

OPERATOR AGREEMENT between AFGRI Group Holdings (Pty) Ltd (Hereinafter referred to as the "the AFGRI Group") and

(Hereinafter referred to as the "Operator")



1. INTRODUCTION

- 1.1 The Protection of Personal Information Act, 4 of 2013 (POPIA) is a data protection privacy law which as its main function and objective, regulates and controls the processing of Personal Information by a Responsible Party.
- 1.2 The Company, for the purposes of carrying out its business and related objectives, does and will from time to time, processes Personal Information belonging to a number of persons, including legal entities and individuals, who are referred to as Data Subjects under POPIA.
- 1.3 The AFGRI Group is obligated to comply with POPIA and the Data Protection conditions housed under POPIA with respect to the processing of all and any Personal Information pertaining to all and any Data Subjects.
- 1.4 In order for the AFGRI Group to pursue its mandate and its related operational and business interests, the AFGRI Group may from time to time ask third parties to process certain Personal Information on its behalf, which Personal Information it has obtained from its Data Subjects.
- 1.5 In terms of section 20 of POPIA, if the AFGRI Group discloses Personal Information which it has collected from Data Subjects to another for the purpose of processing or further processing such Personal Information on its behalf, (hereinafter referred to as "the Operator") then any such processing must be subject to a written agreement concluded between the AFGRI Group and the Operator, which contractually obliges the Operator to:
 - 1.5.1 comply with the provisions of POPIA and the POPIA processing conditions when processing such Personal Information on behalf of the AFGRI Group;
 - 1.5.2 only process the Personal Information received from the AFGRI Group in accordance with the mandate or written instruction received from the company;
 - 1.5.3 keep all the Personal Information held by the Operator on behalf of the AFGRI Group and/or belonging to the AFGRI Group's Data Subjects, confidential;



- 1.5.4 put measures in place in order to keep all such Personal Information held by the Operator, and processed on behalf of the AFGRI Group confidential, safe and secure from misuse, abuse and/or unauthorised use or access.
- 1.6 The AFGRI Group is desirous of providing the Operator with certain Personal Information which pertains to certain of its Data Subjects, which the AFGRI Group would like the Operator to process on its behalf, and the Operator has agreed to process the Personal Information on behalf of the Company, which processing will be subject to the terms and conditions set out under this Operator Agreement.

2. DEFINITIONS

- 2.1 The parties must take note of the following definitions, which will be used throughout this Operator Agreement, unless the context indicates a contrary meaning:
- 2.1.1 "Agreement" means an agreement or series of agreements entered into between the AFGRI Group and the Operator;
- 2.1.2 "Data Subject(s)" means the person(s) who own(s) the Personal Information which is to be processed by the Operator, on behalf of the AFGRI Group, in terms of the Agreement and the Operator Agreement;
- 2.1.3 "AFGRI Group" shall mean AFGRI Group Holdings (Pty) Ltd, situated at the AFGRI Building, 12 Byls Bridge Boulevard, Highveld X73, Centurion who has mandated the Operator to process certain Personal Information belonging to Data Subjects on its behalf, in accordance with the terms of this Operator Agreement;
- 2.1.4 "Operator" means (insert full details and address) who has been mandated by the AFGRI Group in terms of the Agreement and this Operator Agreement to processes Personal Information belonging to certain Data Subject (s) on its behalf;
- 2.1.5 "Operator Agreement" means this Operator Agreement;
- 2.1.6 "person" means an identifiable, living, natural person, or an identifiable, existing juristic person;
- 2.1.7 "Personal Information" means personal information relating to any identifiable, living, natural person, and an identifiable, existing juristic person, including, but not limited to:



- in the case of an individual:

- name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
- vehicle registration;
- o dietary preferences;
- financial history;
- o information about next of kin and or dependants;
- o information relating to education or employment history; and
- Special Personal Information including race, gender, pregnancy, national, ethnic or social origin, colour, physical or mental health, disability, criminal history, including offences committed or alleged to have been committed, membership of a trade union and biometric information, such as images, fingerprints and voiceprints, blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;

in the case of a juristic person:

- name, address, contact details, registration details, financials and related history,
 B-BBEE score card, registered address, description of operations, bank details,
 details about employees, business partners, customers, tax number, VAT
 number and other financial information.
- 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.
- 2.1.8 "process or processing" means any operation or activity or any set of operations, whether or not by automatic means, performed by the Operator concerning a Data Subject's Personal Information, including
 - (a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - (b) dissemination by means of transmission, distribution or making available in any other form; or



- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;
- 2.1.9 "record" means any recorded information—
 - (a) regardless of form or medium, including any of the following:
 - (i) writing on any material;
 - (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - (iv) book, map, plan, graph or drawing;
 - (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
 - (b) in the possession or under the control of a Responsible Party;
 - (c) whether or not it was created by a Responsible Party; and
 - (d) regardless of when it came into existence.

3. MANDATE TO PROCESS

The AFGRI Group hereby grants to the Operator a mandate to process certain Personal Information, which is identified under **Annexure** "A" attached hereto, on its behalf for the purpose and period set out under **Annexure** "A".

