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EMPLOYEE DATA SOLUTIONS GUIDELINE

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1. INTRODUCTION

It is important to ensure that our employees are connected and enabled to work from anywhere at any time. The purpose of this guideline is to set out the way in which the group will consider the allocation of data solutions in order to ensure that employees remain connected from any location they work from, at any time they work and ensuring solutions support business continuity. It is recommended that the following criteria is considered when the business makes a decision regarding which data tool of trade should be allocated to the employee:

- the nature of work,
- planned flexibility model,
- the individual's context,
- the amount of time the employee will work off campus, and
- location where the employee works off campus.

2. GLOSSARY OF TERMS

TERM	DESCRIPTION
Blended Working	Refers to a work arrangement whereby the workplace may vary over time and be configured dynamically to include more than one workplace. The components of a blended working model would typically be a combination of one or more office campuses of the bank, working from home, and/or other remote locations such as client sites and other off-campus locations.
Flexible Working	Refers to ways of working that are flexible along both dimensions of time and place. Flexible Working Arrangements may therefore refer to work being performed in units of time (e.g. days, hours, etc) and/or refer to places of work including and beyond office spaces that are traditionally provided by the employer.
Fixed location	A single location off campus that the employee works from at least 60% of the time and is typically the employee's home.
Off campus	A location that is not owned or leased by the bank e.g. an employee's home, a coffee shop, a customer's office/place of work, etc.
On campus	A location that is owned or leased by the bank.
Productive environment	<p>A space the employee can dedicate to the type of work activities he/she needs to execute in line with the agreed performance contract. Some examples that may not be productive:</p> <ul style="list-style-type: none"> • A business run from the employee's home which creates regular disturbances for the employee and/or does not allow the employee to apply him/herself to the work activities e.g. a creche • Employees may have small children and/or other family members at home with no support resulting in the children/family members demanding attention in a way that distracts the employee from executing the required work activities.
Varied location	The employee does not work from a single location but rather has multiple locations he/she works from off campus at least 60% of the time – multiple locations could include but are not limited to the employee's home, a customer's office/place of work, a coffee shop, an on campus location.

3. DATA OPTIONS – ALWAYS ON – DATA CONNECTION

There are 8 Always On – Data Connection options that will allow access to a data connection that enables flexibility and will allow employees to work from varied locations.

Always On – Data Connection-1	Always On – Data Connection-2	Always On – Data Connection-3	Always On – Data Connection-4	Always On – Data Connection-5	Always On – Data Connection-6	Always On – Data Connection-7	Always On – Data Connection-8
<ul style="list-style-type: none"> • Data Allowance • Staff who have an existing data connection that meets the requirements of their role. • Data allowance paid via payroll. 	<ul style="list-style-type: none"> • 3G/4G Low Usage • Can be used from multiple locations. • Low / occasional data use. • Speed is determined by signal strength and coverage. • Dongle required. • VPN connection still required. • Can be used for business or personal. 	<ul style="list-style-type: none"> • 3G/4G Medium Usage • Can be used from multiple locations / baseline. • Normal data use. • Speed is determined by signal, strength and coverage. • Dongle required. • VPN connection still required. • Can be used for business or personal. 	<ul style="list-style-type: none"> • 3G/4G Medium Business Only Usage • Can be used from multiple locations. • Medium data use. • Speed is determined by signal strength and coverage. • Dongle required. • VPN connection still required. • Only business use (controlled by APN). 	<ul style="list-style-type: none"> • 3G/4G High Usage • Can be used from multiple locations. • High data use. • Speed is determined by signal strength and coverage. • Dongle required. • VPN connection still required. • Can be used for business or personal. 	<ul style="list-style-type: none"> • Simple Home Connection Data 	<ul style="list-style-type: none"> • Simple Home Connection Data & Power 	<ul style="list-style-type: none"> • Comprehensive Secure Home Connection Data & Power • Minimum speed 20Mbps. • Uncapped data • No shaping or FUP. • Fibre and LTE connection method. • Personal and business use split and managed separately. • Always On – Data Connection VPN on business SSID. • Ability to monitor data connection and activity on business SSID. • Additional firewall / security on both SSIDs.
Payroll Allowance	Connect 20Gb	Vodacom 50Gb	Vodacom APN – 2 GB – 5GB	Vodacom 100Gb	N/A	N/A	SkyNeXt – Full Solution

4. DETERMINING THE ALLOCATION OF EMPLOYEE DATA SOLUTIONS

The allocation of the appropriate Always On – Data Connection option will be decided by the business unit. The group aims to have a fair and consistent allocation of options based on role however it recognises that there may be exceptions based on employee's individual context and business context that work takes place in, variances of job descriptions that may share the same role title and the business unit's approach to flexible working arrangements.

