental leave.

- **Leave Application**

Employees must apply for annual leave by advising their line manager of the proposed leave dates, capturing the leave on Payspace and then also placing it in the shared staff leave calendar on Google (after approval).

4.5 Sick Leave

4.5.1 What is sick leave?

Sick leave is when an employee is absent from work through sickness or injury.

4.5.2 Sick Leave Entitlement

- In accordance with the Basic Conditions of Employment Act, section 22, employees are entitled to 30 days paid sick leave in every 3-year cycle, commencing on the first day of employment.
- During the first 6 months of employment, the employee is entitled to 1 day of paid sick leave for every 26 days worked. (BCEA SECTION 22 (3))
- On the first working day of month number 7, the balance of the 30-day entitlement becomes available to the employee.

4.5.3 Conditions of Granting Sick Leave

- The Company will pay an employee for any legitimate sick leave taken within each sick leave cycle and up to a maximum of the entitlement described above.
- In the event of absence due to sickness for more than two consecutive days, the employee will be required to produce a valid medical certificate to receive payment therefore.
- A valid medical certificate constitutes the following:
 - It must state the employee was unable to work for the duration of the absence on account of illness or injury.
 - It must be issued by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- The Company is not required to pay an employee if the employee has been absent due to illness or injury for more than 2 consecutive days, or on more than two occasions during an eight-week period, without the employee producing a valid medical certificate.
- Notwithstanding the above, a medical certificate will be required in all cases of illness on the day immediately preceding and succeeding a weekend (or scheduled days off) or a public holiday.
- If it appears that sick leave is being abused, the Company may require the employee to produce a medical certificate or other reasonable proof of reason for absence even if the absence is only for a day or part of a day.

- The Company may also require an employee to see a medical practitioner of the Company's choice at the Company's cost.
- If no reasonable proof of illness can be demonstrated in the above, an employee will not be entitled to paid sick leave.
- If an employee is sick or due to be absent for any other reason, the employee must call their manager or line manager as early as possible and no later than the start of the shift on the first day of absence. However, also communicate the duration of their absence as per policy.
- Text messages or messages through fellow employees or third persons are not allowed. It is an employee's responsibility to make sure that they have the contact number of their manager.
- Furthermore, the employee must immediately notify the Company of the intended duration of the sick leave once a valid medical certificate has been issued.
- An employee shall not be entitled to paid sick leave in respect of such periods of absence from work for which compensation is payable in terms of the Compensation for Occupational Injuries and Diseases Act of 1993.
- A sick leave application must be completed for each instance of sick leave.
- Any sick leave taken more than the stipulated entitlements will be regarded as unpaid leave.

4.6 Family Responsibility Leave

4.6.1 What is Family Responsibility Leave?

Family Responsibility Leave is paid leave that an employee is entitled to:

- When the employee's child is sick.
- In the event of death of a member of the employee's immediate family which includes:
 - The employee's spouse or life partner; and
 - The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

4.6.2 Family Responsibility Entitlement

- An employee is entitled to a period of 3 days paid leave per annum in the circumstances described above.
- Family responsibility leave applies only to an employee who has been in the Company's employment for at least 4 months and works for at least 4 days per week
- Family responsibility leaves lapses annually.

4.6.3 Conditions of granting Family Responsibility Leave

- The employee must notify their line manager as soon as it is reasonably possible after becoming aware of a circumstance which qualifies for family responsibility leave.
- The employee must provide supporting documentation for the application for this leave prior to the leave being granted, or, if not possible as soon as possible thereafter.

4.7 General Parental, Adoption and Commissioning Parental Leave

4.7.1 What is General Parental, Adoption and Commissioning Parental Leave?

Parental leave in a broader sense is leave that an employee is entitled to:

- On the birth of their child (excluding maternity leave, which is dealt with separately).
- On the adoption of a child under the age of two years.
- On commencement of commissioning parental leave (in the case of surrogate motherhood).

4.7.2 Parental Leave

- An employee, who is a parent* a child is entitled to at least 10 consecutive days of parental leave, when the employee's child is born, or adoption is granted, or the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order.
- An employee who wishes to take parental leave must apply for leave in writing at least 1 month before the date of commencement of the leave.

- While the Company does not pay an employee during the period of parental leave, the employee may apply for parental leave benefits online, or at the office of the Unemployment Insurance Fund at the nearest Labour Centre of the Department of Employment and Labour.
- This leave entitlement does not apply to employees who take maternity leave.

**This is normally the biological father (paternity leave), but could also be the adoptive or commissioning parent who elects to take 10 consecutive days' leave, as opposed to 10 consecutive weeks' leave (only one parent may take and receive UIF benefits for 10 consecutive weeks' leave). Maternity leave is dealt with separately.*

4.7.3 Adoption Leave

- An employee, who is an adoptive parent of a child who is below the age of two years, is entitled to 10 consecutive weeks' adoption leave, or 10 consecutive days' parental leave days when adoption is granted, or the child is placed in their care, as prospective adoptive parent by a competent court, pending the finalisation of an adoptive order.
- An employee who wishes to take adoption leave must apply for leave in writing at least 1 month before the date of commencement of the leave.
- While the Company does not pay an employee during the period of adoption leave, the employee may apply for adoption leave benefits online, or at the office of the Unemployment Insurance Fund at the nearest Labour Centre of the Department of Employment and Labour.

4.7.4 Commissioning Parental Leave

- An employee, who is a commissioning parent in a surrogate motherhood agreement, is, subject to section 25(6) of the BCEA, entitled to 10 weeks' consecutive commissioning parental leave or 10 consecutive days' parental leave, when the child is born as result of a surrogate motherhood agreement.

- An employee who wishes to take commissioning parental leave must apply for leave in writing at least 1 month before the date of commencement of the leave.
- While the Company does not pay an employee during the period of commissioning parental leave, the employee may apply for commissioning parental leave benefits online, or at the office of the Unemployment Insurance Fund at the nearest Labour Centre of the Department of Employment and Labour.

4.7.5 Conditions for Granting General Parental/Adoption/Commissioning Parental leave

- **Parental Leave**

The employee must notify the Company as soon as is reasonably possible once becoming aware of an event which qualifies General Parental/Adoption/ Commissioning Parental Leave.

- The employee must provide proof supporting the application for this leave prior to the leave being granted.
- An employee must apply for parental, or adoption leave in accordance with the procedures, listed separately.
- The Company is aware that the circumstances relating to the expected date of birth, or the adoption of a child may change, and it will be incumbent on the employee to keep the Company abreast of any changes as and when such information becomes available.

4.8 Maternity Leave

4.8.1 What is Maternity Leave?

A female employee is entitled to maternity leave to allow adequate time to prepare for the birth of the child, to recover after the birth and to care for and bond with the child.

4.8.2 Maternity Leave Entitlement

- Female employees are entitled to 4 (four) months maternity leave.
- Maternity leave may commence within any time from 4 (four) weeks before the expected date of birth.

- If the Logimeter agrees, and with the consent of the employee's medical practitioner, the employee may re-commence work again 6 (six) weeks after the birth of the child.

4.8.3 Conditions for Granting Maternity Leave

- In terms of section 25 of the Basic Conditions of Employment Act, the pregnant employee is permitted to take four months of unpaid maternity leave. It is Logimeter's policy that should the employee be a full-time employee (not a contract, not casual or a temp) and has passed their probation, the employee will receive:
 - 50% of her salary each month for four months **or**
 - 100% of her salary for two months.
- The employee must ensure their responsibilities are appropriately covered during this time, and that a complete handover has taken place. Teams must recognise that they may be shouldering additional load during these times.
- The employee should not return to work for at least six weeks after the birth of the child. Concessions may be allowed upon written permission from the employee's doctor or midwife.
- Logimeter, together with our payroll processing partner, Private Clients Holding (PCH), will assist the employee with any documentation required by the Department of Labour for any UIF Maternity claims. It is however the responsibility of the employee to make contact with, submit to and manage any UIF Maternity claims with the Department of Labour. The amount of the UIF Maternity claim must be ascertained by communicating directly with the Department of Labour.
- Any non-target based Sales Commission due to the employee will still be paid while on maternity leave.
- Any Logimeter Group Benefits will continue to be calculated at the full employee salary for the duration of the maternity leave.
- Any other benefits derived as a result of normal working hours e.g. Home Internet, Travel claims, will not be paid during the course of the maternity leave.

