

Moshe Matabologa  
Dunbar Street  
2022  
Gauteng

Department/From PE-66 / HR Services  
Telephone +27-12-522-4114  
Fax  
E-mail askhrservices.za@bmwgroup.com  
Date 10.01.2024  
Subject **GRADUATE APPOINTMENT CONTRACT**

Dear Moshe,

We are pleased to confirm your appointment with BMW (South Africa) (Pty) Ltd ("BMW") on the following terms and conditions, which shall constitute the agreement:

#### **APPOINTMENT**

- 1. Position:** You are appointed in the position as GRADUATE TRAINEE for the purposes of being trained and gaining work experience for the specified period to enable you to enter a job or profession.
- 2. Department:** You will initially be placed in the following department: South Africa. However, please be advised that BMW reserves the right to re-allocate your resources to other department/s, entirely at its discretion, and the position and department described herein should under no circumstances be regarded as a fixed position or department.
- 3. Duration:** You are appointed for the period of 24 (twenty-four) months, with effect from February 1, 2024 (the "Effective Date") until January 31, 2026 (the "Termination Date"). The period of appointment is however conditional upon you successfully completing BMW's Work Readiness programme after a period of 12 (twelve) months.
- 4. Place of Work:** The normal place of work for you shall be Rosslyn or such other place within

**Company**  
BMW (South Africa) (Pty) Ltd.  
Registration Number  
1960/000196/07  
A BMW Group Company  
08/23

**Postal Address**  
PO Box 2955  
Pretoria 0001  
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1 Bavaria Avenue  
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**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  
\*\*\*T S Profit-McLean  
\*\*\*S Mabašo-Koyana  
\* Serbian \*\* German  
\*\*\*Non-Executive

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South Africa as BMW may determine from time to time on notification to you.

5. **Non-permanent:** Your appointment is on a temporary contract basis and it is expressly agreed between the parties that BMW has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW, nor have you accepted an appointment on such basis.
6. **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.
7. **Conditional appointment:** This appointment is subject to the successful completion of your Degree/Diploma, and the attainment of results that are, entirely in BMW's discretion, satisfactory to BMW. Should you, for any reason, fail to qualify for your Degree/Diploma and/or fail to achieve the satisfactory results required by BMW, BMW reserves to itself the right to withdraw this appointment.
8. **Training:** You will be required to participate in specified training programmes at a venue to be confirmed, where you will receive classroom training and you will do your workplace training at BMW. The costs and expenses of the training and development will be borne by BMW, subject to the provisions contained herein.

#### REMUNERATION

9. BMW shall remunerate you for the services to the amount of R 24,500.00 per month, less any statutory deductions.
10. You shall be paid on a monthly basis by electronic transfer into your bank account.

#### HOURS OF WORK

11. Your standard working hours are **40** (forty) hours per week.
12. You are entitled to a daily thirty minute lunch break.

#### LEAVE

13. For the duration of this agreement you will accumulate 1.25 days' leave per month worked. You will be paid in respect of leave due when this agreement terminates.

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

#### **DUTIES AND RESPONSIBILITIES**

- 15.** 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 or any person acting on its behalf;
  - d.** at all times use your best endeavours to further BMW's interests and objectives;
  - e.** comply with the rules, policies, procedures and regulations of BMW and/or any such other legislation as may be applicable to the business and operations of BMW from time to time;
  - f.** complete your assigned tasks to a reasonable standard and within reasonable deadlines;
  - g.** use your utmost endeavours to protect and promote the business and interests of BMW and to preserve its reputation and goodwill;
  - h.** be true and faithful to BMW in all dealings and transactions whatsoever relating to its business and interests; and
  - i.** use the assets of BMW entrusted to you with the utmost care.
  - j.** You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- 16.** BMW may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW's operational requirements.

