PROTECTION OF PERSONAL INFORMATION ADDENDUM CONTRACT TERMS

BACKGROUND AND SCOPE

1.1. The Responsible Party and Operator (as the case may be) hereby unconditionally accept the terms and conditions of this data protection addendum undertaking ("**DPA**"). This DPA sets out the terms and conditions for the Processing of Personal Information pursuant to the Agreement.This DPA is intended to deal solely with the terms on which the Operator will Process Personal Information of Data Subjects.

1.2. The Parties accordingly agree that with effect from 1 July 2021 ("**Effective Date**"), this DPA will be incorporated within the Agreement as an Addendum thereto and will be read as forming part of the Agreement.

1.3. To the extent that the Agreement already contains provisions regulating data protection or any other matter regulated by this DPA, such clauses remain of full force and effect and will be supplementary to the provisions of this DPA. The Parties further agree that in the event of a conflict between the provisions of this DPA and the Agreement, the provisions of this DPA will take precedence regarding all aspects pertaining to Processing of Personal Information by Operator.

2. DEFINITIONS

The use of any word or expression, or term or process or definition in this DPA which has its meaning derived from POPIA, including but not limited to "Personal Information", "Responsible Party", "Operator", "Process" / "Processing", "Data Subject", "Sub-operator", "Personal Information Breach", "Information Regulator", will be construed to mean the corresponding word or expression or term or process or definition which has its meaning derived from GDPR or any applicable Data Protection Laws such as "Personal Data", "Controller", "Data Processor", "Process" / "Processing", "Data Subject", "Sub-processor", "Personal Data Breach", "Supervisory Authority", "Commission", "Member State".

2.1. **"Lawful Purpose" or "lawful purpose"** means in pursuance of the Services under the Agreement;

2.2. "**Data Protection Laws"** means any statutes, laws, legislation or regulations or binding policy, code of any government authority that relates to the security and protection of personally identifiable information, data privacy, trans-border data flow or data protection in force from time to time in the Republic of South Africa, including but not limited to Protection of Personal Information Act 4 of 2013 (POPIA), Electronic Communications and Transactions Act 25 of 2002; Promotion of Access to Information Act 2 of 2002, and/or any equivalent legislation of other jurisdiction(s) where Personal Information is being Processed or where a Party is obliged to comply with, including, where applicable, EU Data Protection Laws [General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, as amended, replaced, or superseded from time to time;

2.3. **"Data Subject**" has the meaning ascribed thereto in POPIA to whom the specific Personal Information relates;

2.4. **"Information Officer"** means Responsible Party's Information Officer, as referred to in Responsible Party's PAIA Manual, complied in terms of section 51 of the Promotion of Access to Information Act 2 of 2002 (or his or her authorized representative);

2.5. **"Information Regulator"** means the appropriate Information Regulator as defined in POPIA;

2.6. **"Monitoring Device"** means any electronic, mechanical or other instrument, device, equipment or apparatus which is used or can be used, whether by itself or in combination with any other instrument, device, equipment or apparatus, to listen to or record any communication;

2.7. "**Operator**" has the meaning ascribed thereto in POPIA and will include Operator or a Sub-Operator who Processes Personal Information for the Lawful Purpose;

2.8. **"Permitted Disclosees"** means any personnel of a party, who has access to Personal Information in pursuance of the Lawful Purpose or any support activities concerning the Agreement, and will include its professional advisors and approved Sub-operators;

2.9. **"Personal Information"** has the meaning ascribed thereto in Chapter 1 of POPIA and relates only to Personal Information of Data Subjects of which Africa Weather is Responsible Party which is furnished to Operator to enable it to render the Services. Personal Information may include Special Personal Information. Where Applicable Personal Information types and categories may be attached as a **Data Processing Schedule** to this DPA;

2.10. **"Personal Information Breach"** has the meaning ascribed thereto Applicable Data Protection Laws and includes any a suspected or actual breach of the conditions for lawful processing of Personal Information such as security or failure to establish safeguards leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to;

2.11. **"Process / Processing"** will have the meaning ascribed thereto in Chapter 1 of POPIA and will include any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including its collection, receipt, recording, organisation, collation, storage. updating or modification, merging, linking, blocking, degradation, erasure or destruction, retrieval, alteration, consultation, testing or use, dissemination or distribution by any means and "**Processing**" will have a corresponding meaning;

