



**DATA PROCESSING AGREEMENT / ADDENDUM
(TRANSFER OF PERSONAL INFORMATION OUTSIDE RSA)**

Between

**RENTTECH SOUTH AFRICA (PTY) LTD
2008/029015/07**

(hereinafter referred to as “RENTTECH SOUTH AFRICA (PTY) LTD”)

And

**[PARTY 2]
(RECIPIENT)**



1. INTRODUCTION

- 1.1 The Protection of Personal Information Act, 4 of 2013 (POPIA) is a data protection privacy law which as its main function and objective, regulates and controls the processing of Personal Information by a Responsible Party.
- 1.2 RENTTECH SOUTH AFRICA (PTY) LTD, in its capacity as a Responsible Party, for the purposes of carrying out its business and related objectives, does and will from time to time, process Personal Information belonging to a number of persons, including legal entities and individuals, who are referred to as Data Subjects under the Data Processing Laws, including POPIA.
- 1.3 RENTTECH SOUTH AFRICA (PTY) LTD is obligated to comply with the Data Processing Laws, including POPIA and the Data Protection conditions housed under POPIA with respect to the processing of all and any Personal Information pertaining to all and any Data Subjects.
- 1.4 In order for RENTTECH SOUTH AFRICA (PTY) LTD to pursue its mandate and its related operational and business interests, RENTTECH SOUTH AFRICA (PTY) LTD may from time to time have to transfer Personal Information to third parties, including those situated in South Africa, and those who may be situated in another country, outside South Africa, who will process such Personal Information:
 - in its own right as a Responsible Party, or
 - alternatively who will process Personal Information as an Operator on behalf of RENTTECH SOUTH AFRICA (PTY) LTD,which Personal Information it has obtained from RENTTECH SOUTH AFRICA (PTY) LTD.
- 1.5 In terms of sections 20, 21 and section 72 of POPIA where RENTTECH SOUTH AFRICA (PTY) LTD as a Responsible Party provides another with Personal Information which it is responsible for, for processing, then RENTTECH SOUTH AFRICA (PTY) LTD has a duty to ensure that it concludes a written agreement or contract with the recipient of the Personal Information in terms of which the Recipient contractually undertakes to:
 - only process or use Personal Information which has been provided to it by the Responsible Party, for processing, in accordance with the mandate or instruction issued to it by the Responsible Party;
 - treat such Personal Information, as confidential;



- not disclose the Personal Information, to any other, unless required by law or in the course of the proper performance of its duties;
- establish and maintain adequate safeguards and security measures in respect of the information which it is processing on behalf of the Responsible Party, in this case being RENTTECH SOUTH AFRICA (PTY) LTD, which are designed to keep that Personal Information safe and secure from misuse, abuse and/or unauthorised use or access.

1.7 RENTTECH SOUTH AFRICA (PTY) LTD is desirous of providing Personal Information to a third party (hereinafter referred to as the "Recipient") and in order to ensure that the Personal Information is correctly processed in a manner which does not impinge on the Data Subject's rights under POPIA, the Recipient of the Personal Information undertakes to comply with the terms and conditions set out under this Personal Information Transfer Agreement / Addendum.

2. DEFINITIONS

2.1 The parties must take note of the following definitions, which will be used throughout this Cross-Border Data Processing Agreement, unless the context indicates a contrary meaning:

2.1.1 **"Agreement"** means, **in the absence of any other agreements** which may be in place as between the parties, this Agreement which will govern the relationship as between the parties in relation to the processing of Personal Information cross border;

2.1.2 **"Addendum"** means, **where there are other agreements**, in place as between the parties, and which agreements describe the terms and conditions applicable to the parties' relationship, including any standard terms and conditions, this Addendum, which Addendum will be read together with the other agreements aforementioned, and which Addendum will govern the relationship as between the parties in relation to the processing of Personal Information; across border;

2.1.3 **"Best Industry Practice"** includes, in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise;

