

Supplier Agreement

POPI and Confidentiality Agreement

Entered into between

PLANTATIONS HOME OWNERS ASSOCIATION
2003/009741/08
(hereinafter “**CLIENT**”)

AND

(hereinafter “**SUPPLIER**”)

1. Definitions

The following words and/or phrases, when used in this agreement, shall have the following meanings:

Client shall mean Plantations Home Owners Association, 2003/009741/08, a registered Home Owners Association;

Confidential Information means, without limitation, any technical, commercial or scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, terms of agreements, organisational strategies or structure, products or services offered and shall include any information that falls within the definition of 'Personal Information';

Effective Date shall mean the date of the last signature hereto;

Notice shall mean a written document addressed by one Party to the other and either delivered by hand; sent per email to the addresses as indicated herein;

Operator means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;

Parties means the Client and Supplier, as defined herein;

Personal Information as defined in POPI means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- the biometric information of the person;
- the personal opinions, views or preferences of the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the views or opinions of another individual about the person; and
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

POPI means the Protection of Personal Information Act 4 of 2013;

Processing as defined in POPI means 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;

Responsible party as defined in POPI means 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; and

Supplier means and includes its affiliated, holding and subsidiary companies.

2. PROTECTION OF PERSONAL INFORMATION

2.1 The Supplier shall:-

- 2.1.1 comply with the provisions of POPI and all applicable legislation as amended or substituted from time to time;
- 2.1.2 treat all Personal Information strictly within the parameters of POPI;
- 2.1.3 process Personal Information only in accordance with the consent for which it was obtained, for the purpose agreed, any lawful and reasonable written instructions received from the Client/Responsible Party and as permitted by law;
- 2.1.4 process Personal Information in compliance with the requirements of POPI and all applicable laws;
- 2.1.5 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
- 2.1.6 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and

- 2.1.7 not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.
- 2.2 The Supplier shall take all reasonable measures to:
 - 2.2.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 2.2.2 establish and maintain appropriate security safeguards against the identified risks;
 - 2.2.3 regularly verify that the security safeguards are effectively implemented;
 - 2.2.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 2.2.5 provide immediate notification to the Client/Responsible Party if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Responsible Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
 - 2.2.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the Client/Responsible Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
 - 2.2.7 provide immediate notification to the Client/Responsible Party where the Supplier has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to; and
 - 2.2.8 provide the Client/Responsible Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law.

3. OBLIGATION OF CONFIDENTIALITY

- 3.1 The Supplier shall:
 - 3.1.1 use the Client's Confidential Information only to give effect to the purpose for which it was disclosed and as agreed upon;

3.1.2 maintain in strict confidence and not to publish or disclose to any unauthorised third parties any of the Client's Confidential Information without the prior written consent of the Client; and

3.1.3 exercise a high degree of care to safeguard the Client's Confidential Information.

4. OWNERSHIP AND PROVISION OF INFORMATION

The parties shall retain ownership of their Confidential Information.

5. DURATION

This agreement shall commence on the Effective Date and shall continue for a reasonable period unless otherwise agreed between the parties in writing.

6. BREACH

In the event that either party should breach the provisions of this agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the other Party shall be entitled to invoke all remedies available to it in law including application proceedings and/or an action for damages.

7. INDEMNITY

The Supplier/Operator hereby indemnifies and holds the Client/Responsible Party harmless from any liability whatsoever arising from the Supplier's/Operator's failure to comply with this Agreement and/or its statutory obligations contained in POPI.

8. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this agreement, the physical addresses and contact details set out below:

Client:

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Email:

Supplier:

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Email:

9. NOTICES

Any Notice to be given hereunder shall be given in writing and may be given either personally or may be sent by post or email and addressed to the relevant party at its *domicilium citandi et executandi* address. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after same is posted by recorded delivery post or air mail. Any notice delivered personally or sent by email shall be deemed to have been served at the time of delivery or sending.

10. GOVERNING LAW AND JURISDICTION

This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts.

11. GENERAL

11.1 This agreement comprises the entire agreement between the parties concerning the subject matter and supersedes all prior oral and written agreements between them.

11.2 No waiver, alteration or cancellation of any of the provisions of the Agreement shall be binding unless made in writing and signed.

11.3 The parties hereby warrant that the officials signing this agreement have the power to do so on behalf of the parties and are duly authorised.

12. SIGNATURES

Client Signature

SIGNED AT _____ ON THIS _____ DAY OF _____ 202____.

NAME

SIGNATURE

DESIGNATION

For and on behalf of the CLIENT, duly authorized.

Witness 1 Signature

Witness 2 Signature

Witness 1 Name

Witness 2 Name

Supplier Signature

SIGNED AT _____ ON THIS _____ DAY OF _____ 202____.

NAME

SIGNATURE

DESIGNATION

For and on behalf of the SUPPLIER, duly authorized.

Witness 1 Signature

Witness 2 Signature

Witness 1 Name

Witness 2 Name