- Should the employee leave the Company's employment for any reason before the expiry of 12 (twelve) months after the return to work, the employee will refund the Company the full supplementary amount that the employee received and such an amount, or part thereof, may be deducted from the remuneration or other monies that monies that are due to the employee upon termination of the employee's employment.

4.9 Study Leave

4.9.1 What is Study Leave?

- Study leave is any period granted to an employee to complete examinations in respect of a course, diploma, professional registration, degree, or postgraduate Degree.
- The Basic Conditions of Employment Act 1997 (Act 75 of 1997) makes no stipulation on employers concerning the granting of study leave. However, Logimeter believes it is important to study and develop the skills necessary to improve yourself and grow in your position.
- Therefore an employee studying towards a qualification or a programme that will, ultimately, benefit that person's performance, will be granted one (1) day's paid leave for the purpose of writing the exam. Should an employee not pass the exam at the first sitting, they will be required to take annual leave when they rewrite.

4.9.2 Study Leave Entitlement

The cap on paid study leave is three (3) days per person per annum. For study leave to be granted the employee must show that the chosen qualification or programme is one that matches the skills set required for individual growth within Logimeter.

4.9.3 Conditions for Granting Study Leave

- Any study leave will be granted at the sole discretion of the Logimeter, where it deems the course, diploma, professional registration degree or postgraduate degree to enhance an

employee's educational or professional development and which will enhance the employee's contribution to Logimeter.

- Study leave will be paid.
- In the event of the employee requesting leave in addition to the entitlement above, such leave will be deemed to be annual leave
- Proof of exam registration/sitting, as well as results/marks, must be furnished.
- Unless there have been discussions/negotiations/arrangements made with management prior to appointment, there are no exceptions to this policy.

4.10. Unpaid Leave

4.10.1 What is Unpaid Leave?

Unpaid leave is leave that is taken during a period that is not paid for by Logimeter in terms of the applicable legislation or this Policy.

4.10.2 Unpaid Leave Entitlement

There is no prescribed entitlement to unpaid leave. Once an employee's leave entitlements in terms of any of the other categories described by the applicable legislation or this Policy (with the exception of annual leave) have been exhausted, the employee's absence will be regarded as unpaid. An employee whose annual leave has been exhausted may take unpaid leave in special circumstances.

4.10.3 Conditions for the Granting of Unpaid Leave

In the event of an employee applying for unpaid leave, it may, if justified in the discretion of Logimeter, be granted on such terms as determined by Logimeter.

5. REMUNERATION & BENEFITS

5.1 Remuneration

The employee's remuneration will be calculated monthly and in arrears and paid into an account with a South African financial institution as nominated by the employee. Should the employee change financial institutions during his or her employment he/she agrees to notify the employer in writing by no later than the middle of the month.

Salaries will be reviewed annually as per the employee's start date or at such other time that may be mutually agreed upon. The package may be increased at that time however the granting of any salary increase and the amount thereof shall be at the sole discretion of the company and will be dependent on both individual and company performance.

There is no general duty upon the employer to pay a bonus or 13th cheque and the Basic Conditions of Employment Act 1997 does not make any provision for bonuses however, the employer will endeavour to pay a discretionary bonus to employees at the end of each year. This bonus is considered a recognition of contribution. The payment of bonuses, as with increases, will be dependent on individual and company performance. The employer is not contractually obligated to pay bonuses.

5.2 Company Paid Benefits

Upon commencement of employment, employees will be eligible for the following benefits:

- **Discovery Life Group Risk benefits:**

The company will pay for Group life cover, as well as Income Continuation Benefit should you become partially or fully disabled.

- **Mileage Allowance (Role dependent):**

The company will pay the AA rate for your vehicle mileage that has been taken to meet with clients outside the office. This must be claimed monthly by attaching the mileage report from JO Tracker into Expensify and submitting for approval.

- **Phone/Data Allowance (Role dependent):**

The company will pay for a specific package or a fixed % or a fixed monthly amount of your existing phone/data arrangements. The

contract will be in your name. This must be claimed monthly by attaching the Phone/data month account invoice in Expensify and submitting it for approval.

Note that this benefit is dependent on your role.

- **Home fibre connectivity:**

The company will contribute up to a max of R700 per month for your home fibre connectivity. This is to ensure that everyone has fast and reliable connectivity in order to facilitate a more efficient Work from Home situation according to our work from home policy.

You must complete the following [Google Form](#) and upload your monthly statement by the 17th of every month.

The company does not currently contribute to any medical schemes, retirement plans or provident funds and, as such, it is the duty of the employee to ensure that they have necessary cover with regard to the above.

5.3 Deductions

The employer shall be entitled to deduct from the employee's remuneration any monies owed to it, by the employee, for any reason whatsoever.

Remuneration packages will also be subject to the following deductions:

- PAYE/SITE or any other statutory requirements;
- Unemployment Insurance contribution;
- Any other deduction permitted by law in terms of the employment contract.

6. PERFORMANCE MANAGEMENT POLICY

6.1 Purpose

The purpose of this Performance Management Policy is to establish a framework for setting, monitoring, and evaluating employee performance through the use of SMART Goals. This policy aims to ensure alignment with organisational objectives, enhance employee development, and drive performance improvements. SMART goals will be project and role based.

6.2 Scope

This policy applies to all employees of Logimeter, including full-time, part-time, temporary, and contract staff.

6.3 Definition of SMART Goals

SMART Goals are objectives that are:

- **Specific:** Clearly defined and unambiguous.
- **Measurable:** Quantifiable or able to be measured to track progress.
- **Achievable:** Realistic and attainable given resources and constraints.
- **Relevant:** Aligned with broader organisational goals and priorities.
- **Time-bound:** Accompanied by a clear deadline or timeframe.

6.4 Goal Setting

All performance goals must adhere to the SMART criteria. Managers and employees are required to collaborate in setting goals that are:

- **Specific:** Outline precisely what needs to be accomplished.
- **Measurable:** Define metrics or indicators of success.
- **Achievable:** Ensure the goal is feasible given the resources and constraints.
- **Relevant:** Align with the company's strategic objectives and the employee's role.
- **Time-bound:** Set deadlines or milestones for achieving the goals.

6.4.1 Goal Setting Process

6.4.1.1 Initial Discussion:

Managers and employees should engage in a discussion to identify key objectives and desired outcomes.

6.4.1.2 Drafting Goals:

Develop draft goals using the SMART framework and template.

6.4.1.3 Review and Agreement:

Review goals for clarity, feasibility, and alignment with organisational objectives (Company goals). Finalise and document agreed-upon goals.

6.4.1.4 Documentation:

Record goals in the performance management system or relevant documentation.

6.5 Performance Monitoring

6.5.1 Regular Check-ins

Managers should conduct monthly check-in to review progress against SMART Goals. These meetings provide an opportunity to:

- Discuss progress and address any challenges.
- Adjust goals or action plans as necessary based on changing circumstances or new information.
- Provide feedback and support to facilitate goal achievement.

6.5.2 Performance Reviews

Formal performance reviews will be conducted annually or biannually to assess overall progress, achievements, and areas for improvement. During these reviews:

- Evaluate the degree to which SMART Goals have been met.
- Discuss successes, obstacles, and developmental needs.
- Set new goals or adjust existing ones as part of the ongoing performance management process.
- Review 360 peer review feedback.

6.6 Performance Improvement

6.6.1 Identifying Gaps

If an employee is not meeting their SMART Goals, managers should work with the employee to identify and address gaps. This may involve:

- Providing additional resources or training.
- Adjusting goals or expectations if necessary.
- Offering constructive feedback and support.

6.6.2 Action Plans

Develop action plans to address performance issues, including specific steps, resources needed, and timelines for improvement. Regular follow-up is essential

6.7 Policy Review

This policy will be reviewed annually to ensure its effectiveness and relevance. Feedback from employees and managers will be considered in the review process.

6.8 Responsibilities

- **Managers:** Responsible for setting SMART Goals, monitoring performance, providing feedback, and supporting employee development.
- **Employees:** Responsible for actively participating in goal setting, striving to achieve their SMART Goals, and seeking feedback and support as needed.
- **HR Department:** Responsible for overseeing the performance management process, providing training on SMART Goals, and ensuring policy compliance.

