

E-Mail Disclaimer

Master Plastics Group of Companies

1. Application:

This disclaimer applies to all electronic communications that are sent or received through Master Plastics IT systems and communication platforms (inclusive of the Website) including the original e-mail, any attachments and all or any subsequent e-mails or attachments that any user associated with Master Plastics and any of its underlying divisions, subsidiaries, or affiliates (the "Company") may send or receive.

2. Recipients of communications from the Company:

The information contained in a sent e-mail is legally privileged and confidential and may contain proprietary and/or personal information. If you are not the intended recipient, any processing of an e-mail or the information contained therein (including disclosure, copying, distribution, storage) or any action taken or omitted in reliance on this, is prohibited and may be unlawful.

All original and subsequent electronic communications and their attachments that are sent through Company IT systems and communication platforms (collectively referred to herein as the "e-mail" or "e-mails") are intended for the named recipient(s) only. If you are therefore not the named recipient (or their authorised representative) or an intended recipient of a copy of an e-mail or have otherwise received an e-mail in error:

- (i) Kindly notify the sender (as specified in the e-mail) using the contact details contained in such e-mail and permanently delete from your system the e-mail once you have notified the sender.
- (ii) You may not forward, copy or otherwise transmit or disseminate the e-mail or any of the contents thereof to any person other than the named sender.
- (iii) You may not print, save or otherwise store the e-mail or any of the contents thereof in electronic or physical form.

3. Virus Warning:

Whilst all reasonable precautions have been taken by the Company to ensure that no viruses or similar malicious items are present in any e-mail sent, the Company does accept responsibility for any loss or damage of any nature arising from the use of an e-mail. It is strongly recommended that you scan all inbound and outbound e-mails and attachments for viruses or similar malicious items using the appropriate software.

4. Confidential:

An e-mail and its contents are confidential, unless specifically stated or if this is manifestly clear from the context (including, by way of example, press releases and other official statements, issued by way of e-mail by the Company). If you are not certain of the confidentiality status of an e-mail, please contact the sender to confirm this. In addition, e-mails may be logged for archival purposes and may be reviewed by parties at the Company other than those named in the message header. Any unauthorised copying, disclosure, adaption, distribution, publication and/or use of, or any other unauthorised action taken based on an e-mail message, is strictly prohibited and may be unlawful and an infringement of copyright.

5. Consent to monitor:

The Company always reserves the right to intercept, monitor, review, block or disclose all or any e-mail sent or received through the Company IT systems and/or communication platforms and to the extent required, by sending an e-mail to our employees, you consent to such monitoring and interception.

6. Offers, warranties and representations:

An e-mail does not necessarily constitute an official representation of the Company unless this is specifically stated or clearly and objectively ascertainable from the contents of the e-mail itself.

E-mails from the Company do not, as a rule, contain warranties, representations or offers. You accordingly cannot rely on any purported warranty, representation or offer unless it is explicitly stated in the e-mail and the e-mail has been sent by a representative of the Company duly authorised to give warranties or make representations or offers on behalf of the Company.

The Company does not warrant or guarantee that the e-mail is secure, complete or error free.

Notwithstanding the above statement, the Company is entitled to rely on the contents of any e-mail sent to it (including warranties, representations or offers) unless otherwise provided.

7. Agreement and non-binding transactions, proposals or offers:

Company employees are not authorised to conclude binding agreements on behalf of the Company by e-mail and nothing contained in an e-mail shall be construed as a legally binding agreement or an offer to contract.

An e-mail, as a rule and unless it has as an attachment a duly executed and binding legal agreement entered by an appropriately authorised representative of the Company, does not bind the Company to any transaction or undertaking potentially given or proposed therein. Should the recipient of an e-mail wish to conduct business with the Company based on the content of an e-mail, a formal, written agreement signed by the authorised representatives of the Company and the recipient's appointed representative will have to be entered to attract any liability on behalf of the Company.

The Company will accordingly not be liable for any loss, costs, or damages, of any nature, incurred by a third party in relying on any e-mail or any transaction or undertaking potentially given or proposed therein and not appropriately sanctioned and executed by the Company.

8. Damages:

While the Company uses its best endeavours to prevent loss or damage of any nature to third parties and/or third party systems, it cannot be held liable for:

- (i) any loss or damage, of any nature, due to viruses or other malicious code in an e-mail, corruption of data or third party systems, any “denial of service” or similar exploit caused by any virus or malicious code of any nature;
- (ii) any loss or damage, of any nature, incurred due to any errors or omissions in an e-mail; and
- (iii) any loss or damage, of any nature, incurred due to any reliance placed on an e-mail or the information contained therein.

9. Offensive e-mail content, expressed views and opinions:

Any views or opinions expressed in an e-mail are those of the author and not those of the Company or its management.

Our employees and other users of the Company e-mail are subject to policies that prohibit, amongst other things:

- (i) the obscuring, suppressing, or replacing another user’s identity on an e-mail (pretending to be someone else);
- (ii) sexual, religious, political and racial harassment;
- (iii) profanity, obscene, offensive, derogatory, or defamatory remarks;
- (iv) otherwise unlawful communication via e-mail; and
- (v) the infringement or authorisation or recommendation of any infringement of copyright or any other legal right.

Accordingly, if an e-mail sent by a Company user breaches any of these provisions or any other provisions contained in Company policies, that e-mail is sent in that person’s personal capacity and the Company is not liable for such messages or any damages and/or losses incurred as a consequence thereof. The Company will take appropriate disciplinary, and if required, legal action against any employee or person associated with the breaching of these provisions.

The Company will similarly protect its employees against similar actions or any form of abuse or discrimination by any third party by all means available to it.

10. Transmission and Receipt:

In accordance with the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”), an e-mail is only deemed to be received by the Company once this is confirmed to you orally or in writing and an e-mail is deemed to have been sent by the Company or its workers as soon as this is reflected in the Company’s mail server logs. An auto-reply or auto-read notice received shall not constitute a response for purpose hereof.

ECTA: This e-mail disclaimer is enforceable and binding on the recipient in terms of sections 11(1) to 11(3) of ECTA. This e-mail disclaimer shall at all times take precedence over any other e-mail disclaimer(s).

11. Disclosure of e-mail address:

The e-mail address of any employee of the Company who is a party to this e-mail may not be used, copied, sold, disclosed, shared, or incorporated into any database or mailing list for spamming and/or online marketing practices without the prior consent of the employee and/or the Company.

12. Protection of Personal Information Act (4 of 2013) (“POPI”)

The Company respects your privacy and acknowledge that an e-mail could contain personal details, which may belong to you, others and/or to your company (personal information). By responding to a Company e-mail or by sending the Company an e-mail communication, you expressly give the Company consent to process the personal information contained in the e-mail which will be done in accordance with the Protection of Personal Information Act (4 of 2013) (POPI) and the Company’s Privacy Policy.

Should a recipient or sender of an e-mail wish to “opt out”, have any objection to the processing of personal information or wish to amend any personal information, the recipient or sender can visit the Master Plastics website:

www.masterplasticsgroup.com where the recipient can access the Company’s PAIA Manual which contains all the information, details of the process and standard forms the recipient will require to give effect thereto.

An e-mail received by you from the Company, or a Company employee, may contain personal information in respect of the Company employee or the Company itself. The recipient undertakes not to process such personal information without the expressed consent of the Company employee or the Company. Where expressed consent is given by the Company employee or the Company the recipient of the e-mail confirms that processing of the personal information will be done by the recipient thereof in accordance with the Protection of Personal Information Act (4 of 2013) (POPI).

13. General:

This e-mail disclaimer shall be governed by the law of South Africa.