4. OBLIGATIONS OF THE OPERATOR



- 4.1 The Operator expressly warrants and undertakes that it will:
- 4.1.1 process the Personal Information strictly in accordance with its mandate set out under the Agreement and the Operator Agreement read together with "Annexure A" and any specific instructions provided to it by the AFGRI Group from time to time.
- 4.1.2 not use the Personal Information for any other purpose, save for the purpose set out under this Operator Agreement and "Annexure A", read together with the Agreement.
- 4.1.3 only disclose, transfer and/or hand over the Personal Information to those person(s) identified under item of **Annexure A**;
- 4.1.4 save for the provisions housed under clause 4.1.3, treat the Personal Information as confidential and not disclose the Personal Information to any other person unless required by law and only once it has provided the AFGRI Group with adequate warning of this requirement to disclose and the related details thereof, including the identity of the person who is to receive the Personal Information, the reason for the disclosure and confirmation that the person to whom the Personal Information is to be disclosed to, has signed the POPIA onwards transmission notice attached hereto marked **Annexure** "B";
- 4.1.5 has and will continue to have in place, appropriate technical and organizational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which in addition, provides a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected and which safeguards comply with the requirements set out under POPIA, which measures are in line with the requirements described under the AFGRI Group's security service level requirements, which are available upon request.
- 4.1.6 notify the AFGRI Group immediately where it has reasonable grounds to believe that the Personal Information, which has been provided to it, including any Personal Information which it has processed, has been lost, destroyed, or accessed or acquired by any unauthorised person;
- 4.1.7 process the Personal Information strictly in accordance with POPIA and the POPIA processing conditions; and where it is approached by a Data Subject who is desirous of exercising its rights under POPIA, refer the Data Subject directly onwards to the AFGRI Group's Information Officer, which in its capacity as the Responsible Party will attend to the query or request, as the case may be;



- 4.1.8 not use the Personal Information for any direct marketing or advertising, research or statistical purposes, unless expressly authorised to do as described under **Annexure** "A", read together with the Agreement, and when conducting such activity ensure that this is done strictly in compliance with the requirements of POPIA and its regulations especially those applicable to direct marketing detailed under section 69;
- 4.1.9 not treat the Personal Information as its own, it expressly acknowledging that it has been tasked with processing the Personal Information in its capacity as the AFGRI Group's Operator and agent, and that ownership of all the records housing the Personal Information and any records comprising such Personal Information pertaining to the Data Subject, will always remain with the AFGRI Group;
- 4.1.10 not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information;
- 4.1.11 where it is allowed to transfer the Personal Information onwards as per **Annexure** "**A**" to any third party, known as a sub operator, for the purposes of performing its mandate, ensure that such party concludes a "sub operator agreement" with it and the AFGRI Group, which compels the third party receiving the Personal Information to respect and maintain the confidentiality and security of the Personal Information, which sub operator agreement will house the same terms and conditions as contained in this Operator Agreement, and which shall be concluded before the Personal Information is transferred to the sub operator. The template for the Sub-Operator Agreement is annexed hereto for this purpose and is marked as Annexure "C"
- 4.1.12 ensure that any person acting under the authority of the Operator, including any employee or sub operator, shall be obligated to process the Personal Information only on instructions from the Operator and strictly in accordance with this Operator Agreement, read together with the Agreement and in particular the Sub--Operator Agreement, where applicable.
- 4.2 The Operator warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out in this Operator Agreement.
- 4.3 The AFGRI Group, in order to ascertain compliance with the warranties and undertakings housed under this Operator Agreement, will have the right on reasonable notice and during regular business hours, to view and/or audit, either by itself or through an independent agent, the Operator's facilities, files, and any other data processing documentation needed for the required review, audit and/or independent or impartial inspection and the Operator undertakes to provide all necessary assistance which may be needed to give effect to this right.



5. LIABILITY OF THE OPERATOR AND THIRD-PARTY RIGHTS

- 5.1 In the event of the Operator, the sub operator or their respective employees or agents breaching any of the warranties and undertakings housed under this Agreement, or the sub-operator agreement, where applicable, or failing to comply with any of the provisions of POPIA and/or the 8 POPIA Personal Information conditions, then in such an event, the Operator shall be liable for all and any damages it or the sub operator may have caused in consequence of said breach or non-compliance, including patrimonial, non-patrimonial and punitive damages suffered by the AFGRI Group and/or the Data Subject(s) and the Operator indemnifies and holds the AFGRI Group including its directors, employees and Data Subjects harmless against any such loss, damage, action or claim which may be brought by whomsoever against the AFGRI Group or any of its directors , employees, or Data Subjects, or against any of the AFGRI Group's affiliated companies, or their directors or employees, and agrees to pay all and any such amounts on demand.
- 5.3 At the request of the AFGRI Group, the Operator will provide the AFGRI Group with evidence of financial resources sufficient to fulfil its responsibilities set out under the Agreement, and this Operator Agreement, which may include insurance coverage.

6. APPLICABLE LAW

The laws of South Africa shall apply to this Operator Agreement, regardless of where the Personal Information is, will be, or was actually processed.

