

DATA SHARING AGREEMENT

BETWEEN

EMV Africa (Pty) Ltd (hereinafter referred to as '**the Disclosing Party**')

AND

.....

Together, called the 'Parties' or each individually also called 'Party'

WHEREAS

The Disclosing Party intends sharing with the Recipient Party, certain personal information of the Disclosing Party's data subjects to the benefit of both parties' legitimate interests as well as to the benefit of all relevant data subjects.

WHEREAS

Both parties, during such sharing of personal information, wish to comply with requirements as set out in the Protection of Personal Information Act, hereinafter called POPIA.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. Quality Requirements: Requirements regarding quality of personal information; as further defined in section 16 of POPIA;
- 1.2. Consent: Of the data subject means, any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information;
- 1.3. Responsible Party: A public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information;
- 1.4. Personal Information Protection Law: Laws and regulations regarding privacy;
- 1.5. Data Subject: The person to whom personal information relates;
- 1.6. Disclosure: The disclosure of personal information by the Disclosing Party to the Recipient Party;
- 1.7. SA: South Africa;
- 1.8. POPIA: *Protection of Personal Information Act of South Africa, 2013*;

- 1.9. Lawfulness: The Processing of personal information based on grounds defined in POPIA, such as Consent;
- 1.10. Personal information: Any information relating to an identified or identifiable, living natural person which is Disclosed by the Disclosing Party to the Recipient Party;
- 1.11. Processing: Any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure or destruction of information;
- 1.12. Purpose Limitation: The limitation on the Processing of personal information. In short Purpose Limitation entails that personal information must be collected for specified, explicit and lawful purposes and not further Processed in a manner that is incompatible with those purposes;
- 1.13. Territorial scope: Where the responsible party is domiciled in the Republic; or not domiciled in the Republic, but makes use of automated or non-automated means in the Republic, unless those means are used only to forward personal information through the Republic.
- 1.14. Transparency Requirements: Information to be provided to the data subject when processing personal information;

If POPIA does not apply to the Processing of personal information by a Party the definitions in this article that refer to POPIA will still apply

2. General

The Parties agree that the Disclosing Party will Disclose to the Recipient Party the Personal Information specified in Annexure A.

3. Method and Frequency of Disclosure

The method and the frequency of the disclosure is specified in Annexure A.

4. Legality of the Disclosure

The Disclosing Party will only disclose Personal Information if all processing by the Disclosing Party leading up to the disclosure and the disclosure itself is in full compliance with POPIA. This obligation also applies if the Disclosing Party does not fall under the territorial scope of POPIA. No clause in this agreement weakens this obligation unless it is explicitly mentioned. Compliance with POPIA includes, but is not limited to:

- 4.1. Respecting Purpose Limitation;

4.2. Properly informing the data subject of the Disclosure; and

4.3. Lawfulness of the Disclosure of personal information.

5. Compliance by the Recipient Party

The Recipient Party will process the personal information that it has received from the Disclosing Party in full compliance with POPIA. This obligation also applies if the Recipient Party does not fall under the territorial scope of POPIA. No clause in this agreement weakens this obligation unless it is explicitly mentioned.

6. Purposes of Processing by the Recipient Party

The Recipient Party will only use the personal information for the purposes compatible with those specified in Annexure A.

7. Transparency of the Recipient Party

If the Recipient Party has received the personal information, it must meet its transparency requirements without undue delay. Further processing is prohibited until the transparency requirements have been met.

If it's impossible for the Recipient Party to meet its transparency requirements or if it takes disproportionate effort, then it can ask the Disclosing Party for assistance. The Disclosing Party can only refuse if it's impossible or if it takes disproportionate effort.

8. Countries Prohibited for Transfer

The Parties acknowledge that the Recipient may transfer personal information of the Data Subjects outside of the SA in order to give effect to the purpose for which this information has been disclosed to the Recipient Party. Such transfer will comply with POPIA's provisions relating to Transborder Information Flows.

The Disclosing Party hereby acknowledges and agrees that the Recipient Party may transfer personal information outside of SA insofar as it is necessary to give effect to the purpose for which it was disclosed to the Recipient Party. The Disclosing Party further acknowledges that it will ensure that the respective data subjects have provided consent for their personal information to be transferred outside of SA.

9. Security

The Recipient Party has to take all technical and organisational measures required under POPIA for the security of the personal information.

10. Distribution of responsibilities

The Parties wish to share as little responsibility as possible. The Parties will do what they can to make sure that they will never be joint Responsible Parties for the personal information that is shared under this agreement.

The Disclosing Party will be the sole Responsible Party for any Processing activities leading up to the Disclosure of the personal information and for the Disclosure itself. The Recipient Party will be the sole Responsible Party for all Processing activities after the Disclosure.