Factors that business units need to consider when deciding which option is appropriate are:

4.1. NATURE OF WORK:

The nature of work describes the types and characteristics of activities an employee is required to execute in completing work, it considers:

- How the tasks get executed e.g. alone, with a team, with a customer, etc.
- When the tasks need to get executed i.e. whether working hours are scheduled or not.

Understanding the nature of work helps to determine whether work needs to be executed on or off campus.

4.2. PLANNED FLEXIBILITY MODEL

What are the business units plans regarding flexibility? Will you be planning a blended approach and if so, how many days will the employee be in the office? Will business allow employees to work from home permanently?

4.3. INDIVIDUAL'S CONTEXT

If the nature of work enables the employee to work off campus and the business unit has planned to implement a flexibility model, it is key to understand if there is anything in the employee's individual context that prevents them from working off campus. Some key considerations in reviewing the employee's individual context are:

- Does the employee have a productive environment to work from off campus?
- Are there concerns regarding the employee's contribution? If yes, what support is offered to address these concerns?
- Does the employee have a preference regarding where work is executed?

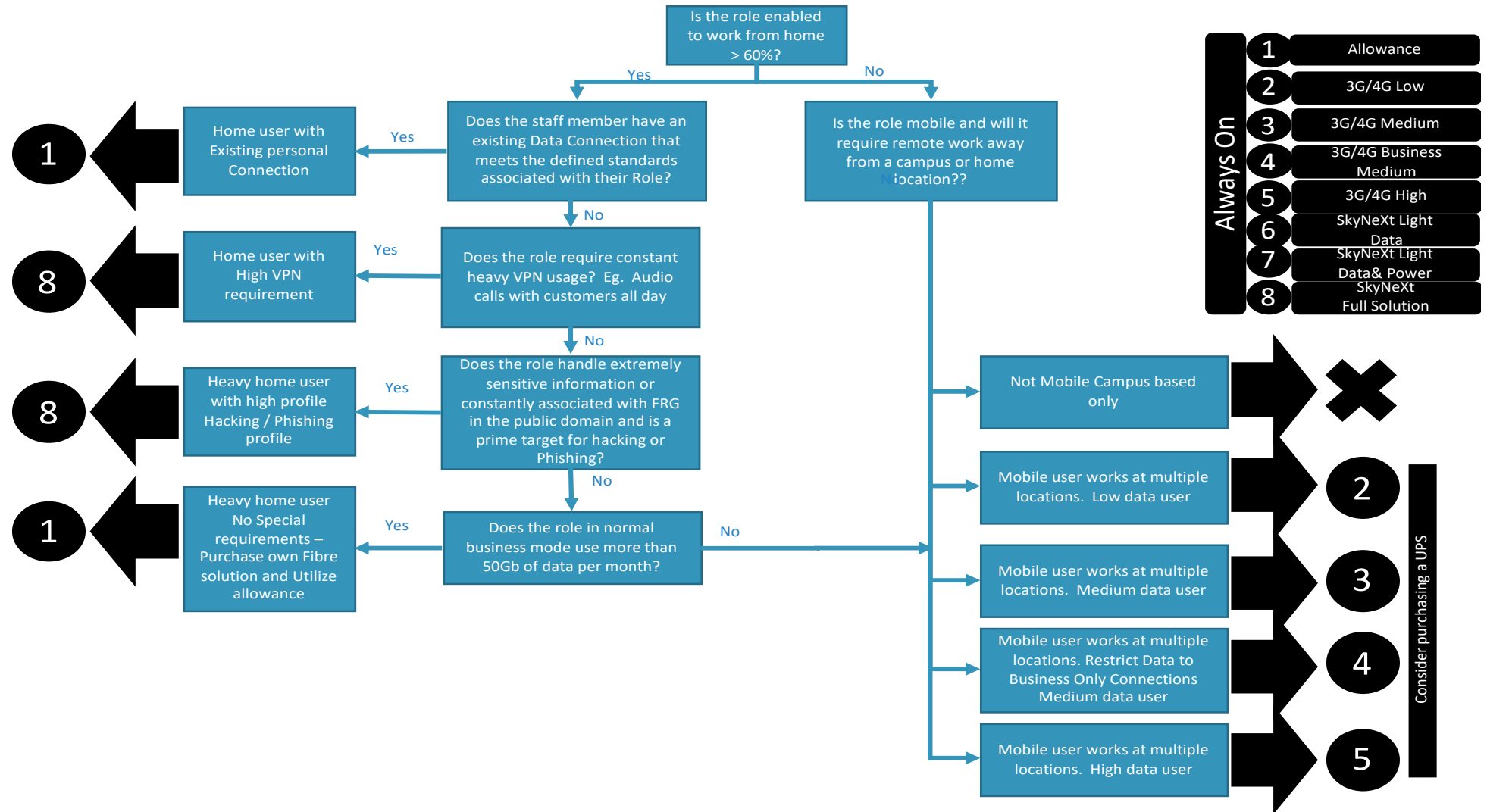
4.4. AMOUNT OF TIME AN EMPLOYEE WILL WORK OFF CAMPUS

The data solutions provided to employees may create taxable fringe benefits, therefore for the solutions to be non-taxable, they must be used mainly for business purposes. From a tax perspective, 'mainly' means more than 50%. The solutions have therefore been determined on the basis that the employee will use them mainly for business purposes so the requirement of 60% off campus seeks to ensure that this is the case. This may further enable employees to claim certain deductions from SARS if they do work from home more than 50% of the year.

4.5. LOCATION WHERE THE EMPLOYEE WORKS OFF CAMPUS

The final consideration in determining the allocation of the data tool of trade is whether the employee will be working at a fixed or varied location i.e. working at a fixed location means that data options like fibre is a viable solution while working at varied or multiple locations means that the employee needs to be enabled with a data solution that can travel with the employee as he/she moves between locations e.g. 3G/4G.

5. DATA TOOLS



