



AGREEMENT OF SECURITY AND DATA PROTECTION (PoPIA COMPLIANCE) BETWEEN

DOCUMENT EXCELLENCE GROUP

(Responsible Party)

And

(Processor - Supplier)

This agreement is entered into willingly by both parties with effect from 01 July 2021.

It is acknowledged, agreed and recorded that in consequence of the services that you render to the Responsible Party, you may collect and process personal data/information (as defined in the Protection of Personal Information Act, also known as PoPIA) belonging to the responsible party and/or third parties for which the Responsible party is responsible for the protection of such personal information.

By your signature of this agreement, you conform, accept, agree to and irrevocably warrant that you shall:

1. Comply with the provisions of the prevailing privacy and data protection legislation governing the collection, use and processing of personal information as defined in the PoPIA Act.
2. Not process any personal information for any purpose other than to perform your obligations to the Responsible Party, and to ensure that such processing will not place the Responsible Party in breach of any privacy and data protection laws and/or stated requirements.
3. Only act on the instructions of the Responsible Party in collecting, processing and using personal data and information.
4. Not to disclose or otherwise make available the personal information to any third party other than authorised staff and/or subcontractors who require access to such personal information strictly in order to carry out their obligations pursuant to your obligations to the responsible party.
5. Ensure that your Employees, agents, subsidiaries, representatives, sub-contractors and any other persons that have access to the personal information, are bound by appropriate and legally binding confidentiality and non-use obligations in respect to personal information.
6. Take appropriate, reasonable, technical and organisational measures to ensure that the integrity and confidentiality of the personal information in your possession, or under your control, is secure and that such personal information is protected against accidental loss, destruction, damage, unlawful access and/or processing.



POPIA IMPLEMENTATION ADDENDUM – FOR SUPPLIERS

7. Only transfer information across country borders with the Responsible Party's written consent, you shall ensure that any such transfer of any personal information across any country border shall comply with all applicable privacy and data protection legislation.
8. Immediately notify the responsible party in the case of any possible infringements and/or data breaches of the applicable data protection legislation, the terms of this agreement or any other irregularities by you, your staff or any other party action on your behalf in relation to the personal information.
9. Return or destroy the personal information once it is no longer required for the purpose of performing your obligations to the Responsible Party or any directly related purposes, and
10. Fully indemnify and hold the Responsible Party its affiliates, associates, subsidiaries and their respective staff, successors, cessionnaires and assignments harmless against any losses, costs (including but not limited to legal costs on an attorney and own scale), expenses and damage (including but not limited to consequential losses and damage) as well as penalties and fines arising out of, or relating to any non-compliance with the provisions of this agreement and any relevant data protection legislation by you, or any other party who receives personal information from you. Any breach of any of the provisions of this agreement shall be regarded as a material breach of your obligations to the Responsible Party. The obligations contained herein shall continue after your services to the Responsible Party, for whatever reason.

SIGNED ON BEHALF OF THE RESPONSIBLE PARTY:

Thus, done and signed at _____ on this _____ day of _____ 2021.

_____	_____	_____
Name & Surname	Designation	Signature

SIGNED OF BEHALF OF THE PROCESSOR:

Thus, done and signed at _____ on this _____ day of _____ 2021.

Supplier Name: _____

_____	_____	_____
Name & Surname	Designation	Signature