7. Restraint of trade

The employee warrants that he/she is not under any obligation or Restraint of Trade agreement or confidentiality agreement resulting from any previous or existing contract or arrangement with any person, company, firm or corporation or organisation, which is inconsistent with or in conflict with this agreement or which would prevent, limit or interfere in any way with the performance by the employee of his/her obligations to the Company or his/her duty or loyalty to the Company.

In accepting employment with the Company, it is acknowledged that during the course of his/her employment or other association with the Company, the employee will develop a close and personal relationship with the clients of Logimeter and that the employee may, in the course of his/her duties, have access to all confidential information of Logimeter.

Such access may include, but is not limited to, information in relation to financial and marketing operations, customer database, technical information and the Company's terms conditions and methods of conducting its business, and/or any other information, confidential or otherwise.

The employee is prohibited, both during the tenure of the existing employment contract, and for a period of unlimited duration after the termination of the existing employment contract, in any capacity whatsoever, from disclosing or discussing any information of whatsoever nature, including but not limited to, trade secrets, names of clients or other client information, methods of operation, information regarding systems, technical know-how, financial information, or any other information of whatsoever nature, too, by or with any person other than the employer.

Employees are prohibited from canvassing or contacting any customers, clients, or business contacts for personal objectives or interests during their employment. This includes, but is not limited to, soliciting business, promoting personal services, or engaging in any activities that may conflict with the interests of the company. Violations of this clause may result in disciplinary action, up to and including termination of employment.

This restriction is applicable during the tenure of the employment contract with Logimeter and continues to be of full force and effect after the termination of the employment contract with the Company, for a period of unlimited duration.

The Employee further agrees not to solicit or attempt to solicit or accept any business - whether directly or indirectly on his/her own behalf or behalf of another party or in conjunction with another party - with any Logimeter customer or active prospect. This non-solicitation relates specifically to the products, solutions and domain that Logimeter operates.

The employee undertakes further not to persuade or attempt to persuade in any way or to solicit, encourage or procure or attempt to solicit, encourage or procure the services of any employee of the Company or approach in any manner whatsoever any employee of the Company to terminate that employee's employment contract with the Company.

The area of confidentiality and restraint terms and conditions shall apply to any geography the company sells in and will apply for a period of 24 months after termination of the employee's employment contract with the Company.

The employee acknowledges that the restraints and restrictions placed upon him/her are reasonable as to subject matter, geographical area and duration.

The employee acknowledges further that his/her experience, qualifications, knowledge and capabilities are such that he/she will be able to obtain the employment after termination of his/her employment contract with the Company, and that such employment will not impinge upon or contravene any of the conditions of this Policy to this agreement, and that enforcement of the restraint will not prevent him/her from earning a livelihood.

8. Other employment

You are expected, at all times during normal business hours, to devote your full attention to the carrying out of your duties. You may not be engaged in any other employment, of whatsoever nature, for the duration of this contract. Exceptions to this may be made at the discretion of The Company. It is the responsibility of the employee to notify his/her line manager of a potential conflict of interest situation and to request any exception. All exceptions must be made in writing and approved by the CEO of The Company. Any violation of this agreement will be considered a breach of contract or trust and may result in disciplinary action, including termination of employment.

9. Hours of work

Flexi-time policy

Flexi-time allows employees a degree of flexibility over their working hours. The purpose of this policy is to help achieve a “work-life balance” for employees, allowing employees to vary their working hours suited to their individual requirements whilst ensuring service standards are maintained and core working hours are adhered to.

There are different aspects to flexi-time and, while we do not subscribe to a “bank” or “credit” system, employees have the discretion to choose and/or vary their start and finish times however, these must fall within the Company’s core working hours and are subject to agreement by the employee’s line manager. The line manager shall be responsible to ensure that each department is adequately staffed during normal hours.

Standard working time

The standard working time defines the time within which an employee would normally work. e.g. 09h00 – 17h00. Line managers shall agree on a general pattern of attendance i.e. starting and finishing times each day including times for lunch breaks and agreed hours within which their service must be available.

Lunch

All employees are required to take a lunch break of at least 30 minutes after 5 hours of working time. Lunch breaks do not count towards normal hours worked and should ideally be an hour.

Core time

Business working hours are between 07h30 – 18h30 and core working hours are between 09h00 and 17h00.

Meetings/seminars/conferences

Employees may be required to attend meetings etc. in the normal course of their work. Hours spent attending the meeting may count towards normal working hours, however not including the travel time to attend such events. This should be agreed with the Manager in advance.

Medical Appointments

Normally, employees on the flexi-time system should make health-related appointments outside of core time whenever possible. Flexi-time should normally be taken to cover routine appointments (e.g. a routine visit to GP or dentist) and should be authorised in advance by the line manager.

The policy of flexi-time is not to be abused and it is the responsibility of the line manager to ensure that this does not happen. Should an employee abuse the right to be flexible they will then be given structured working hours and will have to adhere to these.

The maximum number of hours an employee is expected to work per week is 45 however, we ask that you refer to your contract with regard to overtime and general hours of work.

10. Absenteeism and attendance

Absenteeism and attendance is guided by the disciplinary policy (refer to section 9 of this document).

Absenteeism is any instance where an employee is absent from the workplace or from his workstation, without authority.

This, therefore, includes total absence from the workplace; it includes extended tea breaks, extended lunch breaks, extended smoke breaks, and any other absence from the workstation without authority.

Absenteeism includes late coming, and a failure to arrive at work for previously agreed on overtime.

Absence after permission has been refused is extremely serious - as well as the failure of the employee to pitch for overtime work after he/she has previously agreed to work it.

11. Attendance

The employee's normal working hours are stipulated in the employee's Contract of Employment.

The employee may be requested to work overtime as required, by prior arrangement.

Remuneration for overtime worked shall be as arranged and agreed with management prior to the overtime being worked.

The hours of work as stated in the employee's Employment Contract constitutes a contractual agreement between employer and employee. Any violation of that agreement constitutes a breach of contract - which is a serious matter.

Employees are expected to not stay away from work without a valid and acceptable reason, and employees should not absent themselves without prior authority where possible.

Should an employee find that they are unable to attend work on any particular day, and no prior authority has been obtained, then the employee is required to notify his/her immediate superior or other authorised person, before 9 am on the day in question, of the reason for the absence and the estimated date of return to work.

Employees who fail to act as above shall be charged with misconduct and disciplinary action shall be taken.

The same requirement is applicable in the event of late-coming. If the employee concludes that they are likely to arrive at work late, for whatever reason, the

employee is required to notify the immediate superior or other authorised person of the reason for the lateness, and the expected time of arrival at work.

If nothing else, it is only courtesy to do so – which enables the employer to make whatever arrangements are necessary to ensure continuity of business.

Habitual late-coming, or repeated instances of unjustified or unauthorised absenteeism, will be treated as misconduct and disciplinary action will be taken, which may lead to dismissal.

Employees, who have absented themselves for five days or longer without notifying the employer, shall be deemed to have deserted. Disciplinary procedures to be followed.

12. COMPANY ASSETS

Protect the Company's assets, and use those assets in the manner intended. Do not use Company assets for your personal benefit or the benefit of anyone other than the Company.

Use common sense: For example, the occasional personal phone call or email from your workplace is acceptable. Excessive personal calls or email is a misuse of assets.

Permission for the additional personal use of assets must be granted by your line manager. Should any damage occur to Company assets, outside of work and while in your possession you may be liable for the damage. The same will apply in the event of theft outside of the office. If you are travelling with a laptop (or any other electronic device), it must be stored in the boot of your car (please refer to our notebook/electronic device Policy).

Theft of Company assets—whether physical theft such as the unauthorised removal of a Company product, equipment or information, or theft through intentional misreporting of time or expenses—may result in dismissal.

Examples of Company Assets

- Company money
- Employees' time at work and work product
- Computer systems and software

- Cell Phones
- Headsets
- Wireless communication devices
- Proprietary information
- Company trademarks
- Use of Time, Equipment and Other Assets
- Office supplies (e.g. groceries, alcohol etc.)

