



OPERATOR AGREEMENT / ADDENDUM

1. INTRODUCTION

- 1.1 The Protection of Personal Information Act, 4 of 2013 (POPIA) is a data protection privacy law which as its main function and objective, regulates and controls the processing of Personal Information by a Responsible Party.
- 1.2 BIDVEST AFCOM, for the purposes of carrying out its business and related objectives, does and will from time to time, processes Personal Information belonging to a number of persons, including legal entities and individuals, who are referred to as Data Subjects under POPIA.
- 1.3 BIDVEST AFCOM is obligated to comply with POPIA and the Data Protection conditions housed under POPIA with respect to the processing of all and any Personal Information pertaining to all and any Data Subjects.
- 1.4 In order for BIDVEST AFCOM to pursue its mandate and its related operational and business interests, BIDVEST AFCOM may from time to time ask third parties to process certain Personal Information on its behalf, which Personal Information it has obtained from its Data Subjects.
- 1.5 In terms of section 20 of POPIA, if BIDVEST AFCOM discloses Personal Information which it has collected from Data Subjects to another for the purpose of processing or further processing such Personal Information on its behalf, (hereinafter referred to as "the Operator") then any such processing must be subject to a written agreement concluded between BIDVEST AFCOM and the Operator, which contractually obliges the Operator to:
 - 1.5.1 comply with the provisions of POPIA and the POPIA processing conditions when processing such Personal Information on behalf of the Company;
 - 1.5.2 only process the Personal Information received from BIDVEST AFCOM in accordance with the mandate or written instruction received from the Company;
 - 1.5.3 keep all the Personal Information held by the Operator on behalf of BIDVEST AFCOM and / or belonging to BIDVEST AFCOM Data Subjects, confidential;

- 1.5.4 put measures in place in order to keep all such Personal Information held by the Operator, and processed on behalf of BIDVEST AFCOM confidential, safe and secure from misuse, abuse and / or unauthorised use or access.
- 1.6 BIDVEST AFCOM is desirous of providing the person (individual and / or a legal entity) to whom this Addendum applies (hereinafter known as the Operator) with certain Personal Information, which BIDVEST AFCOM would like the Operator to process on its behalf, and the Operator has agreed to process the Personal Information on behalf of BIDVEST AFCOM, which processing will be subject to the terms and conditions set out under this Operator Agreement.

2. DEFINITIONS

- 2.1 The parties must take note of the following definitions, which will be used throughout this Operator Agreement, unless the context indicates a contrary meaning:
- 2.1.1 **“Agreement”** means where applicable, any Agreement or series of Agreements entered into between BIDVEST AFCOM and the Operator;
- 2.1.2 **“Data Subject (s)”** means the person (s) who own (s) the Personal Information which is to be processed by the Operator, on behalf of BIDVEST AFCOM, in terms of the Agreement where applicable, and the Operator Agreement;
- 2.1.3 **“BIDVEST AFCOM”** shall mean Bidvest Afcom (Pty) Ltd (Reg. No 1961/001762/07), who has mandated the Operator to process certain Personal Information belonging to Data Subjects on its behalf, in accordance with the terms of this Operator Agreement;
- 2.1.4 **"Operator"** the person who has been mandated by BIDVEST AFCOM in terms of the Agreement and this Operator Agreement to processes Personal Information belonging to certain Data Subject (s) on its behalf;
- 2.1.5 **“Operator Agreement”** means this Operator Agreement;
- 2.1.6 **"person"** means an identifiable, living, natural person, or an identifiable, existing juristic person;
- 2.1.7 **"Personal Information"** means personal information relating to any identifiable, living, natural person, and an identifiable, existing juristic person, including, but not limited to:
- **in the case of an individual:**
 - name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
 - vehicle registration;
 - dietary preferences;
 - financial history;
 - information about next of kin and or dependants;
 - information relating to education or employment history; and
 - **Special Personal Information** including race, gender, pregnancy, national, ethnic or social origin, colour, physical or mental health, disability, criminal history, including offences committed or alleged to have been committed, membership of a trade union and biometric information, such as images,

fingerprints and voiceprints, blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;

- **in the case of a juristic person:**

- name, address, contact details, registration details, financials and related history, B-BBEE score card, registered address, description of operations, bank details, details about employees, business partners, customers, tax number, VAT number and other financial information; and
- 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;
- the views or opinions of another individual about the person; and
- 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.

