

ENGEN POLICIES/COMPLIANCE SCHEDULE

BACKGROUND AND INTRODUCTION

This document sets out the standard compliance policies prescribed by **PETRONAS** to each of its group members, which includes **Engen**.

As a member of the **PETRONAS** Group, **Engen** has adopted the **PETRONAS** Code of Conduct and Business Ethics ("**CoBE**") as well as **PETRONAS**® Anti-bribery and Corruption Manual ("**ABC Manual**"), the Economic Sanctions and Export Control Policy & Guidelines ("**Sanctions**"), the **PETRONAS** Code of Conduct on Human Rights ("**CoCHR**"), and other related policies (collectively, "**the Compliance Policies**").

The CoBE underpins **PETRONAS'** (as well as **Engen's**) commitment to upholding the highest standards of ethics and integrity and transparency in the conduct of the **PETRONAS** Group's business and operations and this applies to all employees, directors and Third Parties who represent or act for the **PETRONAS** Group. The CoBE is supported by the **PETRONAS** Anti-Bribery and Corruption Policy & Guidelines (ABC Manual as may be updated from time to time by **PETRONAS** at its own instance), which is also applicable to all employees as well as Third Parties. **PETRONAS** (as well as **Engen**) enforces zero tolerance to all forms of bribery and corruption.

PETRONAS expects that contractors, sub-contractors, consultants, agents, representatives and others performing work or services for or on behalf of any member of the **PETRONAS** Group will comply with The CoBE in relevant part all such other applicable Compliance Policies when performing such work or services. Failure (suspected, proven or not) by a contractor, sub-contractor, consultant, agent, representative or other service provider to comply with the principles and standards set out in Compliance Policies is considered a material default and may result in the summary termination (or suspension at the instance of the relevant **PETRONAS** Group member) of the non-complying party's relationship with them.

PETRONAS and all of its affiliates (including **Engen**) are expressly prohibited from entering into any transaction (contractual or otherwise), with an entity that does not agree to adhere to the Compliance Policies. As such, compliance with the Compliance Policies is a condition of doing business with **Engen** and the Compliance Policies and the Contracting Party's obligation to comply with them is incorporated by reference into each contract with **Engen**. The Compliance Policies are not only aimed at ensuring that **Engen** and the **Contracting Party** comply with the conduct and standards prescribed by **PETRONAS**, but having regard to the nature of such policies, it ensures that both **Engen** and the **Contracting Party** adhere to the applicable laws throughout the term of their respective agreement/contract.

The Compliance Policies can be found at the following website <http://www.engen.co.za/about/ethics> ("**Engen Website**"). Updated Compliance Policies (including this document) and, where applicable, any relevant schedules hereto, will be Published on the **Engen** Website from to time. Update(d) Compliance Policies shall become applicable and supersede the previous versions thereof, as well as the provisions set out in the respective agreement/contract concluded between **Engen** and the **Contracting Party** (if any) with immediate effect, unless otherwise provided therein. Once uploaded onto the **Engen** Website, the onus will rest on each **Contracting Party** to ensure that it complies with the contents of such Compliance Policy immediately. In keeping with **Engen's** obligations to **PETRONAS**, the **Counter Party** will be held accountable to comply with the contents of such applicable Compliance Policies at all times. All references to the Compliance Policies in this document are to those Compliance Policies as updated from time to time (at the instance of **PETRONAS** and/or **Engen**).

By merely concluding and entering into a contract with **Engen**, the **Contracting Party** acknowledges and confirms that the **Contracting Party** understands and accepts all of the Compliance Policies and that the **Contracting Party** will be monitored regularly for purposes of ensuring full compliance therewith, as well as such other **PETRONAS** and **Engen** policies

as may be applicable from time to time located on the **Engen Website**.

The **Contracting Party** hereby indemnifies and hold **Engen** and the rest of the **PETRONAS** Group, their respective representatives, officers, employees and director (“**Indemnified Parties**”) harmless against all losses, damages and/or penalties that maybe be levied against the **Contracting Party** or the Indemnified Parties as a result of the **Contracting Party’s** breach of and/or failure to comply with the provisions of this Schedule or any of the Compliance Policies.

ACCORDINGLY - Without derogating from the generality of any provision of the Compliance Policies referred to hereinabove or any other policy that maybe applicable from time to time, to the extent applicable, it is mandatory for all **Contracting Parties** to comply with the clauses set out and detailed below for purposes of giving effect to the Compliance Policies, which clauses may be updated from time to time and incorporated by reference into your agreement/contract with **Engen**. All **Contracting Parties** are advised to regularly visit and check <http://www.engen.co.za/about/ethics> to check for the latest updates in this regard.