Do not engage in personal activities during work hours that interfere with or prevent you from fulfilling your job responsibilities.

Notebook PC/Electronic Device policy

The above refers to, but not exclusively, PC's, Notebooks, Laptops, Netbooks and Tablets (or any other Electronic Device used for the purpose of conducting company business) hereafter referred to as Electronic Devices.

Electronic devices are Company assets that are provided to employees at Logimeter for work purposes only and to carry out work efficiently and effectively.

Custodianship

An employee to whom an Electronic Device has been allocated or provided is responsible for the safety and custodianship of the Electronic Device in the office as well as outside the office (should the need to work from home/take work home arise). The employee is also responsible should they need to take the Electronic Device with them to a client/presentation and/or meeting.

Insurance

Electronic Devices are not insured outside of the office and neither does household insurance cover Company property in the home of an employee unless specified in an insurance policy. It is the responsibility of the employee to ensure that the Electronic Device is kept safe at all times both within the office and in the event that it is necessary to take the Electronic Device offsite.

Software licensing

The only software that has been approved by the Company may be loaded on an Electronic Device.

Cartage

An Electronic Device must always be carried in a padded carry bag which will be provided by the Company.

Loss of Electronic Device and accessories

If an Electronic Device or any of its accessories is lost due to outright negligence, an employee shall make good the loss financially. If an Electronic Device is wilfully or negligently damaged, an employee shall make good the damage financially.

Tips for caring for an Electronic Device.

- Because an Electronic Device is so portable, they have become a prime target of thieves
- When you are travelling, make sure that your Electronic Device is always in sight and, if possible, make sure that it is strapped to your body
- Never leave your Electronic Device in the backseat of your car or in a place at home that is close to a window
- Be especially alert in hotels, airports, restaurants, conference centres, meeting places, at railway stations and bus stops. Thieves tend to target travellers on business at these places
- When you are going through a metal detector at a security checkpoint, hold your Electronic Device in your hand until the operator has cleared the scanner. Do not put your Electronic Device carry bag on the conveyor belt until you can fix your eyes on it and follow it right through. Be extremely wary of distractions from behind while your Electronic Device is going through the belt. One person typically sets off the metal detector, thus holding up the line, while his or her collaborator grabs the Electronic Device which has been set down on the conveyor belt too early
- Always carry the Electronic Device as hand baggage onto the aircraft. Under no circumstances should you allow it to be sent with luggage under the carrier of the aircraft
- Keep a record of your Electronic Device make, model, serial number and in your diary or on your Phone. These must be kept on your person and not in the Electronic Device carry bag. You may need this information to open a police case in the case of theft and to facilitate a speedy recovery
- If you are going to a meeting where you are going to make a presentation, keep your presentation material on a flash disk. Do not just rely on the copy on the hard drive of your Electronic Device. Keep the flash disk on your person and not inside the carry bag

No food or drink may be brought or consumed near an Electronic Device.

Use of an Electronic Device other than as a work facility:

- An Electronic Device user shall not use the Electronic Device for private financial gain.
- An Electronic Device will perform periodic backups/virus scans/data synchronisation. Please let these run and do not shut down your Electronic Device prior to completion. Doing so will jeopardise the security and efficacy of the Electronic Device.
- The data or documents on any office Electronic Device are the property of the Company. Please refer to our Electronic Communications Policy in this regard.

13. DISCIPLINARY POLICY

13.1 Purpose and scope of the policy

13.1.1 The purpose of the disciplinary policy is to establish a clear, fair and consistent framework for managing employee behaviour and performance at Logimeter.

13.1.2 This policy applies to all employees of Logimeter

13.1.3 Any wilful, intentional and negligent behaviour by an employee which does not meet the required standard set by Logimeter will be regarded as misconduct that could lead to disciplinary action against an employee. Examples of misconduct range from minor issues such as late coming for work to very serious misconduct such as theft or fraud.

13.1.4 Logimeter may amend this Disciplinary Policy when deemed necessary.

13.2 Supersedence

This policy replaces all previous disciplinary policies regarding matters contained herein.

13.3 Principles

13.3.1 Discipline should be enforced fairly and promptly, be lawful and reasonable and should be applied consistently to all employees.

13.3.2 The norms of procedural and substantive fairness should be applied and Maintained in all disciplinary discussions and enquiries as envisaged by the

Code of Good Practice: Dismissal in Schedule 8 of the Labour Relations Act 66 of 1995.

13.3.3 Discipline should be applied progressively in that disciplinary sanctions should increase depending on the repetition of transgressions or the severity of the transgression. Progressive discipline will be applied based on the frequency of transgression(s). Serious breaches of the workplace rules could result in dismissal, even if it is a first time transgression.

13.4 Procedure

13.4.1 Guidelines for Discipline

This guideline provides a list of possible transgressions and applicable recommended sanction/s. The following general comments about guidelines are important

- Each case is unique, and the suggested sanctions are only guidelines on how certain categories of misconduct should be approached. Accordingly, the list of transgressions and recommended sanctions should not be seen as exhaustive or cast in stone.
- It is impossible to list every possible type of conduct which may occur. Some transgressions are so obvious or trite that it is unnecessary to list them. Logimeter reasonably expects employees to have knowledge of these transgressions and their consequences, for example, that stealing company property will be viewed as a serious, dismissible transgression.
- The responsibility of the application of discipline remains the prerogative of management, and as long as it is fair and reasonable, any misconduct will result in disciplinary action.

13.5 Disciplinary Matrix

Description of transgression acronyms:

Acronym	Description	Validity of the sanction
VW	Verbal Warning/Counselling	3 months
WW	Written Warning	6 months
FWW	Final Written Warning	12 months
Dismissal	-	-

1. DUTY TO PROVIDE A SERVICE				
TRANSGRESSION (DESCRIPTION)	1ST TRANSGRESSION	2ND TRANSGRESSION	3RD TRANSGRESSION	4TH TRANSGRESSION
Abuse of sick leave	WW/FWW/Dismissal	FWW	Dismissal	
Failure to adhere to working hours/schedules	VW	WW	FWW	Dismissal
Sleeping on duty	WW	FWW	Dismissal	
Unauthorised/uncommunicated absence from work Note: <ul style="list-style-type: none"> Unauthorised absence means that the employee did not obtain permission for their absence according to company policy. Uncommunicated absence means that the employee did not notify their employer about their absence in advance or according to the company's procedures for reporting absences. 	VW (1 day absent)	WW (2 days absent)	FWW (3 days absent)	Dismissal (4 days or more absent)
Desertion	Dismissal			
Unreasonable refusal to work overtime	FWW/Dismissal	Dismissal		

	sal			
Wasting company time and resources (private calls, internet use, social media, idleness, loafing etc.)	VW	WW	FWW	Dismissal

2. DUTY OF RESPECT				
TRANSGRESSION (DESCRIPTION)	1ST TRANSGRESSION	2ND TRANSGRESSION	3RD TRANSGRESSION	4TH TRANSGRESSION
Insubordination/Refusal to carry out a lawful and reasonable instruction	FWW/Dismissal	Dismissal		
Failure to provide good customer service	WW/FWW	FWW/Dismissal	Dismissal	
Impertinence, insolence, rudeness or disrespect	VW/WW/FWW	WW/FWW/Dismissal	FWW/Dismissal	Dismissal
Use of abusive/derogatory/racist language	Dismissal			
Use of inappropriate language or making obscene gestures or any conduct that diminishes the dignity of another	FWW/Dismissal	Dismissal		
Sexual Harassment	Dismissal			
Threatening comments or behaviour	Dismissal			
Assault and/or attempted assault and/or threat of assault (verbal or physical) or inciting other employees to violence	Dismissal			
Viewing, downloading, accessing or distributing pornographic or racist material in any format at work or on company assets	Dismissal			

4. DUTY TO BE HONEST				
TRANSGRESSION (DESCRIPTION)	1ST TRANSGRESSION	2ND TRANSGRESSION	3RD TRANSGRESSION	4TH TRANSGRESSION
Dishonesty of any kind including theft, fraud, bribery, corruption, forgery, making false statements or giving false evidence, misappropriation or misapplication of money and/or company property	Dismissal			
Any effort, conspiracy or cooperation to commit or be an accessory to any of the abovementioned transgressions	Dismissal			
Unauthorized removal, possession, concealment or use of property of the company, colleagues or customers	Dismissal			
All forms of misrepresentation of information (e.g. altering or falsifying any documentation).	Dismissal			
Making false charge or allegation against a colleague, line manager or customer	Dismissal			

