



LOPES ATTORNEYS INC.

PRIVACY POLICY

Lopes Attorneys Inc.

(Registration Number: 2020/881737/21)

Implementation Date: **08 January 2021**

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PRIVACY POLICY

1. INTRODUCTION

- 1.1 The Company endeavours to comply with all laws and regulations for the protection of privacy, which includes but is not limited to the Constitution of the Republic of South Africa, 1996 (the “**Constitution**”) and the Protection of Personal Information Act, 4 of 2013 (“**POPI**”).
- 1.2 The Company acknowledges the integral role played by privacy rights and the importance that such rights are maintained, which is especially important in the context of the legal profession in order for the Company to render adequate and market-leading services within the Republic.
- 1.3 The Company commits to maintaining the standards for the lawful processing of Personal Information and to ensure strict adherence to the rights of Data Subjects, as envisaged under the provisions of POPI.
- 1.4 The Company acknowledges that POPI regulates how anyone, who processes Personal Information, must handle, keep and secure Personal Information, failing which the provisions of POPI may lead to the imposition of certain fines, penalties and criminal sanctions under the provisions of POPI.
- 1.5 To this end, this Privacy Policy is not to be viewed in isolation and must be read together with any further Agreement/s entered into between the Company and the Data Subject.
- 1.6 The Company specifically notes that, to date, no Code of Conduct has been issued by the Information Regulator in relation to the legal industry. That being said, the Company will commit to adhere to the provisions of any Code of Conduct issued now or in future by the Information Regulator, regulating the legal industry, and the provisions of this Policy will be amended accordingly.

2. DEFINITIONS / ACRONYMS

Unless clearly inconsistent with or otherwise indicated by the context:

- 2.1 **Agreement** means any agreement for the provision of Services by the Company, entered into between the Data Subject and the Company including but in no way limited to:

- 2.1.1 Letters of engagement;
 - 2.1.2 Assignment letters; and
 - 2.1.3 Retainer agreements;
- 2.2 **Company** means Lopes Attorneys Incorporated (registration number: 2020/881737/21), a personal liability company incorporated in accordance with the laws of the Republic, and being a duly registered law firm with the Legal Practice Council operating under firm number 66859;
- Consent** means the Data Subject's consent for the (i) processing of the Personal Information (including Special Personal Information) of the Data Subject by the Company, for the purposes of rendering the Services (and any and all legal obligations borne by the Company in order to lawfully render the Services), and (ii) the transferring of Personal Information (including Special Personal Information), outside the Republic (where required). For the avoidance of doubt, the consent provided by the Data Subject is to be an expression of will, providing the permission to process the Personal Information, which consent is noted by the Data Subject as being:
- 2.2.1 Voluntary;
 - 2.2.2 Specific; and
 - 2.2.3 Informed;
- 2.3 **Constitution** means the Constitution of the Republic of South Africa, 1996;
- 2.4 **Data Subject** means the person (natural and/or juristic) to whom the Personal Information relates in rendering the Services by the Company;
- 2.5 **FICA** means the Financial Intelligence Centre Act, 38 of 2001;
- 2.6 **Filing system** means the filing system implemented by the Company for the retention and storing of Personal Information of the Data Subject;
- 2.7 **Information Officer** means the duly appointed Information Officer of the Company, currently Rui Lopes (rui.lobes@lobesattorneys.com);
- 2.8 **Legal Practice Act** means the Legal Practice Act, 28 of 2014;
- 2.9 **Operator** bears the meaning ascribed thereto in section 1 of POPI;

- 2.10 **PAIA** means the Promotion of Access to Information Act, 2 of 2000;
- 2.11 **PAIA Manual** means the Company's Manual in terms of section 51 of PAIA. A copy of the PAIA Manual has been attached hereto marked **Annexure E**;
- 2.12 **Personal Information** bears the meaning ascribed thereto in section 1 of POPI, and includes Special Personal Information contemplated in section 26 of POPI;
- 2.13 **POPI** means the Protection of Personal Information Act, 4 of 2013;
- 2.14 **Republic** means the Republic of South Africa;
- 2.15 **Services** means the provision of legal services offered by the Company; and
- 2.16 **Supplier** means any third party which renders services to the Company for the purposes of enabling the Company to render its services to the Client, a list of which is set out in 12 below.

3. THE SCOPE OF PERSONAL INFORMATION OF THE DATA SUBJECT/S REQUIRED BY THE COMPANY TO RENDER THE SERVICES

- 3.1 The Company will, in the course and scope of its day-to-day operations and in order to render the Services to the Data Subject, obtain the following Personal Information (which may include Special Personal Information) from the Data Subject directly:
 - 3.1.1 The race, gender, sex, marital status, nationality, ethnic or social original, colour, age, language and birth of the Data Subject;
 - 3.1.2 The educational, financial, criminal or employment history of the Data Subject;
 - 3.1.3 The identity number, e-email address, physical address, telephone number, location information of the Data Subject; and
 - 3.1.4 Correspondence sent by the Data Subject that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 3.2 The scope of the Personal Information required by the Company to render the Services to or on behalf of the Data Subject, are dependent upon the nature of the Data Subject, which are mandated in terms of FICA. To this end, a copy of the list of Personal Information

required from the Data Subject in each instances has been attached hereto as **Annexure A**.

- 3.3 The Company confirms that it does not currently engage in Direct Marketing, as contemplated in section 69 of POPI, nor does it currently have any directories, as contemplated in section 70 of POPI. To the extent that this position changes, the Company will take the necessary steps to inform Data Subjects and obtain the necessary consents from the Data Subjects concerned.
- 3.4 For the avoidance of doubt, the provision of the Personal Information of the Data Subject is mandatory for the provision of the Services by the Company.
- 3.5 Where the provision of this Personal Information is refused by the Data Subject, the Company is unable to enter into the Agreement/s and unable to render any Services to the Data Subject.

4. CONSENT BY THE DATA SUBJECT

- 4.1 The Data Subject confirms, that by accepting the provisions of this Policy and the Agreement/s, that the Data Subject has read, understood and accepted the provisions of both the Policy and the Agreement/s and specifically that it has:
 - 4.1.1 Understood that the processing of such Personal Information is required for the purposes of an obligation imposed on the Company under law, including but not limited to FICA and the Legal Practice Act;
 - 4.1.2 Understood that the processing of such Personal Information is required for the performance of the Services, through the entering into and performance under the Agreement/s or any other contract between the Company and the Data Subject;
 - 4.1.3 Understood that, there may be instances where the Personal Information of the Data Subject is transferred outside of the Republic by an Operator of the Company, which is required for the conclusion or performance of a contract, which the Company confirms is concluded in accordance with the interests of the Data Subject; and
 - 4.1.4 Consented to the collection and processing of such Personal Information (including the Special Personal Information), in any event. The consent also relates to the transferring of Personal Information (including Special Personal

Information) outside of the Republic by an Operator of the Company, where necessary.

5. THE SCOPE OF THE PROCESSING OF PERSONAL INFORMATION

5.1 The Company will undertake the following instances of Processing, as defined in section 1 of POPI, in order to render the Services under the Agreement/s to the Data Subject:

- 5.1.1 Collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 5.1.2 Dissemination by means of transmission, distribution or making available in any other form (as required); and
- 5.1.3 Merging, linking as well as restriction, degradation, erasure or destruction of information.