2.1.4 **"Data Subject(s)"** means the person(s) who own(s) the Personal Information which in terms of this Agreement / Addendum, is to be processed by the Recipient on behalf of RENTTECH SOUTH AFRICA (PTY) LTD;



- 2.1.5 **"Data Protection Legislation"** means any data protection or data privacy laws applicable from time to time, including but not limited to POPIA, the Electronic Communications and Transactions Act 26 of 2005 and the Consumer Protection Act 68 of 2008, the General Data Protection Regulation (GDPR) the UK Data Privacy Act (UKDPA) and the Californian Privacy Act (CPA);
- 2.1.6 **"RENTTECH SOUTH AFRICA (PTY) LTD"** shall mean RENTTECH SOUTH AFRICA (PTY) LTD who has mandated the Recipient to process certain Personal Information belonging to Data Subjects, in accordance with the terms of this Agreement / Addendum;
- 2.1.7 **"parties"** means the parties to this Agreement / Addendum;
- 2.1.8 **"person"** means an identifiable, living, natural person, or an identifiable, existing juristic person;
- 2.1.9 **"Personal Information"** means personal information relating to any identifiable, living, natural person, and an identifiable, existing juristic person, including, but not limited to:
- **in the case of an individual:**
 - name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
 - vehicle registration;
 - dietary preferences;
 - financial history;
 - information about next of kin and or dependants;
 - information relating to education or employment history; and
 - **Special Personal Information** including race, gender, pregnancy, national, ethnic or social origin, colour, physical or mental health, disability, criminal history, including offences committed or alleged to have been committed, membership of a trade union and biometric information, such as images, fingerprints and voiceprints, blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;
 - **in the case of a juristic person:**
 - name, address, contact details, registration details, financials and related history, B-BBEE score card, registered address, description of



operations, bank details, details about employees, business partners, customers, tax number, VAT number and other financial information;

- 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;
- the views or opinions of another individual about the person; and
- 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.

2.1.10 **"Personal Information Breach"** means any act or omission that compromises the security, confidentiality, integrity or availability of Personal Information or the physical, technical, administrative or organisational safeguards that are put in place to protect it including, without limitation, the loss or unauthorised access, disclosure or acquisition of Personal Information, wheresoever occurring.

2.1.11 **"process" or "processing"** means any operation or activity or any set of operations, whether or not by automatic means, performed by the Recipient concerning a Data Subject's Personal Information, where so ever occurring including:

- (a) the collection, receipt, recording, organization, 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;

2.1.12 **"record"** means any recorded information—

- (a) regardless of form or medium, including any of the following:
 - (i) writing on any material;



- (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - (iv) book, map, plan, graph or drawing;
 - (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
- (b) in the possession or under the control of a responsible party;
 - (c) whether or not it was created by a responsible party; and
 - (d) regardless of when it came into existence.
- 2.1.13 **"POPIA"** means the Protection of Personal Information Act 4 of 2013;
- 2.1.14 **"Recipient"** means the person, including an individual or a legal entity who receives Personal Information from the Responsible Party, whether in its capacity as a Responsible Party or as an Operator, in a country situated outside South Africa;
- 2.1.15 **"Responsible Party"** shall have the meaning given to it in any Data Protection Legislation;
- 2.2 Capitalised terms not otherwise defined in this Agreement / Addendum shall bear the meanings given to them in the Agreement / Addendum. Reference to a '*clause*' is to a clause in the Agreement / Addendum, unless otherwise stated or implied from the context in which it appears.
- 2.3 If there is a conflict between any provision in this Agreement / Addendum and any other other agreements which may be in place as between the parties, then, in so far as the conflict concerns the processing of Personal Information, the provision appearing in this Agreement / Addendum shall prevail.
- 2.4 For purposes of interpretation, in the case of the Agreement / Addendum, the terms set out hereunder shall at all times be read together with the terms housed under the other agreements which may be in place as between the parties, which documents shall constitute one and the same agreement, and except for the additions contemplated in this Agreement / Addendum all the provisions of the terms housed under the other agreements which may be in place as between the parties, remain unchanged and are, with effect from the time that the Recipient is asked to process Personal Information on



behalf of RENTTECH SOUTH AFRICA (PTY) LTD, amended or supplemented by this Agreement / Addendum, and the provisions of the Agreement / Addendum shall apply *mutatis mutandis* to all the other agreements which may be in place as between the parties for the duration of the Agreement / Addendum.

