

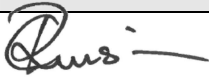
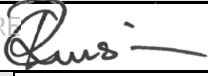


**PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013
ADDENDUM TO THE MANAGEMENT AGENT AGREEMENT**

Between

**GROWTHPOINT MANAGEMENT SERVICES PROPRIETARY LIMITED
REGISTRATION NUMBER: 2004/015935/07**

(“Growthpoint”)

Physical Address	The Place, 1 Sandton Drive, Sandton, Gauteng, 2196		
Email Address	Crennison@growthpoint.co.za		
Signed at	Sandton	Date	11/04/2025
SIGN HERE 			
Name	Chanel Rennison	Who warrants that they are duly authorised to sign	
Office	Growthpoint Management Services (Pty) Ltd		
Signed at	CO Sandton	Date	11/04/2025
SIGN HERE 			
Name	Chanel Rennison	Who warrants that they are duly authorised to sign	
Office	Growthpoint Management Services (Pty) Ltd		

and

VISION ELEVATORS (PTY) LTD
.....
Registration/ID Number ...2006/010380/07.....

(“Service Provider”)

Physical Address	10 Fangio Place, Mahogany Ridge, Westmead, 3610		
Email Address	garreth@visionelevators.africa		
Signed at		Date	03 June 2026
SIGN HERE			
Name	Garreth Burn - Managing Director	Who warrants that they are duly authorised to sign	
Office	Vision Elevators (Pty) Ltd		

The parties hereby agree to the terms and conditions attached hereto.



1. INTERPRETATION

1.1 Unless otherwise stated, or unless the context otherwise requires, the words and expressions listed below shall, when used in this Agreement or in any annexures hereto, bear the meanings ascribed to them:

1.1.1 “the/this Agreement” shall mean the agreement between the Parties, which was signed in or about01 July 2026.....

1.1.2 “this/the Addendum” means this Addendum to the Agreement;

1.1.3 “Data Protection Legislation” shall mean the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as “POPI”);

1.1.4 “Data Subject” shall mean a person whose Personal Information is processed;

1.1.5 “Group” shall mean in relation to any Party, that Company, any company of which it is a subsidiary (its holding company) and any other Subsidiaries of any such holding company; and each company in a Group is a member of the Group and shall include any trust of which a Party may be a beneficiary or to the extent a Party is a trust then such Parties beneficiary/ies;

1.1.6 “Parties” shall mean Growthpoint and Service Provider, and “Party” shall mean any one of them as the context may indicate;

1.1.7 “Personal Information” shall mean information about an identified or identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

(a) Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person.

(b) Information relating to the education or the medical, financial, criminal or employment history of the person.

(c) Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person.

(d) The biometric information of the person.



- (e) The personal opinions, views or preferences of the person.
 - (f) 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.
 - (g) The views or opinions of another individual about the person; and
 - (h) 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;
- 1.1.8 “Processing” shall mean any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including:
- (a) The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use.
 - (b) Dissemination by means of transmission, distribution or making available in any other form; or
 - (c) Merging, linking, as well as restriction, degradation, erasure or destruction of information. Processing includes any online and offline processing and includes such activities as copying, filing, and inputting Personal Information into a database;
- 1.1.9 “Responsible Party” shall mean a person who processes Personal Information belonging to a Data Subject;
- 1.1.10 “Special Personal Information” shall mean information or data about an individual that pertains to racial or ethnic origins, political or religious beliefs, health, or sexual orientation or preferences, biometric data and data regarding minors.
- 1.1.11 Any reference to the singular includes the plural and vice versa;
- 1.1.12 Any reference to natural persons includes legal persons and vice versa;
- 1.1.13 Any reference to one gender includes the other gender;
- 1.2 Where appropriate, meaning ascribed to defined words and expressions in 1.1 shall impose substantive obligations on the Parties, as provided for in the definition concerned.
- 1.3 The clause headings in this Addendum have been inserted for convenience only and shall not be taken into account in its interpretation.