6. REASONS THE COMPANY REQUIRES THE PERSONAL INFORMATION OF THE DATA SUBJECT

6.1 As noted above, the Company requires the Personal Information of the Data Subject for the following overarching reasons, which must not be read in isolation, as these reasons inform one another and are not necessarily self-standing:

6.1.1 For the Company to Comply with Legislation:

6.1.1.1 In terms of the provisions of FICA, the Company is considered an accountable institution, as defined in section 1 of FICA, and thus prior to the establishment of any relationship with a client (Data Subject), certain information must be obtained from the client (Data Subject) by the Company; and

6.1.1.2 The Legal Practice Act also requires that the Company comply with its record-keeping obligations as it pertains to its clients (Data Subjects), as well as accounting/record-keeping obligations.

6.1.2 For the Conclusion of and Performance Under the Agreement/s:

6.1.2.1 In order for the Company to render the Services to the client (Data Subject), the Company is required to obtain the Personal Information of the Data Subject in order to conclude the Agreement/s and render performance of the Services thereunder.

6.2 Two specific instances of the processing of Personal Information by the Company have been dealt with under 7 and 8 below.

7. PROCESSING OF THE PERSONAL INFORMATION OF THE DATA SUBJECT FOR THE PURPOSES OF PRACTICE MANAGEMENT AND INVOICING

7.1 The Company utilises an Operator for the purposes of running the Company's practice management and invoicing platform.

7.2 This is done through the utilisation of the AJS Practice Management Software. A copy of AJS' Privacy Policy has been attached hereto marked **Annexure B**.

7.3 To this end, the Company confirms that physical and electronic copies of invoices, statements and file sheets are also kept by the Company, and are dealt with in section 9 of this Policy.

8. PROCESSING OF THE PERSONAL INFORMATION OF THE DATA SUBJECT FOR FICA PURPOSES

8.1.1 As noted above, the Company is regarded as an accountable institution, as defined in section 1 of FICA, and thus prior to the establishment of any relationship with a client (Data Subject), certain information must be obtained from the client (Data Subject) by the Company.

8.1.2 The Company utilises an Operator for the purposes of running the Company's FICA management and monitoring platform.

8.1.3 This is done through the utilisation of Docfox Africa. A copy of DocFox Africa's Privacy Policy is attached hereto marked **Annexure C**.

8.1.4 To this end, the Company confirms that physical and electronic copies of the Personal Information processed through DocFox Africa's platform for FICA

purposes, as well as any reports produced by DocFox Africa in this regard, are also kept by the Company, and are dealt with in section 9 of this Policy.

- 8.1.5 For the avoidance of doubt, DocFox Africa does provide for the transfer of Personal Information of the Data Subject outside the Republic, specifically to Ireland, and is dealt with in section 15 below.

9. FILING SYSTEM OF THE COMPANY

- 9.1 For the purposes of this section, the Company confirms that the Personal Information obtained from the Data Subject will be stored in a record, as defined in section 1 of POPI.

- 9.2 To this end, the Company confirms that two forms of the Record are created in rendering the Services to the Data Subject:

- 9.2.1 Physical files are created and stored within the premises of the Company.

9.2.1.1 There is only 1 copy of this file at all times;

9.2.1.2 The security of these Physical files are ensured at all times and the Company confirms that they are locked in filing cabinets at the end of each day, which are stored behind a security gate, with alarms and sensor detectors, with armed response being dispatched by SCP Security, with an average response time of between 3 to 5 minutes; and

9.2.1.3 There is only one set of keys for the files, which is held with the Managing Director at all times.

- 9.2.2 Electronic files are also created and are stored on SharePoint, with restricted access available to only appointed personnel of the Company at all times.

9.2.2.1 Microsoft offers robust, multi-layered protection for data security in SharePoint Online. While BitLocker provides disk-level encryption of all data, per-file encryption ensures every change to a file is encrypted using a unique encryption key. Each encryption step uses Advanced Encryption Standard (AES) with 256-bit keys and is Federal Information Processing Standard (FIPS) 140-2 compliant.

10. RETENTION OF RECORDS FOR THE PURPOSES OF THE LEGAL PRACTICE ACT AND FICA

- 10.1 In accordance with the legal obligations imposed upon the Company under FICA and the LPA, the Company will retain the records of the Data Subject, including the Data Subject's Personal Information, for a period of **7 (seven) years** *after* the termination of any Agreement between the Company and the Data Subject.
- 10.2 During this time, although the Company would not be permitted to destroy the records in question, as the retention of such are required by legislation for the period so identified, these may be restricted upon request by the Data Subject
- 10.3 Any request for the deletion of the records of the Data Subject, which may be performed by the Company (i.e. that no legislation requires that such be retained any longer), would be destroyed or de-identified (depending on the request by the Data Subject).
- 10.4 Once completed, the Company will evidence such de-identification or destruction of the Personal Information concerned to the Data Subject.

11. OVERALL DATA SECURITY IMPLEMENTED BY THE COMPANY

11.1 Microsoft Azure:

11.1.1 Microsoft Azure:

- 11.1.1.1 Protects data, apps, and infrastructure quickly with built-in security services in Azure that include unparalleled security intelligence to help identify rapidly evolving threats early;
- 11.1.1.2 Implements a layered, defense in-depth strategy across identity, data, hosts, and networks; and
- 11.1.1.3 Unifies security management and enable advanced threat protection across hybrid cloud environments.

11.2 SharePoint:

- 11.2.1 Microsoft offers robust, multi-layered protection for data security in SharePoint Online.

- 11.2.2 While BitLocker provides disk-level encryption of all data, per-file encryption ensures every change to a file is encrypted using a unique encryption key.
- 11.2.3 Each encryption step uses Advanced Encryption Standard (AES) with 256-bit keys and is Federal Information Processing Standard (FIPS) 140-2 compliant.

11.3 Mimecast:

11.3.1 Mimecast:

- 11.3.1.1 Protects the Company from spam, malware, ransomware, and phishing attacks.
- 11.3.1.2 Safeguards employee communication and reduces risk with targeted threat protection, data leak prevention, and enforced email security controls.
- 11.3.1.3 Provides pervasive email security across three distinct zones: at the email perimeter, inside the network and the organization, and beyond the perimeter.

11.4 Norton Anti-Virus (Norton):

11.4.1 Norton:

- 11.4.1.1 uses a massive malware directory as well as heuristic analysis and machine learning to detect malware and provide an excellent level of **virus** protection;
- 11.4.1.2 offers a variety of **virus** scanning options plus real-time protection to keep malware from Windows, Mac, Android, and iOS devices.

11.5 Weekly Security Checks:

- 11.5.1 The Company conducts weekly security checks throughout its offices and on its online file-keeping processes. A checklist used by the Company is attached hereto marked **Annexure D**.
- 11.5.2 Should the Data Subject wish to review these, a copy may be made available upon request. Consult our PAIA Manual for this information.

12. SUPPLIERS OF THE COMPANY

12.1 Currently, the Company has the following Suppliers, the services rendered being described under them respectively:

12.1.1 **Precision Virtual:**

12.1.1.1 Rendering of Professional Assistant services to the Company;

12.1.2 **YP Info:**

12.1.2.1 Rendering of librarian services to the Company;

12.1.3 **Mimecast:**

12.1.3.1 Email and internet security services to the Company;

12.1.4 **DocFox (identified as an Operator):**

12.1.4.1 Rendering of FICA services to the Company;

12.1.5 **AJS (identified as an Operator):**

12.1.5.1 Rendering of practice management services to the company;

12.1.6 **DK Motiram (identified as an Operator):**

12.1.6.1 Rendering of accounting and auditing services to the Company;

12.1.7 **Afriwise:**

12.1.7.1 Rendering of legal information services to the Company, for the purposes of research;

12.1.8 **LexisNexis:**

12.1.8.1 Rendering of legal information services to the Company, for the purposes of research; and

12.1.9 **The Courier Guy:**

12.1.9.1 Rendering of courier services to the Company.

12.2 In accordance with the provisions of section 20 of POPI, the Company hereby confirms that all Suppliers of the Company, to the extent to which such Suppliers are considered Operators:

12.2.1 Process Personal Information of the Data Subject on behalf of the Company only with the Company's knowledge and/or authorisation; and

12.2.2 Treat such Personal Information of the Data Subject, which comes to their knowledge as confidential and do not disclose it,

Unless required by law or in the course of the proper performance of their duties.