- 2.5 No agreement varying, adding to, deleting from or consensually cancelling this Agreement / Addendum, and no waiver of any right under this Agreement / Addendum, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

3. MANDATE TO PROCESS

RENTTECH SOUTH AFRICA (PTY) LTD hereby grants to the Recipient a mandate to process certain Personal Information, as described under **Annexure "C"**.

4. OBLIGATIONS OF THE RECIPIENT

- 4.1 The Recipient expressly warrants and undertakes that it will:
- 4.1.1 process the Personal Information strictly in accordance with its mandate and any specific instructions provided to it by RENTTECH SOUTH AFRICA (PTY) LTD from time to time;
 - 4.1.2 not use the Personal Information for any other purpose, save for the purpose of processing the Personal Information as per the Agreement / Addendum;
 - 4.1.3 treat the Personal Information as confidential and only disclose, transfer and/or hand over the Personal Information to those person(s) who are employed by it, and who need to process the Personal Information in accordance with the mandate to process as an Recipient and/or in terms of the Agreement / Addendum under strict undertakings of confidentiality;
 - 4.1.4 in addition to the provisions of clause 4.1.3, treat the Personal Information as confidential and only disclose, transfer and/or hand over the Personal Information to third parties where under any specific instructions as issued by RENTTECH SOUTH AFRICA (PTY) LTD in writing from time to time or where required by law and only once it has provided RENTTECH SOUTH AFRICA (PTY) LTD with adequate warning of this requirement to disclose and the related details thereof, including the identity of the person who is to receive the Personal Information, the reason for the disclosure and confirmation that the person to whom the Personal



Information is to be disclosed to, has signed the POPIA onwards transmission notice attached hereto marked **Annexure “A”**;

- 4.1.5 ensure that it has and will continue to have in place, appropriate technical and organizational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, including Industry Best Practices, which provide a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected and which safeguards comply with the requirements set out under POPIA, and in addition, which measures are in line with the requirements described under the attached RENTTECH SOUTH AFRICA (PTY) LTD Security Service Level Requirements, marked **Annexure “B”**;
- 4.1.6 implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate: the pseudonymisation and encryption of Personal Information; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- 4.1.7 process the Personal Information strictly in accordance with POPIA and the POPIA processing conditions and any other Data Privacy Laws which may be in place in the Country or area where the Recipient is located and where it is using the Personal Information;
- 4.1.8 not use the Personal Information for any direct marketing or advertising, research or statistical purposes, unless expressly authorised to do as per its mandate and when conducting such activity ensure that this is done strictly in compliance with the requirements of POPIA and its regulations especially those applicable to direct marketing detailed under section 69;
- 4.1.9 where processing the Personal Information as an Operator, not treat the Personal Information as its own, it expressly acknowledging that it has been tasked with processing the Personal Information in its capacity as RENTTECH SOUTH AFRICA (PTY) LTD’s Operator and agent, and that ownership of all the records housing the Personal Information and any records comprising such Personal Information pertaining to the Data Subject, will always remain with RENTTECH SOUTH AFRICA (PTY) LTD;
- 4.1.10 not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information, save with RENTTECH SOUTH



AFRICA (PTY) LTD's prior written consent and which is required in order for it to comply with its mandate;