2.12. **"Responsible Party"** means the Party or any other person which, alone or in conjunction with others, determines the Lawful Purpose and means for Processing Personal Information as defined in POPIA;

2.13. **"Security Breach"** or "**Security Incident"** means any Personal Information Breach and any incident that constitutes a breach of the security-related requirements, or is notifiable or subject to sanctions under Applicable Data Protection Laws;

2.14. **"Security Standards"** means the information security practices and procedures and applicable industry or professional rules and regulations, and security standards defined in Responsible Party's Privacy and Security Policy, as may be updated from time to time by Responsible Party; on notice to Operator, *inter alia*, as a result of requirements of the Information Regulator, including changes to generally accepted information security practices based on specific threats identified by Responsible Party;

2.15. **"Special Personal Information"** means Personal Information that falls within the scope of the special categories of Personal Information specified in POPIA;

2.16. **"Sub-processor"** has the meaning given to it in applicable Data Protection Laws and includes an Operator's contractors / subcontractors, subsidiaries and affiliates, engaged in delivering the Service, or a person under the authority of the Operator involved in Processing activities under the Agreement.

3. OBLIGATIONS OF OPERATOR WITH RESPECT TO PERSONAL INFORMATION

3.1. Operator undertakes that it will:

3.1.1. comply with its obligations under applicable Data Protection Laws and this DPA relating to Processing of Personal Information;

3.1.2. only process Personal Information in accordance with (a) the Lawful Purpose; (b) applicable Data Protection Laws; (c) in accordance with the authorisation, knowledge, instructions, requirements and specific directions of Responsible Party; or otherwise (d) as

specifically instructed or authorised by Responsible Party in writing;

3.1.3. not copy, compile, collect, collate, mine, store, transfer, alter, delete, interfere with or use Personal Information in a manner that is inconsistent with the Lawful Purpose;

3.1.4. not disclose or otherwise make available Personal Information to any third party other than Permitted Disclosees, who require access to such Personal Information strictly in order for Operator to carry out its obligations under the Agreement and where Operator has entered into the appropriate and legally binding confidentiality and non-use obligations in relation to the Processing of Personal Information on substantially the same terms and conditions set forth in this DPA;

3.1.5. take appropriate, reasonable, technical and organisational measures to ensure the integrity of Personal Information within its possession or control is secure and protected against unauthorised and unlawful processing, loss, destruction or damage, alteration, disclosure or access, having regard to Security Standards and the requirements set forth under applicable Data Protection Laws;

3.1.6. within 5 (five) business days of receiving a request from Responsible Party from time to time, provide to Responsible Party a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Operator to demonstrate and ensure compliance with this DPA;

3.1.7. at least once in every 12 (twelve) month period and, subject to the provisions of the Agreement, take all necessary steps to:

3.1.7.1. identify all reasonably foreseeable internal and external risks to Personal Information and provide Responsible Party with a detailed written report using generally accepted auditing methodologies, within 30 (thirty) days of having completed its investigations, regardless as to whether the frequency of such investigations is 12 (twelve) months or more frequently;

3.1.7.2. on Responsible Party's prior written approval, implement and maintain appropriate safeguards against the risk's identified by Operator;

3.1.7.3. regularly verify the safeguards which Operator has in place have been effectively implemented and provide Responsible Party with a written report within 30 (thirty) days of having completed each such verification exercise; and

3.1.7.4. ensure the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards, with all upgrades to be approved in writing by the Responsible Party (other than in respect of minor updates or upgrades).

3.1.8. comply with Responsible Party's auditing requirements in respect of the DPA;

3.1.9. on the written instruction of Responsible Party, assist Responsible Party in updating Personal Information to ensure that Personal Information remains complete, accurate and up to date always;

3.1.10. not carry out any related or further Processing activities for any other reason whatsoever (including any related Processing functions or Processing which would otherwise be a normal extension of the Processing) unless with the express written consent of Responsible Party;

3.1.11. if required to collect information from Data Subjects in terms of the

Agreement, do so in accordance with applicable Data Protection Laws for the Lawful Purpose;

3.1.12. if required to collect information from another source, do so (a) in a manner that does not prejudice the legitimate interest of Data Subject, (b) where necessary to avoid prejudice to the maintenance of law by any public body, (c) to comply with an obligation in terms of the South African Revenue Services Act 34 of 1997, (d) for the conduct of proceedings in any court or tribunal or in the interest of national security.