12.3 In accordance with the provisions of section 21 of POPI, the Company hereby confirms that all Suppliers of the Company, to the extent to which such Suppliers are considered Operators:

12.3.1 Have a written contract in place with the Company, which ensures that the Operator processing such Personal Information establishes and maintains the security measures referred to in section 19 of POPI; and

12.3.2 That the Operator is required to notify the Company immediately where there are reasonable grounds to believe that the Personal Information of a Data Subject has been accessed or acquired by an unauthorised person.

13. RIGHTS OF THE DATA SUBJECT

13.1 The Company acknowledges the rights of Data Subjects provided for in terms of section 5 of POPI, and nothing contained herein detracts from the rights of the Data Subject.

13.2 The Company confirms that upon the request for a correction of Personal Information of the Data Subject, in terms of section 24 of POPI, the Company will restrict such Personal Information whilst the investigation and correction of that Personal Information is under way.

13.3 The Company will provide the requisite proof to the Data Subject of the restriction, investigation and correction of the Personal Information in question.

13.4 Nothing contained herein, nor in any Agreement/s between the Company and the Data Subject detracts from the rights of the Data Subject, including the right to lodge a complaint with the Information Regulator.

- 13.5 That being said, the Data Subject has consented for the processing of Personal Information, and the provisions of section 99(2)(b) of POPI are applicable, amongst other provisions of section 99(2) of POPI.

14. BREACH NOTIFICATION

- 14.1 The Company will immediately notify both the Data Subject and the Information Regulator in the event of a breach of the Personal Information of the Data Subject.
- 14.2 The notification will occur where the Operator informs the Company of such a breach, where the Personal Information is processed on behalf of the Company by the Operator, or where the security compromise/breach occurs in relation to the Personal Information held by the Company, where the Company has reasonable grounds to believe that the Personal Information of the Data Subject has been accessed or acquired by any unauthorised person.
- 14.3 Where the security compromise/breach occurs, as contemplated in section 22 of POPI, the Company will immediately notify, the following parties in writing:
- 14.3.1 The Data Subject (unless the identity of the Data Subject cannot be established); and
 - 14.3.2 The Information Regulator.
- 14.4 The notification will be in writing and provide the following information, allowing the Data Subject to take protective measures against the potential consequences of such a security compromise/breach:
- 14.4.1 A description of the possible consequences of the security compromise;
 - 14.4.2 A description of the measures that the Company intends to take or has taken to address the security compromise/breach;
 - 14.4.3 A recommendation with regard to the measures to be taken by the Data Subject to mitigate the possible adverse effects of the security compromise/breach; and
 - 14.4.4 If known to the Company, the identity of the unauthorised person who may have accessed or acquired the Personal Information of the Data Subject.

15. TRANSFERS OF PERSONAL INFORMATION OUTSIDE OF THE REPUBLIC

15.1 The Company confirms that it, *itself*, does not transfer Personal Information of the Data Subject, outside of the Republic, as contemplated in section 72 of POPI

15.2 That being said, some of the Operators of the Company may seek to transfer the Personal Information outside the Republic, however, where this is done:

15.2.1 The third party who is the recipient of the Personal Information is subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection that:

15.2.1.1 Effectively upholds the principles for reasonable processing of Personal Information that are substantially similar to POPI; and

15.2.1.2 Includes provisions, that are substantially similar to section 72, relating to the further transfer of Personal Information; and

15.2.2 The Consent of the Data Subject has been obtained.

RISK RATING

WHAT DOCUMENTS TO REQUEST FROM CLIENT

Please note that this document is for **OFFICE USE ONLY** and should not be sent out to client.

This is to be used as an internal guideline when requesting documents from client.

RISK LEVEL I (High)	<u>Compulsory document iro all entities:</u>	<u>Politically exposed (PEPS) - South African & Foreign</u>	<u>Trust - South African</u>
	BM FICA QUESTIONNAIRE	<ul style="list-style-type: none"> • Certified copy of Passport/ID • Proof of Tax, if any • POA (not older than 3 months) • FATCA form - Foreigner 	<ul style="list-style-type: none"> • Copy of Trust deed (any amendments if any) • Certified copy of Letters of Authority • Copy of ID/Smart Card/Passport of all Trustees • POA of Trustees (not older than 3 months) • Proof of Tax & Vat, if any • Proof of Banking details, if any • Copies of ID of Beneficiaries of Trust. If Beneficiary not named then documents reflecting how beneficiary of Trust is determined • Identification of Founder of Trust
	<u>Foreign Company</u>	<u>Foreign Individual / Non Resident</u>	<u>Shareholding Company</u>
	<ul style="list-style-type: none"> • Foreign Company document (COI;AOA or any legal registration document • Proof of Trading Address • Tax & Vat Confirmation (if any) • Foreign Banking details • Passport/ID of at least 1 director • POA of Director (optional) 	<ul style="list-style-type: none"> • Certified copy of Passport/ID • Proof of Tax, if any • POA (not older than 3 months) • Permit number for non-resident • FATCA form - Foreign National 	<ul style="list-style-type: none"> • Foreign Company document (COI;AOA or any legal registration document • Proof of Trading Address • Tax & Vat Confirmation (if any)
<u>Other Legal persons / Associations / Charities / NGO's / Clubs / Churches and any organ receiving donations</u>	<u>Foreign Trust</u>	<u>Estate Late</u>	
<ul style="list-style-type: none"> • Copy of Constitution / Association Agreement • Copies of ID/Passport/Smart Card of authorised representative (CEO/Chairman) • POA of authorised person • POA of Entity (not older than 3 months) • Proof of Banking details • Proof of Tax & Vat, if any 	<ul style="list-style-type: none"> • Deed of Trust or any reliable founding document • Letter of Authority, if any • Certified copy of Passport/ID of Trustees • POA of Trustees (not older than 3 months) • Proof of Tax & Vat, if any • Proof of Banking details, if any 	<ul style="list-style-type: none"> • Certified copy of Death Certificate • Certified copy of ID of Deceased • Certified copy of LOE/Authority • Copies of ID iro all Executors • POA of Executors • Proof of Banking details in name of Estate, if any 	