If the Parties, in spite of what they agreed on, become joint Responsible Parties then they will cooperate to fully comply with POPIA.

11. Quality of the personal information

The Disclosing Party will only Disclose personal information that meets the quality requirements of POPIA. This obligation also applies if the same personal information is disclosed multiple times or continuously.

If the Recipient Party cannot meet the quality requirements of POPIA with regard to the personal information without the assistance of the Disclosing Party or if it takes disproportionate effort, then the Disclosing Party must, within reason, provide all updated personal information that it has.

12. Requests

If a Party receives a request from a data subject regarding personal information, then the Party will inform the data subject about whether or not the request will affect the processing of personal information by the other Party.

13. Consent

If the lawfulness of the Disclosure of personal information is based on consent obtained by the Disclosing Party and a data subject withdraws his or her consent, then the Parties will inform each other of this without undue delay.

14. Direct Marketing

The Disclosing Party will only Disclose personal information for the purpose of direct marketing by the Recipient Party if the data subject has given his or her consent for the direct marketing.

15. Audits

Each Party has the right to, upon reasonable request, submit the other Party's data processing facilities, data files and documentation needed for processing personal information (and/or those of its agents, affiliates, contractors) to reviewing, auditing and/or certifying by the requesting Party (or any independent or impartial inspection agents or auditors, selected by the requesting Party and not reasonably objected to by the other Party) to ascertain compliance with this agreement, with reasonable notice and during regular business hours. With regards to this clause, the requesting Party shall immediately inform the other Party if, in its opinion, it is not compliant with this agreement.

16. Information and cooperation

The Recipient Party shall keep the Disclosing Party abreast of the occurrence, management and resolution of any security compromises in the security of personal information.

The Parties shall keep each other abreast of any non-compliance with Information Protection Law in relation to personal information.

The Parties shall make available, upon reasonable request, all information necessary to demonstrate compliance with this agreement and applicable Information Protection Law.

In the event of a dispute or claim brought by a data subject or the Regulator concerning the processing of the personal information against either or both of the Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

17. Confidentiality

The Recipient Party ensures that persons authorised to process the personal information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Parties will, to a reasonable extent, safeguard the confidentiality of any confidential information shared.

18. Indemnification

Each Party indemnifies the other Party for all damages caused to the other Party by the indemnifying Party's failure to comply with this agreement or applicable Information Protection Law. Damages include, but are not limited to, fines by the Regulator and claims by data subjects.

19. Conflicts with Local Laws

The Recipient Party has no reason to believe, at the time of entering into this agreement, in the existence of any local laws that would have a substantial adverse effect on the compliance with this agreement, and it will inform the Disclosing Party if it becomes aware of any such laws.

20. Suspension of Data Sharing Activity

In the event that the Recipient Party is in security compromise of its obligations under this agreement, then the Disclosing Party may temporarily suspend the Disclosure of personal information to the Recipient Party until the security compromise is repaired or the contract is terminated.

21. Changes That Affect the Agreement

The Parties undertake to give one another written notice of any changes in legislation, regulations or policies respecting those Parties and programs that are likely to affect this Agreement.

22. Amending Procedures

This Agreement can only be amended by a written and signed agreement between the Parties.

21. Termination of the Data Sharing Activity

This agreement can only be terminated in writing.

Personal information must be securely deleted or destroyed by the Recipient Party if this agreement is terminated. Personal information may only be kept longer if:

21.1. the Recipient Party is required to do so by law; or

21.2. the Recipient Party has, independently from the Disclosing Party, received the data subject's consent for processing its personal information

The Recipient Party shall confirm, in writing, that the disposal has been completed in the agreed manner.

ANNEXURE A - SPECIFICATION OF SHARED PERSONAL INFORMATION

The Disclosing Party will disclose personal information of the following data subject types:

The Disclosing Party will disclose the following personal information:

The frequency of the disclosure will be:

The method of the disclosure will be:

The Recipient Party will process the personal information for the following purposes:



Gauteng: 2 Brands Hatch Close,
Kyalami Business Park, Midrand, South Africa.

Western Cape: Cnr Milan & London
Circle, Brackengate Business Park, Eskom Rd,
Brackenfell, 7560, South Africa.

CONTACT POINTS FOR PRIVACY ENQUIRIES BY DATA SUBJECTS

Recipient Party name:

Physical address:

Country:

Telephone number:

Email address:

Attention:

Disclosing Party name: EMV Africa (Pty) Ltd

Physical address: 2 Brands Hatch Close, Kyalami Business Park, Midrand

Country: South Africa

Telephone number: 011 466 1926

Email address: fionaj@emvafrica.co.za

Attention: Fiona Jacobs

SIGNED for and on behalf of **Disclosing Party:**

.....
(signature)

.....
Designation

.....
Date

SIGNED for and on behalf of **Recipient Party:**

.....
(signature)

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Designation

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Date