

Dear Supplier/ Service Provider/ Customer

AGREEMENT INFORMATION SECURITY AND DATA PROTECTION - CUSTOMER DECLARATION PROTECTION OF PERSONAL INFORMATION ACT ("POPI")

Valsa Trading (Pty) Ltd is committed to the adherence of national and international legislation and regulations pertaining to the safeguarding of Data Privacy and the protection of personal information when processed by any person, whether natural or juristic in terms of the Protection of Personal Information Act (4) 2013 ('POPI'') and/or similar international legislation.

Customer's personal information collected and processed will be verified and vetted to promote compliance with the company's privacy policies and thus prevent fraudulent and/or corrupt business activities.

It is recorded that in consequence of the services that you render to Valsa Trading (Pty) Ltd ("Valsa") you might collect and process personal information (as defined in the Protection of Personal Information Act) belonging to Valsa and / or third parties for which Valsa is responsible for the protection of such personal information ("the Personal Information").

By your signature to this agreement, you confirm, accept and irrevocably warrant that you shall:

- 1. comply with the provisions of the prevailing privacy and data protection legislation governing the collection, use and processing of Personal Information as defined in the relevant legislation;
- 2. not process Personal Information for any purpose other than to perform your obligations to Valsa and to ensure that such processing will not place Valsa in breach of any privacy and data protection laws or stated requirements;
- 3. only act on the instructions of Valsa in collecting, processing and utilising Personal Information;
- 4. not disclose or otherwise make available the Personal Information to any third party other than authorised staff or sub-contractors who require access to such Personal Information strictly in order to carry out their obligations pursuant to your obligations to Valsa;
- ensure that your employees, agents, subsidiaries, representatives, subcontractors and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non- use obligations in respect to the Personal Information;
- 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. only transfer Personal Information across a country border with Valsa' prior written consent. In this regard, you shall ensure that any such transfer of any Personal Information across a country border complies with applicable laws;

- 8. immediately notify Valsa in case of possible infringements of the applicable data protection legislation, the terms of this agreement or other irregularities by you, your staff or any other party acting on your behalf in relation to the Personal Information;
- 9. return or destroy the Personal Information once it is no longer required for the purposes of performing your obligations to Valsa or any directly related purpose; and
- 10. fully indemnify and hold Valsa, its affiliates, associates, subsidiaries and their respective staff, successors, cessionaries and assigns harmless from all and any losses, costs (including but not limited to legal costs on an attorney and own client scale), expenses and damage (including but not limited to consequential losses and damage) 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 you or any other party who received Personal Information from you.

Valsa (the Company) shall collect, process, and store the personal information of the Customer for the purpose intended, namely to register as a Valsa customer and that it shall proceed to act in accordance with the provisions of POPI in collecting, processing, and storing the Customer's personal information.

- 1. During the business relationship between the Customer and the Company, the Customer acknowledges and consents to the processing of the Customer's personal information for any purpose relating to the administration, marketing, management and operations of the Company's legitimate business purposes or legal obligations by the Company or anyone acting on behalf of the Company.
- 2. The Company undertakes not to disclose the Customer's personal information unless it is legally or contractually required or for its legitimate business purposes. Similarly, the Customer has the corresponding obligation to the Company in this regard.
- 3. The Customer acknowledges that the Company will use reasonable efforts in order to ensure that the Customer's personal information in its possession or processed on its behalf is kept confidential, stored in a secure manner and processed in terms of POPI and for the purposes for which the Company has been authorised. Similarly, the Customer has the corresponding obligation to the Company in this regard.
- 4. The Customer declares that all personal information supplied to the Company for the purposes of procurement and related legal and operational reasons is accurate, up to date, is not misleading and that it is complete in all respects. The provision of misleading information by the Customer may lead to termination of the business relationship with the Company. It shall always remain the responsibility of the Customer to immediately advise the Company of any change to its personal information should any of the Customer details change including, but not limited to, a change of ownership or control in the Customer.
- 5. The Customer hereby provides its consent to the Company to process its personal information, as provided above, and acknowledges that it understands the purpose for which it is required and for which it will be used.

Any breach of any of the provisions of this agreement shall be regarded as a material breach of your obligations to the Company. The obligations contained hereinabove shall continue after the termination of the relationship between yourself and the Company.

Signed on behalf of the Customer/Supplier duly authorised:	
Full Names of duly authorised signatory of Customer/Supplier:	
Name of Customer/Supplier:	
Customer/Supplier Address:	
Customer/Supplier Email Address:	

Yours faithfully

Svilen Voychev

Managing Director