7. TERMINATION

- 7.1 In the event of:
 - 7.1.1 the Agreement being terminated for whatsoever reason;
 - 7.1.2 the transfer of Personal Information to the Operator being temporarily suspended by the AFGRI Group for longer than one month, for whatever reason;
 - 7.1.3 the Operator being in breach of its obligations under the Agreement or this Operator Agreement or has failed to comply with POPIA or the 8 POPIA Personal Information conditions, and has failed when called upon to do so by the AFGRI Group to rectify the breach or area of non-compliance;
 - 7.1.4 the Operator being in substantial or persistent breach of any warranties or undertakings given by it under the Agreement or this Operator Agreement,



notwithstanding that the AFGRI Group has not given the Operator notice of such breach;

- 7.1.5 the sub-operator being in breach of the sub-operator agreement;
- 7.1.5 an application is filed for the placing of the Operator under business rescue, under administration, or winding up whether interim or final, which application is not dismissed within the applicable period for such dismissal under applicable law; or any equivalent event in any jurisdiction occurs,

then the AFGRI Group without prejudice to any other rights, which it may have against the Operator, shall be entitled to terminate where applicable, the Agreement and/ or this Operator Agreement as well as where applicable, the sub operator agreement.

- 7.2 The Parties agree that the termination of the Agreement and / or this Operator Agreement at any time, and/or the sub operator agreement, where applicable, in any circumstances and for whatever reason, does not exempt them from the rights and obligations set out under this Operator Agreement with regards to the processing of the Personal Information detailed under **Annexure** "A" read together with the obligations under POPIA.
- 7.3 In the event of the Agreement and/or this Operator Agreement being terminated whenever, and for whatsoever reason, the Operator undertakes to:
- 7.3.1 restore and/or transfer back to the AFGRI Group all and any Personal Information which has been provided to the Operator for processing, including that held by the sub operator, whether same has been processed or not, and/or which has been processed, together with any related documentation and/or information, all of which documentation must without exception, be returned to the AFGRI Group within a period of 30 (thirty) days from date of service of the termination notice.
- 7.3.2 to confirm in writing simultaneously when the transfer under clause 7.3.1 takes place, that all such Personal Information will be kept confidential as per the provisions of clause 4.1 and that it will not under any circumstances use the aforementioned information for whatsoever reason.
- 7.4 Notwithstanding termination of the Agreement and/or this Operator Agreement and for whatsoever reason, clauses 4, 5, 6 and 7.2 will survive any such termination.

8. GENERAL



8.1 Variation

The parties may not modify the provisions of this Operator Agreement including the information in **Annexure "A"**, "**B" or "C"** unless such variation is reduced to writing and signed by the Parties.

8.2 Operator Agreement forms part of the Agreement.

This Operator Agreement, save where the contrary is stated, will be subject to and governed by the terms set out under the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and this Operator Agreement, the terms and conditions in so far as the processing of the Personal Information is concerned, as set out under this Operator Agreement will take precedence and govern its interpretation, application and construction.

8.3 Notices

All notices to be provided in terms of the Operator Agreement must be sent to the AFGRI Group's Legal Advisor or Information Officer at: informationofficer@afgri.co.za

Alternatively, you can contact us at the following postal address or telephone numbers:

Information Officer:

Name: Pieter Badenhorst

Address:

AFGRI Building

12 Byls Bridge Boulevard

Highveld X73, Centurion

Tel: 011 0632954

Deputy Information Officers

Name: Willena Smith

Address:

AFGRI Building

12 Byls Bridge Boulevard

Highveld X73, Centurion

Tel: 011 063 2006



	Name: Rika Myburg		
	Address:		
	AFGRI Building		
	12 Byls Bridge Boulevard		
	Highveld X73, Centurion		
	Tel: 011 063 2006		
FOR		FOR	
ANNE	XURE A		
MANI	DATE TO PROCESS		
DESC	CRIPTION OF PERSONAL D	OATA PROCESSING CARRIED OUT BY THE OPER	ATOR
1.	Purposes, description and	nature of the Processing	
1.1	The Operator has been mand	dated by the AFGRI Group to process the following cate	eaories
		nging to on its behalf:	J
Com	mon / General Information		
PER	SONAL DETAIL	MANNER AND FORM AND RECORD DETAILS	



į	
□ Name□ Identity number	
☐ Age	
Date of birth	
Language Physical and postal address E-mail address Telephone number Location information Other identifiers Gender Marital status Vehicle registration number	
Race and gender	
☐ Gender ☐ Race	
☐ Colour☐ Ethnic origin☐ National origin	
🗀 Ethnic origin	



Sexual orientation	
☐ Sex ☐ Sexual orientation	
Deviant behaviour and Crimina	I history
Criminal history	
Education	
☐ Education history	
☐ Employment history	
☐ Psychometrics	
Physical and medical I	



 ☐ Medical history ☐ Physical health well-being ☐ Pregnancy ☐ Disability ☐ Mental health well-being ☐ Psychometrics BIOMETRICS ☐ Blood type ☐ Fingerprinting ☐ DNA analysis ☐ Retinal scanning ☐ Voice recognition ☐ Alco/blood concentration 		
Personal opinions		
Personal opinions, views or preferences of the Data Subject		
Views or opinions of another individual about the Data Subject		
Views or opinions of another individual about the Data Subject		
,		
Security Access Control		
Biometrics		
Photographs and CCTV		



Photographs and CCTV footage if an individual can be identified by the footage	
Biometrics	
☐ Blood type☐ Fingerprinting☐ Alco/blood concentration	
☐ Fingerprinting	

1.2 The Operator will process the above-mentioned categories of Personal Information for the following purposes:

INSERT PURPOSE

1.3 The abovementioned Personal Information may only be disclosed to the following recipients or categories of recipients:

INSERT RECIPIENTS

2. Duration of the Processing of Personal Data

The processing will be performed in line with the term / period of the Agreement, unless the Agreement is terminated earlier and, in such case, up to date of termination of the Agreement and/or the Operator Agreement. The period ends once the operator confirmed that the data has been deleted on their platforms.



