



Tusker

**POPI
POLICY**
FOR
**MUSTH CAPITAL
PROPRIETARY LIMITED**

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POLICY FRAMEWORK

1. INTRODUCTION

- 1.1. **Musth** is a licenced financial service provider and private equity manager and:
 - 1.1.1. Acts in accordance with **Relevant Legislation**.
 - 1.1.2. Provides **Clients** with well-managed well-regulated private equity funds and investment schemes offering investor protection and investment returns while providing **BEE** ownership solutions.
- 1.2. These **Policies** are intended to outline how **Musth** will operate in accordance with **Relevant Legislation** and in the best interest of its **Clients**.
- 1.3. **Employees** are bound to apply these **Policies** during their employment.
- 1.4. These **Policies** are available to **Clients** should they request; however, the following policies are accessible on www.tusker.co.za : cookie policy and privacy statements.

2. OWNERSHIP

- 2.1. These **Policies** and internal rules are owned by **Musth**.
- 2.2. These **Policies** have been signed off by **Musth's** Key Individuals as follows:

| | | |
|--------------|--|--------------|
| Des Mahony | | 4 April 2024 |
| Gareth Ochse |  | 4 April 2024 |

3. KEY DATES

- 3.1. These **Policies** were last reviewed on 4 April 2024, and, as set out hereunder have force and effect from 1 June 2023.
- 3.2. Unless required to address changes in **Relevant Legislation**, the **Policies** will be reviewed every second year.

Accordingly, the next review is scheduled to take place before **31 May 2026**.

4. INTERPRETATION

- 4.1. Unless the context clearly indicates otherwise, the following definitions shall have the meanings for purposes of these **Policies**:
 - 4.1.1. "**Adverse News**" means unfavourable information or negative news that can be found by internet and in the media searches to identify PEPs.
 - 4.1.2. "**AML**" means Anti-Money Laundering:
 - 4.1.3. "**AMLCO**" means the Anti-Money Laundering Compliance Officer, as set out on page 8;
 - 4.1.4. "**Associate**" means –
 - 4.1.4.1. in relation to a natural person, means –

- 4.1.4.1.1. a person who is recognised in law or the tenets of religion as the spouse, life partner, or civil union partner of that person.
- 4.1.4.1.2. a child of that person, including a stepchild, adopted child and a child born out of wedlock.
- 4.1.4.1.3. a parent or stepparent of that person.
- 4.1.4.1.4. a person in respect of which that person is recognised in law or appointed by a court as the person legally responsible for managing the affairs of or meeting the daily care needs of the first mentioned person.
- 4.1.4.1.5. a person who is the spouse, life partner or civil union partner of a person referred to in this clause.
- 4.1.4.1.6. a person who is in a commercial partnership with that person
- 4.1.4.2. in relation to a juristic person,
- 4.1.4.2.1. which is a company, means any subsidiary or holding company of that company, any other subsidiary of that holding company and any other company of which that holding company is a subsidiary.
- 4.1.4.2.2. which is a closed corporation registered under the Close Corporations Act, means any member thereof as defined in that Act.
- 4.1.4.2.3. Which is not a company or a closed corporation, means another juristic person which would have been a subsidiary or holding company of the first-mentioned juristic person:
- 4.1.4.2.4. had such first-mentioned juristic person been a company; or
- 4.1.4.2.5. in the case where that other person, too, is not a company, had both the first-mentioned juristic person and that other juristic person been a company.
- 4.1.4.2.6. means any person in accordance with whose directions or instructions the controlling body of such juristic person is accustomed to act.
- 4.1.4.2.7. in relation to any person,
- 4.1.4.2.8. means any juristic person of which the controlling body is accustomed to act in accordance with the directions or instructions of the person first-mentioned in this paragraph.
- 4.1.4.2.9. includes any trust controlled or administered by that person.
- 4.1.5. “**BEE**” means Broad-based Black Economic Empowerment, as details in the Broad-based Black Economic Empowerment Act 53 of 2003.
- 4.1.6. “**Beneficial Interest**” includes an offer or acceptance of a material gift or a special relationship (e.g. family members or friends) with someone who has a **Financial Interest** in the **Third Party**, whether as owner, Director or employee
- 4.1.7. “**Beneficial Owner**” means a natural person who directly or indirectly:
- 4.1.7.1. ultimately owns or exercises effective control of
- 4.1.7.2. a **Client** of an accountable institution; or

