

# OPERATOR AGREEMENT FOR THE PROCESSING OF PERSONAL INFORMATION

## 1. PARTIES:

The Agreement is entered into between:

### 1.1 PC Maniacs (Pty) Ltd (hereinafter “the Responsible Party”)

Registration number:	2019/154006/07
Email address	<a href="mailto:fritz@pcmaniacs.co.za">fritz@pcmaniacs.co.za</a>
Address for legal notices	Agri-hub Office Park, Block A, 477 Witherite Road, The Willows, Pretoria
Contact person	Fritz Schoeman
Information Officer	informationofficer@pcmaniacs.co.za

and

### 1.2 Insert name of company or individual (hereinafter “the Operator”)

Registration number:	
Email address	
Address for legal notices	
Contact person	
Information Officer	

The Responsible Party and the Operator are collectively referred to herein as the “Parties” and individually as a “Party”.

The Parties herewith agrees as follows:

## 2. RECITAL

- 2.1 This agreement applies to the processing of Personal Information, within the scope of the Protection of Personal Information Act 4 of 2013. It does not apply where the Operator is acting as a Responsible Party.
- 2.2 This Agreement does not replace any other agreements entered into between the Parties (the Main Agreement) and will only govern Personal Information protection. If there is a conflict between this Agreement and the Main Agreement, this Agreement will prevail as far as Personal Information protection is concerned.
- 2.3 The Parties expressly agree and acknowledge that the provisions of the Main Agreement relating to matters not specifically dealt with herein, shall be read as if specifically incorporated herein, *mutatis mutandis*.

### 3. INTERPRETATION

For the purposes of this Agreement, the following definitions shall apply:

- 3.1 "**Agreement**" means this Operator Agreement including any annexures thereto;
- 3.2 "**Confidential Information**" means any and all confidential information (whether in oral, written or electronic form) as defined in the Main Agreement including Personal Information;
- 3.3 "**Data subject**" means the person to whom the Personal Information Relates as defined in POPIA;
- 3.4 "**Operator**" has the same meaning as assigned to it in POPIA;
- 3.5 "**Personal Information**" means information relating to any Person as defined in POPIA and relates to the personal information processed in terms of the Main Agreement;
- 3.6 "**POPIA**" means the Protection of Personal Information Act, 4 of 2013 and includes any regulations to or rules in terms of the Protection of Personal Information Act, 4 of 2013 and any subsequent amendments to it;
- 3.7 "**Process**" and "**Processing**" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction, retrieval, alteration, consultation, testing or use, dissemination or distribution by any means; and
- 3.8 "**Responsible Party**" has the same meaning as assigned to in POPIA.

### 4. DURATION

This Agreement shall commence on the signature date and continue in effect for so long as the Operator is processing Personal Information on behalf of the Responsible Party.

### 5. MANNER OF AND PURPOSE FOR PROCESSING

The Operator shall only Process Personal Information for the purpose set out in the Main Agreement and in accordance with the provisions of this Agreement. The processing activities are set out in Annexure A hereto.

## **6. OBLIGATIONS OF THE OPERATOR**

The Operator warrants that it shall at all times:

- 6.1 process the Personal Information of any Personal Information Subject in a manner which is consistent with the Responsible Party's Information Security Policies and POPIA, with which it is familiar with at the time of signing this Agreement;
- 6.2 treat Personal Information as Confidential Information and treat it in terms of the existing Confidentiality provisions in the Main Agreement;
- 6.3 take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information that it Processes and protect such Personal Information against unauthorised or unlawful disclosure, access or Processing, accidental loss, destruction or damage in accordance with the safeguards listed in Annexure B hereto;
- 6.4 not, at any time, copy, compile, collect, collate, Process, mine, store, transfer, alter, delete, interfere with or in any manner use the Personal Information for any purpose(s) other than is necessary to discharge its contractual obligations in terms of the Main Agreement;
- 6.5 not transfer any Personal Information outside of the borders of South Africa without the express consent of the Data Subjects and such consent has been obtained via the Responsible Party;
- 6.6 ensure that records of the Personal Information are not maintained for longer than is necessary in order for it to discharge its obligations in terms of the Main Agreement and that it is destroyed or de-identified once the Personal Information is no longer necessary for the Operator to achieve this purpose(s) in accordance with all applicable laws and the Responsible Party's Information security policies;
- 6.7 comply with the conditions of lawful processing as set out in POPIA; and
- 6.8 fully indemnify the Responsible Party against and shall hold the Responsible Party harmless from any claim, loss or damage of any nature whatsoever, arising from the Operator's breach of this Agreement or any other cause whatsoever in respect of the Operator's access to and Processing of the Personal Information, including but not limited to direct, indirect, special, incidental or consequential damages of whatever nature.

## **7. PERSONAL INFORMATION SECURITY BREACH**

- 7.1 The Operator shall notify the Responsible Party immediately when the Operator becomes aware of or suspects any loss, unauthorised access or unlawful use of any Personal Information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise and to restore the integrity of the affected information.
- 7.2 The Operator shall also be required to provide the Responsible Party with details of the Personal Information Subjects who are affected by the security breach and the nature and extent of the breach, including details of the identity of the unauthorised Person(s) who may have accessed or acquired the Personal Information.
- 7.3 The Operator shall comply with the breach notification requirements as set out in section 22 of POPIA.

## **8. DISCLOSURE REQUIRED BY LAW, REGULATION OR COURT ORDER**

- 8.1 In the event that the Operator is required to disclose any Personal Information, as required by law, regulation or court order or to comply with an obligation imposed by law on the Operator, it will advise the Responsible Party thereof prior to any such disclosure.
- 8.2 The Operator will take such steps as may be required to limit the extent of the disclosure to the extent that it lawfully and reasonably practically can and will afford the Responsible Party a reasonable opportunity, if possible and permitted, to intervene in the proceedings and further, will comply with the Responsible Party's requests as to the manner and terms of any such disclosure.

## **9. BREACH**

- 9.1 Any breach in terms of this Agreement shall be regulated by the provisions of the Main Agreement, the provisions of which shall be read as if specifically incorporated herein and the obligations of which shall survive termination of the Main Agreement.

SIGNED at ...Fourways..... on this ...1..... day of ...July..... 2021.

AS WITNESSES:



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for: **Responsible Party**  
duly authorised thereto

Full Names: Fritz Schoeman

Designation: Sales Director

SIGNED at ..... on this ..... day of ..... 2021.

AS WITNESSES:

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for: **Operator**  
duly authorised thereto

Full Names:

Designation:

## Annexure A

### Processing Activities

List the main processing activities that you perform for the Responsible Party	
Type of Personal Information that you Process	
Where is the Personal Information stored	
How is the Personal Information destroyed	

## Annexure B

### Technical and organisational security procedures and measures

	Requirements	Confirm what measures are in place
1.	Information Security Policies	
2.	Back up of Information	
3.	Encryption of Personal Information	
4.	Limitation of access control on a need to know basis	
5.	System safeguards and multi-factor authentication	
6.	Business Continuity and Disaster Recovery	
7.	Risk Management pertaining to Processing of Personal Information	
8.	Training and awareness amongst your employees	
9.	Other	