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PROTECTION OF PERSONAL INFORMATION ACT AGREEMENT

To ensure smooth, on time communication & delivery of quality product purchased from FCS Group

Addendum to sale/credit agreement entered into between:

FCS SUPPLIES (PTY) LTD, Registration no: 2016/147878/07

De Drift Plaza, Olyvenhoutsdrift, Louisvale Ave, Upington, 8801

Tel: (054) 325 0994/6

(Supplier)

&

Legal Entity: (Customer)

Registration no:

PERMISSION TO USE YOUR PERSONAL INFORMATION

- 1) The Customer hereby voluntarily authorises the Supplier to process the Customer's and/or its employees' personal information (including name, physical address, delivery address, telephone numbers & any other information provided to the Supplier).
- 2) The Customer indemnifies the Supplier against any action by the employees and/or customers of the Customer insofar as processing of their personal and special personal information is concerned.
- 3) Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Customer and the Supplier has been terminated.

Initial

- 4) By agreeing to the terms of this Agreement the Customer expressly consents to the processing of its information for marketing & delivery purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of SMS's, emails and the like from the Company.
- 5) The Supplier is the responsible party in respect of such personal information, as envisaged in POPI and the regulations thereto and its address and contact details appear at the top of page 1 hereof.
- 6) The Supplier herewith warrants to take appropriate, reasonable technical and organisation measures to prevent: loss of, damage to or unauthorised destruction of the Customer's personal information and unlawful access to or producing of the Customer's personal information.
- 7) In the event that the Supplier's becomes aware of any unauthorised use of the Customer's personal information, the Supplier will notify the Customer thereof.

PROTECTING YOUR SPECIAL PERSONAL INFORMATION

- 1) By agreeing to the terms of this Agreement the Customer expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by the Supplier.

YOUR RIGHTS IN TERMS OF THIS CONSENT

- 1) It shall remain the Customers obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

TRANS-BORDER FLOW OF INFORMATION

- 1) The Customer hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Customer's behalf.

CUSTOMER:

Signed aton this the day of20.....

Signature:
 (For and on behalf of the customer (duly authorised thereto))

As Witness 1

Name in full (Signature)

Identity No:

As Witness:2

Name in full: (Signature)

Identity No:

SUPPLIER:

Signed aton this the day of20.....

Signature:
(For and on behalf of the supplier (duly authorised thereto))

As Witness 1:

Name in full: (Signature)

Identity No:

As Witness 2:

Name in full: (Signature)

Identity No: