

ADDENDUM TO SERVICES AGREEMENT

POPI ACT (POPIA) AGREEMENT AND CONSENT DECLARATION

Entered by and between:

Informatronics Consulting and Distribution (Pty) Ltd T/A iMvula ICD
Registration No: 2002/023010/07

(hereinafter referred to as the "SERVICE PROVIDER")

and:

Registration No: _____

(hereinafter referred to as the "CLIENT")

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 “confidential information” includes, but is not limited to:

1.1.2.1 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 SERVICE PROVIDER in whatever form it may be;

1.1.2.2 all internal control systems of the CLIENT and the SERVICE PROVIDER;

1.1.2.3 details of the financial structure and any other financial or operational information of the CLIENT and the SERVICE PROVIDER; and

1.1.2.4 any arrangements between the CLIENT and the SERVICE PROVIDER and others with whom they have business arrangements of whatsoever nature, all of which the CLIENT and the SERVICE PROVIDER regards as secret and confidential.

1.1.3 “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:

1.1.3.1 information relating to the race, gender, sex, pregnancy status, 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 date of the person;

1.1.3.2 information relating to the education or the medical, financial, criminal or employment history of the person;

1.1.3.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

1.1.3.4 the biometric information of the person;

1.1.3.5 the personal opinions, views or preferences of the person;

1.1.3.6 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;

1.1.3.7 the views or opinions of another individual about the person; and

1.1.3.8 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.

- 1.1.4 “the effective date” means the date of signature of this Agreement.
- 1.1.5 “the parties” means the parties as described herein above.
- 1.1.6 “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.
- 1.1.7 “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:
 - 1.1.7.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 1.1.7.2 dissemination by means of transmission, distribution or making available in any other form; or
 - 1.1.7.3 merging, linking, as well as restriction, degradation, erasure or destruction of information.
- 1.1.8 “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.

2. WHEREAS

- 2.1 The CLIENT hereby declares and confirm that, as the Person / Entity / Body / Individual / Company who is providing information, do hereby agree and understand that any/all information supplied or given to the SERVICE PROVIDER, is done so in accordance with the Terms and Conditions of this Agreement and Consent Declaration.
- 2.2 All parties agree that they will comply with POPI regulations and process all the information and/or personal information 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.
- 2.3. 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:
 - 2.3.1 one or more of the parties to this agreement, will possess and will continue to possess information that may be deemed as private, confidential or as personal information;
 - 2.3.2 such information may be deemed as or considered as private, confidential or as personal information in so far as it relates to any party to this agreement;
 - 2.3.3 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;

2.3.4 further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or personal information may have value and such information may or may not be in the public domain.

2.4. For purposes of rendering services to or 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, agree that confidential information shall also include inter alia and shall mean inter alia:

2.4.1 all information of any party which may or may not be marked “confidential”, “restricted,” “proprietary” or with a similar designation;

2.4.2 where applicable, any and all data and business information;

2.4.3 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

2.4.4 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.

2.5 All parties agree and acknowledge that:

2.5.1 all information provided, whether personal or otherwise, may be used and processed by the SERVICE PROVIDER exclusively for the purpose of which it was provided;

2.5.2 the SERVICE PROVIDER specifically collects information in order to liaise with the CLIENT and its employees and representatives telephonically or via e-mail and in order to render services for which the CLIENT has mandated the SERVICE PROVIDER;

2.5.3 the SERVICE PROVIDER will use its best endeavours and take all reasonable precautions to ensure that any information provided, is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

2.5.4 the SERVICE PROVIDER will only share information provided by THE CLIENT in order to comply with applicable law or with legal process served on the SERVICE PROVIDER or in order to protect and defend the rights or property of the SERVICE PROVIDER;

2.5.5 the SERVICE PROVIDER will promptly notify the CLIENT should the SERVICE PROVIDER become aware of any unauthorised use, disclosure or processing of information provided;

2.5.6 the SERVICE PROVIDER may use the additional services of third parties, such as but not limited to Internet Service Providers and Cloud Service and Storage providers, in the supply of services to the CLIENT if such service providers provide an adequate level of information protection that is equal to or superior to POPI;

- 2.5.7 any information provided may be placed in the public domain if so required for the delivery of services for which the CLIENT has mandated the SERVICE PROVIDER;
- 2.5.8 by submitting information to the SERVICE PROVIDER, irrespective as to how such information is submitted, the CLIENT consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.
- 2.6 Although the SERVICE PROVIDER takes the aforementioned precautions in protecting the information provided by the CLIENT, we shall however not be liable for loss or damage, howsoever arising, suffered as a result of the disclosure of such information if outside our reasonable control.
- 2.7 The CLIENT has the right at any time to:
- 2.7.1 rectify any personal information collected by the SERVICE PROVIDER;
- 2.7.2 object to the processing of personal information (subject to legislation);
- 2.7.3 request the return or destruction of personal information (subject to legislation);
- 2.7.4 lodge a complaint with the SERVICE PROVIDER.
- 2.8 All parties have read all of the terms and conditions of this agreement and that they understand and agree to be bound by these terms and conditions.

Signed for and on behalf of the CLIENT

at _____ on this the ____ day of _____

Name: _____

Designation: _____

Signature: _____

Signed for and on behalf of the SERVICE PROVIDER

at _____ on this the ____ day of _____

Name: _____

Designation: _____

Signature: _____