- 4.1.7.3. a legal person, partnership or trust that owns or exercises effective control of, as the case may be, a **Client** of an accountable institution.
- 4.1.7.4. exercises control of a **Client** of an accountable institution on whose behalf a transaction is being conducted.

and includes in respect of legal persons, partnerships, and trusts, each natural person contemplated in section 21B of **FIC Act**.

- 4.1.8. “**Business Relationship**” means a relationship with a **Client** and **Musth** or any of its **Employees**, with the aim of concluding a **Transaction** on an ongoing basis.
- 4.1.9. “**Cash**” means paper and coin money in South Africa or another country which is circulated as a medium of exchange in the country of issue.

Musth does not at any time deal in **Client Cash**.

- 4.1.10. “**Client**” means a company who has entered into a **Business Relationship** with **Musth** and includes any private equity funds or other investment vehicles managed by **Musth**.

Although not direct clients of **Musth**, the following are indirectly relevant to **Musth’s Transactions**:

- 4.1.10.1. all investee companies in which such funds or investment vehicles hold more **Ownership Interests** of 20% (twenty percent) or more;
- 4.1.10.2. Any persons with an **Ownership Interest** of 20% (twenty percent) or more in any of such entity;
- 4.1.10.3. Directors of any **Client**.
- 4.1.11. “**Code**” means the General Code of Conduct for financial service providers issued in terms of the **FAIS Act**.
- 4.1.12. “**Compliance Officer**” means the **Compliance Officer** approved by the **FSCA** for **Musth**, as set out on page 8;
- 4.1.13. “**Conflict**” means any situation in which **Musth**, or an **Employee** has an actual or potential interest that may, in rendering a financial service to a **Client**:
- 4.1.13.1. influence the objective performance of his, her or its obligations to that **Client**; or
- 4.1.13.2. prevent **Musth** or **Employee** from rendering an unbiased and fair financial service to that **Client**, or from acting in the interest of that **Client**, including but not limited to –
- 4.1.13.2.1. a **Financial Interest**.
- 4.1.13.2.2. an **Ownership Interest**.
- 4.1.13.2.3. any relationship with a **Third Party**
- 4.1.14. “**Director**” means a **Director** of **Musth**.
- 4.1.15. “**Distribution Channel**” means –
- 4.1.15.1. any arrangement between a product supplier or any of its **Associates** and one or more providers or any of its **Associates** in terms of which arrangement any support or service is provided to **Musth** or providers in rendering a financial service to a **Client**.