- 4.1.11 where it has to pass the Personal Information to a sub-Recipient, or sub-Operator, as the case may be, as per its mandate or in terms of the Agreement / Addendum, ensure that such party concludes a "sub-Recipient or sub-Operator Agreement" with it and RENTTECH SOUTH AFRICA (PTY) LTD which compels the third party receiving the Personal Information to respect and maintain the confidentiality and security of the Personal Information, which sub-Recipient or sub-Operator Agreement will house the same terms and conditions as contained in this Agreement / Addendum, and which shall be concluded before the Personal Information is transferred to the sub-Recipient or sub-Operator.
- 4.1.12 ensure that any person acting under the authority of the Recipient, including any employee or sub-Recipient, shall be obligated to process the Personal Information only on instructions from the Recipient and strictly in accordance with this Agreement / Addendum, and in particular the Sub-Recipient or sub-Operator Agreement, where applicable.
- 4.1.13 promptly and without undue delay notify RENTTECH SOUTH AFRICA (PTY) LTD if any Personal Information is lost or destroyed or becomes damaged, corrupted, or unusable. The Recipient will restore such Personal Information at its own expense.
- 4.1.14 without undue delay notify RENTTECH SOUTH AFRICA (PTY) LTD if it becomes aware of any reason to believe that there was an occurrence of any accidental, unauthorised or unlawful processing of the Personal Information; or any Personal Information Breach and in such case without undue delay, also provide RENTTECH SOUTH AFRICA (PTY) LTD with the following information:
 - (a) description of the nature of any accidental, unauthorised or unlawful processing of the Personal Information; or
 - (b) any Personal Information Breach (including the categories and approximate number of both Data Subjects and Personal Information records concerned the likely consequences; and
 - (c) description of the measures taken, or proposed to be taken to address any accidental, unauthorised or unlawful processing of the Personal Information; or



- (d) any Personal Information Breach including measures to mitigate its possible adverse effects.
- 4.1.15 Immediately, following any unauthorised or unlawful Personal Information processing or Personal Information Breach, ensure that it co-ordinates and co-operates with RENTTECH SOUTH AFRICA (PTY) LTD in RENTTECH SOUTH AFRICA (PTY) LTD's handling of the matter, including:
- (a) assisting with any investigation;
 - (b) providing RENTTECH SOUTH AFRICA (PTY) LTD with physical access to any facilities and operations affected;
 - (c) facilitating interviews with the Recipient's employees, former employees and others involved in the matter;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by RENTTECH SOUTH AFRICA (PTY) LTD; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Information Breach or unlawful Personal Information processing.
- 4.1.16 do not inform any third party of any Personal Information Breach without first obtaining RENTTECH SOUTH AFRICA (PTY) LTD's prior written consent, except when required to do so by law.
- 4.1.17 agrees that RENTTECH SOUTH AFRICA (PTY) LTD has the sole right to determine: (a) whether to provide notice of the Personal Information Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in RENTTECH SOUTH AFRICA (PTY) LTD's discretion, including the contents and delivery method of the notice; and (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 4.1.18 will cover all reasonable expenses associated with the performance of the obligations under clause this clause 4.1 unless the matter arose from RENTTECH SOUTH AFRICA (PTY) LTD's specific instructions, negligence, wilful default or breach of this Agreement / Addendum, in which case RENTTECH SOUTH AFRICA (PTY) LTD will cover all reasonable expenses.



- 4.1.19 will also reimburse RENTTECH SOUTH AFRICA (PTY) LTD for actual reasonable expenses that RENTTECH SOUTH AFRICA (PTY) LTD incurs when responding to a Personal Information Breach to the extent that the Recipient caused such a Personal Information Breach, including all costs of notice and any remedy.
- 4.2 The Recipient warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out in this Agreement / Addendum.
- 4.3 RENTTECH SOUTH AFRICA (PTY) LTD, in order to ascertain compliance with the warranties and undertakings housed under this Agreement / Addendum, will have the right, on reasonable notice and during regular business hours, to view and/or audit, either by itself or through an independent agent, the Recipient's facilities, files, and any other data processing documentation needed for the required review, audit and/or independent or impartial inspection and the Recipient undertakes to provide all necessary assistance which may be needed to give effect to this right.