1 Definitions

In this Schedule, except to the extent to which the context may indicate a contrary intention, each of the following words and phrases shall have the meaning ascribed thereto below:

- 1.1 “**Applicable Law**” means (i) any statute, regulation, notice, policy, directive, ruling or subordinate legislation (including treaties, multinational conventions and the like having the force of law, (ii) any binding court order, judgement or ruling, (iii) any applicable industry code, policy or standard having the force of law, and (iv) any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or industry body;
- 1.2 “**Appropriate Technical and Organisational Measures**” shall mean, with respect to a given goal, the technical and organisational efforts that a reasonable person in the position of a Party would use to achieve that goal as quickly, effectively, and efficiently as possible including but not limited to those contemplated in applicable the **Data Protection Laws**;
- 1.3 “**Contamination**” means any discharge, transfer, emission, release, leakage, escape or disposal of Dangerous Goods or Hazardous Substances, as the case may be, as a result of the **Contracting Party’s** activities onto or into any part of the Environment;
- 1.4 “**Contracting’s Third Parties**” include, but shall not be limited to, each of the **Contracting Party’s Affiliates**, directors, servants, employees, agents, invitees, contractors, sub-contractors, partners, staff, other representatives of the **Contracting Party**, holding or parent company, **Subsidiaries**, related and/or associated companies, vendors, suppliers, business partners, professional advisers, agents, third party service providers, insurance companies, banks and financial institutions and any person for whose acts or omissions the **Contracting Party** is vicariously liable in terms of the **Applicable Law**.
- 1.5 “**Contracting Party/Contractor/Service Provider/Supplier**” means a Party contracted (or purporting to enter into a legal contract with) **Engen** under and in terms of a legal contract whether written or otherwise;

- 1.6 “**Control**” or “**Controlled**” shall mean, in relation to any **Entity**, the power of another **Entity**, directly or indirectly, to direct or cause direction of the affairs of the former **Entity** by any means whatsoever, including but not limited to:
- 1.6.1 the ownership or control (directly or indirectly) of more than 50% (fifty per cent) of an **Entity**;
- 1.6.2 the ability to direct the casting of more than 50% (fifty per cent) of the votes exercisable at general meetings of an **Entity** on all, or substantially all, matters;
- 1.6.3 the ability otherwise to direct or instruct the affairs, decisions or actions of an **Entity**; or
- 1.6.4 the right to appoint or remove directors of an **Entity** holding a majority of the voting rights at meetings of the board or management committees (or similar structures) of such **Entity** on all, or substantially all, matters;
- 1.7 “**Dangerous Goods**” means the dangerous goods as defined in the SANS;
- 1.8 “**Data Subject**” shall have the meaning ascribed to it in Chapter 1 of **PoPIA**;
- 1.9 “**Data Protection Laws**” shall mean the **Applicable Laws** relating to the regulation of the **Processing** of the **Personal Data** and matters connected therewith an incidental thereto, including, but not limited to, **PoPIA**;
- 1.10 “**DPA**” means the Data Processing Agreement attached hereto as Schedule “1A”;
- 1.11 “**Environment**” means the environment as defined in the National Environmental Management Act No 107 of 1998 as amended;
- 1.12 “**Environmental Laws**” mean, without limitation NEMA, the Waste Act, the National Water Act, 36 of 1998 and all other applicable laws and regulations relating to the environment;
- 1.13 “**Entity**” includes, but shall not be limited to, a natural person, company, close corporation or other juristic person or corporate entity, partnership, trust, joint venture, syndicate or other association of persons or bodies;
- 1.14 “**Hazardous Substance**” means the Hazardous Substance as defined in the Hazardous Substance Act No 15 of 1973 as amended;
- 1.15 “**NEMA**” means the National Environmental Management Act 107 of 1998, as amended;
- 1.16 “**Personal Data**” shall mean personal data as defined in the **Data Protection Laws** and includes, but shall not limited to:
- 1.16.1 location data and online identifiers in the relevant **Data Protection Laws**;
- 1.16.2 any information in respect of commercial transactions, which:
is being **Processed** wholly or partly by equipment operating automatically in response to instructions given for that purpose;

is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of an organisation, including any **Sensitive Personal Data** and any expression of opinion about an individual;

- 1.17 **“Personal Data Breach”** shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the **Personal Data** transmitted, stored or otherwise **Processed**, in terms of any **Data Protection Laws**;
- 1.18 **“PoPIA”** shall mean the Protection of Personal Information Act, No. 4 of 2013, as in force from time to time (inclusive of regulations promulgated thereunder);
- 1.19 **“Published/Publishing”** shall mean the loading into <http://www.engen.co.za/about/ethics> of the latest applicable policies and/or the Schedule;
- 1.20 **“Privacy and Data Protection Conditions”** shall mean the 8 (eight) statutory prescribed conditions for the lawful **Processing** of **Personal Information** which is entered into a **Record** and such conditions are listed in Section 4(1) of **PoPIA** and are dealt with in detail in Part A of Chapter 3 of **PoPIA**;
- 1.21 **“Process”** or **“Processes”** or **“Processing”** shall have the meaning ascribed to it in Chapter 1 of **PoPIA**, including, but not limited to the collecting, recording, holding or storing of the **Personal Data** or carrying out any operation or set of operations on the **Personal Data**, including, but not limited to:
- 1.21.1 the organization, adaptation or alteration of the **Personal Data**;
- 1.21.2 the retrieval, consultation or use of the **Personal Data**;
- 1.21.3 the disclosure of the **Personal Data** by transmission, transfer, dissemination or otherwise making it available;
- 1.21.4 the alignment, combination, correction, erasure or destruction of the **Personal Data**;
- 1.22 **“Republic”** means the Republic of South Africa;
- 1.23 **“Sanctions”** shall mean all **Applicable Laws** concerning sanctions, whether economic or otherwise, including, but not limited to, embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of any of the parties, or the ability to engage in transactions with or involving any of the parties or countries, or any **Applicable Law** that threatens to impose any sanctions on any of the parties for engaging in targeted behaviour of any jurisdictions including, but not limited to:
- 1.23.1 the Republic; the United Nations; Malaysia; the European Union;
- 1.23.2 the United Kingdom (including those administered by HM Treasury); and
- 1.23.3 the United States (including those administered by the Office of Foreign Assets

Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);

- 1.24 “**SANS**” means the South African National Standards Specifications in relation to the transportation of Dangerous Goods;
- 1.25 “**Sensitive Personal Data**” shall mean any **Personal Data** consisting of information as to the physical or mental health or condition of an individual, his/her political opinions, his/her religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him/her of any offence;
- 1.26 “**Schedule**” means this current version of the compliance schedule or such other latest version of the compliance schedule published from time to time on <http://www.engen.co.za/about/ethics>. Where applicable, the latest published version will supersede this current version;
- 1.27 “**Special Personal Information**” shall mean the **Personal Data** consisting of information as to the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life biometric information or criminal behaviour of a **Data Subject** to the extent that such information relates to:
- 1.27.1 the alleged commission by a **Data Subject** of any offence; or
- 1.27.2 any proceedings in respect of any offence allegedly committed by a **Data Subject** or the disposal of such proceedings as may be determined under the **Data Protection Laws**;
- 1.28 “**Subsidiary(ies)**” shall have the meaning ascribed thereto in section 3 of the Companies Act, No. 71 of 2008, as amended from time to time;
- 1.29 “**Transport Legislation**” means the National Road Traffic Act 93 of 1996 as amended from time to time and SANS specification, amongst others; and
- 1.30 “**Waste Act**” means the National Environmental Management: Waste Act No 59 of 2008 as amended and the regulations norms and standards published thereunder, as amended;

2 SANCTIONS

- 2.1 Each Party undertakes that it will not in the performance of its obligations in terms of this agreement, engage in any conduct that violates any Sanctions. In particular, but without limiting the scope of the foregoing, no Party shall be obliged to perform any obligation under this agreement if it would not be compliant with, would be in violation of, inconsistent with, or would expose either of the parties to any punitive measures under any Sanctions.
- 2.2 If there are reasonable grounds to believe that the performance by a Party (in this agreement referred to as the “Affected Party”) of any obligation in terms of this agreement (in this agreement referred to as the “**Relevant Obligation**”) will violate any Sanctions or expose either Party to any punitive measures under any Sanctions, the Affected Party shall immediately notify the other Party in writing of its inability to perform the Relevant Obligation and shall include detailed reasons thereof to the extent legally permitted, and the Affected Party shall:

- 2.2.1 not perform the Relevant Obligation (whether for payment or other performance) until such time as the Affected Party may lawfully discharge such obligation without violating any Sanctions or exposing either Party to any punitive measures under any Sanctions;
- 2.2.2 take all reasonable steps to mitigate the consequences of its inability to perform the Relevant Obligation and use all reasonable prudent business-like endeavours to remedy its inability to perform the Relevant Obligation; and
- 2.2.3 if the Affected Party becomes aware of any further information relating to a Sanctions violation and/or the Affected Party's inability to perform, the Affected Party shall submit such further information to the other Party as soon as is reasonably possible.
- 2.3 Provided that the requirements of clause 2.2 are complied with, the Affected Party shall be relieved from its failure to perform the Relevant Obligation; provided that on receipt of a Relevant Obligation notification under clause 2.2 by a Party, that Party may, in its sole discretion, elect to terminate this agreement on written notice to the Affected Party and neither Party shall have any claim against the other as a result of such election and termination.
- 2.4 The **Contracting Party** warrants that the **Contracting Party**, and to the best of the **Contracting Party's** knowledge, information and honest belief, each of the **Contracting Party's** Third Parties:
 - 2.4.1 are not the target or subjects of any Sanctions;
 - 2.4.2 are not owned or Controlled by any Entity who is the target or subject of any Sanctions;
 - 2.4.3 are not acting for the benefit of, or on behalf of, any Entity that is the target or subject of any Sanctions;
 - 2.4.4 have not been engaging, and will not engage, in any conduct/activity that would result in the **Contracting Party**, and to the best of the **Contracting Party's** knowledge, information and honest belief, each of the **Contracting Party's** Third Parties, being in breach of any Sanctions or becoming a target or subject of Sanctions;
 - 2.4.5 is not prevented by any Sanctions from fulfilling its obligations under this agreement, and the **Contracting Party** further warrants that by entering into this agreement with **Engen**, it will not result in **Engen** violating any of **Engen's** obligations under any Sanctions.
- 2.5 The **Contracting Party** undertakes to promptly notify **Engen** in the event it is no longer able to comply with the warranties set out in 2.4.
- 3 **PERMITS/LICENCES** - The **Contracting Party** warrants that it has obtained all the relevant permits and/or licences that are required under any Applicable Laws for the

purposes of this agreement.