3. Location of Personal Data Processing

The Operator will process the Personal Information belonging to the Data Subjects as per agreement per operator.

Other Operators or Data Processors to Be Used

Name of Sub-Processor(s)	Localization	Type of Processing
No other sub processors will be contracted to process the employee's information.		

[Add detail of any known Operators, Sub-Processors (including other The Operator's companies) who will Process the Personal Data or Information.

Include a description of what each Sub-Processor will do with the data (e.g. host, provide support, etc.)]

*Any modification in the sub processor listing shall be agreed in writing between the Parties.

5. Maximum Duration of Personal Data Retention and Deletion Rules

On termination of the Agreement and/or the Operator Agreement, the Personal Information will be returned to The AFGRI Group within a period of 30 days and ends once the operator confirmed that the data has been deleted on their platform(s).



ANNEXURE B

ONWARDS TRANSMISSION NOTE

We, (insert Operator's name), an Operator acting on behalf of the AFGRI Group, have agreed to provide you with the following information, which we have been asked to process by The AFGRI Group on their behalf in our capacity as an Operator, as defined under POPIA:

ALL DATA, INCLUDING DATA THAT IS REGARDED AS PERSONAL INFORMATION

CONDITIONS AND TERMS OF USE AND CONSENT TO COMPLY

We hereby advise that we are providing you with the above-mentioned information on the terms detailed below, and by accepting and receiving the **PERSONAL INFORMATION** you undertake to comply with and abide by these terms:

- You will keep the Personal Information private and confidential;
- You may only use the Personal Information for the purpose described above and for no other purpose;
- You will safeguard the Personal Information;
- you will in particular, ensure that the Personal Information is kept safe and secure from unlawful or unauthorised access, and you will ensure that the integrity of the information is not compromised or altered in any manner;
- When using the information you will comply with the processing conditions and provisions set out under a law known as the Protection of Personal Information Act, 4 of 2013, (POPIA), and you agree to indemnify the AFGRI Group, its employees, directors, and Data Subjects, against all and any damages which may be incurred by them as a result of your non-compliance with the above undertakings, which damages will include patrimonial, non-patrimonial and aggravated damages, together with legal costs on an attorney and own client, and which amounts will be payable on demand.

Furthermore, you acknowledge that the AFGRI Group or its Data Subjects may institute legal action against you under the provisions housed under POPIA or in terms of the Operator Agreement and/or Agreement should you breach the abovementioned terms.



1. Signed

Operator

2. Signed

Recipient

3. Signed

AFGRI Group as Responsible Party

And on behalf of



ANNEXURE "C"

SUB-OPERATOR AGREEMENT

between
AFGRI GROUP HOLDINGS (PTY) LTD (Registration number: 2016/423375/07)
(Hereinafter referred to as "Afgri Group")
And
(Registration number:)
(Hereinafter referred to as the "Operator")
and
(Registration number:)

(Hereinafter referred to as the "Sub-Operator")



1. INTRODUCTION

- 1.1 In terms of section 20 of POPIA, where a Responsible Party asks other parties (hereinafter referred to as "an Operator") to process Personal Information or further process Personal Information belonging to its Data Subjects on its behalf, whether in South Africa or outside South Africa, then any such processing must be subject to a written agreement concluded between the parties which contractually obliges the Operator to:
 - 1.1.1 comply with the provisions of POPIA and the POPIA processing conditions when processing such Personal Information on behalf of Afgri Group;
 - 1.1.2 only process the Personal Information in accordance with the mandate or written instruction received from the Responsible Party and/or in accordance with the provisions set out under Annexure "A", "B" and "C";
 - 1.1.3 keep all the Personal Information on behalf of the Responsible Party and/or belonging to the Responsible Party's Data Subjects, confidential;
 - 1.1.4 put measures in place in order to keep all such Personal Information held by the Operator, and processed on behalf of the Responsible Party, confidential, safe and secure from misuse, abuse and/or unauthorised use or access.
- 1.2 Furthermore, where any Operator is desirous of appointing a sub-Operator to process any Personal Information which belongs to the Responsible Party's Data Subjects on its behalf, any such processing must be subject to a written agreement concluded between the Responsible Party, the Operator and the sub-Operator which contractually obliges the sub-Operator to comply with the requirements set out under clause 1.1.1 1.1.4 above.
- 1.3 The Operator is desirous of providing the sub-Operator with certain Personal Information which pertains to certain of Afgri Group's Data Subjects, for processing on its behalf, and Afgri Group has agreed that this may take place subject to the terms and conditions set out under this sub-Operator Agreement.