5. DUTY TO BE DILIGENT				
TRANSGRESSION (DESCRIPTION)	1ST TRANSGRESSION	2ND TRANSGRESSION	3RD TRANSGRESSION	4TH TRANSGRESSION
Gross negligence/Gross Dereliction of duty	FWW/Dismissal	Dismissal		
Negligence/Dereliction of duty	WW/FWW/Dismissal	FWW/Dismissal	Dismissal	
Failure to comply with company policies and procedures	WW/FWW/Dismissal	FWW/Dismissal	Dismissal	
Accidental damage to property of company	WW/FWW/Dismissal	FWW/Dismissal	Dismissal	

6. DUTY TO DEMONSTRATE ACCEPTABLE CONDUCT

TRANSGRESSION (DESCRIPTION)	1ST TRANSGRESSION	2ND TRANSGRESSION	3RD TRANSGRESSION	4TH TRANSGRESSION
Failure to adhere oneself according to company values	WW/FWW/Dismissal	FWW/Dismissal	Dismissal	
Unauthorized possession or use of firearms or other dangerous weapons on company, customer or supplier premises	FWW/Dismissal	Dismissal		
Participating in or inciting employees to partake in any form of illegal industrial action	Dismissal			
The unauthorised use/consumption/possession/sale/distribution/purchase of alcohol on company or customer premises while on duty	Dismissal			
The use/consumption/possession/sale/distribution/purchase of drugs on company or customer premises while on duty	Dismissal			
Being under the influence of alcohol or drugs on company premises or whilst on duty.	FWW/Dismissal	Dismissal		
Failure to report a work-related accident or damage to company property	FWW/Dismissal	Dismissal		
Failure to adhere to safety/security regulations or other safety procedures	FWW/Dismissal	Dismissal		
Call avoidance, for example intentional dropping of calls, putting callers/customers on mute or hold	WW/FWW	FWW/Dismissal	Dismissal	

inappropriately				
Abuse of company resources, including time, telephone, copier, internet etc.	VW/WW	WW/FWW	FWW/Dismissal	Dismissal
Unauthorized copying of programmes, files or documents etc. belonging to the company	FWW/Dismissal	Dismissal		
Divulging confidential company information, usernames, passwords to a colleague or third party or allowing a colleague or third party to use any of the above or using any of the above belonging to a colleague	FWW/Dismissal	Dismissal		
Off duty conduct or conduct of an employee outside the workplace which impacts negatively on the employment relationship and/or company reputation	FWW/Dismissal	Dismissal		
Acting outside the scope of your authority	FWW/Dismissal	Dismissal		

7. DUTY TO ACT IN GOOD FAITH				
TRANSGRESSION (DESCRIPTION)	1ST TRANSGRESSION	2ND TRANSGRESSION	3RD TRANSGRESSION	4TH TRANSGRESSION
Bringing or attempting to bring the company name into disrepute	Dismissal			
Any effort, favouring, conspiracy or cooperation to commit or be an accessory to any act of misconduct	WW/FWW/Dismissal	FWW/Dismissal	Dismissal	
Failure to report knowledge of misconduct	WW/FWW	FWW/Dismissal	Dismissal	
Unauthorized work for a competitor or	Dismissal			

work in competition with the business of the company				
Conduct that involves conflict of interest or potential conflict of interest with the company	FWW/Dismissal	Dismissal		
Failure to protect the interests of the Company	WW/FWW/Dismissal	FWW/Dismissal	Dismissal	
Making, publishing, posting, giving to the press or any other person, customers or organisation or on any social media platform, a statement or any information concerning an employee, manager, the company and/or its services, products, policies, etc. which is confidential, false, vicious, malicious, offensive or derogatory	FWW/Dismissal	Dismissal		
Unauthorised disclosure of confidential information	FWW/Dismissal	Dismissal		
Failing to disclose conflict of interest	FWW/Dismissal	Dismissal		

8. GENERAL				
TRANSGRESSION (DESCRIPTION)	1ST TRANSGRESSION	2ND TRANSGRESSION	3RD TRANSGRESSION	4TH TRANSGRESSION
Any action that results in the relationship of trust implied in the employment contract, being damaged or broken.	Dismissal			

13.6 Grievance procedure

13.6.1 Interests of employees and the employer

It is in the interests of both employees and the employer to observe a grievance procedure for the purposes of considering and resolving any dissatisfaction or feelings of injustice in connection with an employee's work or employment

situation. Employees and their representatives will not suffer any prejudice as a consequence of lodging a grievance in terms of this procedure.

13.6.2 Exclusions from the grievance procedure

Employees shall not use the grievance procedure:

- To process a disciplinary matter or appeal in relation thereto;
- To negotiate or amend any agreement entered into between the employer and any other party, or to amend the employer's disciplinary procedures.

13.6.3 Time limits

The aim of the grievance procedure is to enable an Employee to have a grievance resolved as quickly and as near to the point of origin as possible, therefore, notwithstanding the stages and time limits, the parties shall deal with matters as quickly as possible. Similarly, where the reasonable investigation of a grievance necessitates a longer time period than that provided for and the reasons, therefore, are disclosed to the other party, such party's consent to extended periods shall not be unreasonably withheld. Only working days shall be taken into account in computing time periods.

13.6.4 Assistance of grievance procedures

An employee who has a grievance may at any stage seek the assistance of a fellow employee to assist them in invoking the grievance procedure.

A fellow employee may be called in to assist in the resolution of a grievance by either party at the appropriate stage of the grievance procedure, provided that the choice as to whether the particular employee is represented or assisted at any stage of a dispute shall not be unreasonably withheld.

13.6.5 Resolution of a grievance

The decision as to whether a grievance has been resolved at any stage of the procedure rests with the aggrieved employee, as does the decision to invoke a subsequent stage of the grievance procedure. If the grievance is resolved, the employee will acknowledge it in writing.

13.6.6 Additional evidence and information

At any stage of the grievance procedure, any party may ask that additional evidence be given or cross-examined and that additional information be provided, at the discretion of the employer.

Stage 1

All grievances shall be raised in writing, with the person in immediate authority over the employee. When an employee alleges that a grievance has arisen out of the act of such Employee's immediate superior, such grievance can be raised orally with the higher authority.

Stage 2

If the grievance is not resolved during the first day, the employee and the relevant person in authority will sign it.

Unresolved grievance

If the grievance is not resolved within 3 (three) working days, it shall be referred to the CEO or another C level member.

Further remedies

In the event that no mutually acceptable resolution of the grievance is reached within one week of it being raised then either party shall be entitled to take appropriate action against the other.

Notwithstanding the fact that procedures prescribed herein may not have been exhausted, either party may take steps to secure relief or promote its interests through the court or other legal dispute resolving procedure if a delay in the initiating of such proceedings could prejudice such party's rights.

Employees cannot expect to have grievances resolved if the employee does not bring the matter to the attention of management. Employees are required to bring grievances to management's attention, and not to leave such matters unresolved. Employees are reminded that to remain silent and then tender a resignation is not the correct method of resolving a grievance.

Recordings and minutes

Minutes or any kind of electronic recording shall be kept of all grievance procedures and proceedings.

13.7 DISMISSALS FOR OPERATIONAL REQUIREMENTS

The Company's policy on retrenchment is based on the Code of Good Practice on Operational Requirements.

The Act defines a dismissal based on the operational requirements of an Employer as one that is based on the economic, technological, structural or similar needs of the Employer.

Dismissals for operational requirements are categorised as "no-fault" dismissals. In other words, it is not the employee who is responsible for the termination of employment. Because retrenchment is a "no-fault" dismissal and because of its human cost, this Act places particular obligations on an employer, most of which are directed toward ensuring that all possible alternatives to dismissal are explored and that the employees to be dismissed are treated fairly.

The obligations placed on an employer are both procedural and substantive. The purpose of the consultation is to permit the parties, in the form of a joint problem-solving exercise, to strive for consensus if that is possible. The matters on which consultation is necessary are listed in Section 189 of the Labour Relations Act.

