

# **POPI ACT AGREEMENT AND CONSENT DECLARATION**

**YOU HEREBY DECLARE AND CONFIRM THAT YOU, AS THE PERSON/ENTITY/BODY/INDIVIDUAL/COMPANY WHOSE IS PROVIDING INFORMATION AND HEREINAFTER COLLECTIVELY REFERRED TO AS THE “CLIENT”, DO HEREBY IRREVOCABLY AGREE AND UNDERSTAND THAT ANY/ALL INFORMATION SUPPLIED OR GIVEN TO THE SERVICE PROVIDER, IS DONE SO IN TERMS OF THE BELOW TERMS AND CONDITIONS AND IN TERMS OF THIS AGREEMENT AND CONSENT DECLARATION.**

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**(“THE SERVICE PROVIDER/COMPANY”)**

## **1. INTERPRETATION**

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 “This Agreement” means the Agreement contained in this document;

1.1.2 “The Company/Service provider” means \_\_\_\_\_  
and includes its affiliated, holding and subsidiary companies;

1.1.3 “Confidential information” includes, but is not limited to:

1131 any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the client and the company in whatever form it may be;

1132 all internal control systems of the client and the company;

1133 details of the financial structure and any other financial, operational information of the client and the company; and

1134 any arrangements between the client and the company and others with whom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential.

- 1.1.4 “personal information” means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:
- 1141 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;
  - 1142 information relating to the education or the medical, financial, criminal or employment history of the person;
  - 1143 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
  - 1144 the biometric information of the person;
  - 1145 the personal opinions, views or preferences of the person;
  - 1146 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;
  - 1147 the views or opinions of another individual about the person; and
  - 1148 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.
- 1.1.5 “the effective date” means the date of signature of this Agreement’;
- 1.1.6 “the parties” means the parties as described hereinabove;
- 1.1.7 “divulge” or “make use of” means to reveal, make known, disclose, divulge, make public, release, publicise, broadcast, communicate or correspond or any such other manners of divulging of any information.
- 1.1.8 “**processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to :
- (a) the collection, receipt, recording, organisation, 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.
- 1.1.9 **POPI**” means the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and as amended from time to time.

**WHEREAS IT IS AGREED THAT**

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services.

The company (also called the service provider), all the parties to this agreement, the service provider's employees and the client's employees and any subsequent party/parties to this agreement acknowledge and confirm that

- One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information.
- Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement.
- Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement.
- Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.

For purposes of rendering services on behalf of the client, the service provider and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered into, irrevocably agree that "confidential information" shall also include inter alia and shall mean inter alia:

- (a) all information of any party which may or may not be marked "confidential," "restricted," "proprietary" or with a similar designation;
- (b) where applicable, any and all data and business information;
- (c) where applicable the parties may have access to data and personal and business information regarding clients, employees, third parties and the like including personal information as defined in POPI regulation; and
- (d) trade secrets, confidential knowledge, know-how, technical information, data or other proprietary information relating to the client/service provider or any third party associated with this agreement and (including, without limitation, all products information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.

By signature hereunder, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as you irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by the service provider and such use may include placing such information in the public domain. Further it is specifically agreed that the service provider will use its best endeavors and take all reasonable precautions to ensure that any information provided, is only used for the purposes its has been provided.

It is agreed that such information may be placed in the public domain and by signature hereunder, all parties acknowledge that they have read all of the terms in this policy and that they understand and agree to be bound by the terms and conditions as set out in this agreement.

It is confirmed that by submitting information to the service provider, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

**SHOULD YOU NOT AGREE TO THE TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT AND CONSENT DECLARATION YOU MUST NOTIFY THE SERVICE PROVIDER IMMEDIATELY FAILING WHICH IT WILL BE DEEMED THAT YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS SET OUT ABOVE.**