3.1.13. provide reasonable evidence of Operator's compliance with its obligations under this DPA to Responsible Party on reasonable notice and request; and

3.1.14. agree to reasonable amendments to this DPA from time to time, to the extent that applicable Data Protection Laws generally require such amendments for the benefit of Data Subjects.

3.2. Operator agrees that the obligations of Operator will *mutatis mutandis* apply to all Sub-operators who Process Personal Information. All references to Operator's personnel in this DPA will be deemed to include the personnel of Sub0pocessors.

4. NOTIFICATION OF A PERSONAL INFORMATION OR SECURITY BREACH

4.1. Operator will:

4.1.1. notify Responsible Party in writing immediately of the Operator becoming aware of or having reasonable grounds to believe that Personal Information has been accessed or acquired by an unauthorised person, and take all appropriate steps to limit the compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;

4.1.2. as soon as reasonably possible thereafter, be required to engage with Responsible Party to discuss any Personal Information or Security Breach / Security Incident, to report all relevant facts relating to the compromise and to accept directions from Responsible Party on steps to be taken to mitigate the extent of the compromise and loss occasioned by the compromise.

4.1.3. provide Responsible Party with details of Personal Information affected by the compromise, including but not limited to, the identity of Data Subjects, a description of the possible consequences of the compromise, a description of the measures to be taken by Operator to address the security compromise, a recommendation with regard to the measures to be taken by Data Subject to mitigate the possible adverse effects of the compromise and , where possible, details of the identity of the unauthorised person/s who are known to or who may reasonably be suspected of, having accessed or acquired Personal Information.

5. ACCESS TO PERSONAL INFORMATION

5.1. Operator will:

5.1.1. assist Responsible Party to comply with any requests for access, correction, or complaints related to Data Subject's Personal Information or any exercise by a Data Subject of its rights under POPIA, and at the request of Responsible Party, Operator will promptly provide Responsible Party with a copy of any Personal Information held by Operator in relation to a specified Data Subject. This will include information about the identity of all third parties who have or had access to Personal Information. This information must be provided by the Operator to the Responsible Party within a reasonable time, at a prescribed fee (if any), in a reasonable manner and format and in a form that is generally understandable for the Data Subject. Operator agrees that, notwithstanding the confidentiality provisions contained in the

Agreement, Responsible Party may disclose to a Data Subject that Operator has been or is involved in Processing such Data Subject's Personal Information.

5.1.2. provide the Responsible Party with the necessary assistance required for the Responsible Party to discharge its duties relating to a requirement by the Information Regulator (a) for the Responsible Party to submit an independent auditor's report or other information to verify the Responsible Party's compliance with applicable Data Protection Laws.

6. DISCLOSURE REQUIRED BY LAW, REGULATION OR COURT ORDER

6.1. In the event that Operator is required to disclose or Process any Personal Information that is (a) required by law, regulation or court order, or (b) required to enable a public body to properly perform a public law duty to carry out actions for the conclusion or performance of a contract to which Data Subject is a party, or (c) necessary for pursuing the legitimate interests of (i) Responsible Party, (ii) a third party to whom the information is supplied, or (iii) a Data Subject, or to comply with an obligation imposed by law on Responsible Party, Operator will:

6.1.1. If legally permissible, advise Responsible Party thereof prior to such disclosure, (b) take such steps to limit the extent of the disclosure or Processing to the extent that it lawfully and reasonably practically can; (c) afford Responsible Party a reasonable opportunity, if possible and permitted, to intervene in the proceedings; and (d) comply with Responsible Party's requests as to the manner and terms of any such disclosure, where permissible.

7. SEPARATION OF PERSONAL INFORMATION

Unless otherwise specifically recorded in the Agreement or on Responsible Party's further written instructions, Operator will not itself or *via* any of its Sub-operators or Permitted Disclosees, combine or merge Personal Information with the information (whether Personal Information or not) of a third party.

8. TRANSFER OF PERSONAL INFORMATION

8.1. Operator will not transfer Personal Information outside of the Republic of South Africa or where applicable, outside of Operator's country unless authorised by Responsible Party in writing and the Responsible Party is satisfied that (i) the foreign third party recipient is subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection that is similar to the protection provided for the Processing of Personal Information under POPIA and (ii) the foreign third party is precluded from transferring Personal Information to any other third party in a foreign jurisdiction without similar requirements to those set out in this clause being met.

8.2. Operator will effectively uphold the principles of applicable Data Protection Laws for reasonable processing of the Special Personal Information or Personal Information of children.