- 4.1.15.2. any arrangement between two or more providers or any of their **Associates**, which arrangement facilitates, supports or enhances a relationship between **Musth** or providers and a product supplier.
- 4.1.15.3. any arrangement between two or more product suppliers or any of their **Associates**, which arrangement facilitates, supports or enhances a relationship between **Musth** or providers and a product supplier.
- 4.1.16. **“Employee”** means permanent, part-time, temporary and casual employees, Directors, officers, **FSCA** registered key individuals, representatives and other agents of **Musth**.
- 4.1.17. **“Financial Interest”** means any **Cash, Cash** equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration, other than –
- 4.1.17.1. an **Ownership Interest**.
- 4.1.17.2. training, that is not exclusively available to a selected group of providers or representatives, on –
- 4.1.17.2.1. products and legal matters relating to those products.
- 4.1.17.2.2. general financial and industry information.
- 4.1.17.2.3. specialised technological systems of a **Third Party** necessary for the rendering of a financial service; but excluding travel and accommodation associated with that training.
- 4.1.18. **“FAIS Act”** means the Financial Advisory and Intermediary Services Act 37 of 2002 and any regulations issued under it, as amended from time to time.
- 4.1.19. **“FIC Act”** means the Financial Intelligence Centre Act 38 of 2001.
- 4.1.20. **“FIC”** means the Financial Intelligence Centre, established in terms of the **FIC Act**.
- 4.1.21. **“FSCA”** means the Financial Sector Conduct Authority.
- 4.1.22. **“KYC”** means Know Your Client or Client due diligence procedures.
- 4.1.23. **“Management”** means an owner, Director, shareholder, trustee, or employee, in whichever applicable capacity, who is responsible for the governing functions of **Musth’s** business. **Management** can also constitute more than one owner, Director, shareholder, trustee, or employee.
- 4.1.24. **“Musth”** means Musth Capital Proprietary Limited (incorporated in South Africa with registration number 2017/530103/07).
- Musth** is a licensed financial service provider, regulated by the **FSCA** (FSP 49558) and a member of the South African Venture Capital Association.
- Although **Musth** offers **BEE** ownership solutions, it is not a **BEE** verification agent.
- 4.1.25. **“Ombudsman”** means the ombudsman of **Musth**, and other financial services providers as referred to in the **FAIS Act**;
- 4.1.26. **“Ownership Interest”** means-
- 4.1.26.1. any equity or proprietary interest, for which fair value was paid by the owner at the time of acquisition, other than equity or a

- proprietary interest held as an approved nominee on behalf of another person; and
- 4.1.26.2. any dividend, profit share or similar benefit derived from that equity or **Ownership Interest**.
- 4.1.27. “**POCA**” means The Prevention of Organised Crime Act No 121 of 1998
- 4.1.28. “**POCDATARA**” means The Protection of Constitutional Democracy against Terrorist and Related Activities Act No 33 of 2004.
- 4.1.29. “**Policies**” shall mean these policies or any specific individual policy relevant to a specific context and any annexures or schedules relating to them.
- 4.1.30. “**RMCP**” means a culmination of policies, standards and business procedures to document **Musth’s** Risk Based Approach to its obligations in terms of **FIC Act**;
- 4.1.31. “**Relevant Legislation**” includes but is not limited to the
- 4.1.31.1. **FAIS Act**;
- 4.1.31.2. **FIC Act**
- 4.1.31.3. **POCA**
- 4.1.31.4. **POCDATARA**
- 4.1.32. “**TCF**” means Treat Clients Fairly
- 4.1.33. “**Third Party**” means –
- 4.1.33.1. a product supplier;
- 4.1.33.2. another financial services provider;
- 4.1.33.3. an **Associate** of a product supplier or **Musth**;
- 4.1.33.4. a **Distribution Channel**;
- 4.1.33.5. any person who in terms of an agreement or arrangement with a person referred to in this subclause above provides a **Financial Interest** to **Musth** or **Employees**
- 4.1.34. “**Transaction**” means proceedings or dealings between **Musth** and a **Client** during the course of a **Business Relationship**, in accordance with the type of **Musth’s** business which may comprise of the conclusion of any financial product or contract and/or the flow of funds on any existing financial product or contract.
- 4.2. In these **Policies** the following general rules of interpretation are applied:
- 4.2.1. Headings are for convenience only and do not affect interpretation;
- 4.2.2. Words denoting the singular number shall include the plural, and *vice versa*;
- 4.2.3. Words denoting any gender shall include all genders;
- 4.2.4. A reference to a section includes all components of that section;
- 4.2.5. Words and expressions defined in **Relevant Legislation** will, unless otherwise defined in these Policies or the contrary intention appears, have the same meaning in these **Polices**;
- 4.2.6. A reference to:
- 4.2.6.1. A legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- 4.2.6.2. A document (including this document) or agreement, or a

- provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- 4.2.6.3. person includes any type of entity or body of persons, whether it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- 4.2.6.4. Anything (including a right, obligation or concept) includes each part of it;
- 4.2.7. An interpretation that promotes the purpose of these **Policies** (whether expressed in the **Policies** or not) is to be preferred to another interpretation;
- 4.2.8. **Policies** are not to be interpreted against the interests of **Musth** merely because it prepared these **Policies** or because it relies on a provision of these **Policies** to protect itself; and
- 4.2.9. The relevant **Policies**, to be considered when considering an act or omission that may constitute a breach of the **Policies**, are those **Policies** that are in force at the relevant time of the act or omission.
- 4.2.10. Governing Law and Jurisdiction
 - 4.2.10.1. These **Policies** will be interpreted in accordance with and governed by the laws in force in South Africa.
 - 4.2.10.2. **Musth** and each **Employee** or **Client** irrevocably and unconditionally submit to and accept the non-exclusive jurisdiction of the High Court, Gauteng Local Division, Johannesburg or its successor, and irrevocably and unconditionally waive any immunity from, or any objection to, any action in the courts exercising any jurisdiction in South Africa.

5. COMPONENT POLICIES

5.1. The following specific policies are included in this Policy.

| Name | From page |
|--------------------------------|-------------------------------------|
| Advertising Policy | Error! Bookmark not defined. |
| AML Policy | Error! Bookmark not defined. |
| Business Continuity | Error! Bookmark not defined. |
| Complaints Policy | Error! Bookmark not defined. |
| Conflicts Policy | Error! Bookmark not defined. |
| CPD Policy | Error! Bookmark not defined. |
| Remuneration Policy/TCF Policy | Error! Bookmark not defined. |
| Risk Management | Error! Bookmark not defined. |

6. KEY PERSONNEL

The following are the key personnel for the implementation of these **Policies**:

6.1. KEY INDIVIDUALS:

| | | |
|--------------|---------------------------|--------------|
| Des Mahony | des.mahony@tusker.co.za | 083 441 5323 |
| Gareth Ochse | gareth.ochse@tusker.co.za | 083 274 8678 |

6.1. **AMLCO:**

| | | |
|------------|-------------------------|--------------|
| Des Mahony | des.mahony@tusker.co.za | 083 441 5323 |
|------------|-------------------------|--------------|

6.1. **CHIEF INFORMATION OFFICER**

| | | |
|--------------|---------------------------|--------------|
| Gareth Ochse | gareth.ochse@tusker.co.za | 083 274 8678 |
|--------------|---------------------------|--------------|

6.2. **COMPLIANCE OFFICER**

| | | |
|-----------------|---------------------------------|--------------|
| Adriaan van Wyk | adriaan@horizoncompliance.co.za | 072 351 1653 |
|-----------------|---------------------------------|--------------|

PROTECTION OF PERSONAL INFORMATION POLICY

7. INTRODUCTION

- 7.1. **Musth** has plans and procedures to processes, stores and shares personal information, in accordance with the POPI Act.
- 7.2. **Musth** respect **Clients'** right to privacy and endeavour to collect and use information minimally, transparently, and for the purpose for which it was collected. This **Policy** and supporting documents are written in easily understandable language so that is practical in usable to a wide audience in the business.
- 7.3. The **Musth** is committed to keeping information safe and secure, to provide persons with reasonable access to their information, and to give effect to the rights in terms of POPI.
- 7.4. To this extent, **Musth** collects and uses only the necessary information. The collection serves to protect legitimate legal interests and ensures that **Musth** can offer **Clients** a service or product.

8. DEFINITIONS

- 8.1. The general rules of interpretation to **Policies** will apply to this **Policy** unless there is a conflict between the general rules and this specific **Policy**, in which case this **Policy** shall prevail.
 - 8.1.1. "Data Subject" means the person to whom personal information relates and can be a natural or legal person.
 - 8.1.2. "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
 - 8.1.2.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 8.1.2.2. information relating to the education or the medical, financial, criminal or employment history of the person;
 - 8.1.2.3. any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - 8.1.2.4. the biometric information of the person;
 - 8.1.2.5. the personal opinions, views or preferences of the person;
 - 8.1.2.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 8.1.2.7. the views or opinions of another individual about the person; and
 - 8.1.2.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
 - 8.1.2.9. Personal information concerning a child.
 - 8.1.3. "POPI Act" means The Protection of Personal Information Act 4 of 2013
 - 8.1.4. "Third Party Operator" means a person (natural or legal) who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party.

