

This Personal Information Processing Agreement (this Agreement) forms part of the Contract for Services (Principal Agreement) between

**Edge Training Consultancy (Pty) Ltd.**

(the Company)

and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(the Operator)

(Who will henceforth collectively be referred to as the Parties)

In accordance with the requirements and provisions of the South African Protection of Personal Information Act, 4 of 2013, which will henceforth be referred to as the POPI Act.

WHEREAS

(A) The Company acts as a Responsible Party as defined in the POPI Act.

(B) The Company wishes to subcontract certain services, which imply the processing of personal Information, to the Operator.

(C) The Parties seek to implement an information processing agreement that complies with the requirements of the current legal framework in relation to the processing of personal information in existence in South Africa and internationally.

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Personal Information Processing Agreement and all Schedules;

1.1.2 "Company personal information" means any personal information processed by an Operator on behalf of the Company pursuant to or in connection with the Principal Agreement and includes the personal information of Data Subjects as defined in the POPI Act.

1.1.3 "Information protection laws" means the POPI Act and, to the extent applicable, the information protection or privacy laws of any other country or region;

1.1.4 "Information transfer" means:

1.1.4.1 a transfer of Company personal information from the Company to an Operator; or

1.1.4.2 an onward transfer of Company personal information from a contracted Operator to a subcontracted Operator, or between two establishments of a contracted Operator, in each case, where such transfer would be prohibited by information protection laws (or by the terms of information transfer agreements put in place to address the information transfer restrictions of information protection laws);

1.1.5 "Services" means the \_\_\_\_\_ services the Company provides.

1.1.6 "Sub-Operator" means any person appointed by or on behalf of the Operator to process personal information on behalf of the Company in connection with the Principle Agreement.

## **2. Processing of Company Personal Information**

2.1 The Operator shall:

2.1.1 comply with all applicable personal information protection laws in the processing of company personal information; and

2.1.2 not process company personal information other than on the company's documented instructions.

## **3. Operator Personnel**

The Operator shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Company personal information, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company personal information, as strictly necessary for the purposes of the Principal Agreement, and to comply with applicable laws in the context of that individual's duties to the Operator, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

## **4. Security**

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Operator shall in relation to the Company personal information implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in sections 19 to 22 of the POPI Act.

4.2 In assessing the appropriate level of security, the Operator shall take account of the risks that are presented by processing, in particular from a personal information breach.

## **5. Sub-processing**

The Operator shall not appoint (or disclose any Company personal information to) any Sub-Operator unless required or authorized by the Company.

## **6. Data Subject Rights**

6.1 Taking into account the nature of the processing, the Operator shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligations, as reasonably understood by the Company, to respond to requests to exercise Data Subject rights under the POPI Act.

6.2 Processor shall:

6.2.1 promptly notify the Company if it receives a request from a Data Subject under any Information Protection Law in respect of Company personal information; and

6.2.2 ensure that it does not respond to that request except on the written instructions of the Company or as required by applicable laws to which the Operator is subject, in which case the Operator shall to the extent permitted by applicable laws inform the Company of that legal requirement before the Operator responds to the request.

## **7. Personal Information Breach**

7.1 The Operator shall notify the Company without undue delay upon becoming aware of a personal information breach affecting Company personal information, providing the Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the personal information breach as required by the POPI Act.

7.2 Processor shall co-operate with the Company and take reasonable steps as directed by the Company to assist in the investigation, mitigation and remediation of each such personal information breach.

## **8. Information Protection Impact Assessment and Prior Consultation**

The Operator shall provide reasonable assistance to the Company with any information protection impact assessments, and prior consultations with government authorities or information privacy specialists, which Company reasonably considers to be required by article 19, 20, 21 or 22 of the POPI Act or equivalent provisions of any other information protection law, in each case solely in relation to processing of Company personal information by, and taking into account the nature of the processing and information available to the Operator.

## **9. Deletion or return of Company Personal Information**

9.1 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the processing of Company personal information (the "Cessation Date"), delete and procure the deletion of all copies of that Company personal information.

9.2 Processor shall provide written certification to Company that it has fully complied with this section within 10 business days of the Cessation Date.

## **10. Audit rights**

The Operator shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the processing of the Company personal information by the Operator.

## **11. Information Transfer**

The Operator may not transfer or authorize the transfer of Information to countries outside of the Republic of South Africa without the prior written consent of the Company. If personal information processed under this Agreement is transferred to another country, the Parties shall ensure that the personal information are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on South African standard contractual clauses as used in the POPI Act for the transfer of personal information.

## **12. General Terms**

12.1 Confidentiality - Each party must keep this Agreement and information it receives about the other party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

## **13. Governing Law and Jurisdiction**

13.1 This Agreement is governed by the laws of the Republic of South Africa.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of South Africa.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

For **Edge Training Consultancy (Pty) Ltd.**

Signature:

For **The Operator**

Signature:

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Name:

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Title:

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Date Signed:

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Name:

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Title:

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Date Signed:

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