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	No data solution – bank Wi-Fi or bank network	Always On – Data Connection 1	Always On – Data Connection 2	Always On – Data Connection 3	Always On – Data Connection 4	Always On – Data Connection 5	Always On – Data Connection 6	Always On – Data Connection 7	Always On – Data Connection 8
Category of data tool of trade	None	Data Allowance	3G/4G	3G/4G	3G/4G	3G/4G			Comprehensive Secure Home Connection Data and Power
Data requirements	None	Low/medium	Low/medium	Medium	Medium	High >30 GB			High >30 GB
Description of data tool of trade	Employees are on campus and have access to the banks Wi-Fi or network	Employees who have an existing data connection that meets the requirement of the role Data allowance paid via payroll	<ul style="list-style-type: none"> • Can be used from multiple locations • Low/ occasional data use • Speed is determined by signal strength and coverage • Dongle required • VPN connection still required • Business use with limited personal use 	<ul style="list-style-type: none"> • Can be used from multiple locations • Baseline/ normal data use • Speed is determined by signal strength and coverage • Dongle required • VPN connection still required • Business use with limited personal use 	<ul style="list-style-type: none"> • Can be used from multiple locations • Medium data use • Speed is determined by signal strength and coverage • Dongle required • VPN connection still required • Only Business use (Controlled by APN) 	<ul style="list-style-type: none"> • Can be used from multiple locations • High data use • Speed is determined by signal strength and coverage • Dongle required • VPN connection still required • Business use with limited personal use 	Currently Not Applicable	Currently Not Applicable	<ul style="list-style-type: none"> • Minimum Speed 20Mbps. The speed can be increased however this will be for the employee's personal cost. • Uncapped data • Fibre and LTE connection method • Personal and business use split and managed separately • Always On – Data Connection VPN on business SSID • Ability to monitor data connection and activity on business SSID • Additional firewall/ security on both SSIDs • Leased UPS (4-5 hours standby power)
Nature of Work	Alone, Team, customer. The nature of the work does not enable work off campus.	Alone, team, customer. The nature of the work enables work off campus.	Alone, team, customer. The nature of the work enables work off campus however the majority of the work is on campus.	Alone, team, customer. The nature of the work enables work off campus however majority of the work is on campus.	Alone, team, customer. The nature of the work enables work off campus.	Alone, team, customer. The nature of the work enables work off campus.			Alone, team, customer. The nature of the work enables work off campus.