9. APPLICATION OF POPI POLICY

- 9.1. This **Policy** applies to **Musth, Management, Employees**, and its representatives. **Third Parties** who **Musth** entrusts personal information to are also bound by the terms in this **Policy**.
- 9.2. This **Policy** applies to all Personal Information gathered from Data Subjects.

10. SECURITY MEASURES WITH REGARDS TO CONFIDENTIALITY

- 10.1. Purpose of Collection
- 10.1.1. **Musth** requires certain categories of information to ensure **Clients** receive high quality services and that **Client** needs are met as they may require from time to time. Information may be collected for explicitly defined purposes or incidental to the function, activity or service of **Musth** or **Musth** service providers.
- 10.1.2. **Musth** warrants that personal information will never be used for a reason that is not in line with what it was collected for.
- 10.1.3. Should the purpose for which **Musth** collect information not be specified in this **Policy**, the purpose will be communicated to the **Client** in writing and agreed to in the **Business Relationship** with data subjects which might include varied and different parties.
- 10.2. Consent
- 10.2.1. Information **Musth** collects from data subjects will be with consent. The rule of thumb is if the business is collecting information from any person whether natural or legal it must obtain written consent.
- 10.2.2. Consent may be obtained from data subjects during introductory meetings, application forms, electronic media or ongoing interaction. It might also be via online website cookies or any other form of valid consent.
- 10.2.3. Where data subjects provide **Musth** with information, the need to do so willingly and voluntarily with the understanding that **Musth** requires the information to pursue both **Musth's** and **Clients'** legitimate interests.
- 10.2.4. To carry on business and to protect or facilitate data subject interests, we require personal information from time to time and will treat it with utmost confidentiality. should a data subject at any time during the processing of their information object to same, they may withdraw consent by furnishing **Musth** with reasonable notice and in an appropriate format.
- 10.3. Required Information
- 10.3.1. **Musth** collects different categories of information from data subjects depending on **Client** needs and agreements with them. **Musth** does not collect information that is unnecessary or irrelevant for the purpose specified. **Musth** strives to collect only the information that is necessary for us to deliver **Musth** services.
- 10.3.2. **Musth** will inform data subjects as to the information collected from them whenever practicable, whether such information is voluntary or mandatory, and what the consequences are if information (whether voluntary or mandatory) is not provided. Usually, if the information requested is not provided, **Musth** will only offer a limited service or no service at all.
- 10.4. Access to and Integrity of Information
- 10.4.1. **Musth** is committed to maintaining the integrity and accuracy of data subject information. To this extent, data subjects are reminded via consent forms that they may request access to their own information at any time and to request that **Musth** updates or corrects any information that may be outdated or incorrect.
- 10.4.2. **Musth** takes reasonable and routine steps to ensure that information is up to date and accurate. Where information does not need to be updated

to fulfil the purpose for which it was collected, such information will not be updated without the **Client's** express request.

- 10.4.3. **Musth** allows four categories of requestors for access to information:
- 10.4.3.1. a person requesting his or her own information;
 - 10.4.3.2. a person requesting information for and on behalf of another person;
 - 10.4.3.3. a person requesting information about another person; or
 - 10.4.3.4. a public body that requests information in the public interest

Requestors must provide proof of identity and a Power of Attorney, where applicable, and fill in any prescribed form as may be required from time to time. **Musth** may request any other information to verify the requestor's identity.

10.5. Security of Information and Regular Monitoring

- 10.5.1. The safety and confidentiality of Data Subject information is of paramount importance to **Musth** and its staff. To this extent, **Musth** is committed to preventing unauthorized access, damage, loss of or destruction of personal information by ensuring that industry-appropriate and adequate security measures are implemented and persistently reviewed.
- 10.5.2. **Musth** does its best to identify risks both internally and externally, and to adapt. Accordingly, **Musth** implement security systems with due regard to generally accepted information security practices.
- 10.5.3. **Musth** conducts regular monitoring of our personal information security measures, which entail:
- 10.5.3.1. Policy Review
 - 10.5.3.2. GAP Analysis Review
 - 10.5.3.3. File Sampling by the **Compliance Officer**