5. LIABILITY OF THE RECIPIENT AND THIRD-PARTY RIGHTS

- 5.1 In the event of the Recipient, the sub-Recipient or their respective employees or agents breaching any of the warranties and undertakings housed under this Agreement / Addendum or the sub-Recipient Agreement where applicable, or failing to comply with any of the provisions of POPIA and/or the 8 POPIA Personal Information conditions, then in such an event, the Recipient shall be liable for all and any damages it or the sub-Recipient may have caused in consequence of said breach or non-compliance, including patrimonial, non-patrimonial and punitive damages suffered by RENTTECH SOUTH AFRICA (PTY) LTD and/or the Data Subject(s) and the Recipient indemnifies and holds RENTTECH SOUTH AFRICA (PTY) LTD including its directors, employees and all and any affected Data Subjects harmless against any such loss, damage, action or claim which may be brought by whomsoever against RENTTECH SOUTH AFRICA (PTY) LTD or any of its directors, employees, or Data Subjects, or against any of RENTTECH SOUTH AFRICA (PTY) LTD's affiliated companies, or their directors or employees, and agrees to pay all and any such amounts on demand.
- 5.2 At the request of RENTTECH SOUTH AFRICA (PTY) LTD, the Recipient will provide RENTTECH SOUTH AFRICA (PTY) LTD with evidence of financial resources sufficient to fulfil its responsibilities set out under the Agreement / Addendum and the Recipient Agreement, which may include insurance coverage.

6. APPLICABLE LAW

The laws of South Africa shall apply to this Agreement / Addendum, regardless of where the Personal Information is, will be, or was actually processed.



7. TERMINATION

7.1 In the event of:

- 7.1.1. any other agreements, as between the Parties and to which this Agreement / Addendum applies, being terminated for whatsoever reason;
- 7.1.2. the transfer of Personal Information to the Recipient being temporarily suspended by RENTTECH SOUTH AFRICA (PTY) LTD for longer than one month, for whatever reason;
- 7.1.3. the Recipient being in breach of its obligations under the Agreement or the Addendum, as the case may be, or has failed to comply with POPIA or the 8 Information Processing Principles, or any other applicable Data Privacy Laws, and has failed when called upon to do so by RENTTECH SOUTH AFRICA (PTY) LTD to rectify the breach or area of non-compliance;
- 7.1.4. the Recipient is in substantial or persistent breach of any warranties or undertakings given by it under the Agreement or the Addendum, as the case may be, notwithstanding that RENTTECH SOUTH AFRICA (PTY) LTD has not given the Recipient notice of such breach;
- 7.1.5. the sub-Recipient is in breach of the sub-Recipient Agreement;
- 7.1.6. an application is filed for the placing of the Recipient under business rescue, under administration, or winding up whether interim or final, which application is not dismissed within the applicable period for such dismissal under applicable law; or any equivalent event in any jurisdiction occurs,

then RENTTECH SOUTH AFRICA (PTY) LTD, without prejudice to any other rights which it may have against the Recipient, shall be entitled to terminate the Agreement or the Addendum, as the case may be, as well as where applicable, the sub-Recipient Agreement.

7.2 The Parties agree that the termination of the Agreement or the Addendum, as the case may be, at any time, and/or the sub-Recipient Agreement, where applicable, in any circumstances and for whatever reason, does not exempt them from the rights and obligations set out under the Agreement or the Addendum, as the case may be, with regards to the processing of the Personal Information, read together with the obligations under POPIA.

7.3 In the event of the Agreement or the Addendum, being terminated whenever, and for whatsoever reason, the Recipient undertakes to:

- 7.3.1 restore and/or transfer back to RENTTECH SOUTH AFRICA (PTY) LTD all and any Personal Information which has been provided to the Recipient for



processing, including that held by the sub-Recipient, whether same has been processed or not, and/or which has been processed, together with any related documentation and/or information, all of which documentation must without exception, be returned to RENTTECH SOUTH AFRICA (PTY) LTD within a period of 30 (thirty) days from date of service of the termination notice.

7.3.2 to confirm in writing simultaneously when the transfer under clause 7.3.1 takes place, that all such Personal Information will be kept confidential as per the provisions of clause 4.1 and that it will not under any circumstances use the aforementioned information for whatsoever reason.