- 1.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.5 When any number of days is prescribed in this Addendum, same shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.6 Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.
- 1.7 This Addendum constitutes an addendum and amendment to the Agreement. Accordingly:
- 1.7.1 All words and phrases in this Addendum have the same meaning and import as they do in the Agreement save where expressly amended in this Addendum.
- 1.7.2 All the definitions contained in the Agreement are to be incorporated into this Addendum, save to the extent that such definition has been expressly amended in this Addendum.
- 1.7.3 Where there is a conflict between this Addendum and the Agreement, this Addendum shall prevail and the Agreement shall be deemed to have been amended accordingly.
- 1.7.4 This Addendum, together with the Agreement forms one indivisible agreement.
- 1.7.5 Save as specifically provided for in this Addendum, the terms and conditions of the Agreement shall remain and continue to be of full force and effect in all respects.

2. RECORDAL

WHEREAS the Parties have entered into a contractual relationship, in terms of which Service Provider will/has gained access to and processes Personal Information for which Growthpoint is the Responsible Party.



AND WHEREAS the Parties wish to record the Service Provider's obligation to comply with the Data Protection Legislation.

NOW THEREFORE the Parties agree to the following:

3. TERM

Despite the date of signature hereof by the Parties, this Addendum shall commence on 1 June 2020 and shall endure for as long as the Service Provider processes Personal Information on Growthpoint' behalf.

4. UNDERTAKING AND INSTRUCTION

4.1 Service Provider undertakes to process the Personal Information that it has access to under this Addendum on behalf of Growthpoint, for the purpose of fulfilling this Addendum and during the term of this Addendum. Service Provider further undertakes:

4.1.1 To Process the Personal Information in accordance with the Data Protection Legislation, this Addendum and any other documented instructions from Growthpoint. Service Provider may, however, without instructions Process information required by a law of the Republic of South Africa, but shall inform Growthpoint of such requirement prior to Processing, unless Service Provider is prohibited by law to give such information to Growthpoint.

4.1.2 Not to utilize Personal Information transferred to or transferred by Service Provider, collected for or collected by Service Provider, produced for or produced by Service Provider or in any other way Process Personal Information under this Addendum in its business.

4.1.3 To keep the Personal Information confidential and not to disclose the Personal Information to any third parties or in any other way use the Personal Information in contradiction of this Addendum. Service Provider shall also ensure that its employees and other persons authorised by it to Process the Personal Information have committed themselves to confidentiality or are under an appropriate statutory or contractual obligation of confidentiality.



- 4.1.4 To consider the nature of its Processing of Personal Information, by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Growthpoint' obligation to respond to and to fulfil requests from Data Subjects exercising their rights to: transparency, information and access to Personal Information, rectification and erasure, and to object to processing and profiling based on automated decision making.
- 4.1.5 To assist Growthpoint in ensuring the implementation of security measures, management of Personal Information breaches, and conducting data privacy impact assessments considering the nature of the processing and the information available to Service Provider.

5. TRANSFER OF PERSONAL INFORMATION

- 5.1 Service Provider may not transfer Personal Information to another country, unless Growthpoint has specifically requested or approved such transfer.
- 5.2 Written approval is required to be provided in respect of every entity and/or transmission receiver of Personal Information separately.
- 5.3 Growthpoint will only approve the transfer of Personal Information to another country in the event that:
 - 5.3.1 The country has a law that provides adequate protection;
 - 5.3.2 The entity to which the Personal Information is transferred is subject to binding corporate rules that provide adequate protection;
 - 5.3.3 There is an agreement between Service Provider and the receiver of Personal Information that provides adequate protection;
 - 5.3.4 The Data Subject consents to the transfer; or
 - 5.3.5 The transfer is necessary for Service Provider to perform its obligations in terms of this Addendum.
- 5.4 Growthpoint will determine in its sole and absolute discretion what constitutes adequate protection in terms of clause 5.3 above.



6. INFORMATION SECURITY

- 6.1 Service Provider shall implement all appropriate technical and organisational measures necessary in order to ensure a level of security, as required pursuant to the Data Protection Legislation and other measures necessary in order for Service Provider to comply with the security requirements set out in this Addendum or that are otherwise required by Growthpoint.
- 6.2 Service Provider undertakes to inform Growthpoint of the technical and organisational measures, which it will implement in order to protect the Personal Information Processed on behalf of Growthpoint. If Service Provider makes changes that could affect the protection of Personal Information, Growthpoint shall be informed of this well in advance before such changes are implemented.
- 6.3 In the event of data breach or any potential violation of information security, Service Provider shall notify Growthpoint without delay after becoming aware of the infringement of information security of Personal Information or any other violation of Data Protection Legislation, this Addendum or the instructions of Growthpoint. As a part of the notification, Service Provider must inform Growthpoint without delay and in writing all the necessary information about the disturbance and the related measures, especially:
- 6.3.1 a description of the nature of the infringement of information security, including the persons affected by the infringement;
 - 6.3.2 the likely consequences of the data breach;
 - 6.3.3 the measures taken or proposed to be taken to remedy the breach;
 - 6.3.4 necessary information for preventing similar infringements of the information security; and
 - 6.3.5 any other information required by Data Protection Legislation for the notification of the data breach.