4 EXPORT/IMPORT CONTROLS

- 4.1 The performance by the parties of their obligations in terms of this agreement, is subject to prior compliance with all Applicable Laws as it relates to exports and imports applicable to each Party, and to obtaining all necessary approvals required by the Applicable Laws. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. The parties shall not unreasonably refuse to cooperate with each other, and to provide assistance to each other, as may be reasonably necessary to obtain any required approvals by a Party.
- 4.2 Each of the parties undertake to adhere to all Applicable Laws as it relates to exports and imports.
- 4.3 Each Party undertakes to adhere to the PETRONAS® Economic Sanctions and Export Control Policy, which has been adopted by **Engen** and which can be found at the following **Engen** Website, namely, <http://www.Engen.co.za/about/export>.
- 4.4 Each Party warrants in favour of the other Party that neither its contractual arrangement with the other, nor its implementation, shall be used for any activities that will or may facilitate the design, development, production and/or delivery of, or in connection with, weapons of mass destruction and/or any terrorism activities and/or any restricted activity under any Applicable Laws as it relates to exports and imports.

5 ANTI-MONEY LAUNDERING

- 5.1 Each Party warrants that:
- 5.1.1 the operations of each Party, and to the best of the **Contracting Party's** knowledge, information and honest belief, the operations of each of the **Contracting Party's** Third Parties, are, have been conducted, and will at all times hereinafter be conducted, in compliance with all the Applicable Laws as it relates to financial recordkeeping and reporting statutory requirements, money laundering statutes (and the rules, guidelines and regulations thereunder) and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority in or outside of the Republic having jurisdiction over the parties and/or any of the **Contracting Party's** Third Parties (in this agreement referred to as collectively "**Money Laundering Laws**"); and
- 5.1.2 no action, suit or proceeding by or before any court or governmental authority or body or any arbitrator and no regulatory investigation involving any party, and to the best of the **Contracting Party's** best knowledge, information and honest belief, involving any of the **Contracting Party's** Third Parties, with respect to the Money Laundering Laws is pending or threatened or will hereinafter be instituted or commenced by any governmental authority in or outside of the Republic against any party, and to the best of the **Contracting Party's** best knowledge, information and honest belief, against any of the **Contracting Party's** Third Parties.

6 ETHICS AND ANTI-BRIBERY

- 6.1 Each Party undertakes to adhere to all Applicable Laws as it relates to ethics, bribery and corruption, including, but not limited to .the Republican Prevention and Combating Corrupt Activities Act, No. 12 of 2004, the United Kingdom Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977 (in this agreement referred

to collectively as the “Anti-Bribery Laws”).

- 6.2 Each of the parties undertake to adhere to the PETRONAS® Code of Conduct and Business Ethics (“CoBE”) and the PETRONAS® Anti-bribery and Corruption Manual (“ABC Manual”), both of which have been adopted by **Engen** and which can be found at the following **Engen** Website, namely, <http://www.Engen.co.za/about/ethics>.
- 6.3 Each Party warrants none of them, and to the **Contracting Party**’s best knowledge, information and honest belief, that none of the **Contracting Party**’s Third Parties, are aware of or has taken any action, directly or indirectly that would result in, or is at any time prior to or after the entry into force of this agreement, being subject to any internal and/or regulatory investigation in relation to a violation by any such Entity of any Anti-Bribery Laws or CoBE and the ABC Manual. Furthermore, each Party warrants that they, and to the best of the **Contracting Party**’s best knowledge, information and honest belief, each of the **Contracting Party**’s Third Parties, have at all times conducted their businesses in compliance with the Anti-Bribery Laws, CoBE and the ABC Manual and have instituted, maintained and at all times complied with procedures designed to ensure continued compliance with the Anti-Bribery Laws, CoBE and the ABC Manual.

7 PERSONAL DATA PROTECTION

- 7.1 The Parties shall fully comply with the statutory obligations contained in the applicable Data Protection Laws, with which the Parties warrant that they are fully conversant with. Furthermore, the Parties hereby agree to comply with the terms of the DPA to the extent applicable in order to record their respective obligations under and in terms of PoPIA.
- 7.2 In accordance with PoPIA, when (Processing) Personal Information is obtained by Party, such Personal Information shall be entered into a Record. Without limiting the generality of the aforesaid, the Party concerned shall ensure that the Privacy and Data Protection Conditions are strictly adhered to when Processing the Data Subject’s Personal Information.
- 7.3 During the ordinary course of dealings between the parties and in connection with the performance of this agreement, the parties acknowledge that they need to Process the Personal Data belonging to or supplied by each Party to the other or from any Entity (relative to each party) from time to time.
- 7.4 By entering into this agreement, the parties expressly and explicitly acknowledge and consent to:
- 7.4.1 the Processing of the Personal Data by each Party for the purpose of the performance of this agreement and for all other purposes that are necessary, incidental or related to the performance of this agreement;
- 7.4.2 the Processing of the Personal Data within and, where necessary, outside the Republic or the territory in which such information originated;
- 7.4.3 the transfer and disclosure of the Personal Data to any Entity authorised by each Party, provided that such Entity undertakes to keep such Personal Data confidential and may only disclose such Personal Data to any Entity to whom the parties are compelled, permitted or required under the Data Protection Laws to disclose to;