Proper consultation will include:

- The opportunity to meet and report back to employees;
- The opportunity to meet with the employer; and

If one or more employees are to be selected for dismissal from a number of employees, this Act requires that the criteria for their selection must be either agreed with the consulting party or, if no criteria have been agreed, be fair and objective.

Selection criteria that are generally accepted to be fair include: length of service, skills and qualifications. Generally, the test for fair and objective criteria will be satisfied by the use of the "last in first out" (LIFO) principle. There may be instances where the LIFO principle or other criteria needs to be adapted. The LIFO principle for example should not operate so as to undermine an agreed affirmative action programme. Exceptions may also include the retention of employees based on the criteria mentioned above which are fundamental to the successful operation of the business. These exceptions should however be treated with caution.

Employees dismissed for reasons based on the employer's operational requirements are entitled to severance pay of at least one week's remuneration for each completed year of continuous service with the employer unless the employer is exempted from the provisions of section 196.

If an employee either accepted or unreasonably refused to accept an offer of alternative employment, the employee's statutory right to severance pay is forfeited. Reasonableness is determined by a consideration of the reasonableness of the offer of alternative employment and the reasonableness of the employee's refusal. In the first case, objective factors such as remuneration, status and job security are relevant. In the second case, the employee's personal circumstances play a greater role.

13.8 INCAPACITY DUE TO POOR PERFORMANCE OR ILL HEALTH

13.8.1 Dismissal while on probation

A newly hired employee will be placed on probation for a period that is reasonable given the circumstances of the job. The period will be determined by the nature of the job, and the time it takes to determine the employee's suitability for continued employment.

The probationary employee will be given an opportunity to improve; the probationary employee will be made aware that his work performance is unacceptable; the probationary employee will be counselled and consulted if they are not able to handle the work; the probationary employee will be treated sympathetically and with patience.

Only after these factors have been complied with, and the probationary Employee still fails to perform satisfactorily, then their employment will be terminated following due process.

Dismissal during the probationary period will be preceded by an opportunity for the employee to state a case in response and to be assisted by a representative or fellow employee.

13.8.2 Dismissals for Incapacity - Poor Work Performance (after probation)

After probation, if there is a situation where an employee must be dismissed for unsatisfactory/poor performance the Company will:

- give the employee appropriate evaluation, instruction, training, guidance or counselling; and
- after a reasonable period of time for improvement, if the employee continues to perform unsatisfactorily, manage poor performance.

Procedures

The procedure leading to dismissal will be an investigation to establish the reasons for the unsatisfactory performance and the Company will consider other ways, short of dismissal, to remedy the matter.

A fair procedure encompasses:

- Establishing that the problem is poor performance and not misconduct
- Identifying the causes of the poor performance
- Meeting with the employee and line manager to establish the causes of the poor performance
- In particular, obtain the employee's reasons for the poor performance
- Evaluate the employee's reasons for the poor performance
- Obtain commitment from the employee regarding what action will be taken to rectify the problem
- Inform the employee of what action the employer will take to assist in that process
- Agree on a reasonable time period for improvement
- Follow up and monitor the progress

13.9 GENERAL

13.9.1 Conflict of interest and confidentiality

It is the policy of the Company that all employees are to act in good faith and in the best interests of the Company. To this end, employees must not place themselves or the Company in a position where even the appearance of a conflict of interest may exist. In addition to this general statement of conduct:

Employees of the Company may not have any direct or indirect ownership, position or other investment position in any companies that are suppliers of goods or services to The Company, unless the suppliers are considered to be bona fide public companies.

Employees of the Company with interests in any of the Company's suppliers other than such major companies must arrange through the CEO an agreed date to divest such interests.

Exceptions to paragraph 1 may be made at the discretion of the Company. It is the responsibility of the employee to notify his/her line manager of potential conflict of interest situations and to request any exception. All exceptions must be made in writing and be approved by the CEO of the Company.

“Confidential Information” is defined as all trade secrets and all financial, marketing, customer, supplier and technical information, ideas, concepts, know-how, technology, specifications, drawings, reports, processes and knowledge belonging to the Company which comes into the employee’s possession and which is confidential or of a sensitive nature, but excludes that which is in the public domain.

The employee agrees that as a condition of the employee’s employment with the Company, the employee:

- Will treat the Confidential Information as confidential and will not, without the prior written consent of the Company disclose, publish or communicate or permit the disclosure, publication or communication of the Confidential Information, or any part of it, to any person;
- Will take all action necessary to maintain the confidential nature of the Confidential Information; and
- Will not use or reproduce any of the Confidential Information for any purpose other than employee’s duties with the Company.

Employees of the Company will, on request by the Company, return all documents and other materials in the possession of the employee relating to or containing any confidential information (whether or not such documents were created by the Company) and the employee undertakes not to retain any copies or replicas of any such documents or materials. Return of such documents and other materials does not release the Employee from the Employee’s obligations under this Agreement.

The employee’s obligations under paragraphs 4, 5 and 6 of this schedule are continuing obligations and survive termination of the Employee’s employment with the Company.

In addition to this, an employee must acknowledge that a relationship of trust is central to a contract of employment and you accept that the employment relationship will be conducted on this basis. The company aspires to meet the highest standards of ethical and professional conduct in its dealings with employees, clients, suppliers and the public in general. You will, accordingly, be

expected to accept these standards as your own in the carrying out of your duties and will be expected to conduct yourself honestly and with the utmost good faith at all times in relation to any matter in which The Company has or may have an interest. Any actions or deeds which may bring the Company into disrepute will be seen as a disciplinary offence and dealt with accordingly.

13.9.2 Electronic communication

To remain competitive, better serve our customers and provide our employees with the best tools to do their jobs, the Company makes available to you and gives you access to one or more forms of electronic media and services. The Company encourages the use of these media and associated services because they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the organisation should remember that electronic media and services provided by the Company are Company property and their purpose is to facilitate and support Company business. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.

To ensure that all employees are responsible, the following guidelines have been established for using email and the Internet. No policy can lay down rules to cover every possible situation. Instead, it is designed to express the Company philosophy and set forth general principles when using electronic media and services.

This Policy applies to all employees and any users (remote or local) authorised to access the Company's email and Internet system. This policy also applies to all electronic mail originating through the Company's email lists accessed through the use of the email system.

13.9.3 Prohibited communication

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing;
- Derogatory to any individual or group;
- Obscene, sexually explicit or pornographic;
- Defamatory or threatening;
- In violation of any licence governing the use of software; or

- Engaged in for any purpose that is illegal or contrary to the Company's policy or business interests and could be a breach of the Confidentiality or scenery of the Company's business.

13.9.4 Personal use

The computers, electronic media and services provided by the Company are primarily for business use to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable and acceptable, and all such use should be done in a manner that does not negatively affect the system's use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege. More specifically no employee shall transmit or download any of the Company's confidential information of whatsoever nature to any outside source.

13.9.5 Access to employee communications

Generally, electronic information created and/or communicated by an employee using email, word processing, utility programs, spreadsheets, voicemail, telephones, internet and bulletin board system access, and similar electronic media is not reviewed by the Company. However, the following conditions should be noted: the Company does routinely gather logs for most electronic activities or monitor employee communications directly, e.g. recording telephone calls, telephone numbers dialed, sites accessed, amount and length of internet usage, call length, and time at which calls are made, for the following purposes:

- Cost analysis;
- Resource allocation;
- Optimum technical management of information resources; and
- Detecting patterns of use that indicate employees are violating Company policies or engaging in illegal activity.
- Other training purposes

The Company reserves the right, at its discretion, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and any other Company policies.

Employees should not assume electronic communications are completely private.

Accordingly, if they have sensitive information to transmit, they should use other means.

13.9.6 Software

To prevent computer viruses from being transmitted through the Company's computer system, unauthorised downloading of any unauthorised software is strictly prohibited. Including, but not limited to instant message and remote control programs. Only software registered and/or approved through the Company may be downloaded.

31.9.7 Security/appropriate use

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorisation has been granted by Company management, employees are prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of other employees or third parties;
- Hacking or obtaining access to systems or accounts they are not authorised to use;
- Using other people's log-ins or passwords; and
- Breaching, testing, or monitoring computer or network security measures.