2. **DEFINITIONS**

- 2.1 The parties must take note of the following definitions, which will be used throughout this sub-Operator Agreement, unless the context indicates a contrary meaning:
 - 2.1.1 "Data Subject(s)" means the person(s) who own(s) the Personal Information which is to be processed by the sub-Operator on behalf of Operator in terms of this sub-Operator Agreement;
 - 2.1.2 "Afgri Group" shall mean Afgri Group Holdings (Pty) Ltd (Registration number: 2016/423375/07) together with our subsidiaries and trading partners as listed under Schedule 1: Afgri Group: Subsidiaries and Affiliates ("us").who has



mandated the Operator to process certain Personal Information belonging to Data Subjects on its behalf, in accordance with the terms of an Operator Agreement and who has in turn agreed that the Operator may sub-contract certain of its processing duties and obligations to the sub-Operator;

- 2.1.3 "Operator" means insert full details and address.... who has been mandated by Afgri Group in terms of the Operator Agreement to processes Personal Information belonging to certain Data Subject(s) on its behalf;
- 2.1.4 "Operator Agreement" means the Operator Agreement concluded between Afgri Group and the Operator;
- 2.1.5 **"person"** means an identifiable, living, natural person, or an identifiable, existing juristic person;
- 2.1.6 **"Personal Information"** means personal information relating to any identifiable, living, natural person, and an identifiable, existing juristic person, including, but not limited to:

in the case of an individual:

- o name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
- vehicle registration;
- dietary preferences;
- o financial history;
- o information about next of kin and/or dependants;
- o information relating to education or employment history; and
- Special Personal Information including race, gender, pregnancy, national, ethnic or social origin, colour, physical or mental health, disability, criminal history, including offences committed or alleged to have been committed, membership of a trade union and biometric information, such as images, fingerprints and voiceprints, blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;

• in the case of a juristic person:

- name, address, contact details, registration details, financials and related history, B-BBEE score card, registered address, description of operations, bank details, details about employees, business partners, customers, tax number, VAT number and other financial information; and
- 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.
- 2.1.7 **"process or processing"** means any operation or activity or any set of operations, whether or not by automatic means, performed by the sub-Operator concerning a Data Subject's Personal Information, including:
 - (a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - (b) dissemination by means of transmission, distribution or making available in any other form; or
 - (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;
- 2.1.8 **"record"** means any recorded information:
 - (a) regardless of form or medium, including any of the following:
 - (i) writing on any material;
 - (ii) information produced, recorded or stored by means of any taperecorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - (iv) book, map, plan, graph or drawing;



- (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
- (b) in the possession or under the control of a Responsible Party;
- (c) whether or not it was created by a Responsible Party; and
- (d) regardless of when it came into existence.
- 2.1.9 "**sub-Operator**" means insert full details and address...., who has been appointed by the Operator, on approval by Afgri Group, to process certain Personal Information on its behalf in terms of this sub-Operator Agreement;
- 2.1.10 "sub-Operator Agreement" means this sub-Operator Agreement.

3. MANDATE TO PROCESS

The Operator hereby grants to the sub-Operator a mandate to process certain Personal Information, which mandate is set out under **Annexure "AA"** attached hereto, on its behalf for the purpose and period set out under **Annexure "AA"** and Afgri Group agrees that this sub-processing may take place on the terms set out under this sub-Operating Agreement.

4. OBLIGATIONS OF THE SUB-OPERATOR

- 4.1 The sub-Operator expressly warrants and undertakes that it will:
 - 4.1.1 process the Personal Information strictly in accordance with its mandate set out under the sub-Operator Agreement read together with **Annexures "AA" and**"BB" and any specific instructions provided to it by Afgri Group or the Operator from time to time;
 - 4.1.2 not use the Personal Information for any other purpose, save for the purpose set out under this sub-Operator Agreement and <u>"Annexure AA"</u>;
 - 4.1.3 only disclose, transfer and/or hand over the Personal Information to those person(s) identified under item of **Annexure AA**;
 - 4.1.4 save for the provisions housed under clause 4.1.3, treat the Personal Information as confidential and not disclose the Personal Information to any other person unless required by law and only once it has provided Afgri Group



with adequate warning of this requirement to disclose and the related details thereof, including the identity of the person who is to receive the Personal Information, the reason for the disclosure and confirmation that the person to whom the Personal Information is to be disclosed to, has signed the POPIA onwards transmission / receipt notice attached hereto marked **Annexure** "BB":

- 4.1.5 has, and will continue to have in place, appropriate technical and organizational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and which, in addition, provides a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected and which safeguards comply with the requirements set out under POPIA, which measures are in line with the requirements described under the attached Afgri Group Security Service Level Requirements, marked Annexure "CC":
- 4.1.6 notify the Operator and Afgri Group immediately where it has reasonable grounds to believe that the Personal Information which has been provided to it, including any Personal Information which it has processed, has been lost, destroyed, or accessed or acquired by any unauthorised person;
- 4.1.7 process the Personal Information strictly in accordance with POPIA and the POPIA processing conditions;
- 4.1.8 not use the Personal Information for any direct marketing or advertising, research or statistical purposes, unless expressly authorised to do as described under **Annexure "AA"**, read together with the Agreement, and when conducting such activity ensure that this is done strictly in compliance with the requirements of POPIA and its regulations especially those applicable to direct marketing detailed under section 69;
- 4.1.9 not treat the Personal Information as its own, it expressly acknowledging that it has been tasked with processing the Personal Information in its capacity as Afgri Group's Operator and agent, and that ownership of all the records housing the Personal Information and any records comprising such Personal Information pertaining to the Data Subject, will always remain with Afgri Group;
- 4.1.10 not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information;
- 4.1.11 where it is allowed to transfer the Personal Information onwards as per Annexure "AA" to any third party, known as a sub-Operator, for the purposes of performing its mandate, ensure that such party concludes a "sub-Operator agreement" with it and Afgri Group which compels the third party receiving the Personal Information to respect and maintain the confidentiality and security of the Personal Information and which sub-Operator agreement will house the



same terms and conditions as contained in this sub-Operator Agreement, and which shall be concluded before the Personal Information is transferred to the sub-Operator.

