

	POPIA OPERATOR AGREEMENT	
	POLICY NUMBER	REVISION NUMBER
	P1006	0
	PAGE NUMBER	EFFECTIVE DATE
	1	2021

OPERATOR AGREEMENT

Between

CT INTERNATIONAL FINANCIERS (PTY) LTD

("CTI")

And

("the Service Provider")

INTRODUCTION

- CTI being a Responsible Party as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA") may from time to time require the Service Provider to process Personal Information of a Data Subject, for which purposes the Service Provider will act as an Operator as defined in the POPIA.
- The Parties wish to record their agreement in regard to the processing of such Personal Information by the Service Provider in accordance with the requirements of the POPIA.

1. PROCESSING OF PERSONAL INFORMATION

- 1.1. The Service Provider will only process CTI's Personal Information in accordance with CTI's express instructions and will not carry out any related or further processing of such Personal Information for any other reason whatsoever.
- 1.2. The Service Provider will only process Personal Information of a third party Data Subject provided by CTI in accordance with CTI's express instructions and will not carry out any related or further processing of such Personal Information for any other reason whatsoever.
- 1.3. The Service Provider will not otherwise disclose or permit the disclosure of any Personal Information of CTI or a third party Data Subject to any other third party and will treat all Personal Information disclosed as strictly confidential.

2. PROTECTION OF PERSONAL INFORMATION

- 3. The Service Provider warrants that it will secure the integrity and confidentiality of the Personal Information provided to it by CTI by taking appropriate, reasonable technical and organisational measures to prevent:
 - 3.1. loss of, or damage to, or unauthorised destruction of the Personal Information; and;
 - 3.2. unlawful access to, or Processing of, the Personal Information.
- 4. In order to give effect to the above, the Service Provider will take reasonable measures to:
 - 4.1. identify all reasonable foreseeable internal and external risks to the CTI Personal Information;
 - 4.2. establish and maintain appropriate safeguards against the risks identified;
 - 4.3. regularly verify that the safeguards are effectively implemented, including conducting security assessments consistent with best industry practice; and

- 4.4. ensure that the safeguards are continually updated in respect of new risks or deficiencies in previously implemented safeguards and shall notify CTI of the risks identified and the safeguards established and implemented from time to time.
- 4.5. The Service Provider undertakes to comply with:
 - 4.5.1. generally accepted information security practices and processes;
 - 4.5.2. best industry practices or, where applicable, professional rules and regulations; and
 - 4.5.3. CTI' security practices and requirements as CTI may notify the Service Provider in writing from time to time.

5. TRANSFER OF DATA

- 5.1. The Service Provider will not transfer Personal Information of any sort received from CTI to a recipient in a foreign country, unless the Service Provider ensures that the recipient of that personal information is subject to a law, binding corporate rules or binding agreement which provide adequate level of protection of that personal information as required in terms of POPIA.

6. AUDIT & TERMINATION

- 6.1. CTI may, by written notice to the Service Provider, require the Service Provider to submit its information processing facilities and activities for an audit, which will be carried out by CTI or its duly appointed agent as CTI's expense.
 - 6.1.1. On receipt of an audit request, the Service Provider undertakes to provide CTO or its appointed agent with such documentation, information and/or access to facilities and personnel as may be reasonably required to effectively verify the Service Provider's compliance with this agreement or any other requirements of POPIA or similar data protection legislation.
- 6.2. CCPB will be entitled to suspend the transfer of Personal Information to the Service Provider and, without derogating from any other remedies which it

may have in law, terminate this agreement if the Service Provider breaches this agreement or otherwise processes Personal Information for CTI in contravention of POPIA.

7. NOTIFICATION OF BREACH

- 7.1. The Service Provider must immediately notify CTI where there are reasonable grounds to believe that the Personal Information of a Data Subject has been lost, damaged, destroyed without authorisation, or accessed or acquired by an unauthorised person (“Data Breach”).
- 7.2. The Service Provider must take all reasonable steps and provide any and all support necessary to enable CTI to notify the Information Regulator established in terms of POPIA and any Data Subject who may be affected by the Data Breach.

8. INDEMNITY

- 8.1. The Service Provider hereby indemnifies, defends and holds CTI harmless from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgements, settlements, damages, fines, penalties, awards, costs, expenses and fees (including actual attorney’s fees) that may be sustained, suffered or secured against or incurred by CTI arising out of or resulting from:
 - 8.1.1. the unlawful processing by the Service Provider of Personal Information;
 - 8.1.2. the Service Provider failing to establish and maintain adequate security measures; or
 - 8.1.3. A Data Breach in relation to the Personal Information processed by the Service Provider.

9. COMPLETION OF PROCESSING

- 9.1. On completion by the Service Provider of its obligations to process any Personal Information for CTI, the Service Provider must cease processing such Personal Information and (subject to any applicable legislation which

requires the Service Provider to retain such personal information), on request, either return the Personal Information to CTI or destroy such Personal Information and provide CTI with a Certificate of Destruction.

10. NOTICES

10.1. Any notice, pleading, process or other communication may be sent to the parties by courier or hand delivery or email to the following addresses:

10.1.1. CTI at 15 CTI Business Park, 69 Vasco Boulevard, Goodwood, Cape Town, 7460 or legaldept@ct-international.co.za

10.1.2. The Service Provider at _____

Email _____

11. GENERAL

11.1. This agreement will be interpreted according to South African law.

11.2. If any clause, term or provision contained in this agreement (or any part thereof) shall for any reason whatsoever be declared or become invalid, illegal or unenforceable (the “offending provision”) the other clauses, terms and provisions contained in this agreement shall remain in full force and effect as if this agreement had been executed without the offending provision therein.

11.3. The terms “Data Subject”, “Operator”, “Personal Information” and “Responsible Party” in this agreement must be given the definition contained in the POPIA.

11.4. This agreement may only be amended or any rights waived by written agreement signed by both Parties.

11.5. This agreement will continue to be of effect until specifically terminated or the contractual relationship between CTI and the Service Provider is terminated.

12. Termination of this Agreement will not affect the provisions, which are intended to continue to have effect and apply after termination.
13. Any dispute relating to this agreement may be referred to arbitration under the rules of the Arbitration Foundation of Southern Africa.

Signed at _____ on this _____ day of _____ 20____.

For CTI who warrants their authority
to sign

As witness

Signed at _____ on this _____ day of _____ 20____.

For the Service Provider who
warrants their authority to sign

As witness