7.4 Notwithstanding termination of the Agreement or the Addendum, as the case may be, and for whatsoever reason, the clauses 4, 5, 6 and 7.2 will survive any such termination.

8. GENERAL

8.1 The parties may not modify the provisions of the Agreement or the Addendum, as the case may be, including any annexures, unless such variation is reduced to writing and signed by the Parties.

8.2 The Agreement / Addendum, save where the contrary is stated, will be subject to and governed by the terms set out under the Agreement / Addendum. In the event of any conflict or inconsistency between the terms of the Agreement / Addendum and the other agreements which may be in place to which this Agreement / Addendum is being read with, then the terms and conditions in so far as the processing of the Personal Information is concerned, as set out under the Agreement / Addendum will take precedence and govern its interpretation, application and construction.

8.3 All notices to be provided in terms of the Agreement or the Addendum, as the case may be, must be sent to RENTTECH SOUTH AFRICA (PTY) LTD Information Officer or Deputy Information Officer by email: d.whitehead@renttechsa.co.za



ANNEXURE “A”

ONWARDS TRANSMISSION NOTE

ONWARDS TRANSMISSION NOTE

We, the Recipient acting on behalf of RENTTECH SOUTH AFRICA (PTY) LTD, have agreed to provide you with the following information, which we have been asked to process by RENTTECH SOUTH AFRICA (PTY) LTD on their behalf in our capacity as a Recipient, as defined under POPIA:

1. DETAILS OF THE DATA SUBJECT AND OWNER OF THE PERSONAL INFORMATION

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.....

2. DETAILS OF THE PERSONAL INFORMATION

.....
.....

3. REASON OR PURPOSE WHY YOU NEED TO PROCESS THE PERSONAL INFORMATION

.....
.....

We have obtained permission from RENTTECH SOUTH AFRICA (PTY) LTD and the Data Subject, as indicated below, to provide you with the abovementioned information, which is provided to you on the terms detailed below.

By accepting and receiving the Personal Information you undertake to comply with and abide by these terms:

4. CONDITIONS AND TERMS OF USE AND IMPLIED CONSENT TO COMPLY

- You will keep the Personal Information private and confidential;
- You may only use the Personal Information for the purpose described above and for no other purpose;



- You will safeguard the Personal Information;
- You will in particular ensure that the Personal Information is kept safe and secure from unlawful or unauthorised access, and you will ensure that the integrity of the information is not compromised or altered in any manner;
- When using the information, you will comply with the processing conditions and provisions set out under a law known as the Protection of Personal Information Act, 4 of 2013, (POPIA);
- You agree to indemnify the Data Subject, RENTTECH SOUTH AFRICA (PTY) LTD and its employees and directors, against all and any damages which may be incurred by them as a result of your non-compliance with the above undertakings.

Furthermore, you acknowledge that RENTTECH SOUTH AFRICA (PTY) LTD and/or the Data Subject may institute legal action against you under the provisions housed under POPIA should you breach the abovementioned terms.

1. Signed by RENTTECH SOUTH AFRICA (PTY) LTD

.....
.....

2. Signed by Data Subject

I, the abovementioned Data Subject agrees to the above onwards transmission of my Personal Information.

.....
.....

3. Signed by Recipient

.....
.....



ANNEXURE “B”

TECHNICAL AND ORGANIZATIONAL MEASURES FOR DATA PROCESSING TO BE IMPLEMENTED BY THE RECIPIENT

1. Physical Access Control

Safeguarding admission / access to processing systems with which processing is carried out against unauthorized parties (e.g. through physical property protection: fence, gatekeeper, personnel barrier, turnstile, door with card reader, camera surveillance, organizational property security, regulation on access authorizations, access registration)

The following technical and organizational measures have been implemented by the Recipient for the processing of Personal Information described in this Agreement / Addendum:

<input type="checkbox"/>	Alarm system
<input type="checkbox"/>	Automatic access control system
<input type="checkbox"/>	Locking system with code lock
<input type="checkbox"/>	Biometric access barriers
<input type="checkbox"/>	Light barriers/motion sensors
<input type="checkbox"/>	Manual locking system including key regulation (key book, key issue)
<input type="checkbox"/>	Visitor logging
<input type="checkbox"/>	Careful selection of security staff
<input type="checkbox"/>	Chip cards/transponder locking systems
<input type="checkbox"/>	Video monitoring of access doors
<input type="checkbox"/>	Safety locks
<input type="checkbox"/>	Personnel screening by gatekeeper/reception
<input type="checkbox"/>	Careful selection of cleaning staff
<input type="checkbox"/>	Obligation to wear employee/guest ID cards

2. Data Access Control / User Control



Prevention of third parties using automatic processing systems with equipment for data transmission (authentication with user and password).

The following technical and organizational measures have been implemented by the Recipient for the processing of Personal Information described in this Agreement / Addendum.

<input type="checkbox"/>	Authentication with username / password (passwords assigned based on the valid password regulations)
<input type="checkbox"/>	Usage of intrusion detection systems
<input type="checkbox"/>	Usage of anti-virus software
<input type="checkbox"/>	Usage of a software firewall
<input type="checkbox"/>	Creation of user profiles
<input type="checkbox"/>	Assignment of user profiles to IT systems
<input type="checkbox"/>	Usage of VPN technology
<input type="checkbox"/>	Encryption of mobile data storage media
<input type="checkbox"/>	Encryption of data storage media in laptops
<input type="checkbox"/>	Usage of central smartphone administration software (e.g. for the external erasure of data)

3. Data Usage Control / Data Storage Media Control / Memory Control



Prevention of unauthorized reading, copying, changing or erasure of data storage media (data storage media control), Prevention of unauthorized entry of Personal Information and unauthorized access to it, changing and deleting saved Personal Information (memory control).

Ensuring that the parties authorized to use an automated processing system only have access to the Personal Information appropriate for their access authorization (e.g. through authorization concepts, passwords, regulations for leaving the company and for moving employees to other departments.) (data usage control).

The following technical and organizational measures have been implemented by the Recipient for the processing of Personal Information described in this Agreement / Addendum:

<input type="checkbox"/>	Roles and authorizations based on a <i>“need to know principle”</i>
<input type="checkbox"/>	Number of administrators reduced to only the “essentials”
<input type="checkbox"/>	Logging of access to applications, in particular the entry, change and erasure of data
<input type="checkbox"/>	Physical erasure of data storage media before reuse
<input type="checkbox"/>	Use of shredders or service providers
<input type="checkbox"/>	Administration of rights by defined system administrators
<input type="checkbox"/>	Password guidelines, incl. password length and changing passwords
<input type="checkbox"/>	Secure storage of data storage media
<input type="checkbox"/>	Proper destruction of data storage media (DIN 66399)
<input type="checkbox"/>	Logging of destruction



4. Transfer Control / Transportation Control

Ensuring that the confidentiality and integrity of data is protected during the transfer of Personal Information and the transportation of data storage media (e.g. through powerful encryption of data transmissions, closed envelopes used in mailings, encrypted saving on data storage media).

The following technical and organizational measures have been implemented by the Recipient for the processing of Personal Information described in this Agreement / Addendum:

<input type="checkbox"/>	Establishment of dedicated lines or VPN tunnels
<input type="checkbox"/>	Encrypted data transmission on the Internet (such as HTTPS, SFTP, etc.)
<input type="checkbox"/>	E-mail encryption
<input type="checkbox"/>	Documentation of the recipients of data and time frames of planned transmission or agreed erasure deadlines
<input type="checkbox"/>	In case of physical transportation: careful selection of transportation personnel and vehicles
<input type="checkbox"/>	Transmission of data in an anonymized or pseudonymized form
<input type="checkbox"/>	In case of physical transportation: secure containers/packaging



5. Entry Control / Transmission Control

Ensuring that it is possible to subsequently review and establish which Personal Information has been entered or changed at what time and by whom in automated processing systems, for instance through logging (entry control).