- 4.1.12 ensure that any person acting under the authority of the sub-Operator, including any employee or sub-operator, shall be obligated to process the Personal Information only on instructions from the sub-Operator and strictly in accordance with this sub-Operator Agreement.
- 4.2 The sub-Operator warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out in this sub-Operator Agreement.
- 4.3 Afgri Group will, in order to ascertain compliance with the warranties and undertakings housed under this sub-Operator Agreement, have the right on reasonable notice and during regular business hours, to view and/or audit, either by itself or through an independent agent, the sub-Operator's (and where applicable any sub-Operator's) facilities, files, and any other data processing documentation needed for the required review, audit and/or independent or impartial inspection and the sub-Operator undertakes to provide all necessary assistance which may be needed to give effect to this right.

5. LIABILITY OF THE OPERATOR AND THIRD-PARTY RIGHTS

- In the event of the sub-Operator, the Operator or their respective employees or agents breaching any of the warranties and undertakings housed under this sub-Operator agreement, or failing to comply with any of the provisions of POPIA and/or the POPIA Personal Information conditions or principles, then in such an event, the sub-Operator shall be liable for all and any damages it may have caused in consequence of said breach or non-compliance, including patrimonial, non-patrimonial and punitive damages suffered by Afgri Group and/or any of its Data Subject(s) and the sub-Operator indemnifies and holds Afgri Group, including its directors, employees or its affiliated companies, or their directors or employees and its Data Subjects harmless against any such loss, damage, action or claim which may be brought by whomsoever against Afgri Group or any of its directors, employees, or its Data Subjects, or against any of its affiliated companies, or their directors or employees, and Data Subjects and agrees to pay all and any such amounts on demand.
- 5.2 At the request of Afgri Group, or the Operator, the sub-Operator will provide Afgri Group or the Operator with evidence of financial resources sufficient to fulfil its responsibilities set out under the sub-Operator Agreement, and in particular to cover any of its liabilities set out under clause 5.1 above, which may include insurance coverage.

6. APPLICABLE LAW

The laws of South Africa shall apply to this sub-Operator Agreement, regardless of where the Personal Information is, will be, or was actually processed.



7. TERMINATION

- 7.1 In the event of:
 - 7.1.1 the sub-Operator Agreement being terminated for whatsoever reason;
 - 7.1.2 the Operator Agreement being terminated for whatsoever reason;
 - 7.1.3 the transfer of Personal Information to the Operator being temporarily suspended by Afgri Group for longer than one month, for whatever reason;
 - 7.1.4 the sub-Operator being in breach of its obligations under the sub-Operator Agreement or has failed to comply with POPIA or the Information Processing Principles, and has failed when called upon to do so by Afgri Group or the Operator to rectify the breach or area of non-compliance;
 - 7.1.5 the sub-Operator being in substantial or persistent breach of any warranties or undertakings given by it under the sub-Operator Agreement, notwithstanding that Afgri Group or the Operator has not given the sub-Operator notice of such breach:
 - 7.1.6 an application is filed for the placing of the Operator or sub-Operator under business rescue, under administration, or winding up whether interim or final, which application is not dismissed within the applicable period for such dismissal under applicable law; or any equivalent event in any jurisdiction occurs,

then Afgri Group or the Operator, without prejudice to any other rights, which it may have against the sub-Operator, shall be entitled to terminate, where applicable the sub-Operator Agreement, as well as, where applicable, any other sub-Operator agreement.

- 7.2 The Parties agree that the termination of the sub-Operator Agreement at any time, in any circumstances and for whatever reason, does not exempt them from the rights and obligations set out under this sub-Operator Agreement with regards to the processing of the Personal Information detailed under Annexures "AA", "BB" and "CC", read together with the obligations under POPIA.
- 7.3 In the event of the sub-Operator Agreement being terminated whenever, and for whatsoever reason, the sub-Operator undertakes to:
 - 7.3.1 restore and/or transfer back to Afgri Group all and any Personal Information which has been provided to the sub-Operator for processing, including that held by any sub-Operators, whether same has been processed or not, and/or which has been processed, together with any related documentation and/or information, all of which documentation must without exception, be returned to



Afgri Group within a period of 30 (thirty) days from date of service of the termination notice.

- 7.3.2 to confirm in writing simultaneously when the transfer under clause 7.3.1 takes place, that all such Personal Information will be kept confidential as per the provisions of clause 4.1 and that it will not under any circumstances use the aforementioned information for whatsoever reason.
- 7.4 Notwithstanding termination of the Sub-Operator Agreement and for whatsoever reason, the clauses 4, 5, 6 and 7.2 will survive any such termination.

8. GENERAL

8.1 The parties may not modify the provisions of this sub-Operator Agreement, including the information in <u>Annexures "AA", "BB" or "CC"</u>, unless such variation is reduced to writing and signed by the Parties.

8.2 **Notices**

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All notices to be provided in terms of the sub-Operator Agreement must be sent to the Afgri Group Information Officer under Schedule 1: Afgri Group: Subsidiaries and Affiliates.