9. TRANSMISSION OF DATA

Operator will ensure that all Personal Information communicated, including any digital communication or any Personal Information stored in digital form will be secured against being accessed or read by unauthorised parties, using appropriate security safeguards having due regard to generally accepted information security practices and procedures which may apply to its generally or be required in terms of specific industry or professional rules and regulations.

10. SUB-OPERATORS

10.1. Operator will ensure that each of its Sub-operators is appointed under an enforceable contract no less onerous than the terms and conditions set out in this DPA, and in compliance with Applicable Data Protection Laws. Operator will ensure that relevant obligations (including but not limited to the information and audit rights provided for in clause 11 can be directly enforced

by Responsible Party on the Sub-processor.

10.2. The Operator will, at the written request of the Responsible Party and within ten (10) days of such request, provide the Responsible Party in writing with a list of its then-current Sub-operators of Personal Information as applicable within this DPA. The Operator shall provide Responsible Party prior written notice of any intended addition to or replacement of its Sub-operators. If Responsible Party does not object within 30(thirty) days of receiving Operator's notice, the Sub-processor(s) will be deemed accepted. If Responsible Party has a legitimate reason to object to a Sub-processor, Responsible Party shall notify Operator of its objection in writing within 30(thirty) days of receipt of Operator's notice. Operator shall have the right to cure the objection within 30 (thirty) days after Operator's receipt of Responsible Party's objection. If the objection has not been cured, Responsible Party may at its sole discretion terminate the Agreement without any further liability to Operator.

10.3. Use of Sub-operators will not relieve, waive, or diminish any obligation Operator has under this DPA, and Operator is liable for the acts and omissions of any it's Sub-operators to the same extent as if the acts or omissions were performed by Operator.

11. AUDIT RIGHTS OF RESPONSIBLE PARTY

11.1. Responsible Party or any third party appointed by Responsible Party will have the right to audit Operator processing activities at any time in order to determine Operator's (and its Sub-processor's) compliance with the terms and conditions of this DPA. Such audit rights will include the right of access to Operator's systems, software, process and procedures, and inspection of the physical security of Operator's premises. To the extent that Operator engages an independent auditor to carry out an audit of operations in relation to any of its obligations under the Agreement, Operator agrees to provide Responsible Party or any Information Regulator body with copies of the audit reports of all such audit exercises and activities covered under this DPA.

11.2. Should any audit exercise reveal any non-compliance with the terms of the Agreement, or any other Responsible Party policies or written instructions from Responsible Party, then, in addition to the provisions of the Agreement Operator will be required to take all necessary steps to rectify such non-compliance within the shortest time period possible.

12. MONITORING

Without limiting Responsible Party's rights under clause 11, Operator acknowledges and expressly agrees that Responsible Party will be entitled to monitor the communications of Operator with Responsible Party and/or in connection with its Processing of Personal Information by any means, including by way of a Monitoring Device and/or by viewing examination or inspection of the contents of any communication, whether such communication is made directly or indirectly via electronic communications or any other means.

13. RETENTION AND DESTRUCTION REQUIREMENTS

13.1. At the request of Responsible Party, Operator will be required to comply with the specific retention, destruction and purging requirements as may be prescribed by Responsible Party and where applicable, under applicable Data Protection Laws. In particular, deletion and destruction must be done in a manner that prevents any reconstruction in an intelligible form, i.e., de-identify /anonymise (by rendering Personal Information unreadable and unable to be reassembled or reconstructed or re-identified).

13.2. Operator will provide credible evidence in support of the request by Responsible Party.

13.3. Records may be retained for historical, statistical or research purposes by Operator on Responsible Party's written consent if the appropriate security

measures as authorised by Responsible Party.

14. WARRANTIES

14.1. Operator represents and warrants that the execution and performance of this DPA has been duly authorised by the requisite corporate action on the part of Operator.

14.2. Operator warrants that it will comply with all legal, Information Regulatory and statutory requirements which impact or relate to the Processing of Personal Information pursuant to this DPA.

15. INDEMNITIES

Operator hereby indemnifies and holds harmless Responsible Party, its respective representatives, successors, cessionaries, delegates and assigns, from any and all losses of both a patrimonial and non-patrimonial nature, all costs, expenses and damages, arising solely and directly from Operator's, its personnel, subsidiaries, affiliates and Sub-operator's non-compliance with the provisions of this DPA.