

1.0 PROTECTION OF PERSONAL INFORMATION

For purposes of this clause 1, the following terms shall have the following meanings:

“Data Protection Laws”	means any statutes, laws, secondary legislation or regulations or binding policy of any government authority that relates to the security and protection of personally identifiable information, data privacy, trans-border data flow or data protection in force from time to time in the Republic of South Africa, including but not limited to POPIA and/or any equivalent or analogous legislation of the jurisdiction(s) where the Services are being provided or where information is being Processed;
“Personal Information”	means information relating to any person, including but not limited to: (i) information relating to the race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and birth of the person; (ii) information relating to the education or the medical, financial, criminal or employment history of the person; (iii) information relating to the financial affairs of the person; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person; (vi) 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; (vii) the views or opinions of another individual about the person; (viii) 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; and (ix) any other information which may be treated or defined as "personal information" in terms of any Data Protection Laws;
“POPIA”	means the Protection of Personal Information Act 4 of 2013, as may be amended from time to time;
“Process”	means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal

Information, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction, retrieval, alteration, consultation, testing or use, dissemination or distribution by any means and “Processing” has a corresponding meaning;

1.1 **Consent to Processing of Personal Information**

- 1.1.1 The Service Provider hereby consents to the Company Processing its Personal Information to the extent that such Personal Information is necessary for purposes of discharging its obligations in terms of this Agreement.
- 1.1.2 The Service Provider may withdraw its consent given in clause 1.1.1, or object to the Company Processing its Personal Information at any time.
- 1.1.3 The Company will ensure that it will Process Personal Information only for purposes of discharging its obligations in terms of this Agreement or such other purposes as the Service Provider may consent to from time to time, and the Company will not Process any Personal Information for any other further purposes which the Service Provider has not consented to.
- 1.1.4 The Service Provider hereby consents to the Company collecting, using, storing and/or Processing the Service Provider’s following Personal Information, where applicable:
 - 1.1.4.1 Identity number, name, surname, physical address, postal address, mobile number, email address, tax number;
 - 1.1.4.2 criminal record and ID checks;
 - 1.1.4.3 Credit checks;
 - 1.1.4.4 Qualification checks and verifications;
 - 1.1.4.5 Employment checks and verifications;
 - 1.1.4.6 reference checks.

1.2 **Storage of Personal Information**

- 1.2.1 The Company undertakes that it will keep the Service Provider's Personal Information that it Processes secure and confidential and it will maintain the integrity and confidentiality of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures in line with international best practice to prevent the loss of, damage to, unauthorised destruction of or unlawful access to the Personal Information.
- 1.2.2 The Company will provide the Service Provider on request with reasonable proof that it has implemented physical, organisational, contractual and technological security measures to keep all Personal Information secure, including protecting any Personal Information from loss or theft, and unauthorised access, disclosure, copying, use or modification.
- 1.2.3 The Company will notify the Service Provider in writing in the event of a security breach (or a reasonable belief of a security breach) in respect of the Service Provider's Personal Information. The Company will provide such notification as soon as reasonably possible after it has become aware of any security breach of the Service Provider's Personal Information, and immediately upon notifying the Service Provider, at its own cost, take all necessary steps as well as the reasonable steps directed by the Service Provider to mitigate the continuation of the compromise, the repetition of a similar compromise, and mitigate the extent of the loss occasioned by the compromise of the Personal Information.

1.3 **Retention of Personal Information**

- 1.3.1 The Company will Process Personal Information for as long as is necessary to fulfil the purposes for which that Personal Information was collected and/or as permitted or required by applicable law.
- 1.3.2 The Company may retain Personal Information for longer periods for statutory, statistical, historical or research purposes, and should this occur, the Company will ensure that appropriate safeguards have been put in place to ensure that all recorded Personal Information will

continue to be Processed in accordance with this Agreement and POPIA.

- 1.3.3 Once the purpose for which the Personal Information was initially collected and Processed no longer applies or becomes obsolete, the Company will ensure that it is deleted, destroyed or de-identified so that a third party cannot re-identify such Personal Information.

1.4 **Providing Personal Information to Third Parties**

- 1.4.1 The Company may disclose Personal Information to third parties provided that it will enter into agreements with such third-party service providers to ensure that they Process all Personal Information in accordance with the provisions of this Agreement and POPIA and only to fulfil the purposes for which that Personal Information was collected.
- 1.4.2 By its signature hereto, the Service Provider consents that the Company may send Personal Information to any jurisdiction outside of the Republic of South Africa in order to fulfil any purpose for which that Personal Information was collected. The Service Provider is entitled to withdraw such consent at any time by notify the Company thereof in writing.

1.5 **Access to Personal Information**

- 1.5.1 The Service Provider may, at any time, request access to its Personal Information held by the Company and request the correction or deletion of such Personal Information.
- 1.5.2 The Service Provider may challenge the accuracy or completeness of its Personal Information in the Company's records. If the Service Provider successfully demonstrates that its Personal Information in the Company's records is inaccurate or incomplete, the Company will ensure that such Personal Information is amended or deleted as required by the Service Provider