- 7.5 Each Party undertakes to:
- 7.5.1 ensure that their personnel who are authorised to Process the Personal Data have committed themselves to confidentiality (in writing and adequately protecting the disclosure of the Personal Data) or are under an appropriate statutory obligation of confidentiality;
 - 7.5.2 handle, or deal with, Special Personal Information in accordance with the enhanced levels of care required by the Data Protection Laws;
 - 7.5.3 only transfer the Personal Data across borders (i.e. from one country or legally recognised international jurisdiction to another) after obtaining the other Party's written authorisation, unless required to do so by any applicable Data Protection Laws. Each Party must inform the other Party of the legal requirements before transferring any Personal Data, unless the Data Protection Laws prohibits it from doing so;
 - 7.5.4 immediately notify the other Party after becoming aware of a Personal Data Breach and provide sufficient information to permit the other Party to consider the facts behind the breach and to thereafter comply with the requirements of the applicable Data Protection Laws;
 - 7.5.5 implement Appropriate Technical and Organisational Measures to make sure that the level of security is appropriate to the risks to the Personal Data in terms of the applicable Data Protection Laws.
 - 7.5.6 provide the other Party, at any time on the written request of a Party, a detailed written description of the Appropriate Technical and Organisational Measures in place to protect the Personal Data as required. Either Party shall also reasonably permit the other Party to conduct appropriate audits or verification exercises to determine whether the Appropriate Technical and Organisational Measures have been implemented; and
 - 7.5.7 to Process any Personal Data in accordance with the requirements of the applicable Data Protection Laws.

8 HUMAN RIGHTS

- 8.1 It is recorded and agreed that **Engen** will conduct its business activities with integrity and will show respect for human dignity and the rights of individuals, based on the following principles:
- 8.1.1 Promoting respect for the Universal Declaration of Human Rights - **Engen** supports the principles of, and will promote respect for, the Universal Declaration of Human Rights. **Engen** will lead by example, demonstrating values of tolerance and respect in the conduct of its operations.
 - 8.1.2 Reviewing potential human rights issues and their relationship to **Engen's** operations - **Engen** will review the human rights climate of countries and regions when proposing, planning and implementing new investments and projects. **Engen** will review associated potential human rights issues and their relationship to **Engen's** ongoing operations. **Engen** will liaise with stakeholders to identify such potential issues.

- 8.1.3 Addressing human rights concerns within **Engen's** sphere of influence - **Engen** will promote adherence to and respect for human rights principles in **Engen's** areas of operation, and will not be complicit in human rights abuses. **Engen** will strive to advance best practices with host governments, partners and third parties and **Engen** will seek consistency with **Engen's** Security Policy and Guidelines, which has been based on the Voluntary Principles on Security and Human Rights.
- 8.1.4 Respecting the diverse cultures and perspectives of indigenous peoples - **Engen** recognizes and respects the diverse cultures and perspectives of indigenous peoples. **Engen** will work with indigenous communities in all countries where **Engen** operate to better understand each other's cultures, perspectives and values. **Engen** recognizes that **Engen's** activities have the potential to overlap with the use of land and resources by indigenous or tribal people and that they should be consulted on decisions affecting rights to use land and resources.
- 8.2 The **Contracting Party** warrants that it will, and undertakes to use prudent and reasonable business-like efforts to ensure that each of the **Contracting Party's** Third Parties will, as it relates to Human Rights, strive to abide by the following, as a minimum:
- 8.2.1 to uphold human rights aligned with national and international regulations as applicable, including compliance with local and international labour law or the country of operation whichever is the more stringent, on working hours, payment of fair and reasonable remuneration, respect the right to form and join trade unions and bargain collectively, and all legally mandated benefits;
- 8.2.2 under no circumstances use, or in any other way benefit, from forced labour (indentured servitude, bonded, prison or otherwise), or child labour;
- 8.2.3 to be an equal opportunity employer and there shall be no discrimination in hiring or employment practices on the grounds of race, caste, colour, religion, gender, age, physical ability, sexual orientation, or union or political affiliation;
- 8.2.4 provide a safe and healthy working environment including, as applicable, safe housing conditions, presenting no immediate hazards. As a minimum, clean water, sanitation, essential safety equipment, emergency exits and medical care must be provided; and
- 8.2.5 comply with all **Applicable Laws** as it relates to environmental requirements, including, but not limited to, permits and registrations and implement sound measures to prevent pollution and minimise generation of solid waste, wastewater and air emissions. The **Contracting Party** will, and undertakes to use prudent and reasonable business-like efforts to ensure that each of the **Contracting's Third Parties** will, at all times implement the local and international standards on Environmental Health & Safety, and Social Responsibility and demonstrate continual improvement on such efforts.
- 9 The **Contracting Party** acknowledges that **Engen** will require documentary proof of compliance with this Schedule in its entirety (or party thereof), including, but not limited to, an appropriate complaints procedure to deal with any breaches of any one of the policy contemplated herein, and **Engen** reserves the right, upon reasonable notice (unless inspection is for cause, in which case no notice is necessary) to carry out at any time an audit of any of the **Contracting Party's** businesses and/or visit any premises occupied by the **Contracting Party** in order to monitor compliance. Subject always to paragraphs 10 and 11 below of this Schedule, the **Contracting Party** agrees to work

with **Engen** to identify, and rectify, any issues that do not match **Engen's** expectations in addressing any gaps identified as it relates to its obligations under this Schedule or any contract it may have with **Engen**.