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	No data solution – bank Wi-Fi or bank network	Always On – Data Connection 1	Always On – Data Connection 2	Always On – Data Connection 3	Always On – Data Connection 4	Always On – Data Connection 5	Always On – Data Connection 6	Always On – Data Connection 7	Always On – Data Connection 8
Individual Context	The employee <u>does not</u> have a productive environment to work off campus, Or, the employees' performance does not enable work off campus, Or, the employee may prefer to work on campus.	The employee does have a productive environment to work off campus.	The employee does have a productive environment to work off campus.	The employee does have a productive environment to work off campus.	The employee does have a productive environment to work from campus.	The employee does have a productive environment to work off campus.	The employee does have a productive environment to work off campus.	The employee does have a productive environment to work off campus.	The employee does have a productive environment to work off campus.
Location	Fixed, on campus	Fixed or varied	Varied	Varied	Varied	Varied	Fixed	Fixed	Fixed
Time off campus	Not applicable	Not applicable	<40%	<40%	>50%	>50%	>60%	>60%	>60%
Role handles sensitive info or has a high risk of hacking	Not applicable	No	No	No	No	No	No	No	Yes
Tax consequences	None	Fully taxable.	Non-taxable.	Non-taxable.	Non-taxable.	Non-taxable.	Non-taxable.	Non-taxable.	Non-taxable.

6. TERMS AND CONDITIONS

- 6.1 The appropriate data solution is determined by business at its sole discretion but taking into account all the determining principles as outlined in section 4 above.
- 6.2 When allocated an Always On – Data Connection category, the employee may opt instead to select any option lower than the specific allocation (an option to the left of the assigned category) if their personal situation deems this to be more favorable. This would include the selection of a data allowance (Always On – Data Connection 1).
- 6.3 Before the data solution is implemented the employee would be required to confirm a number of qualifying criteria. In addition, if data usage or qualifying criteria is not adhered to the solution may be amended or removed at any time at the sole discretion of the bank.
- 6.4 Employees assigned a 3G or 4G solution will be contacted to ensure they have a suitable 3G/4G dongle or MIFI device and appropriate SIM card. All old equipment and SIMS from previous contracts are returned.
- 6.5 The allocation of data solutions is predominantly for business use. Data usage, particularly of 3G and 4G solutions will be monitored. If personal data usage is high the allocation and usage profile will be assessed. Business at its sole discretion will decide if the benefit will be removed or reduced.
- 6.6 Where data usage is continuously lower than 50% the sim card will be flagged and assessed. Business at its sole discretion will decide if the benefit will be reduced.
- 6.7 Employees may only be allocated one data solution at any given time. At no time will the employee be allocated two Always On – Data Connection solutions.
- 6.8 Employees who are approved for Always On – Data Connection 8 – SkyNeXt full solution are required to sign an agreement, see Appendix A. The installation cannot take place in the absence of a signed agreement. Please refer to [ServiceNow](#) for full SkyNeXt information.
- 6.9 All new data allowances – Always On – Data Connection 1 must be aligned to Always On – Data Connection value as amended from time to time. Business does not have the discretion to alter or change this value. However, employees that are currently receiving a higher allowance value will be allowed to maintain the allowance value and will not receive an increase to this value until the bank wide agreed value aligns to the value currently received (i.e., if currently receiving R 600 they will not receive an adjustment until the bank agreed value is R 600 and it is agreed to increase it).
- 6.10 The current allocation will be reviewed and may change when the employee changes jobs/roles and/or business units.

7. DISCIPLINARY ACTION

- 7.1. The group trusts its employees to conduct themselves in a manner that is ethical and to the benefit of the group, fellow employees and other stakeholders by honouring the groups' philosophy and promises.
- 7.2. Should the employee breach any term and condition of this guideline and the addendum, disciplinary action may be taken.

