

VUNANI

LIMITED

WHISTLE BLOWING POLICY

INTRODUCTION

Vunani Limited and its subsidiaries (the “Company”) recognizes that –

- (i) there is a need for documented procedures in terms of which its employees may, without fear of reprisal, disclose any information relating to suspected or alleged criminal or other irregular conduct and activities within the Company;
- (ii) every Company employee has a responsibility to disclose criminal and other irregular conduct occurring in the workplace; and
- (iii) the Company has a responsibility to take reasonable steps to ensure that “Whistleblowers” who disclose such information are protected from any reprisal as a result of making such disclosure.

Accordingly, the purpose of this policy is to –

- (i) enhance and create a culture in the Company aimed at facilitating the disclosure of information by employees, relating to criminal and other irregular conduct in the workplace in a responsible manner;
- (ii) promote the eradication of any criminal and other irregular conduct and activities within the Company;
- (iii) protect an employee from being subjected to any occupational prejudice on account of having made a disclosure as contemplated in this policy;
- (iv) provide certain remedies in connection with any occupational prejudice which may be suffered by a Company employee on account of having made a protected disclosure; and
- (v) provide for procedures in terms of which a Company employee can, in a responsible manner, disclose information regarding improprieties on the part of the Company.

DEFINITIONS

For purposes of this policy statement on protected disclosures, the following definitions apply unless the context determines otherwise:

“**Disclosure**” means any disclosure of information regarding any conduct of the Company, or employee of the Company, made by any Company employee who has reason to believe that the information concerned shows or tends to show one or more of the following:

- (a) that a criminal offence has been committed, is being committed or is likely to be committed.
- (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which that person is subject to;
- (c) that a miscarriage of justice has occurred, is occurring or is likely to occur;
- (d) that the health or safety of an individual has been, is being or is likely to be endangered;
- (e) that the environment has been, is being or is likely to be damaged;
- (f) unfair discrimination as contemplated in the Promotion of Equality and Prevention of Unfair Discrimination Act of 2000; or
- (g) that any matter referred to in paragraphs (a)-(f) above has been, is being or is likely to be deliberately concealed;

“**Impropriety**” means any conduct which falls within any of the categories in the definition of “Disclosure” above, irrespective of whether or not-

- (a) the impropriety occurs or occurred in the Republic of South Africa or elsewhere;
- (b) the law applying to the impropriety is that of the Republic of South Africa or of another country;

“Internal Disclosure” means any Disclosure made to the Company in accordance with the procedures contained in this policy on Protected Disclosures;

“Occupational Detriment” in relation to the working environment of a Company employee, means-

- (a) being subjected to any disciplinary action;
- (b) being dismissed, suspended, demoted, harassed or intimidated;
- (c) being transferred against his or her will;
- (d) being refused transfer or promotion;
- (e) being subjected to a term or condition of employment or retirement which is altered or kept altered to his or her disadvantage;
- (f) being refused a reference, or being provided with an adverse reference, from his or her employer;
- (g) being denied appointment to any employment, profession or office;
- (h) being threatened with any of the actions referred to paragraphs (a) to (g) above; or
- (i) being otherwise adversely affected in respect of his or her employment, profession or office, including employment opportunities and work security;

“Protected Disclosure” means any Disclosure made –

- (a) to a legal practitioner or legal advisor with the object of obtaining legal advice;
- (b) in good faith to the Company substantially in accordance with the procedures contained in this policy on Protected Disclosures;
- (c) in good faith to–
 - a. the Public Protector;
 - b. the Auditor-General; or
 - c. a person or body prescribed by any regulation in terms of the Protected Disclosures Act, 2000 (the **“Act”**) for this purpose and in respect of which the employee reasonably believes that –
 - i. the relevant impropriety falls within any description of matters which, in the ordinary course are dealt with by the person or body concerned; and
 - ii. the information disclosed and any allegation contained in it, are substantially true;
- (d) generally in good faith by an employee –
 - a. who reasonably believes that the information disclosed, and any allegation contained in it, are substantially true; and
 - b. who does not make the disclosure for purposes of personal gain, excluding any reward payable in terms of any law,

and in all the circumstances of the case, it is reasonable to make the disclosure, and one or more of the following conditions apply:

- i. That at the time the Company employee who makes the disclosure has reason to believe that he/she will be subjected to an Occupational Detriment if he/she makes a disclosure to the Company.
- ii. That, in a case where no person or body is prescribed in relation to the relevant Impropriety, the employee making the disclosure has reason to believe that it is likely that evidence relating to the Impropriety will be concealed or destroyed if he/she makes the disclosure to the Company.

