



BMW Group South Africa

**676651**

Ms Zandile Mahlangu  
28783 Buthelezi Street  
Mamelodi East  
Pretoria  
0122

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Zandile,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

## **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

## **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

## **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

## **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

### **Postal address**

PO Box 2955  
Pretoria 0001

### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To archive this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Zandile Mahlangu (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Zandile Mahlangu





BMW Group South Africa

**676652**  
Mr Karabo Seunane  
49 Long Street  
Ekurhuleni  
Kempton Park  
1459

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Karabo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/31** and shall automatically terminate on **2025/03/31**.

### **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

#### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### **Postal address**

PO Box 2955  
Pretoria 0001

#### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
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- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To archive this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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1. Comply with BMW's legal obligations, as employer, towards you as employee.
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3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

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Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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**Appointment Contract: Production Associate Trainee**

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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**Appointment Contract: Production Associate Trainee**  
25 October 2024  
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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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Subject                   **Appointment Contract: Production Associate Trainee**  
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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

---

Raymonde Roux  
Head of HR Services

---

Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Karabo Ronny Seunane (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Karabo Ronny Seunane





BMW Group South Africa

**676653**

Ms Tumisang Tlhoale  
9960 Unit 17  
Ga-Rankuwa  
Pretoria  
0208

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Tumisang,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

#### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### **Postal address**

PO Box 2955  
Pretoria 0001

#### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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**Appointment Contract: Production Associate Trainee**  
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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To archive this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject                   **Appointment Contract: Production Associate Trainee**  
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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**Appointment Contract: Production Associate Trainee**

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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**Appointment Contract: Production Associate Trainee**  
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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

---

Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Tumisang Tryphosa Tlhoale (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Tumisang Tryphosa Tlhoale





BMW Group South Africa

**676654**  
Mr Tumelo Selowa  
Tshesane Street  
Soshanguve  
Pretoria  
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Tumelo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

#### Company

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### Postal address

PO Box 2955  
Pretoria 0001

#### Office address

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### Board of Directors

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To archive this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Tumelo Glen Selowa (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Tumelo Glen Selowa





BMW Group South Africa

**676656**

Ms Tsholofelo Tshabalala  
26913 Extension 6  
Soshanguve  
Pretoria  
0152

Your/Our Reference

Your message dated

Department/From

Telephone

Fax

E-mail

Date

Subject

HR Services, PE-66

012 522 4114

askhrservices.za@bmwgroup.com

25 October 2024

**Appointment Contract: Production Associate Trainee**

Dear Tsholofelo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

#### Company

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### Postal address

PO Box 2955  
Pretoria 0001

#### Office address

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### Board of Directors

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
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This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

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- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
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You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

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Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

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To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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**CONFIDENTIALITY**

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**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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Subject

**Appointment Contract: Production Associate Trainee**

Date

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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully

BMW (South Africa) (Pty) Ltd.

---

Raymonde Roux  
Head of HR Services

---

Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Tsholofelo Gladys Tshabalala (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Tsholofelo Gladys Tshabalala



BMW Group South Africa

**676657**

Ms Sesi Nduli  
26399 Khuba Street  
Mamelodi East  
Pretoria  
0122

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Sesi,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

#### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### **Postal address**

PO Box 2955  
Pretoria 0001

#### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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**Appointment Contract: Production Associate Trainee**  
25 October 2024  
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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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**Appointment Contract: Production Associate Trainee**  
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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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Subject                   **Appointment Contract: Production Associate Trainee**  
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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

---

Raymonde Roux  
Head of HR Services

---

Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Sesi Happy Nduli (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Sesi Happy Nduli



BMW Group South Africa

**676659**

Ms Bonelelwa Ncube  
1 Tamarisk Road  
Weltevreden Park  
Roodepoort  
1700

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Bonelelwa,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

#### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### **Postal address**

PO Box 2955  
Pretoria 0001

#### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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**Appointment Contract: Production Associate Trainee**  
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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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### **OTHER REMUNERATIVE WORK**

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

### **BMW SA PROPERTY AND CLOTHING**

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

### **GENERAL PROVISIONS**

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Bonelelwa Loraine Ncube (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Bonelelwa Loraine Ncube





BMW Group South Africa

**676660**  
Ms Tshiamo Mathibe  
2269 U-Extension  
Mabopane  
Pretoria  
0193

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Tshiamo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

**Company**  
BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

**Postal address**  
PO Box 2955  
Pretoria 0001  
**Office address**  
1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685  
**Tel** +27(0)12 522 3000  
**Fax** +27(0)12 522 2347  
**Internet** www.bmw.co.za

**Board of Directors**  
Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)  
Dr. J R Kemminer\*\* (CFO)  
Dr. N Fichtmüller\*\*  
D J Modise  
T Achenbach\*\*  
C C Pillay  
T Moodally  
T S Profit-McLean\*\*\*  
S Mabaso-Koyana\*\*\*  
\*Serbian \*\*German  
\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

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To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

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3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

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You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

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**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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### **OTHER REMUNERATIVE WORK**

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

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- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
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- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

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I Tshiamo Mathibe (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Tshiamo Mathibe





BMW Group South Africa

**676661**

Ms Kgothatso Maphoso  
4577 Kanana Extension 01  
Tshwane  
Hammanskraal  
0400

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Kgothatso,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

#### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### **Postal address**

PO Box 2955  
Pretoria 0001

#### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To archive this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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### **OTHER REMUNERATIVE WORK**