8. ACRONYMS

- **FUP** means 'Fair Usage Policy', which is implemented by the network providers, wherein they place a limit on the internet speed for users who continuously exceed normal data use. Where normal data use is defined based on the majority of their customer base usage.
- **SSID** means 'Service Set Identifier' it is the name of the wireless network, also known as Network ID. This is viewable to anyone with a wireless device within reachable distance of your network.
- **APN** means 'Access Point Name' and defines the network path for all cellular data connectivity. Some carriers require you to enter your APN settings to set up your cellular service.
- **VPN** means 'Virtual Private Network' and describes the opportunity to establish a protected network connection when using public networks. VPNs encrypt your internet traffic and disguise your online identity. This makes it more difficult for third parties to track your activities online and steal data.
- **MIFI** means 'my WiFi'. MiFi is a portable broadband device that allows multiple end users and mobile devices to share a 3G or 4G mobile broadband Internet connection and create an ad-hoc network.

APPENDIX A:**ADDENDUM TO CONTRACT OF EMPLOYMENT (SKYNEXT)**

between

FIRSTRAND BANK LIMITED

1929/001225/06 (Registration Number)

(the Bank)

and

_____ (Name)

_____ (Employee number)

(Employee)

(hereinafter referred to as 'the Addendum')

1. INTRODUCTION

- 1.1 The Employee is employed in the position of [Insert position] ("position") at the Bank.
- 1.2 The Employee's position at the Bank enables him/her to work from his/her place of residence for 60% - 100% of the time.
- 1.3 The Bank will provide the Employee with SkyNeXt, a connectivity service, for the performance of his/her duties.
- 1.4 This service consists of [insert package] that will be paid for by the Bank. Business has discretion to decide on a suitable SkyNeXt package for the employee.
- 1.5 SkyNeXt will be installed at the Employee's place of residence and is to be used by the Employee in order to fulfil his/her duties at the Bank.

The Bank and Employee (the Parties) agree that the terms and conditions contained in this Addendum shall form part of the Contract of Employment.

2. GENERAL

- 2.1. Any provisions contained in the Contract of Employment governing the interpretation thereof, shall also govern the interpretation of this Addendum.
- 2.2. The Bank and the Employee agree that the provisions in the Contract of Employment which have not been amended by this Addendum, shall remain in force and effect, and shall apply to this Addendum.
- 2.3. No agreement to vary, add to or cancel this Addendum or any part thereof will be of any force or effect unless reduced to writing and signed by the Parties.

3. DURATION

- 3.1 This Addendum shall commence on [insert date] and shall be reviewed on [insert date].
- 3.2 The Bank may, at its sole discretion, extend the period or terminate this Addendum.

4. TERMINATION

- 4.1. Notwithstanding the provisions of clause 3, the Bank may at any point in time and at its sole discretion, terminate this addendum. These circumstances include the following:
 - 4.1.1. If the employees' contract of employment is terminated for any reason or if the employee proceeds on PHI. if the nature of the Employee's position changes at any point in time and the position does not qualify for the Employee to work at his/her place of residence.
 - 4.1.2. If the Employee works less than 60% of his/her time at his/her place of residence.
 - 4.1.3. If business needs are not being met and the Employee's performance falls below an acceptable level and the support required to enable improved performance can only be made available on campus.
 - 4.1.4. If there are changes to operational requirements.
- 4.2. In the event that this addendum is terminated, the SkyNeXt product will be cancelled with immediate effect and the Employee will have no further claim to this product.
- 4.3. The Employee agrees to facilitate the removal of the devices installed at his/her premises at a date and time specified by the Bank.
- 4.4. The Employee cannot move the devices due to health and safety policies. Should a move to a new home be required a Fibre to Home Change of Address request must be completed. There are fees for moving and installing the devices to a new location, the Employee is personally responsible for paying all fees in this regard. This fee will be borne by the Bank should the Bank instruct the Employee to transfer to a new location
- 4.5. The Employee acknowledges and agrees that the Uninterrupted Power Supply (UPS) can only be used to power business devices and should never be used to power household appliances.
- 4.6. The Employee is responsible for any costs incurred as a result of exceeding the fair usage policy.

All other terms and conditions of employment are unchanged.

_____ Name:	_____ Full Name:
_____ Title:	_____ Date:
_____ Date:	Employee
FirstRand Bank Limited	

Duly Authorised