7. AUDIT

- 7.1 Service Provider shall grant Growthpoint access to all information required in order to verify that the obligations set out in this Addendum are complied with. Service Provider shall facilitate and participate in audits, including inspections, carried out by Growthpoint or a governmental



authority or by a third party authorised by Growthpoint. If Growthpoint uses a third party to carry out the audit, that third party shall not be a competitor of Service Provider and shall undertake confidentiality in relation to Service Provider's information.

- 7.2 Service Provider shall immediately inform and consult with Growthpoint in the event that a supervisory authority initiates or takes any action in relation to Service Provider with regard to the Processing of Personal Information under this Addendum.

8. SUB-PROCESSORS

Service Provider may not engage or replace a sub-processor for the performance of Service Provider's Processing of Personal Information under this Addendum, without obtaining written approval from Growthpoint in advance.

9. INDEMNITY

- 9.1 Service Provider shall, without limitation, hold harmless and indemnify Growthpoint in the event of damage that is attributable to its Processing of Personal Information in breach of this Addendum or the Data Protection Legislation.
- 9.2 For the avoidance of doubt, Service Provider will reimburse Growthpoint in respect of any administrative fines and/or damages that are imposed on Growthpoint as a result of Service Provider being in breach of its obligations, and any administrative fines and/or damages which are imposed on Service Provider in these circumstances shall be borne by Service Provider alone.

10. BREACH

- 10.1 Should any Party breach any provision of this Addendum and fail to remedy that breach within 21 (Twenty One) days of receiving written notice from any Party requiring it to do so, then that Party shall be entitled, without prejudice to any other rights that it may have, whether under this Addendum or in law, to cancel the Agreement without notice or to claim specific performance of all the defaulting Party's obligations, in either event without prejudice to the aggrieved Party's right to claim damages.
- 10.2 Notwithstanding the above, neither Party shall be entitled to cancel the Agreement unless the breach is a material breach of a material term which goes to the root of the Agreement and the



remedy by specific performance or payment of damages would not adequately prevent the other Party from being prejudiced.

11. NOTICES AND *DOMICILIUM*

11.1 The Parties choose as their *domicilium citandi et executandi* their respective addresses set out on the cover page of this Addendum for all purposes arising out of or in connection with this Addendum at which addresses all the processes and notices arising out of or in connection with this Addendum, its breach or termination may validly be served upon or delivered to the Parties.

11.2 A Party may change its *domicilium citandi et executandi* to any address, not being a post office box, by written notice to the other Party with effect from the date of receipt or deemed receipt by the latter of such notice.

11.3 Any notice given in terms of this Addendum shall be in writing and shall: -

11.3.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

11.3.2 If delivered by prepaid registered post be deemed to have been received by the addressee on the tenth business day following the date of such posting;

11.3.3 If transmitted by email or facsimile be deemed to have been received by the addressee 1 (One) business day after such dispatch.

11.4 Notwithstanding anything to the contrary contained in this Addendum, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission shall be adequate written notice of communication to such a Party.

12. WHOLE ADDENDUM

This Addendum constitutes the whole agreement between the Parties as to the subject matter hereof, and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.



13. VARIATION

No addition to or variation, consensual cancellation or novation of this Addendum and no waiver of any right arising from this Addendum or its breach or termination shall be of any force or effect unless reduced to writing and signed by all of the Parties or their duly authorised representatives.

14. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Addendum and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or novation of, or otherwise affect any of that Party's rights in terms of or arising from this Addendum or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

15. COSTS

The Parties shall each bear their own costs incurred relating to the negotiation, drafting and finalisation of this Addendum.

16. GOVERNING LAW

This Addendum shall be governed by and construed and interpreted in accordance with the laws of the republic of South Africa.

17. EXECUTION

The Parties have executed this Addendum by their signatures which appear on the cover page hereof.