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ANNEXURE "AA"

Mandate and Details of Processing

ANNEXURE "BB"

Onwards transmission / receipt notice

ANNEXURE "CC"

Technical and organizational measures for contract data processing implemented by the contractor

SCHEDULE 1: AFGRI GROUP: SUBSIDIARIES AND AFFILIATES



MANDATE TO PROCESS

DETAILS OF PROCESSING

Subject-matter of the assignment is:
Manner and purpose of the data processing is:

3. Categories of Data Subjects:

Clients	Former employees
o Visitors	o Apprentices / interns
o Event participants	o Employees relatives
o Service users	o Consultants
o Communication participants	o Sales representatives
o Subscribers	o Shareholders / bodies
o Interested parties	o Contact persons for business



o Supplier and/or Service Provider (individual contacts at these vendors)	o Suppliers and service providers
o Employees	o Business partners
o Applicants	o Other please specify:

4. Type of Personal Information

General data/ private contact details

- o Names Personal profiles
- o Image
- o Private address data
- o Date of birth
- o ID card data (e.g. Passport, Social Security, Driving License)
- o Other please specify:

Contract data

- o Settlement and payment data
- o Bank details/ credit card data
- o Financial Standing/ Creditworthiness
- o Contract histories
- o Other please specify:

Professional data

- o Personal Details
- o Position and Employment Details
- o Performance Management
- o Qualification and Education Details
- o Salary or Social Security Data
- o Absence from Work
- o Other please specify:

Service and IT usage data



- o Device identifiers
- o Usage and connection data
- o Image / video data
- o Telecommunication data/ message content
- o Audio / voice data
- o Identification data
- o Access data
- o Authorization
- o Meta data
- o Other please specify:

Special categories of Personal Information

- o Race or Ethnic Origin o Religious or Philosophical Beliefs
- o Physical or Mental Health o Political Opinions
- o Biometric Data o Genetic Data
- o Trade Union Membership o Sexual Life
- o Criminal Offences, Convictions or Judgments
- o Other please specify:





ONWARDS TRANSMISSION NOTE

We,
1. DETAILS OF THE DATA SUBJECT AND OWNER OF THE PERSONAL INFORMATION
2. DETAILS OF THE PERSONAL INFORMATION
3. REASON OR PURPOSE WHY YOU NEED TO PROCESS THE PERSONAL INFORMATION
We have obtained permission from the AFGRI Group and the Data Subject, as indicated below, to provide you with the abovementioned information, which is provided to you on the terms detailed below.

By accepting and receiving the Personal Information you undertake to comply with and abide by these terms:



4. CONDITIONS AND TERMS OF USE AND IMPLIED CONSENT TO COMPLY

- You will keep the Personal Information private and confidential;
- You may only use the Personal Information for the purpose described above and for no other purpose;
- You will safeguard the Personal Information;
- You will in particular ensure that the Personal Information is kept safe and secure from unlawful or unauthorised access, and you will ensure that the integrity of the information is not compromised or altered in any manner;
- When using the information you will comply with the processing conditions and provisions set out under a law known as the Protection of Personal Information Act, 4 of 2013, (POPIA);
- You agree to indemnify the Data Subject, the AFGRI Group and its employees and directors, against all and any damages which may be incurred by them as a result of your non-compliance with the above undertakings.

Furthermore, you acknowledge that the AFGRI Group and/or the Data Subject may institute legal action against you under the provisions housed under POPIA should you breach the abovementioned terms.

Signed by The AFGRI Group: OPERATOR AND SUB-OPERATOR

1. Signed by The Ar and Gloup, of Enaron AND GOD of Enaron
Date
Date
Date
2. Signed by Data Subject
I , the abovementioned data subject agree to the above onwards transmission of my Personal Information.
Date



3.	Signed by Recipient
Da	te



TECHNICAL AND ORGANIZATIONAL MEASURES FOR DATA PROCESSING TO BE IMPLEMENTED BY THE OPERATOR

1. Physical Access Control

Safeguarding admission / access to processing systems with which processing is carried out against unauthorized parties (e.g. through physical property protection: fence, gatekeeper, personnel barrier, turnstile, door with card reader, camera surveillance, organizational property security, regulation on access authorizations, access registration).

The following technical and organizational measures have been implemented by the sub-Operator for the processing of Personal Information described in this sub-Operator Agreement.

Alarm system
Automatic access control system
Locking system with code lock
Biometric access barriers
Light barriers/motion sensors
Manual locking system including key regulation (key book, key issue)
Visitor logging
Careful selection of security staff
Chip cards/transponder locking systems
Video monitoring of access doors
Safety locks
Personnel screening by gatekeeper / reception
Careful selection of cleaning staff
Obligation to wear employee / guest ID cards
Miscellaneous:

2. Data Access Control/User Control

Prevention of third parties using automatic processing systems with equipment for data transmission (authentication with user and password).



Authentication with user name/password (passwords assigned based on the valid password regulations)
Usage of intrusion detection systems
Usage of anti-virus software
Usage of a software firewall
Creation of user profiles
Assignment of user profiles to IT systems
Usage of VPN technology
Encryption of mobile data storage media
Encryption of data storage media in laptops
Usage of central smartphone administration software (e.g. for the external erasure of data)
Miscellaneous:



3. Data Usage Control/Data Storage Media Control/Memory Control

Prevention of unauthorized reading, copying, changing or erasure of data storage media (data storage media control), Prevention of unauthorized entry of Personal Information and unauthorized access to it, changing and deleting saved Personal Information (memory control).