RISK RATING

WHAT DOCUMENTS TO REQUEST FROM CLIENT

RISK LEVEL II (Medium)	<u>Compulsory document iro all entities:</u>		<u>South African Company</u>	<u>Shareholding SA Company</u>
	BM FICA QUESTIONNAIRE	<ul style="list-style-type: none"> • Company document [MOI/Articles of Association/CM1/CoR14.3/Disclosure Certificate] • Certificate of name change, if any • Certificate reflecting registered address • List of Directors [CoR39; CoR14.3] • POA reflecting Trading name (not older than 3 months) • Proof of Banking details • SARS document confirming Tax & Vat • Copy of ID/Passport/Smart Card of at least two Directors • POA iro Director (optional) 	<ul style="list-style-type: none"> • Company document [MOI/Articles of Association/CM1/CoR14.3/Disclosure Certificate] • POA reflecting Trading name (not older than 3 months) • SARS document confirming Tax & Vat 	
RISK LEVEL III (Low)	<u>Compulsory document iro all entities:</u>		<u>Company listed on recognised Stock Exchange</u>	<u>Shareholding - Company listed on recognised Stock Exchange</u>
	BM FICA QUESTIONNAIRE	<p>Proof of listing - official document from relevant securities exchange or other acceptable source reflecting current listing status (print out from internet accepted)</p>	<p>Proof of listing - official document from relevant securities exchange or other acceptable source reflecting current listing status (print out from internet accepted)</p>	<p>Proof of listing - official document from relevant securities exchange or other acceptable source reflecting current listing status (print out from internet accepted)</p>
	<u>Natural Person (SA Citizen)</u>	<ul style="list-style-type: none"> • Copy of ID/Passport/both sides of Smart Card • SARS document confirming Income Tax Number • Proof of Banking details (not older than 3 months) • Proof of Residence (not older than 3 months) 	<u>Global Client listed on BakerWorld</u>	<u>Close Corporations</u>
<u>Section Title / Body Corporates</u>	<ul style="list-style-type: none"> • Conduct/Management Rules • House Rules / Constitution • Proof of Tax and Vat, if any • Proof of Banking details • ID & POA of Instructing Trustee 	<ul style="list-style-type: none"> • Foreign Company document (COI;AOA or any legal registration document) • Proof of Trading Address • Tax & Vat Confirmation (if any) 	<ul style="list-style-type: none"> • CK Forms or any other reliable document • Copies of ID/Passport for Members • POA iro all Members • POA if different from registered address • Proof of Tax and Vat, if any • Proof of Banking details in name of CC 	
			<u>Foreign State Owned Enterprises or Banks</u>	
			<ul style="list-style-type: none"> • Completed BM Fica Questionnaire 	

AJS' PRIVACY POLICY

WHO WE ARE

Our website address is: <http://webtest.ajs.co.za>.

WHAT PERSONAL DATA WE COLLECT AND WHY WE COLLECT IT

COMMENTS

When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

MEDIA

If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

CONTACT FORMS

COOKIES

If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you visit our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

EMBEDDED CONTENT FROM OTHER WEBSITES

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

ANALYTICS

WHO WE SHARE YOUR DATA WITH

HOW LONG WE RETAIN YOUR DATA

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

WHAT RIGHTS YOU HAVE OVER YOUR DATA

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

WHERE WE SEND YOUR DATA

Visitor comments may be checked through an automated spam detection service.

YOUR CONTACT INFORMATION

ADDITIONAL INFORMATION

HOW WE PROTECT YOUR DATA

WHAT DATA BREACH PROCEDURES WE HAVE IN PLACE

WHAT THIRD PARTIES WE RECEIVE DATA FROM

WHAT AUTOMATED DECISION MAKING AND/OR PROFILING WE DO WITH USER DATA

INDUSTRY REGULATORY DISCLOSURE REQUIREMENTS



Recent Posts

AJS: THE SMART ACCOUNTANTS CHOICE (<http://webtest.ajs.co.za/2021/06/06/ajs-the-smart-accountants-choice/>)

TASKS MANAGED (<http://webtest.ajs.co.za/2021/05/25/tasks-managed/>)

ARE YOU IN THE PRACTICE OF FORTUNE-TELLING?
(<http://webtest.ajs.co.za/2021/05/18/are-you-in-the-practice-of-fortune-telling/>)

NICE, BUT HOW DO YOU CUT BREAD? (<http://webtest.ajs.co.za/2021/05/11/nice-but-how-do-you-cut-bread/>)

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▶ (<https://www.youtube.com/channel/UCcojxZr4ckIVOXg3ZXP3vg>)



DOCFOX AFRICA PRIVACY POLICY – LAST REVISED 10 JUNE 2020

1. INTRODUCTION

- 1.1. DocFox Africa endeavours to comply with all laws and regulations providing for privacy including, but not limited to the Constitution of the Republic of South Africa, 108 of 1996 and the Protection of Personal Information Act, 4 of 2013 (“the Act”);
- 1.2. This Privacy Policy should not be viewed in isolation and must be read together with any further Agreement/s entered into between the Customer and DocFox Africa (such as an Agreement in terms of which the Customer elects to subscribe for any of the services rendered by DocFox Africa).

2. DEFINITIONS AND INTERPRETATIONS

- 2.1. The following definitions apply:
 - 2.1.1. **Agreement** means the service agreement entered into by DFA and the Customer in relation to the DocFox Services;
 - 2.1.2. **Client** means a client or potential client (whether a natural person or a juristic person) of the Customer;
 - 2.1.3. **Customer** means the party subscribing to the DocFox Services;
 - 2.1.4. **DocFox Incorporated** means DocFox Incorporated, a company registered in accordance with the laws of the State of Delaware, with tax identity number 30-0948232 and which entity has granted DFA the right to sell the DocFox Services to its customers;
 - 2.1.5. **DocFox Software** means the application which is owned by DocFox Incorporated and is accessed via docfoxapp.com;
 - 2.1.6. **DocFox Services** means the services provided utilising the DocFox Software, and include, but are not limited to:
 - 2.1.6.1 The document collection and analysis service;
 - 2.1.6.2 The watchlist screening service;
 - 2.1.6.3 The risk-rating service; and/or

- 2.1.6.4 The bank account verification service;
- 2.1.7. **DFA** means DocFox Africa (Pty) Ltd, a private company duly registered as such in the Republic of South Africa, with registration number 2015/275633/07;
- 2.1.8. **POPI Act** means the Protection of Personal Information Act, 4 of 2013;
- 2.1.9. **Supplier** means any third party which renders services to DFA for purposes of enabling DFA to render the DocFox Services to the Customer and includes DocFox Incorporated;

3. POPI

3.1. The Parties agree that the following terms as utilised in this Privacy Policy shall bear the meanings as ascribed to them in the POPI Act (edited accordingly for purposes of this Privacy Policy):

- 3.1.1. **“De-Identify”** in relation to Personal Information of DFA, the Customer and the Clients as the context requires, means to delete any information that identifies the applicable person/entity; can be used or manipulated by a reasonably foreseeable method to identify the applicable person/entity; or can be linked by a reasonably foreseeable method to other information that identifies the applicable person/entity;
- 3.1.2. **“Personal Information”** means information relating to DFA, the Customer and the Clients, as the case may be including, but not limited to: information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person/entity; information relating to the education or the medical, financial, criminal or employment history of the person/entity; any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person/entity; the biometric information of the person/entity; the personal opinions, views or preferences of the person/entity; correspondence sent by the person/entity that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person/entity; and the name of the person/entity if it appears with other Personal Information relating to such person/entity or if the disclosure of the name itself would reveal information about the person/entity;
- 3.1.3. **“Processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including: the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; the dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure or destruction of information;

- 3.2. DFA shall ensure that it secures the confidentiality and integrity of all Personal Information obtained and/or processed by it or on its behalf in accordance with the provisions of the POPI Act;
- 3.3. The Customer shall ensure that it secures the confidentiality and integrity of all Personal Information obtained and/or processed by it in accordance with the provisions of the POPI Act;
- 3.4. DFA hereby indemnifies the Customer from any liability or loss incurred by the Customer of whatsoever nature as a result of DFA's breach of the obligations bestowed on it, in terms of the POPI Act;
- 3.5. The Customer hereby indemnifies DFA from any liability or loss incurred by DFA of whatsoever nature as a result of the Customer's breach of the obligations bestowed on it, in terms of the POPI Act.

