

TERMS & CONDITIONS

A. DETAILS OF THE GROWTHPOINT SMARTSHARE INCENTIVE SCHEME FOR EXISTING TENANTS AND THEIR EMPLOYEES

THE DETAILS

1. If you are an existing Tenant within the Growthpoint Portfolio of Properties and you furnish an employee of Growthpoint with information that directly results in the conclusion of a new lease with the Company or individual whose information you furnished and Growthpoint (“the transaction”), you qualify for the lesser of:

2.5% of the Total Deal Value for the new lease signed with the company/individual referred

or

3 months net rent-free in respect of your existing lease with Growthpoint.

and
2. If you are an employee of an existing Tenant within the Growthpoint Portfolio of Properties and you furnish an employee of Growthpoint with information that directly results in the conclusion of a new lease with the Company or individual whose information you furnished and Growthpoint (“the transaction”), you qualify for a cash prize of the lesser of

The first month’s net rental of the new lease signed with the company/individual referred

or

R75 000.00 (Seventy-Five Thousand Rand)

B. TERMS AND CONDITIONS TO THE GROWTHPOINT SMARTSHARE INCENTIVE SCHEME FOR EXISTING TENANTS AND THEIR EMPLOYEES

1. Participating in this incentive scheme is deemed acceptance of these Terms and Conditions. This incentive scheme is not valid in conjunction with any other offer unless otherwise advised.
2. This incentive scheme is only applicable to existing Tenants (including their holding/subsidiary companies) and employees of existing Tenants (including employees of their holding/subsidiary companies) of wholly-owned buildings within the Growthpoint office portfolio.
3. A pre-condition of eligibility for this incentive scheme is that you must be the “effective cause” of the transaction. To prove that you were the “effective cause” of the transaction, it must be established that your efforts were the decisive factor that triggered the transaction or were overridingly important in the conclusion of the transaction. The evidence of your efforts shall be the signature of the standard Growthpoint Agreement of Lease, in respect of a Growthpoint

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office or industrial building, together with payment of the agreed deposit/Undeposit or delivery of a bank guarantee issued by an approved financial institution and the payment of first month's rental, any applicable Tenant Installation overrun and any other monies due to the Landlord by the referred company/individual prior to occupation.

4. The definition of Deal Value is the total gross rental payable over the lease period in respect of the transaction.
5. The definition of Gross Rental is the sum of the basic rental, operating costs and parking, escalated as per the agreed escalation rate, together with the actual assessment rates payable in terms of the transaction.
6. The following entities/individuals are ineligible to participate in this incentive scheme:
 - 6.1 3rd party representatives; and
 - 6.2 employees of a 3rd party representatives; and
 - 6.3 tenants that lease premises exclusively in the Growthpoint Retail and Industrial sectors; and
 - 6.4 employees of tenants that lease premises exclusively in the Growthpoint Retail and Industrial sectors.
7. This incentive scheme does not apply to any renewal of leases.
8. This incentive scheme does not apply if commission is payable to a 3rd party in terms of the Growthpoint Broker Mandate.
9. When you enter this incentive scheme, you may be asked to supply certain identification and/or company registration documents in order to enable Growthpoint to do its standard vetting procedures.
10. Growthpoint's decision is final, and no correspondence will be entered into. Growthpoint reserves the right to vary these Terms and Conditions or any of the terms of entry applying to this incentive scheme or to modify, terminate, suspend or reschedule this incentive scheme without notice.
11. Protection of Personal Information
 - 11.1 In this clause, the terms below shall have the following meanings:
 - 11.1.1 "Disclosing Party" means a Party to this Agreement which discloses Personal Information to the other Party;
 - 11.1.2 "Personal Information" shall mean information or data about an identified or identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
 - 11.1.2.1 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;
 - 11.1.2.2 Information relating to the education or the medical, financial, criminal or employment history of the person;



- 11.1.2.3 Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - 11.1.2.4 The biometric information of the person;
 - 11.1.2.5 The personal opinions, views or preferences of the person;
 - 11.1.2.6 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;
 - 11.1.2.7 The views or opinions of another individual about the person; and
 - 11.1.2.8 The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 11.1.3 “Processing” / “Process” shall mean any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- 11.1.4 “POPI” means the Protection of Personal Information Act 4 of 2013;
- 11.1.5 “Receiving Party” means a Party to this Agreement which received Personal Information from the other Party;
- 11.2 Each Party may Process Personal Information of the other, and accordingly consents to the Processing of the Personal Information. Each Party further undertakes, in terms of POPI, to:
- 11.2.1 Maintain reasonable security measures similar to those considered to be best practice in its industry;
 - 11.2.2 Implement additional security measures as may be required by agreement between the parties from time to time;
 - 11.2.3 Process Personal Information only with the knowledge and authorization of the Disclosing Party;
 - 11.2.4 Treat the Personal Information which it Processes for or on behalf of the Disclosing Party as confidential and not disclose it to any third party unless expressly authorized to do so in writing by the Disclosing Party;
 - 11.2.5 Notify the other Party immediately of becoming aware of any actual or suspected security breach.