11. HOLDING PERIODS

- 11.1. Information collected on data subjects will not be held for longer than necessary, or if the purpose for which said information was collected has ultimately been fulfilled, or if the collected information has become obsolete.
- 11.2. Where no agreements, other laws or terms in this **Policy** apply, a record of personal information will be kept for one year after the information was finished being processed, including usage for the specific purpose for which the information was collected originally.
- 11.3. **Musth** destroys Records of Personal Information as soon as reasonably practicable, unless further retention is required by the laws mentioned above or agreed with **Clients**.
- 11.4. For more information on durations of specific records, please refer to Annexure A to view our Record Retainment Policy.

12. INFORMATION ERASURE

- 12.1. **Musth** will endeavour that information be destroyed, where reasonable, after its retention period has lapsed as set out in Annexure A.
- 12.2. Data Subjects have the right to obtain the erasure of their personal data without an undue delay if:
- 12.2.1. the information is no longer necessary for the specified purpose it was collected for; or
 - 12.2.2. where the data subject withdraws consent in terms of this **Policy**; or
 - 12.2.3. the collected personal information is inaccurate, irrelevant, excessive or

incomplete.

- 12.2.4. If data subjects prefer for **Musth** to cease processing their information instead of deleting it, reasonable notice may be given to this effect following which Musth will immediately stop processing the information.
- 12.2.5. Notice in terms of erasure must be provided in the prescribed format of forms attached to this policy.

13. DIRECT MARKETING

- 13.1. Musth does not process personal information for the purpose of direct marketing (or spam) unless Data Subjects:
 - 13.1.1. have consented to such processing; or
 - 13.1.2. had not previously refused consent; and if
 - 13.1.3. contact details were obtained in the context of providing **Musth** services; and if
 - 13.1.4. they were given reasonable opportunity to object to the direct marketing; or
 - 13.1.5. was already a data subject.

14. AN OPERATOR OR PERSON ACTING UNDER AUTHORITY

- 14.1. Disclosure of Information
 - 14.1.1. **Musth** staff are regularly reminded that they have a confidentiality obligation towards data subjects, and neither **Musth** nor **Employees** will disclose data subject information to a **Third Party** unless:
 - 14.1.1.1. **Musth** is required to do so by law; or
 - 14.1.1.2. the disclosure is necessary to enable **Musth** to perform in terms of **Clients'** mandates; or
 - 14.1.1.3. it is vital to protecting **Musth's** rights
 - 14.1.2. Authority
 - 14.1.2.1. If information is disclosed to a **Third Party**, **Musth** will ensure that the **Third Party** is as committed to protecting privacy and information as **Musth** is. Musth obtains commitment from the **Third Party** in written form where the **Third Party** agrees to keep information confidential and to maintain security measures.

15. DATA BREACH MANAGEMENT

- 15.1. A Data Breach incident is an event that has caused or can potentially cause damage to **Musth's** assets, reputation and / or **Employees**, **Clients** and any other personal information **Musth** processes, stores or shares.
- 15.2. A Data Breach can occur when there is intrusion, compromise, and misuse of information by a party that does not have lawful access rights to the information that was compromised.
- 15.3. An Information Security Incident includes, but is not restricted to, the following;
 - 15.3.1. The illegitimate use of **Musth** systems for the processing, storage or sharing of data by any person.
 - 15.3.2. The transfer of personal information to persons who are not entitled to receive that information.
 - 15.3.3. The loss or theft of personal and/or classified data and information via any means, for example hacking or even attempted hacking.
 - 15.3.4. Unauthorised changes to personal information via **Musth** system hardware or software.