4. Protection of the Customer's Personal Information

- 4.1. DFA shall use the Customer's Personal Information for no other purposes than required to comply with its duties under the Agreement, and shall make no such Personal Information available to any external third party save as provided for in the Agreement and unless it is required for the performance of the Agreement;
- 4.2. DFA shall maintain industry standard administrative, physical and technical safeguards for the protection, security, confidentiality and integrity of the Customer's Personal Information in its custody and control and for the duration of the Agreement and shall ensure that it remains compliant with the provisions of the POPI Act to the extent applicable and as more fully detailed in clause 7 below;
- 4.3. Should the Processing of the Customer's Personal Information be essential for compliance with the Agreement, such Personal Information may only be published and processed within DFA, and/or within the applicable Supplier. Any further Processing or publication of such Personal Information, especially to external third parties (save for by Suppliers), shall not be permitted without the express written consent of the Customer;
- 4.4. DFA shall adhere to all applicable data protection regulations, including in particular to any applicable provisions of the POPI Act;
- 4.5. The Customer shall retain all right, title, and interest in and to the Customer's Personal Information. DFA shall utilise and process the Customer's Personal Information solely for purposes of rendering the DocFox Services and shall not sell, transfer, lease, or otherwise commercially exploit the Customer's Personal Information, save as expressly consented to by the Customer to enable the implementation of the Agreement;

4.6. DFA is not responsible for the accuracy, completeness, or currency of the Customer's Personal Information.

5. Protection of DFA's Personal Information

5.1. The Customer shall use DFA's Personal Information for no other purposes than required to comply with its duties under the Agreement, and shall make no such Personal Information available to any external third party, unless it is required for the performance of the Agreement;

5.2. The Customer shall adhere to all applicable data protection regulations, including in particular to any applicable provisions of the POPI Act;

5.3. DFA shall retain all right, title, and interest in and to its Personal Information. The Customer shall utilise and process DFA's Personal Information solely for purposes envisaged in the Agreement and shall not sell, transfer, lease, or otherwise commercially exploit the Personal Information, save as expressly consented to by DFA to enable the implementation of the Agreement.

6. Protection of the Client's Personal Information

6.1. The Customer warrants that:

6.1.1. It has obtained, alternatively shall obtain the required consent of each Client for purposes of enabling DFA to carry out its functions as envisaged in the Agreement and particularly for purposes of enabling DFA to obtain and process the Personal Information of the Clients, to enable the Client's Personal Information to be provided to Suppliers, and to enable the Client's Personal Information to be processed by Suppliers, for purposes of enabling DFA to render the DocFox Services to the Customer; and

6.1.2. It has obtained, alternatively shall obtain the necessary consent from each Client in order to allow the Customer to provide the Clients' Personal Information to DFA and to the Suppliers;

6.2. The Customer shall use the Personal Information of Clients received by it *via* its use of the DocFox Services strictly for purposes of enabling the Customer to fulfil its obligations as envisaged in the Agreement and for no other purpose whatsoever. The Customer shall not make such Personal Information available to any external third party, unless it is required for the performance of the Agreement;

6.3. DFA shall use the Personal Information of Clients received by it as a result of the Customer's use of the DocFox Services strictly for purposes of enabling DFA to fulfil its obligations in terms of the Agreement and for no other purpose whatsoever. DFA shall not make the Personal Information of the Clients available to any external third party (save for to the Suppliers), unless it is required for the performance of the Agreement;

- 6.4. The Customer shall maintain industry standard administrative, physical and technical safeguards for the protection, security, confidentiality and integrity of the Personal Information of the Clients in its custody and control and for the duration of the Agreement and shall ensure that the Customer remains compliant with the provisions of the POPI Act to the extent applicable;
- 6.5. DFA shall maintain industry standard administrative, physical and technical safeguards for the protection, security, confidentiality and integrity of the Personal Information of the Clients in its custody and control and for the duration of the Agreement and shall ensure that DFA remains compliant with the provisions of the POPI Act to the extent applicable;
- 6.6. Should the Processing of the Personal Information of the Clients by the Customer be essential for compliance by the Customer with the terms of the Agreement, such Personal Information may only be published and processed within the Customer. Any further Processing or publication of the Personal Information of Clients, especially to external third parties, shall not be permitted without the express written consent of the Clients;
- 6.7. Should the Processing of the Personal Information of the Clients be essential for compliance by DFA with the terms of the Agreement or to monitor the functionality of and improve the DocFox Services, such Personal Information may only be published and processed within DFA and the Suppliers. Any further Processing or publication of the Personal Information of Clients, especially to external third parties, shall not be permitted without the express written consent of the Clients;
- 6.8. The Customer and DFA shall each adhere to all applicable data protection regulations, including in particular to any applicable provisions of the POPI Act in relation to the Personal Information of the Clients;
- 6.9. The Clients shall retain all right, title, and interest in and to their Personal Information. The Customer and DFA shall utilise and process the Clients' Personal Information solely for the purposes as envisaged in the Agreement and shall not sell, transfer, lease, or otherwise commercially exploit the Clients' Personal Information, save as expressly consented to by the Clients to enable the implementation of the Agreement;
- 6.10. Neither DFA nor the Customer is responsible for the accuracy, completeness, or currency of the Personal Information provided by the Clients.

7. Consent provided by the Customer in terms of the POPI Act

- 7.1. The Customer acknowledges that all Personal Information provided by it to DFA shall be, to the best of its knowledge, accurate and correct;
- 7.2. The Customer hereby consents to the Processing of its Personal Information by DFA for the limited purpose of enabling DFA to perform its obligations and to exercise its rights in terms of the Agreement, which shall comprise of:

- 7.2.1. Facilitating the supply of the DocFox Services by DFA to the Customer;
 - 7.2.2. Enabling the Customer to effect payment of all amounts owed by it to DFA in respect of the Agreement;
 - 7.2.3. For any other reason required in terms of the laws of the Republic of South Africa;
- 7.3. The above consents provided by the Customer and by the Clients (as referred to in clause 6.1 above) are strictly subject to the lawful Processing of the Personal Information by DFA and the Suppliers in accordance with the applicable provisions of the POPI Act, which include but are not limited to DFA's compliance with the provisions contained herein below;
- 7.4. The Customer and the Clients have the right to access any of their Personal Information held by DFA and may request DFA to correct or delete any of their Personal Information held by DFA, where applicable and as envisaged in the POPI Act;
- 7.5. DFA must secure the integrity and confidentiality of the Customer's Personal Information and of the Clients' Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:
- 7.5.1. Loss of, damage to or unauthorised destruction of the Personal Information; and
 - 7.5.2. Unlawful access to or Processing of the Personal Information;
- 7.6. In order to give effect to clause 7.5 DFA must take reasonable measures to:
- 7.6.1. Identify all reasonably foreseeable internal and external risks to the Customer's Personal Information and to the Clients' Personal Information in its possession or under its control;
 - 7.6.2. Establish and maintain appropriate safeguards against the risks identified;
 - 7.6.3. Regularly verify that the safeguards are effectively implemented; and
 - 7.6.4. Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 7.7. DFA shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations;
- 7.8. Records of the Customer's Personal Information and of the Clients' Personal Information must not be retained by DFA any longer than is necessary for achieving the purpose for which the information was collected or subsequently processed, unless:
- 7.8.1. Retention of the record is required or authorised by law;