2.1.8 **"process or processing"** means any operation or activity or any set of operations, whether or not by automatic means, performed by the Operator concerning a Data Subject's Personal Information, including—

(a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

2.1.9 **"record"** means any recorded information—

(a) regardless of form or medium, including any of the following:

(i) writing on any material;

(ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;

(iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;

(iv) book, map, plan, graph or drawing;

(v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;

(b) in the possession or under the control of a responsible party;

- (c) whether or not it was created by a responsible party; and
- (d) regardless of when it came into existence.

3. MANDATE TO PROCESS

BIDVEST AFCOM hereby grants to the Operator a mandate to process certain Personal Information on its behalf.

4. OBLIGATIONS OF THE OPERATOR

4.1 The Operator expressly warrants and undertakes that it will:

- 4.1.1 process the Personal Information strictly in accordance with its mandate and any specific instructions provided to it by BIDVEST AFCOM from time to time;
- 4.1.2 not use the Personal Information for any other purpose, save for the purpose of processing the information as per this Operator Agreement read together with the Agreement;
- 1.1.3 treat the Personal Information as confidential and only disclose, transfer and / or hand over the Personal Information to those person(s) who are employed by it, and who need to process the Personal Information in accordance with the mandate to process as an Operator and / or in terms of the Agreement, under strict undertakings of confidentiality;
- 1.1.4 In addition to the provisions of clause 4.1.3, treat the Personal Information as confidential and only disclose, transfer and / or hand over the Personal Information to third parties where under any specific instructions as issued by BIDVEST AFCOM in writing from time to time or where required by law and only once it has provided BIDVEST AFCOM with adequate warning of this requirement to disclose and the related details thereof, including the identity of the person who is to receive the Personal Information, the reason for the disclosure and confirmation that the person to whom the Personal Information is to be disclosed to, has signed the POPIA onwards transmission notice attached hereto marked **Annexure "A"**;

- 4.1.5 has and will continue to have in place, appropriate technical and organizational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which in addition, provides a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected and which safeguards comply with the requirements set out under POPIA, which measures are in line with the requirements described under the attached BIDVEST AFCOM Security Service Level Requirements, marked **Annexure “B”**;
- 4.1.6 notify BIDVEST AFCOM immediately where it has reasonable grounds to believe that the Personal Information, which has been provided to it, including any Personal Information which it has processed, has been lost, destroyed, or accessed or acquired by any unauthorised person;
- 4.1.7 process the Personal Information strictly in accordance with POPIA and the POPIA processing conditions;
- 4.1.8 not use the Personal Information for any direct marketing or advertising, research or statistical purposes, unless expressly authorised to do as per its mandate and where applicable, the Agreement, and when conducting such activity ensure that this is done strictly in compliance with the requirements of POPIA and its regulations especially those applicable to direct marketing detailed under section 69;
- 4.1.9 not treat the Personal Information as its own, it expressly acknowledging that it has been tasked with processing the Personal Information in its capacity as BIDVEST AFCOM’s Operator and agent, and that ownership of all the records housing the Personal Information and any records comprising such Personal Information pertaining to the Data Subject, will always remain with BIDVEST AFCOM;
- 4.1.10 not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information;
- 4.1.11 where it is allowed to make use of a sub -operator, as per its mandate or in terms of the Agreement, ensure that such party concludes a “sub operator agreement” with it and BIDVEST AFCOM which compels the third party receiving the Personal Information to respect and maintain the confidentiality and security of the Personal Information, which sub operator agreement will house the same terms and conditions as contained in this Operator Agreement, and which shall be concluded before the Personal Information is transferred to the sub operator.
- 4.1.12 ensure that any person acting under the authority of the Operator, including any employee or sub operator, shall be obligated to process the Personal Information only on instructions from the Operator and strictly in accordance with this Operator Agreement, read together with the Agreement and in particular the Sub Operator Agreement, where applicable.
- 4.2 The Operator warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out in this Operator Agreement.

