

## **POPI ACT AGREEMENT AND CONSENT DECLARATION**

**YOU HEREBY DECLARE AND CONFIRM THAT YOU, AS THE PERSON/ENTITY/BODY/INDIVIDUAL/COMPANY WHOSE IS PROVIDING INFORMATION AND HEREINAFTER COLLECTIVELY REFERRED TO AS THE “CLIENT”, DO HEREBY IRREVOCABLY AGREE AND UNDERSTAND THAT ANY/ALL INFORMATION SUPPLIED OR GIVEN TO THE SERVICE PROVIDER, IS DONE SO IN TERMS OF THE BELOW TERMS AND CONDITIONS AND IN TERMS OF THIS AGREEMENT AND CONSENT DECLARATION.**

### **1. INTERPRETATION**

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 “This Agreement” means the Agreement contained in this document.

1.1.2 “The Company/Service provider” means and includes its affiliated, holding and subsidiary companies.

1.1.3 “Confidential information” includes, but is not limited to:

**1.1.3.1** any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the client and the company in whatever form it may be.

**1.1.3.2** all internal control systems of the client and the company.

**1.1.3.3** details of the financial structure and any other financial, operational information of the client and the company; and

**1.1.3.4** any arrangements between the client and the company and others with whom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential.

1.1.4 “personal information” means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:

1.1.4.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person.

1.1.4.2 information relating to the education or the medical, financial, criminal or employment history of the person.

1.1.4.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other assignment to the person.

1.1.4.4 the biometric information of the person.

1.1.4.5 the personal opinions, views, or preferences of the person.

1.1.4.6 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.

1.1.4.7 the views or opinions of another individual about the person; and

1.1.4.8 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.

1.1.5 “the effective date” means the date of signature of this Agreement”.

1.1.6 “the parties” means the parties as described hereinabove.

1.1.7 “divulge” or “make use of” means to reveal, make known, disclose, divulge, make public, release, publicize, broadcast, communicate or correspond or any such other manners of divulging of any information.

1.1.8 “**processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to:

- (a) the collection, receipt, recording, organisation, 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.

1.1.9 **POPI**” means the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and as amended from time to time.

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Contact Number: 011 759 5940

Website: [www.dynamicdna.co.za](http://www.dynamicdna.co.za)

Registration number: 2012/075182/07

## 2. AGREEMENT

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services. The company (also called the service provider), all the parties to this agreement, the service provider's employees and the client's employees and any subsequent party/parties to this agreement acknowledge and confirm that:

- One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential, or as personal information. Such information may be deemed as the private, confidential, or as personal information in so far as it relates to any party to this agreement.
- Such information may also be deemed as or considered as private, confidential, or as personal information of any third person who may be directly or indirectly associated with this agreement.
- Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential, or as personal information may have value and such information may or may not be in the public domain.

For purposes of rendering services on behalf of the client, the service provider and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered into, irrevocably agree that "confidential information" shall also include inter alia and shall mean inter alia:

- (a) all information of any party which may or may not be marked "confidential," "restricted," "proprietary" or with a similar designation.
- (b) where applicable, all data and business information.
- (c) where applicable the parties may have access to data and personal and business information regarding clients, employees, third parties and the like including personal information as defined in POPI regulation; and
- (d) trade secrets, confidential knowledge, know-how, technical information, data, or other proprietary information relating to the client/service provider, or any third party associated with this agreement and (including, without limitation, all products information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.

## 3. DISCRETIONARY

By signing hereunder all parties,

- irrevocably confirm acceptance of the terms and conditions as set out in this agreement,
- agree and acknowledge that all information provided, be it personal or otherwise, may be used and processed by the service provider, which may include the information being placed in the public domain.
- acknowledge that they have read and understood all the terms and conditions of this policy and are bound by the terms and conditions as set out in this agreement.
- confirm that by submitting information to the service provider, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.
- the service provider further agrees to use its best endeavors and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided.

Prudence Mabitsela

.....  
Signature of Employer  
(On behalf of Dynamic DNA)

Prudence Mabitsela

.....  
Name (Print)



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