- 10 **INDEMNIFICATION** - Without limiting any other indemnity contained in this Schedule or the contract between the Parties, each Party agrees to indemnify, defend, and hold the other party harmless from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to a Party failing to comply with its obligations in terms of this Schedule. If permissible under any Applicable Law, legal costs will be on an attorney and own client basis.
- 11 **TERMINATION** - Notwithstanding anything to the contrary contained in this Agreement, if either Party fails to comply with any of the provisions of this Schedule, that shall constitute a material breach of any existing contract between the Parties, entitling the other (the non-defaulting) Party to terminate this Agreement with immediate effect on written notice to the defaulting Party, without prejudice to any other rights or remedies the (non-defaulting) Party may have in law or under any existing contract between the Parties, to claim damages from the defaulting Party.

12 ENVIRONMENTAL LAW

12.1 The **Contracting Party** shall –

12.1.1 at all times comply with Environmental Laws;

12.1.2 timeously submit Waste usage information where the **Contracting Party** is the end-user that may be required by the Waste Act (including but not limited to hazardous Waste reporting requirements) to the authorities;

12.1.3 take reasonable measures necessary in the execution of the services to avoid and stop any accidents, spill or environmental contamination that may cause pollution or environmental degradation or potential threat to health ("**Environmental Incident**") and

12.1.4 take all commercially reasonable steps to minimise and rectify the pollution or environmental degradation in instances where –

12.1.5 the Environmental Incident is not caused by **ENGEN**; or

12.1.6 the Environmental Incident is authorised by law or cannot be avoided during the performance of the services.

12.2 Without limiting any other indemnity contained in this Agreement, the **Contracting Party** agrees to indemnify, defend, and hold **ENGEN** harmless (and those related to Engen and its personnel) from and against any claim, demand, penalty, loss, damage, cost (including costs remedial work required), or liability (including legal costs) arising out of or relating to the Environmental Incident caused by or attributable to the **Contracting Party**.

12.3 The **Contracting Party** must ensure that it has at all times appropriate insurance in respect of risks arising in connection with the performance of the services including environmental risk insurance covering liability for sudden and unforeseen pollution or environmental degradation due to an Environmental Incident for which the **Contracting Party** is responsible in accordance with this Agreement.

13 ROAD TRANSPORT LEGISLATION

- 13.1 To the extent applicable to the Contracting Party for the performance of its contract with Engen, the **Contracting Party** warrants that it shall ensure and/or procure –
- 13.1.1 that it the drivers completes and complies with the safety requirements applicable to it as prescribed by legislation regulating the transport of Dangerous Goods and best safety practices in the Oil and Petrochemical industry;
- 13.1.2 that the Vehicles are and shall always be in a roadworthy condition, equipped with the requisite safety and emergency equipment and cards, clean and dry, suitable for loading and capable of securely and safely carrying the Products, and compliant with the legal requirements for such means of transport and with Engen's reasonable safety standards, including the provisions of the National Road Traffic Act, 93 of 1996, ("NRTA") as amended, including the regulations thereto, and any applicable SANS and any applicable by-laws;
- 13.1.3 that the drivers, are properly inducted and trained in the transportation, loading and offloading of the Products and are aware and understand the applicable provisions of NRTA, as amended, applicable SANS codes and any legislation related to the transportation of Dangerous Goods;
- 13.1.4 that prior to loading commencing, the drivers must and will ensure that the Vehicle is correctly positioned for loading and that the permission has been granted for loading;
- 13.1.5 subsequent to loading, the drivers shall ensure that the Vehicle is not overloaded or under-loaded, that any access points, domes and/or hatches and valves are properly and securely sealed as well as take any measures to ensure that the load is properly secured and presents no health, safety and environmental risks.
- 13.2 In the event of the **Contracting Party** failing to comply or to ensure or procure compliance by any of its contractors, sub-contractors or drivers, of the aforesaid warranties, the **Contracting Party** indemnifies **Engen**, and its Affiliates, or successors-in-title, against any damages that **Engen** and its Affiliates, or its successors-in-title may suffer and further holds **Engen** and its Affiliates or its successors-in-title harmless of any claims by any third party arising as a consequences of such failure.
- 13.3 In case of non- or incomplete compliance with the above warranties, **Engen** shall be at liberty to decline to allow the products to be collected, loaded on the affected Vehicle without any obligation to compensate the **Contracting Party**.

SCHEDULE 1A

DATA PROCESSING AGREEMENT

between

ENGEN PETROLEUM LIMITED

Registration Number: 1989/003754/06
(hereinafter referred to as "**Engen**")

and

[...]

Registration Number: _____
(hereinafter referred to as "**Contracting Party**")

1. Introduction

This is the Data Processing Agreement ("**DPA**") between Engen and the **Contracting Party**. This DPA is intended to fulfil **Engen**'s obligation as a Responsible Party to enter into a contract with the **Contracting Party** as Engen's operator and *vice versa*.

This DPA forms part of the _____ ("**Principal Agreement**") as defined in clause 2.1 below, between the **Contracting Party** and **Engen**.

The terms used in this DPA shall have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added to the Principal Agreement. Except where the context requires otherwise, references in this DPA to the Principal Agreement are to the Principal Agreement as amended by, and including, this DPA.

2. DEFINITIONS AND RESPONSIBILITIES

2.1. DEFINITIONS:

2.1.1. "**Applicable Data Protection Laws**" includes –

- Protection of Personal Information Act, Number 4 of 2013 ("**POPIA**") to the extent applicable to the Parties; and
- any other applicable laws, and as amended or re-enacted from time to time.

2.1.2. "**Appropriate Reasonable Technical and Organisational Measures**" means with respect to a given goal, the technical and organisational efforts that a reasonable person in the position of **Contracting Party** would use to achieve that goal as quickly, effectively, and efficiently as possible including but not limited to those contemplated in section 19 of the POPIA.

2.1.3. "**Consent**" shall have the same meaning as set out in the POPIA or other

Applicable Data Protection Laws as the circumstances require.

- 2.1.4. “**Data Subject**” means the person or, in terms of POPIA, juristic entity to whom the Personal Information relates.
- 2.1.5. “**Personal Information**” or “**Personal Data**” means Personal Information as defined in the POPIA and includes any information relating to an identifiable living human being as well as a juristic person, if someone can identify them from that information.
- 2.1.6. “**Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored or otherwise processed, in terms of the POPIA and contemplated in the Applicable Data Protection Laws.
- 2.1.7. “**Personnel**” means any:
- director, employee, or other person who works (permanently or temporarily) under the **Contracting Party**’s supervision; or
 - person who renders services to the **Contracting Party** for purposes of the **Contracting Party**’s obligations under this DPA as their agent, consultant, contractor, or other representative.
- 2.1.8. “**Processing**” means any operation performed on Personal Information, including collecting it, gathering it, storing it, disclosing it, destroying it or combining it with other information, whether by automated means.
- 2.1.9. “**Sub-Operator**” means any downstream Operator that the **Contracting Party** engages to process Personal Information in accordance with section 20 of the POPIA or other Applicable Data Protection Laws.

2.2. **RESPONSIBILITIES:**

- 2.2.1. **Engen** is the ‘responsible’ person as contemplated in the POPIA, and means the person who determines the purpose (i.e. the ‘why’) and means (i.e. the ‘how’) of Processing the Personal Information alone or in conjunction with others;
- 2.2.2. The **Contracting Party** is the ‘operator’, as contemplated in the POPIA, and means the person who processes Personal Information on behalf of **Engen** in terms the Principal Agreement.

3. **PURPOSE**

- 3.1.1. This DPA adds supplementary requirements to the Principal Agreement when it comes to the relationship between Engen and the **Contracting Party** regarding data protection in terms of Applicable Data Protection Laws.
- 3.1.2. This DPA applies to all Processing and Sub-Processing of Personal Information on behalf of Engen to achieve the purposes set out in the Principal Agreement.

4. **REQUIREMENT** - This DPA adds the following supplementary requirements to the Principal Agreement, as required by Applicable Data Protection Laws.

- 4.1. **Policy and Regulatory Compliance** – The **Contracting Party** will comply with

Engen's Policies and Procedures that have been communicated to the **Contracting Party** relating to Data Privacy as well as the Applicable Data Protection Laws when performing its obligations set out in the Principal Agreement. If found to be in breach of the aforementioned Policies and Procedures or Applicable Data Protection Laws, then the Memorandum may be terminated in accordance with the provisions of paragraph 6 below.

- 4.2. **Training** – The **Contracting Party** will ensure that its personnel are adequately trained on the POPIA and any other Applicable Data Protection Laws and will avail itself and its personnel for any training that may be provided by Engen from time to time.
- 4.3. **Necessity of Processing** – The **Contracting Party** may only **Process** the **Personal Information** when it is necessary for the purpose of performing its obligations under the Principle Agreement.
- 4.4. **Guarantees of measures** – The **Contracting Party** guarantees that it will implement Appropriate Reasonable Technical and Organisational Measures in a way that any Processing:
 - meets the requirements of Applicable Data Protection Laws; and
 - protects the Data Subject's rights and the confidentiality of the Personal Information.
- 4.1. **Downstream operator restriction** – The **Contracting Party** may not subcontract or assign its obligations to another operator without Engen's:
 - General prior written authorisation (provided that the **Contracting Party** adequately informs Engen of the details of any sub-operator that it intends to subcontract or assign its obligations to and gives Engen adequate opportunity to object prior to disclosing any Personal Information to its proposed sub-contractor or assignee).
 - or prior specific authorisation.
- 4.2. **Required details** – The reasons and type of Personal Information have been specified in the Principal Agreement or will be communicated during the course of the Principle Agreement.
- 4.3. **Processing instructions** – The **Contracting Party** may only process the Personal Information in accordance with Engen's instructions, unless required to do so by applicable law. The **Contracting Party** undertakes to inform Engen of the aforesaid applicable law, before Processing the Personal Information, unless the applicable law prohibits it from doing so in the public interest.
- 4.4. **Transferring instructions** – The **Contracting Party** may only transfer Personal Information across borders (i.e. from one country or legally recognized international jurisdiction to another) on Engen's written instructions, unless required to do so by applicable law. The **Contracting Party** must inform Engen of the legal requirement before transferring the Personal Information, unless the law prohibits it from doing so in the public interest. In transferring Personal Information across borders, the **Contracting Party** undertakes to ensure that the transfer complies with the requirements of section 72 of the POPIA – "*Transfers of personal information outside Republic*".
- 4.5. **Authorised persons confidentiality** – The **Contracting Party** must make sure that

the Personnel who are authorised to process the Personal Information have committed themselves to confidentiality (in writing and adequately protecting the disclosure of Personal Information) or are under an appropriate statutory obligation of confidentiality.