- 4.3 BIDVEST AFCOM, in order to ascertain compliance with the warranties and undertakings housed under this Operator Agreement, will have the right on reasonable notice and during regular business hours, to view and / or audit, either by itself or through an independent agent, the Operator's facilities, files, and any other data processing documentation needed for the required review, audit and / or independent or impartial inspection and the Operator undertakes to provide all necessary assistance which may be needed to give effect to this right.

5. LIABILITY OF THE OPERATOR AND THIRD PARTY RIGHTS

- 5.1 In the event of the Operator, the sub operator or their respective employees or agents breaching any of the warranties and undertakings housed under this Agreement, or the sub operator agreement here applicable, or failing to comply with any of the provisions of POPIA and / or the 8 POPIA Personal Information conditions, then in such an event, the Operator shall be liable for all and any damages it or the sub operator may have caused in consequence of said breach or non-compliance, including patrimonial, non-patrimonial and punitive damages suffered by BIDVEST AFCOM and / or the Data Subject(s) and the Operator indemnifies and holds BIDVEST AFCOM including its directors, employees and Data Subjects harmless against any such loss, damage, action or claim which may be brought by whomsoever against BIDVEST AFCOM or any of its directors , employees, or Data Subjects, or against any of BIDVEST AFCOM's affiliated companies, or their directors or employees, and agrees to pay all and any such amounts on demand.
- 5.3 At the request of BIDVEST AFCOM, the Operator will provide BIDVEST AFCOM with evidence of financial resources sufficient to fulfil its responsibilities set out under the Agreement, and the Operator Agreement, which may include insurance coverage.

6. APPLICABLE LAW

The laws of South Africa shall apply to this Operator Agreement, regardless of where the Personal Information is, will be, or was actually processed.

7. TERMINATION

- 7.1 In the event of:
- 7.1.1 the Agreement being terminated for whatsoever reason;
 - 7.1.2 the transfer of Personal Information to the Operator being temporarily suspended by BIDVEST AFCOM for longer than one month, for whatever reason;
 - 7.1.3 the Operator being in breach of its obligations under the Agreement or this Operator Agreement or has failed to comply with POPIA or the 8 Information Processing Principles, and has failed when called upon to do so by BIDVEST AFCOM to rectify the breach or area of non-compliance;

- 7.1.4 the Operator is in substantial or persistent breach of any warranties or undertakings given by it under the Agreement or this Operator Agreement, notwithstanding that BIDVEST AFCOM has not given the Operator notice of such breach;
- 7.1.5 the sub operator is in breach of the sub operator agreement;
- 7.1.5 an application is filed for the placing of the Operator under business rescue, under administration, or winding up whether interim or final, which application is not dismissed within the applicable period for such dismissal under applicable law; or any equivalent event in any jurisdiction occurs,

then BIDVEST AFCOM without prejudice to any other rights, which it may have against the Operator, shall be entitled to terminate where applicable the Agreement and/ or the Operator Agreement as well as where applicable, the sub operator agreement.

