



POPIA OPERATOR AGREEMENT	
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OPERATOR AGREEMENT

Between

GSA TRADERS (PTY) LTD

("GSA Traders")

And

("the Service Provider")

INTRODUCTION

- GSA Traders, acting as a Responsible Party as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA") may from time to time require the Service Provider to process Personal Information of a Data Subject, for which purposes the Service Provider will act as an Operator as defined in the POPIA.
- The Parties wish to record their agreement relating to the processing of such Personal Information by the Service Provider in accordance with the requirements of the POPIA.

1. PROCESSING OF PERSONAL INFORMATION

- 1.1. The Service Provider will only process GSA Trader's Personal Information in accordance with GSA Trader's express instructions and will not carry out any related or further processing of such Personal Information for any other reason whatsoever.
- 1.2. The Service Provider will only process Personal Information of a third-party Data Subject provided by GSA Traders in accordance with GSA Trader's express instructions and will not carry out any related or further processing of such Personal Information for any other reason whatsoever.
- 1.3. The Service Provider will not otherwise disclose or permit the disclosure of any Personal Information of GSA Traders or a third party Data Subject to any other third party and will treat all Personal Information disclosed as strictly confidential.

2. PROTECTION OF PERSONAL INFORMATION

3. The Service Provider warrants that it will secure the integrity and confidentiality of the Personal Information provided to it by GSA Traders by taking appropriate, reasonable technical and organisational measures to prevent:
 - 3.1. loss of, or damage to, or unauthorised destruction of the Personal Information; and;
 - 3.2. unlawful access to, or Processing of, the Personal Information.
4. In order to give effect to the above, the Service Provider will take reasonable measures to:
 - 4.1. identify all reasonable foreseeable internal and external risks to the GSA Traders Personal Information;
 - 4.2. establish and maintain appropriate safeguards against the risks identified;

- 4.3. regularly verify that the safeguards are effectively implemented, including conducting security assessments consistent with best industry practice; and
- 4.4. ensure that the safeguards are continually updated in respect of new risks or deficiencies in previously implemented safeguards and shall notify GSA Traders of the risks identified and the safeguards established and implemented from time to time.
- 4.5. The Service Provider undertakes to comply with:
 - 4.5.1. generally accepted information security practices and processes;
 - 4.5.2. best industry practices or, where applicable, professional rules and regulations; and
 - 4.5.3. GSA Trader's security practices and requirements as GSA Traders may notify the Service Provider in writing from time to time.

5. TRANSFER OF DATA

- 5.1. The Service Provider will not transfer Personal Information of any sort received from GSA Traders 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.

6. AUDIT & TERMINATION

- 6.1. GSA Traders may, by written notice to the Service Provider, require the Service Provider to submit its information processing facilities and activities for an audit, which will be carried out by GSA Traders or its duly appointed agent.
 - 6.1.1. On receipt of an audit request, the Service Provider undertakes to provide GSA Traders or its appointed agent 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.

- 6.2. GSA Traders may suspend the transfer of Personal Information to the Service Provider and terminate this agreement if the Service Provider breaches this agreement or otherwise processes GSA Traders or third party Personal Information in contravention of POPIA.
- 6.3. Termination under 6.2 above will not affect any other rights that GSA Traders may have against the Service Provider.

7. NOTIFICATION OF BREACH

- 7.1. The Service Provider must immediately notify GSA Traders 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").
- 7.2. The Service Provider must take all reasonable steps and provide all support necessary to enable GSA Traders to notify the Information Regulator and any Data Subject who may be affected by the Data Breach.

8. INDEMNITY

- 8.1. The Service Provider hereby indemnifies, defends and holds GSA Traders, its directors and employees harmless from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgements, settlements, damages, fines, penalties, awards, costs and expenses that may be sustained, suffered or secured against or incurred by GSA Traders arising out of or resulting from:
 - 8.1.1. the unlawful processing by the Service Provider of Personal Information;
 - 8.1.2. the Service Provider failing to establish and maintain adequate security measures; or
 - 8.1.3. A Data Breach in relation to the Personal Information processed by the Service Provider.

9. COMPLETION OF PROCESSING

- 9.1. On completion by the Service Provider of its obligations to process any Personal Information for GSA Traders, the Service Provider must cease processing such Personal Information and (subject to any applicable legislation which requires the Service Provider to retain such personal information), on request, either return the Personal Information to GSA Traders or destroy such Personal Information and provide GSA Traders with a Certificate of Destruction.

10. NOTICES

- 10.1. Any notice, pleading, process or other communication may be sent to the parties by courier or hand delivery or email to the following addresses:

- 10.1.1. GSA Traders at 4 Daytona Close, Killarney Gardens, Cape Town or by email to info@gsatraders.co.za

- 10.1.2. The Service Provider at _____

Email _____

11. GENERAL

- 11.1. This agreement will be interpreted according to South African law.
- 11.2. If any clause, term or provision contained in this agreement (or any part thereof) shall for any reason whatsoever be declared or become invalid, illegal or unenforceable (the “offending provision”) the other clauses, terms and provisions contained in this agreement shall remain in full force and effect as if this agreement had been executed without the offending provision therein.
- 11.3. The terms “Data Subject”, “Information Regulator” “Operator”, “Personal Information” and “Responsible Party” in this agreement must be given the definition contained in the POPIA.

- 11.4. This agreement may only be amended or any rights waived by written agreement signed by both Parties.
- 11.5. This agreement will continue to be of effect until specifically terminated or the contractual relationship between GSA Traders and the Service Provider is terminated.
- 12. Termination of this Agreement will not affect the provisions, which are intended to continue to have effect and apply after termination.
- 13. Any dispute relating to this agreement may be referred to arbitration under the rules of the Arbitration Foundation of Southern Africa.

Signed at _____ on this ____ day of _____ 20____.

For GSA Traders who warrants their authority to sign

As witness

Signed at _____ on this ____ day of _____ 20____.

For the Service Provider who warrants their authority to sign

As witness