No email or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other employees to access and use Logimeter's internet-based office solutions. For this reason, employees are not permitted to watch, download or view any non-work-related material on YouTube, Facebook and/or other social media sites other than during their lunch hours.

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner. Copyright materials belonging to entities other than this company, may not be transmitted by employees on the company's email/Internet system. All employees obtaining access to other companies' or individuals' materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with

permission, or as a single copy to reference only. Failure to observe copyright or licence agreements may result in disciplinary action.

13.9.8 Email disclaimer

The official disclaimer (below) should always appear at the bottom of all email messages sent out by the Company's employees:

This email contains confidential information intended for a specific individual or entity. If received in error, please notify us immediately by sending this email back to the sender.

13.9.9 Violations

Any employee who abuses the privilege of their access to email or the Internet in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

13.9.10 Disciplinary measures

Should any of the principles of this policy be transgressed or abused, the appropriate disciplinary measures will be applied.

13.9.11 Employee agreement on the use of email and the internet

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the Company's computer and telecommunications equipment and services. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violations of this guideline on the appropriate use of the email and Internet systems may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that my use of the email and Internet may reflect on the image of the Company to our customers, competitors and suppliers and that I have a responsibility to maintain a positive representation of the Company. Furthermore, I understand that this policy can be amended at any time.

14. INTELLECTUAL PROPERTY

“Intellectual Property” means all rights conferred under statute, common law and equity in and in relation to inventions, discoveries, patents, designs, trademarks, products, data, everything on shared company drives, information obtained whilst in the company’s employ, logo and branding, circuit layouts, source codes, copyright and author’s rights and includes applications to the right to make applications, for any of the foregoing; and any Moral Rights.

“Moral Rights” means any of the rights described in Article 6bis of the Berne Convention for the Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “Droit moral” or other analogous rights arising under any statute (including the Copyright Act 1978 as amended or any other law of the Republic of South Africa), that exist, or that may come to exist, anywhere in the world.

“The Works” means all materials created by you in the course of your employment with the Company including:

- Software producing, supporting, or examining the Company,
- Written or electronic documentation relating to the use of, operations of, or promotion of The Company products; and
- Written or electronic documentation relating to the corporate functions of the Company;
- Data obtained or learned whilst with the Company.

You assign to the Company all right, title and interest throughout the world, in and to, all Intellectual Property, wherever subsisting, in the Works, effective immediately, on the creation of any such Intellectual Property.

You unconditionally and irrevocably agree not to enforce any of the Moral Rights that you may have in the Works. You also agree that The Company and its successors, assigns and licensees (the Company) may:

- Exercise any and all rights in the Works without identifying you as the author of the Works or any part or adaptation of the Works;
- Make any changes (material or otherwise) to the Works. This includes reproducing, publishing, copying, adapting, communicating, showing or exhibiting in or to the public, materially distorting, destroying, mutilating, altering or in any way changing the Works; and

- Use the Works, whether changes have been made to it or not, in any context and with or without other material, in any way the Company sees fit, even if you consider that your honour or reputation is prejudiced as a result.

You consent to all acts and omissions of the Company in relation to your moral rights in respect of all Works made or to be made by you in the course of your employment by the Company.

Any use by you of any trademarks of the Company:

- Must be made strictly in accordance with the Company's directions; and
- Will be for the exclusive benefit of the Company and you will not accrue any rights or goodwill in respect of those trademarks.

You warrant that:

- You have or will have all rights necessary to make the assignment of the Intellectual Property rights referred to in this letter;
- You will not, in performing your duties, do any act or thing which may infringe the Intellectual Property rights of any person;
- The Intellectual Property assigned to the Company under this paragraph will not infringe the Intellectual Property rights of any person;

Your obligations in respect of Intellectual Property under this letter:

- Apply during your employment;
- Are enforceable by the Company at any time by legal process;
- Are for the continuing benefit of the Company; and
- Are continuing and survive termination of your employment with the Company.

Breach or non-observance of any obligation in respect of intellectual property rights will be considered serious misconduct by the Company.

This Schedule does not in any way limit any obligations you owe to the Company under any South African statutory or common law in force from time to time.

This Schedule does not, in any way, limit any obligations you may owe under Open Source Software Licence Terms.

15. PRIVACY STATEMENT – Protection of Personal Information

The company pledges to ensure our business practices protect the employees' personal information.

This Privacy Statement applies to all personal information that we obtain or handle of our employees

- We will comply with the Protection of Personal Information Act as well as all other applicable laws, regulations and guidelines issued by our regulators.
- Where it is necessary for us to obtain personal information, we will only do so by lawful and fair means, as much as possible obtaining your personal information directly from you.
- We will process your personal information for a variety of reasons, such as in concluding employment contracts, occupational health and safety, recruitment and training and for general compliance with applicable law.
- We will take all necessary and adequate security measures and exercise adequate supervision to protect your personal information against leaks, loss or damage, etc.
- If you do resign then we will only retain the personal information required by the applicable law.

By signing these policies and procedures, you as an employee of Logimeter give your consent to the processing of your personal information to ensure Logimeter is able to fulfil our obligations as an employer according to the employment contract.

16. WORK FROM HOME POLICY

16.1 Purpose

The purpose of this Work from Home Policy is to provide guidelines and expectations for employees who are permitted to work remotely. This policy aims to ensure that employees can work effectively from home while maintaining productivity, security, and compliance with company standards.

16.2 Scope

This policy applies to all employees who have been **approved** to work from home, whether on a full-time or part-time basis.

16.3 Eligibility

Position Requirements: Employees must have job responsibilities that can be effectively performed remotely.

16.4 Performance Record

Employees must have a satisfactory performance record and be able to demonstrate a high level of self-discipline and time management.

16.5 Approval

Working from home requires prior approval from the employee's line manager and/or the Human Resources department.

16.6 Responsibilities

- **Work Hours:**

Employees must adhere to their regular work hours or as agreed upon with their line manager. Any changes to work hours should be communicated in advance.

- **Availability:**

Employees must be accessible via phone, email, or other communication tools during their scheduled work hours.

- **Productivity:**

Employees are expected to maintain the same level of productivity as when working in the office. Regular check-ins with line managers and timely completion of tasks are required. The Company may from time to time require you to demonstrate your productivity.

- **Work Environment:**

Employees should establish a dedicated and safe workspace that allows for efficient and professional work. The company is not responsible for providing equipment or office supplies for home offices unless otherwise specified.

- **Technology and Equipment:**

- Company Equipment: Employees must use company-provided equipment, such as laptops and software, for work purposes. Any issues with company equipment must be reported to IT support immediately. Failure to do so may result in disciplinary action for negligence.
- Employees must ensure that they have access to the required tools, laptops, internet access, which will be required for the proper performance of duties. Where applicable, equipment and tools provided by the business for the successful application of the Working from Home Policy must be used.
- Employees will receive remote support from their specific departments and management representatives to enable successful Home-Based work activities.
- Employees are required to discuss these supporting structures with their management representatives. If, while working from a designated workspace, the employee experiences technical issues with his or her computer or internet access that prevents or hinders the employee from effectively working remotely, the employee must notify his or her manager immediately.
- Internal policies and procedures remain intact and are not affected by the enforcement of this policy.
- Employees have the responsibility of adhering to the rules and procedures enacted by any other policy when working from home.
- As covered under the Company Assets clause of the Policies and procedures, **note that Electronic Devices are not insured outside of the office and neither does household insurance cover Company property in the home of an employee unless specified in an insurance policy. It is the responsibility of the employee to ensure that the Electronic Device is kept safe at all times both within the office and in the event that it is necessary to take the Electronic Device offsite.**

- **Data Security:**

- Employees working remotely remain bound by all confidentiality and/or security agreements and policies and must therefore ensure the protection of proprietary company and customer information accessible from their home office.

- **Communication**

- Meetings: Employees must attend virtual meetings as scheduled and participate actively. If unable to attend, employees must notify their line manager as soon as possible.
- Employees have to respond to Company and client communications within the agreed specific timeframe as required by Company standards.
- Daily Standups are required to provide updates and advise of any impediments to their agreed deliverables.