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

### **BMW SA PROPERTY AND CLOTHING**

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

### **GENERAL PROVISIONS**

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Kgothatso Sinah Maphoso (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Kgothatso Sinah Maphoso



BMW Group South Africa

**676662**

Ms Onkgopotse Peete  
2280 Block L  
Soshanguve  
Pretoria  
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Onkgopotse,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

## **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

## **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

## **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

## **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

### **Postal address**

PO Box 2955  
Pretoria 0001

### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

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**Internet** www.bmw.co.za

### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

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**NON-PERMANENT**

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**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

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BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

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- a) report directly to a designated Manager.
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- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
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- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
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## **ADMINISTRATION**

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### **INDUCTION**

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### **POLICIES AND INSTRUCTIONS**

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The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

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Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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**Appointment Contract: Production Associate Trainee**

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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**Appointment Contract: Production Associate Trainee**  
25 October 2024  
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### **OTHER REMUNERATIVE WORK**

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

### **BMW SA PROPERTY AND CLOTHING**

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

### **GENERAL PROVISIONS**

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Onkgopotse Eunice Peete (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Onkgopotse Eunice Peete





BMW Group South Africa

**676663**

Mr Owners Nwanduli  
S1839 Extension 14  
Soshanguve  
Pretoria  
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Owners,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

## POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

## DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

## DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

## PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

### Company

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

### Postal address

PO Box 2955  
Pretoria 0001

### Office address

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

### Board of Directors

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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**Appointment Contract: Production Associate Trainee**  
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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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**Appointment Contract: Production Associate Trainee**

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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**Appointment Contract: Production Associate Trainee**  
25 October 2024  
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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

---

Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Owners Nwanduli (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Owners Nwanduli





BMW Group South Africa

**676665**

Mr Danru Leibrandt  
528 Ulundi Avenue  
Mountain View  
Pretoria  
0082

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Danru,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

## **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

## **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

## **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/28** and shall automatically terminate on **2025/03/31**.

## **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

### **Postal address**

PO Box 2955  
Pretoria 0001

### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

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You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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### **OTHER REMUNERATIVE WORK**

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

### **BMW SA PROPERTY AND CLOTHING**

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

### **GENERAL PROVISIONS**

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Danru Leibrandt (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Danru Leibrandt





BMW Group South Africa

**676667**

Mr Keorapetse Malekane  
31 Lebanon  
Mabopane  
Pretoria  
0190

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Keorapetse,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

#### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### **Postal address**

PO Box 2955  
Pretoria 0001

#### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
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- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
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## **ADMINISTRATION**

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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**Declaration of interest**

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**CONFIDENTIALITY**

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**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

## BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

## GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:  
6 Frans du Toit Street,  
Rosslyn,  
Pretoria,  
0200

Your (address):

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Subject                   **Appointment Contract: Production Associate Trainee**  
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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

---

Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Keorapetse Malekane (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Keorapetse Malekane





BMW Group South Africa

**676668**

Ms Gugu Kubheka  
10068 Eiselen Street  
Daveyton  
Benoni  
1520

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Gugu,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

### **POSITION**

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

### **DEPARTMENT**

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

### **DURATION**

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

### **PLACE OF WORK**

The normal place of work for you shall be Plant Rosslyn.

#### **Company**

BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
03/24

#### **Postal address**

PO Box 2955  
Pretoria 0001

#### **Office address**

1 Bavaria Avenue  
Randjespark Ext.17  
Midrand 1685

**Tel** +27(0)12 522 3000

**Fax** +27(0)12 522 2347

**Internet** www.bmw.co.za

#### **Board of Directors**

Dr M Nedeljković\* (Chairman)  
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer\*\* (CFO)

Dr. N Fichtmüller\*\*

D J Modise

T Achenbach\*\*

C C Pillay

T Moodally

T S Profit-McLean\*\*\*

S Mabaso-Koyana\*\*\*

\*Serbian \*\*German

\*\*\*Non-Executive

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**NON-PERMANENT**

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

**BINDING AGREEMENT**

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

**REMUNERATION**

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

**HOURS OF WORK**

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

**GENERAL BENEFITS****LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

**OTHER BENEFITS**

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

**RELOCATION**

You shall be responsible for your own relocation costs, should relocation be necessary.

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## **DUTIES AND RESPONSIBILITIES**

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
  - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
  - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
  - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
  - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

## **TERMINATION**

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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## **ADMINISTRATION**

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

## **GENERAL COMPANY CONDITIONS**

### **INDUCTION**

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

### **POLICIES AND INSTRUCTIONS**

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

### **LEGAL COMPLIANCE**

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

### **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at [InformationOfficer@bmw.co.za](mailto:InformationOfficer@bmw.co.za).  
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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**Appointment Contract: Production Associate Trainee**

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

**Declaration of interest**

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

**CONFIDENTIALITY**

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

**COMMUNICATION INFRASTRUCTURE**

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

**SEARCHES AND INVESTIGATIONS:**

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

**DEDUCTIONS**

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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## OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

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Rosslyn,  
Pretoria,  
0200

Your (address):

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- e.       You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f.       This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g.       By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h.       Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully  
BMW (South Africa) (Pty) Ltd.

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Raymonde Roux  
Head of HR Services

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Walter Ntantiso  
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Gugu Simphiwe Kubheka (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

---

Signature  
Gugu Simphiwe Kubheka