#### **TERMINATION AND REPAYMENT OF MONEY**

- 17.** This agreement and your employment with BMW shall terminate either automatically on the Termination Date through the effluxion of time or at such earlier date as set out below.
- 18.** The agreement may be terminated by BMW at an earlier stage for operational requirements as a result of unexpected decreases in customer demand and/or changes in market conditions

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causing a reduction in output targets. The notice periods in terms of clause 22 will apply in this event.

- 19.** The agreement will be terminated by BMW at the end of 12 months in the event that you do not successfully complete the BMW Work Readiness Programme.
- 20.** Should you not accept an offer of employment after completion of the 24 month programme you will be liable to reimburse BMW for training costs incurred during the period.
- 21.** It is specifically agreed that termination as specified in clause 18, 19 and 20 above shall not constitute a dismissal.
- 22.** This agreement may be terminated prior to the Termination Date either by you or by BMW on giving 1 (one) month's notice in writing.
- 23.** Notwithstanding the provisions set out above, during the contract term, this agreement may be terminated at any stage for misconduct, poor work performance, incapacity or the operational requirements of BMW, or for any other reason justified in law, and BMW 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 may have, whether in contract, statute or otherwise.
- 24.** 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 or any related entities of BMW, 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.
- 25.** You shall be liable to re-pay to BMW such costs and expenses in relation to training and development which BMW has expended on your behalf as are set out in clause 25 and 26 below in the following circumstances:
  - a.** If you resign from BMW; or
  - b.** If BMW has terminated your employment by reason of your non-compliance with the employment conditions as stated above; or
  - c.** BMW has terminated your employment by reason of your misconduct.
- 26.** In the event that you resign from BMW:-

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- a.** Within 12 months from the Effective Date, you shall be liable to repay to BMW 100% of the training costs incurred;
  - b.** Within 18 months from the Effective Date, you shall be liable to repay to BMW 50% of the training costs incurred; and
  - c.** Within 22 months from the Effective Date, you shall be liable to repay to BMW 25% of the training costs incurred.
- 27.** In the event that your employment has been terminated for reasons stated in clause 25 b. or c. above, you shall be liable to repay to BMW 100% of the training costs incurred.
- 28.** Should you become physically or mentally incapable of completing your period of employment, or die, you, or your estate as the case may be, shall not be liable for any payments in respect of the costs and expenses relating to training referred to above.

#### **ADMINISTRATION**

- 29.** 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. 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.
- 30.** You will be required to attend a compulsory HIV/AIDS counselling session. This session will take place at the time that you undertake your pre-employment medical examination.
- 31.** 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's employ. In the event that this requirement is not met, BMW will be automatically exonerated for any possible liability in terms of your state of health.
- 32.** Any medical examination as envisaged in terms of this clause will either be conducted by BMW's company doctor at BMW'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 as are necessary for verification purposes.

#### **GENERAL COMPANY CONDITIONS**

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- 33. Induction:** You will be required to attend the corporate induction programme after appointment. Attendance will be compulsory in terms of the ISO 9000 requirements.
- 34. Policies, Guidelines and Procedures:** You shall be subject to all BMW 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. It will be your responsibility to familiarise himself with all such policies, guidelines and procedures.
- 35. Discipline:** You shall be subject to the disciplinary procedures, codes and rules of BMW as determined from time to time. Any problem or feeling of dissatisfaction may be raised through BMW's grievance procedure.
- 36. Confidentiality:** You shall not, either during 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, any information of a confidential nature acquired by you during the duration of this agreement. "Confidential Information" shall include, but shall not be limited to, BMW's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW's clients and/or customers; and/or BMW results.
- 37. Communication infrastructure:** You agree that any communication, to or from you, made using BMW'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's business or relating to any private communication, may be intercepted and/or monitored by BMW. New Roman This also includes all communications, to or from you, made when working remotely or off-site from BMW's premises, while using BMW's infrastructure.