- 7.2 The Parties agree that the termination of the Agreement and the Operator Agreement at any time, and / or the sub operator agreement, where applicable, in any circumstances and for whatever reason, does not exempt them from the rights and obligations set out under this Operator Agreement with regards to the processing of the Personal Information, read together with the obligations under POPIA.
- 7.3 In the event of the Agreement and / or Operator Agreement being terminated whenever, and for whatsoever reason, the Operator undertakes to:
 - 7.3.1 restore and / or transfer back to BIDVEST AFCOM all and any Personal Information which has been provided to the Operator for processing, including that held by the sub operator, whether same has been processed or not, and / or which has been processed, together with any related documentation and / or information, all of which documentation must without exception, be returned to BIDVEST AFCOM within a period of 30 (thirty) days from date of service of the termination notice.
 - 7.3.2 to confirm in writing simultaneously when the transfer under clause 7.3.1 takes place, that all such Personal Information will be kept confidential as per the provisions of clause 4.1 and that it will not under any circumstances use the aforementioned information for whatsoever reason.
- 7.4 Notwithstanding termination of the Agreement and / or the Operator Agreement and for whatsoever reason, the clauses 4, 5, 6 and 7.2 will survive any such termination.

8. GENERAL

8.1 Variation

The parties may not modify the provisions of this Operator Agreement including any annexures, unless such variation is reduced to writing and signed by the Parties.

8.2 Operator Agreement forms part of the Agreement.

This Operator Agreement, save where the contrary is stated, will be subject to and governed by the terms set out under the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the Operator Agreement, the

terms and conditions in so far as the processing of the Personal Information is concerned, as set out under the Operator Agreement will take precedence and govern its interpretation, application and construction.

8.3 Notices

All notices to be provided in terms of the Operator Agreement must be sent to BIDVEST AFCOM Information Officer or Deputy Information Officer by email: Informationofficer@bidvestafcom.co.za

DEPUTY INFORMATION OFFICERS

LEE ANN MORGAN
HOWARD MANOIM
JAY PILLAY

or

INFORMATION OFFICER

CLIFF ROSTOWSKY - Managing Director

<mailto:Informationofficer@bidvestafcom.co.za>

For further contact details see: www.bidvestafcom.co.za

For further contact details:

Address

12 Renaissance Drive, Crown City, Johannesburg

Website

www.bidvestafcom.co.za

ANNEXURE "A"

ONWARDS TRANSMISSION NOTE

We,an Operator acting on behalf of BIDVEST AFCOM, have agreed to provide you with the following information, which we have been asked to process by BIDVEST AFCOM on their behalf in our capacity as an Operator, as defined under POPIA:

DETAILS OF THE PERSONAL INFORMATION

DETAILS OF THE DATA SUBJECT AND OWNER OF THE PERSONAL INFORMATION

REASON OR PURPOSE WHY YOU NEED TO PROCESS THE PERSONAL INFORMATION

CONDITIONS AND TERMS OF USE AND IMPLIED CONSENT TO COMPLY

We hereby advise that we are providing you with the above-mentioned information on the terms detailed below, and by accepting and receiving the **PERSONAL INFORMATION** you undertake to comply with and abide by these terms:

- You will keep the Personal Information private and confidential;
- You may only use the Personal Information for the purpose described above and for no other purpose;
- You will safeguard the Personal Information;
- you will in particular, ensure that the Personal Information is kept safe and secure from unlawful or unauthorised access, and you will ensure that the integrity of the information is not compromised or altered in any manner;
- When using the information you will comply with the processing conditions and provisions set out under a law known as the Protection of Personal Information Act, 4 of 2013, (POPIA), and you agree to indemnify BIDVEST AFCOM, its employees, directors, and Data Subjects, against all and any damages which may be incurred by them as a result of your non-compliance with the above undertakings, which damages will include patrimonial, non-patrimonial and aggravated damages, together with legal costs on an attorney and own client, and which amounts will be payable on demand.

Furthermore you acknowledge that BIDVEST AFCOM or its Data Subjects may institute legal action against you under the provisions housed under POPIA or in terms of the Operator Agreement and / or Agreement should you breach the abovementioned terms.