- iii. That the Company employee making the disclosure has previously made a disclosure of substantially the same information to the Company or a person or body prescribed, in respect of which no action was taken within a reasonable period after the disclosure.
- iv. That the Impropriety is of an exceptionally serious nature; and

“**Whistleblower**” means any employee making a Protected Disclosure of information regarding, unlawful or irregular conduct by the Company or any of his or her co-employees.

APPLICATION OF THIS POLICY

This policy applies to both the Company and all its employees. It is the responsibility of both the Company and its employees to report any criminal, or irregular conduct occurring at workplace

EXCLUSIONS

Any Disclosure in respect of which an employee commits an offence by making that Disclosure, or made by a legal advisor to whom the information concerned was disclosed in the course of obtaining legal advice, shall not constitute a Protected Disclosure.

PROCEDURE FOR MAKING A PROTECTED DISCLOSURE

A Company employee shall be entitled to make an Internal Disclosure without fear of reprisal and prejudice, in accordance with the procedures set out below.

Phase 1

Any employee of the Company who has a concern or who has information which he or she believes to be true about any Impropriety committed by the Company or another employee may make a Disclosure anonymously on <https://vunani.fraudcracker.com> website.

Any such person who has received a Disclosure from an employee, must fully record the details of the Disclosure together with all supporting information of the alleged Impropriety.

All Disclosures must be treated with utmost confidentiality and sensitivity and must be reported by the person having received the Disclosure to the CFO/CEO, who shall without delay take appropriate action in accordance with Phase 2 below.

Phase 2

On notification of the Disclosure, the CFO/CEO shall consider the Disclosure and all supporting information in order to determine the necessary steps to deal with the Disclosure taking into account:

- (a) The identity of the person to whom the Disclosure was made.
- (b) The seriousness of the alleged Impropriety.
- (c) The possibility of the Impropriety continuing or re-occurring in the future.
- (d) Whether the Whistleblower committed an offence in making the Disclosure.
- (e) Whether the Disclosure is made in breach of a duty of confidentiality of the Company towards any other person.
- (f) Where the Whistleblower has previously made any Disclosure on any action that the Company has taken, or might reasonably be expected to have taken, as a result of the previous Disclosure.
- (g) Public Interest.

Upon evaluating the reasonableness of the Disclosure, the CEO/CFO shall forthwith institute an investigation into such alleged Improprieties, which investigation shall be carried out with the utmost sensitivity and confidentiality so as to protect the identity and safety of the Whistleblower and persons to whom any Disclosure had been made.

In conducting this investigation, the CEO/CFO shall be entitled to question any employees of the Company and request the inspection of any document relevant to the matter investigated.

Where the CEO or senior management are potentially implicated in the alleged Impropriety, the employee may raise his / her concern or make disclosure directly to Chairperson of the SETC members via the <https://vunani.fraudcracker.com> or he / she may forward the report to any of the bodies contemplated in paragraph (c) of the definition of Protected Disclosures for assistance in dealing with the Disclosure, at all times ensuring the Confidentiality of the Whistleblower and persons to whom Disclosures have been made.

Where the investigation reveals the presence of Impropriety, the CEO/CFO shall draft a report which shall include recommendations on dealing with the Impropriety, which recommendations may include:

- (a) Filing a criminal complaint with the South African police with a view to prosecuting the offender(s).
- (b) Taking formal disciplinary action against the offender(s).
- (c) Requesting specialist forensic or other investigation support to thoroughly investigate the alleged impropriety.

The CEO/CFO will forward a copy of the report to the members of the board.

The Whistleblower shall be informed of the outcome of the investigation and the proposed action to be taken.

Nothing in this policy on Protected Disclosure however prevents an employee who has made a Disclosure to the Company and who is not satisfied with the result of the investigation to make a further Disclosure to any person or bodies identified in the definition of Protected Disclosures.

EMPLOYEE PROTECTION

No Company employee shall be subjected to any Occupational Detriment by the Company on account of having made a Protected Disclosure.

The Company shall not include in any contract of employment with any employee provisions which –

- (a) purport to exclude any provision of the Act, including any provision requiring an employee to refrain from instituting or continuing with any proceedings under the Act or for breach of contract; or
- (b) purport to preclude the employee or has the effect of discouraging the employee from making a Protected Disclosure.

REMEDIES

Any employee who has been subjected to any Occupational Detriment by the Company on account of having made a Protected Disclosure may –

- (a) approach any court having jurisdiction for appropriate relief; or
- (b) pursue any other process allowed or prescribed by law.

Any Company employee who has made a Protected Disclosure and who reasonably believes that he or she may be adversely affected on account of having made the Disclosure, must, at his or her request to the Company, and if reasonably possible or practicable, be transferred from the post or position occupied by him or her at the time of the Disclosure to another post or position in the same division or another division of the Company.

The terms and conditions of employment of a person so transferred may not, without his or her written consent,

be less favourable than the terms and conditions applicable to him or her immediately before his or her transfer.