- **Compliance**

Company Policies: Employees must comply with all company policies and procedures, including those related to confidentiality, data protection, and health and safety.

- **Health and Safety**

- Workspace: Employees are responsible for ensuring that their home workspace meets health and safety standards. The company may request a virtual inspection of the workspace if needed.
- Ergonomics: Employees should set up their workspaces to minimize the risk of strain or injury

16.7 Return to Office

- Employees working from home may, from time to time, be required to come to their usual work site as required by business needs.
- Interruptions to work caused by internet or electricity outages may require the employee to work from their regular office space for the remainder of the day, or until the outage is fixed.

16.8 Termination of Work from Home Arrangement

- Review: The work from home arrangement will be reviewed periodically, and either party may request a review or modification of the agreement.
- Termination: The company reserves the right to terminate the work from home arrangement at any time based on business needs, performance issues, or other relevant factors. In this instance,

employees will be required to return to the workplace, or should circumstances require this.

16.9 Non - Compliance

Breach of this policy will be dealt with under the Disciplinary Procedure and may be treated as gross misconduct which could result in dismissal.

17. INFORMATION SECURITY POLICY

The purpose of the Logimeter Information Security Policy is to communicate the Logimeter management vision and intent for information security and to define both the information security objectives and responsibilities of the organisation.

The Policy can be found here: [Logimeter Information Security Policy](#)

18. SOCIAL MEDIA POLICY

18.1 Purpose

With the rapid growth and application of social media, Logimeter recognises the need to have a policy and guidelines which ensure that those who use social media, either as part of their job or in a personal capacity, have guidance and an understanding of best practice where social media are used, and to be aware of the potential issues and risks that can arise from its misuse.

Logimeter expects that staff who contribute to social media will familiarise themselves with this policy and related guidelines and will act responsibly in reference to Logimeter in their social media and online activities. This policy should be read and applied within the framework of Logimeter, rules, regulations, policies and procedures and in conjunction with the policies such as the Terms and Conditions of Use and the Acceptable Use Policy).

The social media policy provides a framework for using social media. Social media is a place where people exchange information, opinions and experiences to learn, develop and have fun. This policy provides practical advice to avoid issues that might arise by careless use of social media in the workplace.

18.2 Scope

We expect all our employees to follow this policy.

Social Media is a broad term used to describe a range of online tools, such as websites, web-based platforms, and applications, designed for online interaction, content consumption, and content generation.

Examples of social media applications, channels and platforms include Facebook, Google, X, Snapchat, TikTok, Blogger, Wikipedia, Amazon ratings, Instagram, YouTube, LinkedIn, Facebook Messenger, WhatsApp, Google Hangouts, chat rooms, email, etc.

This list is fluid as social media evolves and different applications replace others.

This policy is built around two different elements: using personal social media at work and representing our company through social media.

18.3 Policy elements

18.3.1 Using personal social media

We at Logimeter allow employees to access their accounts at work. But we expect you to act responsibly and ensure your productivity isn't affected.

Whether you're using your accounts for business or personal purposes, you may easily get sidetracked by the vast amount of available content. So, please restrict your use to a few minutes per workday.

18.3.2 General Conduct:

Depending on the context, employees may be seen to be representing Logimeter and should, at all times, act with due care, consideration and responsibility on all social media fora. Particularly,

- Users may not make official statements on behalf of the company unless they are duly authorised to do so.
- Employees who communicate with customers via WhatsApp must ensure all the communications are professional and that there is no personal branding or opinions provided.

- Ensure others know that your account or statements don't represent Logimeter.
- Avoid sharing intellectual property like trademarks on a personal account without approval.
- Avoid any defamatory, offensive or derogatory content.

18.3.3 Value-based conduct

Employees are expected to reflect the core values of Logimeter in any social media activity. These are always to act ethically, respectfully and responsibly

18.3.4 Representing our company

Some employees represent our company by handling corporate social media accounts or speaking on Logimeter's behalf. When you sit behind a corporate social media account, we expect you to act carefully and responsibly to protect our company's image and reputation. You should:

- Be respectful, polite and patient when engaging in conversations on Logimeter's behalf. You should be extra careful when making declarations or promises towards customers and stakeholders.
- Avoid speaking on matters outside your field of expertise when possible. Everyone should be careful not to answer questions or make statements that fall under somebody else's responsibility.
- Please follow our confidentiality and data protection policies and observe the laws on copyright, trademarks, plagiarism, and fair use.
- Inform our Marketing department when you're about to share any major-impact content.
- Avoid deleting or ignoring comments for no reason. They should listen and reply to criticism.
- Never post discriminatory, offensive or defamatory content and commentary.
- Correct or remove any misleading or false content as quickly as possible.

18.4 Disciplinary Consequences

We'll monitor all social media postings on our corporate account.

If employees do not follow this policy's guidelines, we may have to take disciplinary action leading up to and including termination. Examples of non-conformity with the employee social media policy include but are not limited to:

- Disregarding job responsibilities and deadlines to use social media at work.
- Disclosing confidential information through personal or corporate accounts.
- Directing offensive comments towards other members of the online community.

If you inadvertently violate this policy, you may receive a reprimand. We expect you to comply after that, or stricter disciplinary actions will apply.

19. Subsistence & Travel Policy:

19.1 Purpose

This policy provides guidelines for employees travelling on behalf of Logimeter to ensure consistent and fair treatment regarding travel and subsistence expenses.

19.2 Scope

This policy applies to all employees who travel for business purposes, including local and international trips.

19.2.1 Travel Authorization

- All business travel must be pre-approved by the employee's direct manager.
- Wherever practically possible, all employees business travel must have approval and be booked at least 2 weeks prior to the intended travel date.

19.2.2 Travel Arrangements

- Whenever possible, the company will make all of the travel arrangements and bookings for flights, car rentals, and accommodation.

- Employees may book their own travel if authorised, but all costs must adhere to the guidelines set forth in this policy.

19.2.3 Accommodations

- Employees are entitled to reasonable accommodation that is safe and conveniently located.
- The allocated budget for hotel/guest house stays per night is as follows:

Area	Max Amount per night
Gauteng & Pretoria	R1800
Cape Town	R1300
Durban	R1300
Other areas	R1200

As at Oct 2024

- Any excess fees above the budget need to be approved in advance by the CFO
- These budget amounts will be reviewed and updated periodically
- Exceptions may apply for special circumstances with prior approval.

19.2.4 Meals and Subsistence

- Where employees are required to spend one or more nights away from home within the borders of South Africa, they are allowed to submit supported claims (via Expensify) for breakfast/lunch/dinner expenses incurred.
- These expenses incurred will be subject to the following maximum amounts per meal per day:

	R
Breakfast	100
Lunch	100
Dinner	250

- If employees are required to spend one or more nights away from home outside the borders of South Africa then specific meal and subsistence expense parameters will be agreed with the employees direct manager

19.2.5 Transportation Expenses

- Where employees are required to make use of public transport or taxi/Uber services for business purposes, supported claims can be submitted via Expensify
- Travel from home to work is not regarded as business travel
- Personal vehicle use for business travel will be reimbursed at the prevailing SARS rate per kilometre. Mileage logs must be submitted in Expensify for reimbursement.
- The SARS rate is currently R4.64 (Oct '24) and will be adjusted accordingly in Expensify as and when new rates are released by SARS

19.2.6 Non-Reimbursable Expenses

The following expenses are not eligible for reimbursement:

- Alcoholic beverages
- Personal entertainment (e.g. movies, gym fees)
- Travel insurance (unless pre-approved)
- Fines or penalties (e.g. parking tickets)

19.2.7 Compliance and Review

- Employees must comply with this policy and any applicable local laws.
- The policy will be reviewed annually and updated as necessary.

19.2.8 Policy Acknowledgment

All employees are required to read and acknowledge their understanding of this policy before engaging in business travel.

20. UNDERTAKING

I have read, understand, and agree to comply with the above policies, rules, and conditions of the Company. I also understand that the above policies form part of my Contract of Employment and any violation thereof could result in disciplinary

action and possible dismissal. Furthermore, I understand that this policy can be amended at any time.

ADDENDUMS:

New Policies can/will be added to this document from time to time, Any addendum Policies form part of the entire Policies and Procedures document.