- 7.8.2. DFA reasonably requires the record for lawful purposes related to its functions or activities which must be monitored;
- 7.8.3. Retention of the record is required in terms of the Agreement; or
- 7.8.4. The Customer or Client, where applicable, has consented to the retention of the record;
- 7.9. DFA must destroy or delete all records containing the Customer's Personal Information and the Clients' Personal Information, or De-Identify such Personal Information as soon as reasonably practicable after DFA is no longer authorised to retain such Personal Information;
- 7.10. The consents provided by the Customer in this clause 7 are subject at all times to the Customer's right to withdraw its consent at any time;
- 7.11. The consents provided by the Clients to the Customer (as referred to in clause 6.1 above) are subject at all times to the Clients' rights to withdraw their consent at any time;

8. Transfer of Personal Information outside the Republic of South Africa

- 8.1. DFA shall store the Personal Information of the Customer and of the Clients electronically *via* Amazon Web Services located in the Republic of Ireland, a third party based in a foreign country, or through such other third party performing the same function, and that the aforesaid Personal Information shall be transferred by DFA to such third party;
- 8.2. DFA is entitled to transfer the Personal Information to the third party mentioned in clause 8.1 above in view of the fact that:
 - 8.2.1. DFA shall ensure that the third party receiving the Personal Information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that: effectively upholds principles for reasonable processing of the Personal Information that are substantially similar to the conditions for the lawful processing of the Personal Information relating to a data subject who is a natural person and, where applicable, a juristic person; and includes provisions, that are substantially similar to section 72 of the POPI Act, relating to the further transfer of Personal Information from the recipient to third parties who are in a foreign country; and
 - 8.2.2. The Customer hereby consents to the transfer of the Customer's Personal Information and of the Clients' Personal Information to the third party concerned and warrants that the Customer shall obtain the Clients' consent in this regard.

SECURITY IMPLEMENTATION CHECKLIST			
MONTH:		YEAR:	
Premises	Date	Comment	Recommended Intervention
Inspection of physical security & access			
Access control, cards, tags & biometrics			
Burglar Bars			
Alarm & deactivation codes			
Armed Response			
No-go areas, demarcated			
Risk analysis of security issues			
Filing and Physical Record Keeping	Date	Comment	Recommended Intervention
Locked offices & Cabinets			
No-go areas			
Proper disposal of records/files/hard copy – shredding policy			
Work/document flow – data remains secure			
File integrity & lockup			
Staff	Date	Comment	Recommended Intervention
Keys to authorised employees only			
Alarm codes			
Area specific access			
Staff are aware of their POPI obligations			
Third Party Processing	Date	Comment	Recommended Intervention
External Operators all have written contracts			
External Operators are aware of data usage security and limitations			
External Operators Confidentiality requirements			
Inspection of 3 rd parties premises, systems & compliance (Monthly)			
IT and Data	Date	Comment	Recommended Intervention
Computers physically secured			
Password polity			

Mr. Rui J.C. Lopes (Managing Director and Information Officer): _____

Date:

Encryption of data			
Back-ups policy & Schedule			
Person appointed to manage backups			
Off-site storage			
Proper disposal of damaged devices/data drives			
Network, Internet & www Security			
Mobile Devices	Date	Comment	Recommended Intervention
No flash drives / removable media in respected areas			
Private devices not permitted to sync on networks			
Laptop – data encrypted			
Laptop – password secured			
Theft prevention strategy			
Security Breaches	Date	Comment	Recommended Intervention
Any loss of data / security breach the regulator			
Any loss of data / security breach of the data subjects			

Mr. Rui J.C. Lopes (Managing Director and Information Officer): _____
Date:



LOPES ATTORNEYS INC.

**MANUAL IN TERMS OF SECTION 51 OF
THE PROMOTION OF ACCESS TO INFORMATION ACT, 2 OF 2000**

Lopes Attorneys Inc.

(Registration Number: 2020/881737/21)

Implementation Date: **08 January 2021**

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ATTACHMENTS

ANNEXURE A

MANUAL IN TERMS OF SECTION 51 OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2 OF 2000

1. INTERPRETATION:

- 1.1 In this document, clause headings are utilised for convenience only and shall not be utilised in the interpretation hereof, unless clearly inconsistent with or otherwise indicated by the context.
- 1.2 An expression which denotes:
- 1.2.1 Any gender, includes all other genders;
 - 1.2.2 A natural person, includes a juristic person and *vice versa*; and
 - 1.2.3 The singular, includes the plural and *vice versa*.
- 1.3 The following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:
- 1.3.1 **“this document”** means this document together with all of its annexures, as may be amended from time to time;
 - 1.3.2 **“the Firm”** means Lopes Attorneys Incorporated a personal liability company incorporated in accordance with the laws of the Republic, having registration number 2020/881737/21, and duly registered with the Legal Practice Council with firm number 66859, in accordance with the provisions of the Legal Practice Act, 28 of 2014;
 - 1.3.3 **“PAIA”** means the Promotion of Access to Information Act, 2 of 2000;
 - 1.3.4 **“POPI”** means the Protection of Personal Information Act, 4 of 2013; and
 - 1.3.5 **“the Republic”** means the Republic of South Africa.
- 1.4 Any reference to any statute, regulation or legislation shall be a reference to that statute, regulation or other legislation as at the implementation date of this document, and as amended or substituted from time to time.
- 1.5 Where any term is defined within a particular clause other than this clause, that term so defined shall be the meaning ascribed to that term as contemplated within the clause, wherever it is then used within the content of this document.

- 1.6 Where any number of days is to be calculated from a particular day, this number shall be calculated as excluding that particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding day which is a business day.
- 1.7 Any reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be.
- 1.8 The use of the word “including” followed by a specific example(s) shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall no be applied in the interpretation of such.
- 1.9 Where there is a conflict between this document and either POPI or PAIA, as the case may be, then the provisions of POPI or PAIA, as the case may be, will prevail.
- 1.10 It should be noted that this document is not intended to be exhaustive of all procedures provided for in both POPI and PAIA and the requester should familiarise himself/herself/themselves/itself with the provisions of POPI an PAIA prior to lodging a request to the Firm.

2. PURPOSE AND AIM OF THIS DOCUMENT:

This document aims to facilitate requests for access to records of the Firm, as contemplated in PAIA and in accordance with the provisions of POPI.

3. THE FIRM'S CONTACT DETAILS:

Full name: Lopes Attorneys Incorporated

Registration number: 2020/881737/21

Postal Address: 5 Kitson Street

East Town

Johannesburg

2195

Physical Address: 5 Kitson Street
East Town
Johannesburg
2195

Telephone: +27 (0) 11 568 6837

Website: www.lopesattorneys.com

Email: info@lopesattorneys.com

4. HEAD OF THE FIRM AND THE INFORMATION OFFICER:

The Head of the Firm and Information Officer of the Firm is Mr. Rui J.C. Lopes, whose contact details are:

Telephone: +27 (0) 11 568 6837

Email: Rui.Lopes@lopesattorneys.com

Postal Address: 5 Kitson Street,
East Town,
Johannesburg,
South Africa
2195

Physical Address: 5 Kitson Street
East Town
Johannesburg
South Africa
2195

5. THE GUIDE:

5.1 PAIA grants a requester access to records of a private body, if the record is required for the exercise or protection of any rights. If a public body lodges a request, the public body must be acting in the public interest.

5.2 Requests for access to information, in terms of PAIA, shall be made in accordance with the prescribed procedures, at the rates provided.

5.3 Requesters are referred to the Guide in terms of Section 10 which has been compiled by the South African Human Rights Commission (“**Commission**”), which will contain information for the purposes of exercising Constitutional Rights. The Guide is available from the SAHRC.