## LEGAL COMPLIANCE AND DATA PRIVACY TRAINING

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions in your employment with the Company. In order to achieve this, you are required to familiarise yourself with the relevant procedures and obtain guidance by completing the required Web-Based Training as follows:

### Data Privacy

[http://intra.bmwgroup.net/Personal/en/45\\_PD/3.2\\_Training/index.htm](http://intra.bmwgroup.net/Personal/en/45_PD/3.2_Training/index.htm)

(Intranet Page for BMW Group Data Privacy; PD)

You are required to complete the training within 30 (thirty) days of your appointment. Once you have successfully completed the training you will be issued with a certificate of completion. Please ensure that you print the certificate, retain a copy for yourself and provide a copy to your Human Resources Business Partner.



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The training must be repeated at regular intervals. Please ensure that you complete the follow-up training within 30 (thirty) days of being prompted to do so.

## **DATA PRIVACY NOTIFICATION**

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardisation, 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 (South Africa) (Pty) Ltd. ("BMW SA"), as part of the BMW Group, **will process your personal information** as well as the **personal information of your dependants 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 BMW Group. In addition, BMW SA 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 SA and/or the BMW Group will be utilised to:

1. Comply with BMW SA's legal obligations, as employer, towards you as employee; and
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto; and
3. Administer and manage all information processed in BMW SA'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 SA and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW SA 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 SA 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 SA with the updated, correct or amended information as soon as possible by utilising the appropriate channels provided to you.

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

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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 Human Resources Business Partner. 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: [dppo@bmw.co.za](mailto:dppo@bmw.co.za) or by telephone at the number stated under the heading "DPPO" on the following link:

[http://intra.bmwgroup.net/ZA/en/8\\_Legal\\_Services\\_%26\\_Compliance/index.htm](http://intra.bmwgroup.net/ZA/en/8_Legal_Services_%26_Compliance/index.htm) (Intranet Page for BMW SA Legal Services and Compliance; AJ-ZA)

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 [compliance.za@bmw.co.za](mailto:compliance.za@bmw.co.za).

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.

### **38 Searches and Investigations**

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





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employee of BMW and to make available to BMW and/or the employee of BMW and/or agent of BMW any information which may be relevant to such investigation.

#### **DEDUCTIONS**

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

#### **OTHER REMUNERATIVE WORK**

40. You may be engaged in other remunerative work outside your rendering of services to BMW, provided that:
- a. the other remunerative work does not interfere with your rendering of services to BMW; and
  - b. the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

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

41. 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, both during the duration of this agreement and thereafter upon termination, at which time you will deliver to BMW all such items in your possession, with the assurance that no such articles remain in your possession.
42. A set of uniform / protective clothing will be supplied by BMW to you when he renders services to BMW and will remain the property of BMW.

#### **GENERAL PROVISIONS**

43. 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.
44. 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.



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- 45.** 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.
- 46.** The parties submit as their respective domicilium citandi et executandi and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:
- a.**     **BMW:**
- 1 Bavaria Avenue,  
  
          Randjespark Ext 17,  
  
          Midrand, 1685
- b.**     **You:**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- 47.** You are obliged to notify BMW 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.
- 48.** This agreement shall, for all purposes be construed in accordance with the laws of South Africa and each of the parties hereby submits itself to the jurisdiction of the South African courts in respect of any legal proceedings which may be instituted in connection with this agreement.
- 49.** By signing this agreement you confirm the correctness of all information provided to BMW 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, or provided to any agent and/or employee of BMW. You also accept that this information is relevant and material in your obtaining this appointment. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW and in which case this agreement with BMW may be terminated with immediate effect.



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**50.**      Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the enclosed copy of this letter. In addition, you are required to complete and return the attached forms (appointment booklet).

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

Yours faithfully

BMW (South Africa) (Pty) Ltd.

  
\_\_\_\_\_  
Raymonde Roux  
Head of, HR Shared Services

  
\_\_\_\_\_  
Elmarie Fourie  
Head of, HR Management NSC, NSFC, FG

Accepted:   
\_\_\_\_\_  
Signature  
**Mr. Moshe Matabologa**

Date: 2024/01/12