- 15.3.5. Unauthorised disruption or denial of service to **Musth** systems.
- 15.4. Where there are reasonable grounds to suspect that the personal information of a data subject has been breached (accessed, acquired, deleted or damaged by an unauthorised third party), Musth will:
 - 15.4.1. notify the data subject of such a breach in detail, as well as
 - 15.4.2. inform the information regulator as soon as reasonably possible after the breach is discovered.
- 15.5. Data breach communication to the data subject can be done in one of the following methods:
 - 15.5.1. Mailed to the data subject's last known physical or postal address;
 - 15.5.2. Emailed to the data subject's last known email address;
 - 15.5.3. Placed in a prominent position on Musth's website;
 - 15.5.4. Published in the news media; or
 - 15.5.5. As may be directed by the Regulator
- 15.6. The communication must include enough information so that the data subject can take protective measures and should include:
 - 15.6.1. A description of the possible consequences of the breach;
 - 15.6.2. A description of the measures that **Musth** intends to take or has taken to address the security breach;
 - 15.6.3. A recommendation with regard to the measures to be taken by the data subject
 - 15.6.4. To mitigate the possible adverse effects of the breach; and
 - 15.6.5. If known to **Musth**, the identity of the unauthorised person who may have accessed or acquired the personal information
 - 15.6.6. Any data breaches experienced by Third Party Operators must be reported to the **Musth**.

16. PROHIBITED DATA PROCESSING AND EXEMPTIONS

- 16.1. **Musth** may obtain data that is prohibited to enable **Musth** to offer services and to comply with applicable laws. As such **Musth** uses **POPI Act** provides in instances exemptions. **Musth** obtains consent for this personal information and may include but not be limited to
 - 16.1.1. The religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or
 - 16.1.2. The criminal behaviour of a data subject to the extent that such information relates to-
 - 16.1.3. The alleged commission by a data subject of any offence; or
 - 16.1.4. Any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings.
 - 16.1.5. Personal information concerning a child.

17. INFORMATION OFFICER

- 17.1. **Musth's** Information Officer is Gareth Ochse who can be contacted on gareth.ochse@tusker.co.za
- 17.2. The Information Officer is responsible for
 - 17.2.1. Ensuring information policies are reviewed, monitored, up to date and sufficient;
 - 17.2.2. Ensuring an Impact Assessment is done

- 17.2.3. Ensuring the PAIA Manual is developed, monitored, maintained and available as prescribed (if applicable)
- 17.2.4. Handling complaints or requests made in terms of this policy;
- 17.2.5. Supporting this policy with relevant documentation;
- 17.2.6. Ensuring POPI training or awareness is conducted;
- 17.2.7. Backing up data;
- 17.2.8. Reporting incidents and allocating security responsibilities; and
- 17.2.9. Any other relevant information-related duty or responsibility.

18. INTERNATIONAL PERSONAL INFORMATION TRANSFERS

- 18.1. **Musth** only has **Clients** based in South Africa and is not directly likely to share personal information outside South Africa.
- 18.2. However, due to the pervasive and widespread use of cloud technology and the disappearance of national borders in the broader context of the digital age we live in it is accepted that Personal Information of Data Subjects will almost always be transferred internationally.
- 18.3. It is not always possible to pinpoint exactly in which country the cloud service is hosted as this may change from time to time as data centres operate internationally in several countries. It may well be the case that Personal Information is transferred to multiple countries.
- 18.4. The use of these services is required to be able to operate as a business, to stay competitive and to keep up to date with new digital technological innovation. **Musth** also require the use of these services to be able to service **Clients**.
- 18.5. **Musth** obtains **Client** consent to transfer information across borders before doing so.
- 18.6. The reasons or platforms we use to transfer Personal Information across borders are:
 - 18.6.1. Cloud services for data file storage such as OneDrive etc,
 - 18.6.2. Cloud server services for email,
 - 18.6.3. Newsletter service providers,
 - 18.6.4. Accounting software, and
 - 18.6.5. Proprietary software services and **Client** CRM.

19. POPI ACT AWARENESS

- 19.1. **Musth** conducts **POPI Act** awareness sessions with **Employees** or other consultants or contractors via awareness sessions.
- 19.2. **Employees** will be required to complete **POPI Act** awareness training, as directed by the Information Officer.
- 19.3. From time to time more in-depth **POPI Act** awareness sessions may be held for the Information Officer.