5.4 The contact details of the Commission are:

5.4.1 Postal Address: Private Bag 2700, Houghton, 2041

5.4.2 Telephone Number: +27 (0)11 877 3600

5.4.3 Fax Number: +27 (0)11 403 0625

5.4.4 Website: www.sahrc.org.za

5.5 The Firm is aware that the Information Regulator, as contemplated under the provisions of POPI, will be updating the Guide referred to above as compiled by the Commission.

5.6 The Guide will be made available by the Information Regulator.

5.7 The contact details of the Information Regulator are:

5.7.1 Postal Address: P.O Box 31533, Braamfontein, Johannesburg, 2017

5.7.2 Email address: complaints.IR@justice.gov.za / infoereg@justice.gov.za

5.7.3 Website: <https://www.justice.gov.za/infoereg/docs.html>

6. RECORDS THAT ARE AUTOMATICALLY AVAILABLE:

6.1 The following records are automatically available to all employees and need not be requested in accordance with the procedure outlined in paragraph 9 of this document:

- 6.1.1 Personnel records are available to the employee whose file it is;
 - 6.1.2 Records of disciplinary hearings and related matters are available to the employee concerned;
 - 6.1.3 The Firm's policies and procedures; and
 - 6.1.4 The Firm's style guide.
- 6.2 The following records are automatically available to the general public and all employees and need not be requested in accordance with the procedure outlined in paragraph 9:
- 6.2.1 Proof of the Firm's registration with the Legal Practice Council;
 - 6.2.2 Proof of each legal practitioner within the Firm's admission as a legal practitioner/registration with the Legal Practice Council; and
 - 6.2.3 Proof of the Firm's Fidelity Fund Certificate.

7. RECORDS HELD BY THE COMPANY IN TERMS OF APPLICABLE LEGISLATION:

The following records are not automatically available without a request in terms of PAIA:

- 7.1.1 all statutory returns:
 - 7.1.2 VAT;
 - 7.1.3 workmen's compensation;
 - 7.1.4 UIF;
 - 7.1.5 regional services levies; and
 - 7.1.6 skills development levies.
- 7.2 Documents concerning compliance by the Firm, insofar as it may be necessary, with legal obligations in terms of the Legal Practice Act, 28 of 2014 apart from those mentioned in 6.2 above, the Occupational Health and Safety Act, 85 of 1993 and any other applicable environmental legislation.

8. SCHEDULE OF RECORDS AS ENVISAGED IN SECTION 51(1)(C) OF PAIA:

8.1 These records are not automatically available without a request in terms of PAIA.

8.2 A request in terms of this section is subject to section 63(1) of PAIA, which provides that the head of a company must refuse a request for access to a record of the company if the disclosure of the record would involve the unreasonable disclosure of personal information about a third party including a deceased individual.

8.3 Human Resources Department

8.3.1 Personnel information including personal information, employment history and health records that the company may hold from time to time.

8.3.2 Training and development information.

8.3.3 General files containing information on employee benefits and employee recruitment and selection information.

8.4 Project Management

8.4.1 Building plans.

8.4.2 Information generally related to projects conducted by the Firm from time to time.

8.5 Information Technology

8.5.1 Usage statistics.

8.5.2 Equipment details.

8.5.3 Costings of hardware and software.

8.6 Catering

8.6.1 Function records and related costings.

8.6.2 Stock sheets.

8.6.3 List of suppliers.

8.7 Companies' Department

8.7.1 Company secretarial records.

8.8 Finance/Accounts department

8.8.1 Financial records.

8.8.2 A list of the company's creditors and debtors.

8.8.3 Salary information.

8.8.4 Bank account information.

8.8.5 Fixed assets register.

8.9 Marketing Department

8.9.1 Company brochures and publications.

8.9.2 Documents relating to public relation events.

8.9.3 Company media releases.

8.10 Support Services

8.10.1 Delivery and collection sheets.

8.10.2 List of suppliers.

9. PROCESS OF REQUESTING INFORMATION NOT AUTOMATICALLY AVAILABLE:

9.1 A request shall be made on the prescribed form, which is attached hereto marked "A". The form is also available on the website of the Information Regulator's website, at <https://www.justice.gov.za/infoereg/docs.html>.

9.2 The prescribed form shall be submitted to the Information Officer at his address or email address.

9.3 The same procedures set out in 9.1 and 9.2 above apply if the requester is requesting information on behalf of another person or on behalf of a permanent employee of the Firm, accompanied by the requisite proof of authority evidencing the capacity within which such requester is seeking access to the records on behalf of the person so concerned.

- 9.4 The Head of the Firm, as soon as reasonably possible and within 30 (thirty) days after the request has been received, shall decide whether or not to grant the request.
- 9.5 If the request is granted, the requester shall be informed by the Head of the Firm in the manner indicated by the requester in the prescribed form.
- 9.6 Notwithstanding the foregoing, the Firm will advise the requester in the manner stipulated by the requester in the prescribed form of:
 - 9.6.1 The access fee to be paid for the information;
 - 9.6.2 The format in which access will be given; and
 - 9.6.3 The fact that the requester may lodge a review with a court of competent jurisdiction against the access fee charged or the format in which access is to be granted.
- 9.7 After access is granted, actual access to the record so requested will be given as soon as reasonably possible.
- 9.8 If the request for access is refused, the Head of the Firm shall advise the requester in writing of the refusal, which shall state:
 - 9.8.1 Adequate reasons for the refusal; and
 - 9.8.2 That the requester may lodge a review with a court of competent jurisdiction against the refusal of the request (including the period) for lodging such a review.
- 9.9 Upon the refusal by the Head of the Firm, the deposit paid by the requester (if any) will be refunded.
- 9.10 If the Head of the Firm fails to respond within 30 (thirty) days after a request has been received, it is deemed, in terms of section 58 read with section 56(1) of PAIA, that the Head of the Firm has refused the request.
- 9.11 The Head of the Firm may decide to extend the period of 30 (thirty) days for another period of 30 (thirty) days if:
 - 9.11.1 The request is for a large number of records;
 - 9.11.2 The search for the records is to be conducted at premises not situated in the same town or city as the Head of the Firm;

- 9.11.3 Consultation among divisions or departments, as the case may be, of the Firm is required; and
- 9.11.4 The requester consents to such an extension in writing.
- 9.12 Should the Firm require an extension of time, the requester shall be informed in the manner stipulated in the prescribed form of the reasons for the extension.
- 9.13 The requester may lodge a review with a court of competent jurisdiction against any extension or any procedure undertaken by the Firm regarding the request for access to information.
- 9.14 For the sake of clarity, requester are required to provide sufficient details to enable the Firm to identify:
 - 9.14.1 the record(s) requested;
 - 9.14.2 the requester (and if an agent is lodging the request, proof of capacity);
 - 9.14.3 the form of access required;
 - 9.14.4 the postal address or fax number of the requester in the Republic of South Africa;
 - 9.14.5 if the requester wishes to be informed of the decision in any manner (in addition to written) the manner and particulars thereof; and
 - 9.14.6 the right which the requester is seeking to exercise or protect with an explanation of the reason the record is required to exercise or protect the right.\

10. PRESCRIBED FEES:

- 10.1 The following applies to requests (other than personal requests):
 - 10.1.1 A requestor is required to pay the prescribed fees before a request will be processed.
 - 10.1.2 The fees for reproduction of a record as referred to in section 52(3) of the Act are as follows:
 - 10.1.2.1 for every photocopy of an A4 size page or part thereof R1,10

- 10.1.2.2 for every printed copy of an A4-size page or part thereof R0,75
- 10.1.2.3 for a copy of a compact disc R70,00
- 10.1.2.4 for a transcript of visual images for an A4 size page or part thereof R40,00
- 10.1.2.5 for a copy of visual images R60,00
- 10.1.2.6 for a transcript of an audio record, for an A4-size page or part thereof R20,00
- 10.1.2.7 for a copy of an audio record R30,00
- 10.1.3 The request fee payable by a requester, other than a personal requester is R50,00.
- 10.1.4 If the Head of the Firm is of the opinion that six hours will be exceeded to search, reproduce and/or prepare the information requested, a deposit is payable equal to one-third of an amount of R30,00 for each hour or part thereof, exceeding the six hours.
- 10.1.5 Records may be withheld until the fees have been paid.