- 4.6. **Data security** – The **Contracting Party** must implement **Appropriate Reasonable Technical and Organisational Measures** to make sure that the level of security is appropriate to the risks to the Personal Information in terms of Applicable Data Protection Laws. The **Contracting Party** shall provide to Engen at any time on request a detailed written description of the **Appropriate Reasonable Technical and Organisational Measures** in place to protect Personal Information as required. This applies to both physical security aspects as well as technological and software security aspects of its **Processing** activities.
- 4.7. **Downstream operator authorization** – The **Contracting Party** must respect the conditions for downstream Operator authorisation in terms of Applicable Data Protection Laws, including keeping Engen informed of any change to the role or status of any Sub-Operator.
- 4.8. **Downstream operator contracts** – The **Contracting Party** must respect the conditions for downstream operator contracts in terms of section 20 of the POPIA. In addition, the **Contracting Party** should, at a minimum ensure that -
 - any Downstream operator contract(s) adheres to, and to the extent possible, incorporate the content of this DPA; and
 - obtain written approval prior to concluding any downstream operator contracts relating to information that is processed in terms of this DPA and as contemplated in section 20 of the POPIA.
- 4.9. **Help Responsible Party respond** – The **Contracting Party** must help Engen with **Appropriate Reasonable Technical and Organisational Measures** to fulfil its obligation to respond to requests by -
 - Data Subjects exercising their rights; and/or
 - The Information Regulator as and when required.
- 4.10. **Help Responsible Party with security of Processing.** The **Contracting Party** must take all measures necessary to ensure security of Processing as contemplated in the Applicable Data Protection Laws.
- 4.11. **Help Responsible Party with prior consultation.** The **Contracting Party** must help Engen with its prior consultation obligations in terms of Applicable Data Protection Laws, considering the nature of the Processing and the information available to the **Contracting Party**.
- 4.12. **Deletion or return on Termination of the services.** The **Contracting Party** must securely delete or return all the Personal Information to Engen when it has finished providing Engen with the services related to the Principle Agreement (at Engen's choice) and delete all existing copies unless the law requires the **Contracting Party** to continue to store and/or Process the Personal Information.
- 4.13. **Make compliance information available.** The **Contracting Party** must make available to Engen on request, all information necessary to show that it is complying with its obligations emanating from this DPA and the Applicable Data Protection Laws.
- 4.14. **Audits** – The **Contracting Party** shall, on reasonable notice, permit Engen to conduct

appropriate audits or verification exercises to determine whether **Appropriate Reasonable Technical and Organisational Measures** have been implemented and/or that the **Contracting Party** complies with the POPIA or other Applicable Data Protection Laws.

- 4.15. **Illegality of an instruction** – The **Contracting Party** must immediately inform Engen if it thinks that an instruction by Engen in terms of paragraph 4.13 or 4.14 above breaks the law.
- 4.16. **Downstream contract** – The **Contracting Party** must enter into a contract or other written agreement with any Sub-Operator to govern Processing by a Sub-Operator which must include the same data protection obligations contemplated in this DPA, particularly when it comes to **Appropriate Reasonable Technical and Organisational Measures**. The **Contracting Party** will remain fully liable to Engen for the performance of the Sub-Operator's obligations where the Sub-Operator fails to fulfil them.
- 4.17. **Breach notification** – The **Contracting Party** must immediately notify Engen after becoming aware of a Personal Information Breach and provide enough information to permit Engen to consider the facts behind the breach and to thereafter comply with the requirements of Section 22 of the POPIA – “*Notification of Security Compromises*”.
5. **MODEL CLAUSES** – **Contracting Party** will execute or cause its affiliates or any Sub-Operator that it has appointed to execute supplemental terms containing supplementary requirements with Engen as required by Applicable Data Protection Laws from time to time.
6. **BREACH AND TERMINATION** - If the **Contracting Party** breaches this DPA, Engen may regard it as a material breach of the Principle Agreement Memorandum and may be Terminated with immediate effect on written notice. The provisions of paragraph 4.12 will be triggered upon such termination.
7. **OWNERSHIP OF PERSONAL INFORMATION** – The **Contracting Party** hereby acknowledges that it shall not own nor have any rights to the Personal Information except to the extent otherwise contemplated in this DPA.
8. **INDEMNITY** – The **Contracting Party** shall indemnify and keep indemnified Engen in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by Engen or for which Engen may become liable due to or resulting from any breach by the **Contracting Party** (or the **Contracting Party's** employees, agents, suppliers or Sub-Operators) of the **Contracting Party's** obligations arising from the POPIA, any breach of the Applicable Data Protection Laws or under this DPA.

ENGEN PETROLEUM LIMITED	[insert name of CONTRACTOR]
Signature: _____ Name:..... Title: Date: (Who warrants that s/he is duly authorized)	Signature: _____ Name: Title: Date: (Who warrants that s/he is duly authorized)