1. Signed

Operator

2. Signed

Recipient

3. Signed

BIDVEST AFCOM as Responsible Party

And on behalf of

ANNEXURE “B”

TECHNICAL AND ORGANIZATIONAL MEASURES FOR DATA PROCESSING TO BE IMPLEMENTED BY THE OPERATOR

1. Physical Access Control

Safeguarding admission/access to processing systems with which processing is carried out against unauthorized parties (e.g. through physical property protection: fence, gatekeeper, personnel barrier, turnstile, door with card reader, camera surveillance, organizational property security, regulation on access authorizations, access registration)

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Operator Agreement.

<input type="checkbox"/>	Alarm system
<input type="checkbox"/>	Automatic access control system
<input type="checkbox"/>	Locking system with code lock
<input type="checkbox"/>	Biometric access barriers
<input type="checkbox"/>	Light barriers/motion sensors
<input type="checkbox"/>	Manual locking system including key regulation (key book, key issue)
<input type="checkbox"/>	Visitor logging
<input type="checkbox"/>	Careful selection of security staff
<input type="checkbox"/>	Chip cards/transponder locking systems
<input type="checkbox"/>	Video monitoring of access doors
<input type="checkbox"/>	Safety locks
<input type="checkbox"/>	Personnel screening by gatekeeper/reception
<input type="checkbox"/>	Careful selection of cleaning staff
<input type="checkbox"/>	Obligation to wear employee/guest ID cards
<input type="checkbox"/>	Miscellaneous:

2. Data Access Control/User Control

Prevention of third parties using automatic processing systems with equipment for data transmission (authentication with user and password).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Operator Agreement.

<input type="checkbox"/>	Authentication with user name/password (passwords assigned based on the valid password regulations)
<input type="checkbox"/>	Usage of intrusion detection systems
<input type="checkbox"/>	Usage of anti-virus software
<input type="checkbox"/>	Usage of a software firewall
<input type="checkbox"/>	Creation of user profiles
<input type="checkbox"/>	Assignment of user profiles to IT systems
<input type="checkbox"/>	Usage of VPN technology
<input type="checkbox"/>	Encryption of mobile data storage media
<input type="checkbox"/>	Encryption of data storage media in laptops
<input type="checkbox"/>	Usage of central smartphone administration software (e.g. for the external erasure of data)
<input type="checkbox"/>	Miscellaneous:

3. Data Usage Control/Data Storage Media Control/Memory Control

Prevention of unauthorized reading, copying, changing or erasure of data storage media (data storage media control), Prevention of unauthorized entry of Personal Information and unauthorized access to it, changing and deleting saved Personal Information (memory control).

Ensuring that the parties authorized to use an automated processing system only have access to the Personal Information appropriate for their access authorization (e.g. through authorization concepts, passwords, regulations for leaving the company and for moving employees to other departments.) (data usage control).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Operator Agreement:

<input type="checkbox"/>	Roles and authorizations based on a <i>“need to know principle”</i>
<input type="checkbox"/>	Number of administrators reduced to only the “essentials”
<input type="checkbox"/>	Logging of access to applications, in particular the entry, change and erasure of data
<input type="checkbox"/>	Physical erasure of data storage media before reuse
<input type="checkbox"/>	Use of shredders or service providers
<input type="checkbox"/>	Administration of rights by defined system administrators
<input type="checkbox"/>	Password guidelines, incl. password length and changing passwords
<input type="checkbox"/>	Secure storage of data storage media
<input type="checkbox"/>	Proper destruction of data storage media (DIN 66399)
<input type="checkbox"/>	Logging of destruction
<input type="checkbox"/>	Miscellaneous:

4. Transfer Control/Transportation Control

Ensuring that the confidentiality and integrity of data is protected during the transfer of Personal Information and the transportation of data storage media (e.g. through powerful encryption of data transmissions, closed envelopes used in mailings, encrypted saving on data storage media).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Operator Agreement:

<input type="checkbox"/>	Establishment of dedicated lines or VPN tunnels
<input type="checkbox"/>	Encrypted data transmission on the Internet (such as HTTPS, SFTP, etc.)
<input type="checkbox"/>	E-mail encryption
<input type="checkbox"/>	Documentation of the recipients of data and time frames of planned transmission or agreed erasure deadlines
<input type="checkbox"/>	In case of physical transportation: careful selection of transportation personnel and vehicles
<input type="checkbox"/>	Transmission of data in an anonymized or pseudonymized form
<input type="checkbox"/>	In case of physical transportation: secure containers/packaging
<input type="checkbox"/>	Miscellaneous:

5. Entry Control/Transmission Control

Ensuring that it is possible to subsequently review and establish which Personal Information has been entered or changed at what time and by whom in automated processing systems, for instance through logging (entry control).

Depending on the system, ensuring that it is possible to review and determine to which offices/locations Personal Information has been transmitted or provided using equipment for data transmission, or to which offices/locations it could be transmitted (transmission control).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Operator Agreement:

<input type="checkbox"/>	Logging of the entry, change and erasure of data
<input type="checkbox"/>	Traceability of the entry, change and erasure of data through unique user names (not user groups)
<input type="checkbox"/>	Assignment of rights for the entry, change and erasure of data based on an authorization concept
<input type="checkbox"/>	Creating an overview showing which data can be entered, changed and deleted with which applications
<input type="checkbox"/>	Maintaining forms from which data is taken over in automated processing
<input type="checkbox"/>	Miscellaneous:

6. Availability Control/Restoration/Reliability/Data Integrity

Ensuring that systems used can be restored in case of a disruption (restorability).

Ensuring that all system functions are available and that any malfunctions are reported (reliability).

Ensuring that saved Personal Information cannot be damaged through system malfunctions (data integrity).

Ensuring that Personal Information is protected from accidental destruction or loss (availability control), e.g. by implementing appropriate back-up and disaster recovery concepts.

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Operator Agreement:

<input type="checkbox"/>	Uninterruptible Power Supply (UPS)
<input type="checkbox"/>	Devices for monitoring temperature and moisture in server rooms
<input type="checkbox"/>	Fire and smoke detector systems
<input type="checkbox"/>	Alarms for unauthorized access to server rooms
<input type="checkbox"/>	Tests of data restorability
<input type="checkbox"/>	Storing data back-ups in a separate and secure location
<input type="checkbox"/>	In flood areas the server is located above the possible flood level
<input type="checkbox"/>	Air conditioning units in server rooms
<input type="checkbox"/>	Protected outlet strips in server rooms
<input type="checkbox"/>	Fire extinguishers in server rooms
<input type="checkbox"/>	Creating a back-up and recovery concept
<input type="checkbox"/>	Creating an emergency plan
<input type="checkbox"/>	Miscellaneous:

7. Separation Control/Separability

Ensuring that data processed for different purposes can be processed separately (for instance through logical separation of customer data, specialized access controls (authorization concept), separating testing and production data).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Operator Agreement:

<input type="checkbox"/>	Physically separated storing on separate systems or data storage media
<input type="checkbox"/>	Including purpose attributions/data fields in data sets
<input type="checkbox"/>	Establishing database rights
<input type="checkbox"/>	Logical Client separation (software-based)
<input type="checkbox"/>	For pseudonymized data: separation of mapping file and storage on a separate, secured IT system
<input type="checkbox"/>	Separation of production and testing systems
<input type="checkbox"/>	Miscellaneous:

8. List of Sub-Operators

If sub-processors are hired (for instance for hosting, providing computing center space, operating software used to process Personal Information, etc.) for the processing of Personal Information the implementation of technical and organizational measures by the respective sub-Operator must be regulated through appropriate contract data processing agreements.

The following sub Operators have been hired:

<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:

Please attach sub- operator Agreements