11. INFORMATION OR RECORDS NOT FOUND:

- 11.1 If all reasonable steps have been taken to find a record, and such a record cannot be found or if the records do not exist, then the Head of the Firm shall notify the requester, by way of an affidavit or affirmation, that it is not possible to give access to the requested record.
- 11.2 The affidavit or affirmation shall provide a full account of all the steps taken to find the record or to determine the existence thereof, including details of all communications with every person who conducted the search.
- 11.3 The notice, as set out in 11.1, shall be regarded as a decision to refuse a request for access to the record concerned for the purposes of PAIA.
- 11.4 If the record in question should later be found, the requester shall be given access to the record in the manner stipulated by the requester in the prescribed form unless access is refused by Head of the Firm.

11.5 The attention of the requester is drawn to the provisions of Chapter 4 of Part 3 of PAIA in terms of which the Firm may refuse, on certain specified grounds, to provide information to a requester.

12. INFORMATION REQUESTED ABOUT A THIRD PARTY:

12.1 Section 71 of PAIA makes provision for a request for information or records about a third party.

12.2 In considering such a request, the Firm will adhere to the provisions of sections 71 to 74 of PAIA.

12.3 The attention of the requester is drawn to the provisions of Chapter 5 of Part 3 of PAIA in terms of which the company is obliged, in certain circumstances, to advise third parties of requests lodged in respect of information applicable to or concerning such third parties. In addition, the provisions of Chapter 2 of Part 4 of PAIA entitle third parties to dispute the decisions of the head of the company by referring the matter to the High Court.

13. THE PROTECTION OF PERSONAL INFORMATION ACT, 2013:

13.1 Nothing contained herein detracts or derogates from a requester's right to refer a complaint to the Information Regulator, whose details are contained in 5.7 above. The attention of the requester is drawn to the provisions of section 74 of POPI, dealing with complaints.

13.2 In accordance with the amendment to the provisions of section 50 of PAIA, pursuant to POPI, the Firm confirms the following:

13.2.1 The purpose of data processing:

13.2.1.1 The Firm collects Personal Information (as contemplated in PAIA) from its clients, for reasons contemplated in, *inter alia*, the Financial Intelligence Centre Act, 2002, in order to perform the functions of the Firm.

13.2.1.2 All persons from whom Personal Information is collected, are informed of this and are aware of the purpose of the collection of the Personal Information.

13.2.1.3 Any other Personal Information collected from data subjects, not being clients of the Firm, are collected purely for the purposes of undertaking the day to day activities of the Firm. Such persons are similarly informed of and are aware of the purpose of the collection of such Personal Information.

13.2.2 **Categories of data subjects and of the information or categories of information relating thereto:**

13.2.2.1 Clients: (For purposes of ensuring FICA compliance and performing the services of legal representation):

13.2.2.1.1 Information relating to the race, gender, sex, marital status, national origin, age of the person;

13.2.2.1.2 Information relating to the education or the medical, financial, criminal or employment history of the person;

13.2.2.1.3 Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier; and

13.2.2.1.4 Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.

13.2.2.2 Employees (For purposes of recruiting/employing):

13.2.2.2.1 Information relating to the race, gender, sex, marital status, national origin, age of the person;

13.2.2.2.2 Information relating to the education or the medical, financial, criminal or employment history of the person;

13.2.2.2.3 Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier; and

13.2.2.2.4 Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further

correspondence that would reveal the contents of the original correspondence.

13.2.3 **Recipients:**

13.2.3.1 DocFox (for Client's FICA documentation); and

13.2.3.2 AJS (the Firm's legal practice management software).

13.2.4 **Planned transborder flows of personal information: N/A**

13.2.5 **Information Security Measures of the Firm:**

13.2.5.1 The Firm utilises various information security measures, namely:

13.2.5.1.1 Mimecast for the protection of email messages coming into and out of the Firm's email servers;

13.2.5.1.2 Anti-virus software installed on each of the Firm's computers;

13.2.5.1.3 All legal practice software is currently through AJS, which has its own information security measures;

13.2.5.1.4 The Firm utilises DocFox to ensure FICA compliance, which has its own information security measures;

13.2.5.1.5 The use of Windows Security; and

13.2.5.1.6 Microsoft offers robust, multi-layered protection for data security in SharePoint Online, which is utilised by the Firm.

14. UPDATING OF MANUAL:

14.1 As required by section 51(2) of PAIA, the Head of the Firm will update this manual on a regular basis.

D. Particulars of record

- (a) Provide full particulars of the record to which access is requested, including the reference number if that is known to you, to enable the record to be located.
- (b) If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

1. Description of record or relevant part of the record:

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2. Reference number, if available:

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3. Any further particulars of record:

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E. Fees

- (a) A request for access to a record, other than a record containing personal information about yourself, will be processed only after a request fee has been paid.
- (b) You will be notified of the amount required to be paid as the request fee.
- (c) The fee payable for access to a record depends on the form in which access is required and the reasonable time required to search for and prepare a record.
- (d) If you qualify for exemption of the payment of any fee, please state the reason for exemption.

Reason for exemption from payment of fees:

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F. Form of access to record

If you are prevented by a disability to read, view or listen to the record in the form of access provided for in 1 to 4 below, state your disability and indicate in which form the record is required.

Disability:	Form in which record is required:
Mark the appropriate box with an X .	
NOTES:	
(a) Compliance with your request for access in the specified form may depend on the form in which the record is available.	
(b) Access in the form requested may be refused in certain circumstances. In such a case you will be informed if access will be granted in another form.	
(c) The fee payable for access to the record, if any, will be determined partly by the form in which access is requested.	

1. If the record is in written or printed form:					
	copy of record*		inspection of record		
2. If record consists of visual images - (this includes photographs, slides, video recordings, computer-generated images, sketches, etc.):					
	view the images		copy of the images*		transcription of the images*
3. If record consists of recorded words or information which can be reproduced in sound:					
	listen to the soundtrack (audio cassette)		transcription of soundtrack* (written or printed document)		
4. If record is held on computer or in an electronic or machine-readable form:					
	printed copy of record*		printed copy of information derived from the record*		copy in computer readable form* (stiffy or compact disc)

*If you requested a copy or transcription of a record (above), do you wish the copy or transcription to be posted to you? Postage is payable.	YES	NO
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G. Particulars of right to be exercised or protected

If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

1. Indicate which right is to be exercised or protected:

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2. Explain why the record requested is required for the exercise or protection of the aforementioned right:

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H. Notice of decision regarding request for access

You will be notified in writing whether your request has been approved / denied. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

How would you prefer to be informed of the decision regarding your request for access to the record?

.....

Signed at this day..... ofyear

.....
SIGNATURE OF REQUESTER /
PERSON ON WHOSE BEHALF REQUEST IS MADE