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## Client / Customer and Vendor Consent Form to Process Personal Information

I, \_\_\_\_\_ (full names) \_\_\_\_\_ (position) acting on behalf of \_\_\_\_\_ “the Company” as the authorised representative hereby acknowledge and consent to Uniterm Direct CC or any of its subsidiaries and JV’s, to share and exchange information.

We hereby confirm that Uniterm Direct CC or any of its subsidiaries and JV’s may collect, hold, organise, store, and process personal information of the Company for the purposes of fulfilling the Agreement or proposed Agreement.

The Personal Information may be used for the management and execution of the Agreement or proposed Agreement and the Company further accepts that this may involve the Information being sent to a country outside the Republic of South Africa in which the Company may or may not provide services.

The purpose for processing Personal Information includes but is not limited to verification of the Company’s details, credit checks where credit facilities are requested and by operation of law.

The Company acknowledges that it has the right to access the personal information that Uniterm Direct CC or any of its subsidiaries and JV’s may have in its possession and is entitled to request the identity of which Operators / 3<sup>rd</sup> Parties who may have access to the processed personal information.

Furthermore, the Company recognises that any request in this regard may be declined if:

- ✦ the information comes under legal privilege in the course of litigation;
- ✦ the disclosure of personal information in the form that it was processed may result in the disclosure of confidential information;
- ✦ giving access may cause a 3<sup>rd</sup> party to refuse to provide similar information to Uniterm Direct CC or any of its subsidiaries and JV’s the information as it is disclosed may result in the disclosure of another person’s information;
- ✦ the information contains an opinion about another person and that person has not consented;
- ✦ the disclosure is prohibited by law.

The Company acknowledges that the collection, processing and transferring of the information is important to enforce the contractual relationship with Uniterm Direct CC or any of its subsidiaries and JV’s, and that failure to consent to same may result in the discontinuance of some services.

The Company accepts that Uniterm Direct CC or any of its subsidiaries and JV's could potentially share their data internally between departments / branches in the following circumstances:

- ✦ To honour operational obligations – Between Uniterm Direct CC Head Office and the relevant branch;
- ✦ Correspondence – quotes, contracts, emails containing business requirements, to enable the relevant branch to execute services efficiently;
- ✦ Supplier invoices and correspondence – emails, invoices, to enable the relevant branch to execute payments swiftly.

The Company understands that in terms of POPIA and other laws in the country, there are instances where their express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.

Whenever Uniterm Direct CC or any of its subsidiaries and JV's, contracts with other organisations (3<sup>rd</sup> Parties) to provide support services, Uniterm Direct CC or any of its subsidiaries and JV's will bind its service providers to its privacy policies as far as they may be required to have access to their customers' and service providers' personal information and to perform such duties.

Further, it is specifically agreed that Uniterm Direct CC or any of its subsidiaries and JV's, will use its best endeavours and take all reasonable precautions to ensure that personal information provided, is held securely, and is only used for the purpose it has been provided for.

#### DATA PRIVACY AND PROTECTION

1.1. The Parties acknowledge that in providing the services in terms of this Agreement, both Parties may be exposed to the Personal Information (as defined in Chapter 1 of the Protection of Personal Information Act) of the other Party and/or its staff, affiliate or any candidate provided by the Agency.

1.2. The Parties specifically record that all Personal Information provided by either Party or to which either Party may be exposed, shall constitute Confidential Information and as such, the Parties shall comply with all the provisions of clause 17 with regard to such Personal Information.

1.3. Both Parties warrant in favour of the other Party that it shall at all times strictly comply with all applicable legislation, regulation or any relevant industry body, whether within the Republic of South Africa or elsewhere in the world, as may be applicable.

1.4. The Parties hereby warrant that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Personal Information for any purpose other than what is necessary to act in terms of this Agreement without the express prior written consent of the other Party.



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1.5. The Parties further warrant that it shall ensure that all its systems and operations which it uses pursuant to this Agreement, including all systems on which Personal Information is processed as part of providing the services, shall at all times be of a minimum standard required by law and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Personal Information within each Party's relevant industry.

1.6. The Parties warrant further that to the extent that a third party and/or sub-processor is engaged, they shall be an appropriate agreement in place which shall bind such third party and/or sub-processor to terms no less stringent than that contained in this Agreement.

To the extent that Personal Information is transferred outside the borders of South Africa, the Parties warrant that such transfer shall not take place to countries or jurisdictions without similar data protection regulation and/or without adequate security standards.

Thus, signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_