Depending on the system, ensuring that it is possible to review and determine to which offices / locations Personal Information has been transmitted or provided using equipment for data transmission, or to which offices/locations it could be transmitted (transmission control).

The following technical and organizational measures have been implemented by the Recipient for the processing of Personal Information described in this Agreement / Addendum:

<input type="checkbox"/>	Logging of the entry, change and erasure of data
<input type="checkbox"/>	Traceability of the entry, change and erasure of data through unique usernames (not user groups)
<input type="checkbox"/>	Assignment of rights for the entry, change and erasure of data based on an authorization concept
<input type="checkbox"/>	Creating an overview showing which data can be entered, changed and deleted with which applications
<input type="checkbox"/>	Maintaining forms from which data is taken over in automated processing



6. Availability Control / Restoration / Reliability / Data Integrity

Ensuring that systems used can be restored in case of a disruption (restorability).

Ensuring that all system functions are available and that any malfunctions are reported (reliability).

Ensuring that saved Personal Information cannot be damaged through system malfunctions (data integrity).

Ensuring that Personal Information is protected from accidental destruction or loss (availability control), e.g. by implementing appropriate back-up and disaster recovery concepts.

The following technical and organizational measures have been implemented by the Recipient for the processing of Personal Information described in this Agreement / Addendum:

<input type="checkbox"/>	Uninterruptible Power Supply (UPS)
<input type="checkbox"/>	Devices for monitoring temperature and moisture in server rooms
<input type="checkbox"/>	Fire and smoke detector systems
<input type="checkbox"/>	Alarms for unauthorized access to server rooms
<input type="checkbox"/>	Tests of data restorability
<input type="checkbox"/>	Storing data back-ups in a separate and secure location
<input type="checkbox"/>	In flood areas the server is located above the possible flood level
<input type="checkbox"/>	Air conditioning units in server rooms
<input type="checkbox"/>	Protected outlet strips in server rooms
<input type="checkbox"/>	Fire extinguishers in server rooms
<input type="checkbox"/>	Creating a back-up and recovery concept
<input type="checkbox"/>	Creating an emergency plan



7. Separation Control / Separability

Ensuring that data processed for different purposes can be processed separately (for instance through logical separation of customer data, specialized access controls (authorization concept), separating testing and production data).

The following technical and organizational measures have been implemented by the Recipient for the processing of Personal Information described in this Agreement / Addendum:

<input type="checkbox"/>	Physically separated storing on separate systems or data storage media
<input type="checkbox"/>	Including purpose attributions/data fields in data sets
<input type="checkbox"/>	Establishing database rights
<input type="checkbox"/>	Logical Client separation (software-based)
<input type="checkbox"/>	For pseudonymized data: separation of mapping file and storage on a separate, secured IT system
<input type="checkbox"/>	Separation of production and testing systems



8. List of sub-Recipients

If sub-processors are hired (for instance for hosting, providing computing centre space, operating software used to process Personal Information, etc.) for the processing of Personal Information the implementation of technical and organizational measures by the respective sub-Recipient must be regulated through appropriate contract data processing agreements.

The following sub Recipients have been hired:

<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:
<input type="checkbox"/>	Name:

Please attach sub-Recipient Agreements



ANNEXURE “C”

Details of Personal Information for Processing.

To be completed by RENTTECH where applicable

The Recipient may Process Personal Information as follows:

DETAILS OF THE PROCESSING

Data Subjects

The Personal Information Processed concern the following Data Subjects:

[Please insert a list of the categories of Data Subjects.]

Purpose of Processing

[Please insert the purpose for Processing the Personal Information.]

Categories of data

The Personal Information transferred concern the following categories of data:

[Please insert a list of the categories of data which will be Processed.]

Details of the Data Subject’s Special Personal Information:

[Please insert a list of the Special Personal Information which will be transferred, this includes information relating to a person’s race, religion, alleged criminal behaviour. Please note that special Personal Information has to be processed with the data subject’s express consent.]