Ensuring that the parties authorized to use an automated processing system only have access to the Personal Information appropriate for their access authorization (e.g. through authorization concepts, passwords, regulations for leaving the company and for moving employees to other departments.) (data usage control).

Roles and authorizations based on a "need to know principle"
Number of administrators reduced to only the "essentials"
Logging of access to applications, in particular the entry, change and erasure of data
Physical erasure of data storage media before reuse
Use of shredders or service providers
Administration of rights by defined system administrators
Password guidelines, incl. password length and changing passwords
Secure storage of data storage media
Proper destruction of data storage media
Logging of destruction
Miscellaneous:



4. Transfer Control / Transportation Control

Ensuring that the confidentiality and integrity of data is protected during the transfer of Personal Information and the transportation of data storage media (e.g. through powerful encryption of data transmissions, closed envelopes used in mailings, encrypted saving on data storage media).

Establishment of dedicated lines or VPN tunnels	
Encrypted data transmission on the Internet (such as HTTPS, SFTP, etc.)	
E-mail encryption	
Documentation of the recipients of data and time frames of planned transmission or agreed erasure deadlines	
In case of physical transportation: careful selection of transportation personnel and vehicles	
Transmission of data in an anonymized or pseudonymized form	
In case of physical transportation: secure containers/packaging	
Miscellaneous:	



5. Entry Control / Transmission Control

Ensuring that it is possible to subsequently review and establish which Personal Information has been entered or changed at what time and by whom in automated processing systems, for instance through logging (entry control).

Depending on the system, ensuring that it is possible to review and determine to which offices/locations Personal Information has been transmitted or provided using equipment for data transmission, or to which offices/locations it could be transmitted (transmission control).

Logging of the entry, change and erasure of data
Traceability of the entry, change and erasure of data through unique user names (not user groups)
Assignment of rights for the entry, change and erasure of data based on an authorization concept
Creating an overview showing which data can be entered, changed and deleted with which applications
Maintaining forms from which data is taken over in automated processing
Miscellaneous:



6. Availability Control / Restoration / Reliability / Data Integrity

Ensuring that systems used can be restored in case of a disruption (restorability).

Ensuring that all system functions are available and that any malfunctions are reported (reliability).

Ensuring that saved Personal Information cannot be damaged through system malfunctions (data integrity).

Ensuring that Personal Information is protected from accidental destruction or loss (availability control), e.g. by implementing appropriate back-up and disaster recovery concepts.

Uninterruptible Power Supply (UPS)
Devices for monitoring temperature and moisture in server rooms
Fire and smoke detector systems
Alarms for unauthorized access to server rooms
Tests of data restorability
Storing data back-ups in a separate and secure location
In flood areas the server is located above the possible flood level
Air conditioning units in server rooms
Protected outlet strips in server rooms
Fire extinguishers in server rooms
Creating a back-up and recovery concept
Creating an emergency plan
Miscellaneous:



7. Separation Control/Separability

Ensuring that data processed for different purposes can be processed separately (for instance through logical separation of customer data, specialized access controls (authorization concept), separating testing and production data).

The following technical and organizational measures have been implemented by the sub-Operator for the processing of Personal Information described in this sub-Operator Agreement:

Physically separated storing on separate systems or data storage media	
Including purpose attributions/data fields in data sets	
Establishing database rights	
Logical Client separation (software-based)	
For pseudonymized data: separation of mapping file and storage on a separate, secured IT system	
Separation of production and testing systems	
Miscellaneous:	

8. List of Sub-Operators

If sub-processors are hired (for instance for hosting, providing computing center space, operating software used to process Personal Information, etc.) for the processing of Personal Information the implementation of technical and organizational measures by the respective sub-Operator must be regulated through appropriate contract data processing agreements.

The following sub Operators have been hired:

Name:
Name:
Name:
Name:
Name:

Please attach sub-Operator Agreements



SCHEDULE 1:AFGRI GROUP: SUBSIDIARIES AND AFFILIATES

No	Company		
1	AFGRI Proprietary Limited		
2	AFGRI Agri Services Proprietary Limited		
3	AFGRI Grain Silo Company Proprietary Limited		
4	AFGRI Group Holdings Proprietary Limited		
5	AFGRI Holdings Proprietary Limited		
6	AFGRI International Proprietary Limited		
7	Afrique Pet Food Proprietary Limited		
8	Collateral Management International Proprietary Limited		
9	GroCapital Advisory Services Proprietary Limited		
10	GroCapital Financial Services Proprietary Limited		
11	GroCapital Broking Services Proprietary Limited		
12	Harvest Time Investments Proprietary Limited		
13	Lemang Agricultural Services Proprietary Limited		
14	Philafrica Foods Proprietary Limited		
15	Southern Proteins Proprietary Limited		
16	UNIGRO Financial Services Proprietary Limited		
17	UNIGRO Investment Holdings Proprietary Limited		
18	UNIGRO Insurance Brokers Proprietary Limited		
19	UNIGRO Administrators Proprietary Limited		



CONTACT US

Information Officer	Deputy Information Officer	Deputy Information Officer
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