

**COMPLAINEE IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT NO.4 OF
2013 (“POPIA STATEMENT”)**

BETWEEN

GAAP POINT OF SALE (PTY)LTD

(Registration Number [1999/003571/07])

(HEREINAFTER REFERRED TO AS “THE SERVICE PROVIDER”)

and

CLIENT

(HEREINAFTER REFERRED TO AS “CLIENT, SUPPLIERS, NEW CLIENT OR IT”)

1.

PREMABLE

The Parties wish to record their agreement with regards to the processing of personal information by the Service Provider in accordance with the requirements of the Protection of Personal Information Act 4 of 2013 (“POPIA”).

2.

2.1. The Service Provider shall only process Client’s personal information in accordance with Client’s express instructions and will not carry out any related or further processing of such personal information for any other reason whatsoever. The Service Provider will not otherwise disclose or permit the disclosure of any personal information to any third party and will treat all personal information disclosed as strictly confidential.

2.2. The Service Provider will implement appropriate, reasonable technical and organisational measures to ensure the integrity of personal information is secure and such personal information is protected against unlawful unauthorised or unlawful processing, loss, destruction or damage, disclosure or access, having regard.

2.3. The Service Provider will not transfer personal information received from the Client 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.

2.4. Client shall be entitled, by written notice to the Service Provider, to require the Service Provider to submit its information processing facilities and activities for an audit, which will be

carried out by Client or such person as may be determined by the Client (“the Verifying Party”). On receipt of such notice, the Service Provider must provide the Client and the Verifying Party 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.

2.5. In relation to the personal information that the Service Provider processes for the Client, the Service Provider must immediately notify Client 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”). The Service Provider must take all steps and provide any and all support necessary to enable the Client to notify the Information Regulator established in terms of POPIA and any data subject who may be affected by the Data Breach.

2.6. The Client hereby indemnifies, defends and holds the Service Provider 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 Client out of or resulting from: (i) the unlawful processing by the Service Provider of personal information; (ii) the Service Provider failing to establish and maintain adequate security measures; or (iii) a Data Breach in relation to the personal information processed by the Service Provider.

2.7. On completion by the Service Provider of its obligations to process any personal information Of the Client, the Service Provider must cease processing such personal information and, at the election of Client, return the personal information to Client or destroy such personal information and certify to Client that it has done so, subject to any applicable legislation which requires the Service Provider to retain such personal information.

3.

3.1. We may collect the following information about you: (This is not a closed list) 3.1. this information may include your name, address, company details, company registration documents, contact details, date of birth, place of birth, identity number, passport number, bank details, tax and/or VAT number and other financial information;

3.1.1. records of correspondence or enquiries from you or anyone acting on your behalf;

3.1.2. details of transactions you carry out with us;

3.1.3. details of contracts, sales and/or, purchases you carry out with us;

3.1.4. sensitive or special categories of personal information, including biometric information, such as images, fingerprints and voiceprints.

3.2. Where you provide us with the personal information of third parties you should take steps to inform the third party that you need to disclose their details to us, Information which we may

collect about you, client will need to disclose their details to us, identifying us. We will process their personal information in accordance with this Statement.

3.3. How we collect information. You may provide personal information to us either directly or indirectly (through an agent acting on your behalf), by completing a GAAP Master Rental Agreement or utilize one of our products and services or requesting further information about our products and services, whether in writing, through our website, over the telephone or any other means, by completing a vendor application form, submitting information as part of an RFP (Request for Proposal) process or by signing a contract with us.

3.4. We may also collect your personal information from your appointed agent, any regulator, or other third party that may hold such information.

3.5. Use of information collected in terms of Clause 3. We may use, transfer and disclose your personal information for the purposes of providing you with the services, products or offerings you have requested, and notifying you about important changes to these services, products or offerings;

3.6. managing the contractual relationship and allowing you to provide us with products and services;

3.7. detecting and preventing fraud and money laundering and/or in the interest of security and crime prevention;

3.8. assessing and dealing with complaints;

3.9. operational, marketing, auditing, legal and record keeping requirements;

3.10. verifying your identity or the identify of your company;

3.11. transferring or processing your personal information outside of the Republic of South Africa to such countries that may not offer the same level of data protection as the Republic of South Africa, including for cloud storage purposes and the use of any of our websites complying with Applicable Laws, including lawful requests for information received from local or foreign law enforcement, government and tax collection agencies;

3.12. recording and/or monitoring your telephone calls and electronic communications to/with the Service Provider in line with contractual obligations or to use as evidence and in the interests of crime prevention;

3.13. disclosing your personal information to third parties for reasons set out in this Statement or where it is not unlawful to do so;

3.14. monitoring, keeping record of and having access to all forms of correspondence or communications received by or sent from the Service Provider or any of its employees, agents or contractors, including monitoring, recording and using as evidence all telephone communications between you and the Service Provider;

3.15. improving or evaluating the effectiveness of the Service Providers business or products, services or offerings; and

3.16. prevention and control of any disease.

3.18. Your personal information may be shared with the Service Provider's subsidiaries, our agents and sub-contractors, and selected third parties who process the information on our behalf.

3.19. We may also disclose your personal information to third parties in the following circumstances to any other of the Service Provider's subsidiaries, business partners or other third parties to –

3.19.1. assess and monitor the supply of products or services to the Service Provider;

3.19.2. determine which products and services may be of interest to you and/or to send you information about such products and services, unless you object or choose not to receive such communications.

3.19.3. to any relevant person and/or entity for purposes of prevention, detection and reporting of fraud, criminal activating and default listing.

3.19.4. to any person if we are under a duty to disclose or share your personal information in order to comply with any Applicable Laws, or to protect the rights, property or safety of the Service Provider, other clients or other third parties; and/or

3.19.6. If you do not wish us to disclose this information to third parties, please contact us at the contact details set out above. We may, however, not be able to provide products or services to you or allow you to supply products and services to us if such disclosure is necessary.

4.

Retention of your information

We may retain your personal information indefinitely, unless you object, in which case we will only retain it if we are permitted or required to do so in terms of Applicable Laws. However, as a general rule, we will retain your information in accordance with retention periods set out in Applicable Laws, unless we need to retain it for longer for a lawful purpose.

5.

Access to, correction and deletion of your personal information. Client may request details of personal information which we hold about you under the Promotion of Access to Information Act, 2000 (“**PAIA**”). Fees to obtain a copy or a description of personal information held about you are prescribed in terms of PAIA. Confirmation of whether or not we hold personal information about Client’s information may be requested free of charge. If Client would like to obtain a copy of the Service Provider’s personal information held by the Service Provider, please review our PAIA Manual available on our website (<https://www.gaap.co.za>).

If you are not satisfied with such process, you may have the right to lodge a complaint with the Information Regulator as envisaged in the Manual. **Client hereby further consents to processing of its Personal Information in terms of POPIA and undertaking to comply with POPIA.**

Yours Faithfully

Information Officer