

	<p><b>INFORMATION SECURITY AND DATA PROTECTION POLICY (POPI ACT) - EXTERNAL</b></p>
<p>THE PARTIES</p>	<p>ENTERED INTO BY AND BETWEEN:</p> <p><b>SAVINO DEL BENE (SOUTH AFRICA) (PTY) LTD</b>  <b>(REGISTRATION NUMBER 1996/006178/07)</b></p> <p>(THE "SAVINO")</p> <p>and</p> <p><b>THIRD PARTY / YOURSELF</b>  (THAT "CLIENT")</p>
<p>NOTICE</p>	<p>© Copyright subsists in this material in terms of the Copyright Act No 98 of 1978. No part or portion of this document may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, scanning, recording or by any information in storage and retrieval system without the written permission of Ryan Attorneys.</p>

**Note:** The obligations contained herein shall survive the termination hereof or any other agreement between Savino and yourselves, and as prescribed in terms of the POPI Act.

**Any breach of any of the provisions contained herein shall be regarded as a material breach of your obligations to Savino.**

**You indemnify Savino against any loss incurred or damages suffered for any breach of this agreement on your side.**

**The latter applies vice versa to Savino.**

It is specifically recorded that, in consequence of the Services that you render to Savino and/or Services Savino renders to you, and due to the stringent terms of the new POPI Act, act 4 of 2013, it is inevitable that you will collect, store and process Personal Information (as defined in the Protection of Personal Information Act) belonging to Savino and/or third parties for which Savino is responsible for the protection of such data and Personal Information. This applies vice versa to ourselves.

**Both parties confirm, accept and irrevocably warrant that they will:**

1. Ensure that they are fully aware of the terms and regulations of the Protection of Personal Information Act (POPI Act), Act 4 of 2013 and that it will be read in conjunction with this agreement.
2. Not divulge or otherwise make available the Personal Information to any third party other than authorized staff or subcontractors who require access to such Personal Information strictly in order to carry out their obligations pursuant to your obligations to the other party.
3. Ensure that your employees, agents, subsidiaries, representatives, subcontractors and/or any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and/or non-disclosure obligations in respect to the Personal Information and as provided for in the POPI Act.
4. Comply with the provisions of the prevailing security, privacy and data protection legislation and/or regulations governing the collection, use, storage and processing of Personal Information as defined in relevant legislation and only act on the explicit written instructions of either party in collecting, storing, processing and utilisation of the relevant Personal Information.
5. Not divulge, use, store and/or process Personal Information for any purpose other than to perform their respective obligations to the other party, and to ensure that such processing will not place either party in breach of any privacy and data protection laws or related requirements, more specifically the POPI Act.
6. Take appropriate, reasonable, technical and organisational measures to ensure that the integrity and confidentiality of the Personal Information in your possession, or under your control, is secure and that such Personal Information is protected against accidental loss, destruction, damage, unlawful access and/or processing.
7. Immediately notify the other party in the event of possible infringements of the applicable data protection legislation, the terms of this agreement or other irregularities by either party, their staff or any other party acting on your behalf in relation to the Personal Information.
8. Return, destroy and/or store in an appropriate manner the Personal Information once it is no longer required for the purpose of performing your obligations to the other party or any directly related purpose; and fully indemnify and hold the other party, its affiliates, associates, subsidiaries and their respective staff, successors, cessionary and assigns, harmless from all and any losses, costs (including but no limited to legal costs on an attorney and own client scale), expenses and/or damage (including but not limited to consequential losses and damages) as well as penalties and fines arising out of, or relating to any non-compliance with the provisions of this agreement and any relevant data protection legislation by either party, or any other party who received Personal Information from the other.
9. Only transfer Personal Information across country borders with either party's prior written consent. In this regard, you shall ensure that any such transfer of any Personal Information across country borders complies with applicable laws and related legislation. It is specifically recorded that Savino will store and/or transfer Personal Information on a daily basis across country borders, due to the type Service that Savino is rendering to you. By undersigning this you give Savino consent to transfer same and acknowledge that you are aware of the fact that Savino will transfer Personal Information across country borders.

Note: The duly appointed Information Officer is Mr. Patrick Jansen van Rensburg therein duly represented by Ms. Louise Mcphail, who can be contacted at \_\_\_\_\_, alternatively we can be contacted at +2711 437 3000.