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DATA PROCESSING AGREEMENT

1. DEFINITIONS

1.1 Capitalized terms used in this Agreement shall have the meanings as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA") and cognate expressions shall have the corresponding meanings:

1.1.1 "Agreement" means this Data Processing Agreement entered into between the Client and Auto Possible (PTY) LTD;

1.1.2 "Data Subject" means the person to whom Personal Information relates;

1.1.3 "Operator" means a person who Processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that party;

1.1.4 "Party" means, depending on the context, either the Client or Auto Possible (PTY) LTD and Parties shall have the corresponding meaning;

1.1.5 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

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

1.1.5.2 information relating to the education or the medical, financial, criminal or employment history of the person;

1.1.5.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, on-line identifier or other particular assignment to the person;

1.1.5.4 the biometric information of the person;

1.1.5.5 the personal opinions, views or preferences of the person;

1.1.5.6 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;

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

1.1.5.8 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;

1.1.6 "Processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information including:

1.1.6.1 the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;

1.1.6.2 dissemination by means of transmission, distribution or making available in any other form; or

1.1.6.3 merging, linking, as well as restriction, degradation, erasure or destruction of information, and "Process", "Processed" shall have the corresponding meanings;

1.1.7 "Responsible Party" means a public or private or any other person which, alone or in conjunction with others, determines the purpose of and means for Processing Personal Information;

1.1.8 "Services" means the services Auto Possible (PTY) LTD renders to the Client; and

1.1.9 "Service Agreement" means the agreement already entered into between Auto Possible (PTY) LTD and the Client which governs the use of Service.

2. GENERAL

2.1 The Parties acknowledge that Auto Possible (PTY) LTD renders Services to the Client in terms of the Service Agreement entered into between the Parties.

2.2 As a result of the Services being provided, Auto Possible (PTY) LTD is acting in its capacity as an Operator and will have access to or the sharing of Personal Information of the Client, acting in its capacity as the Responsible Party, as contemplated under POPIA.

2.3 Should any court hold that any provision/s herein be unenforceable, then such provision/s shall be deemed to be severed herefrom and the remaining provision/s shall be enforceable.


3. DATA PROTECTION REQUIREMENTS AND UNDERTAKINGS

3.1 Auto Possible (PTY) LTD is obliged to comply with all the requirements relating to Operators as prescribed by POPIA.

3.2 The Client hereby consents that Auto Possible (PTY) LTD may Process the Client's Personal Information (including Processing outside of the borders of South Africa) for the purpose of providing Services.

3.3 The Client warrants that it shall be responsible for ensuring that it obtains the explicit consent of all Data Subjects whose data and/or Personal Information is provided to Auto Possible (PTY) LTD as part of the Services, prior to such information being provided to Auto Possible (PTY) LTD. The Client further warrants that the Personal information and/or data is accurate, complete and correct.

3.4 Auto Possible (PTY) LTD may not Process any Personal Information for any purpose other than as specified in terms of this Agreement unless otherwise mutually agreed to between the Parties, and confirmed in writing.

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3.5 The Client and/or Data Subject will retain all rights and ownership to the Personal Information unless otherwise mutually agreed to between the Parties in writing.

3.6 Auto Possible (PTY) LTD undertakes to secure the integrity and confidentiality of the Personal Information of the Data Subject's, which is loaded onto Auto Possible (PTY) LTD system by the Client by appropriate, reasonable technical safeguards against any unlawful access or authorized use of such Personal Information stored on the Auto Possible system, including but not limited to:

- 3.6.1 identify all reasonably foreseeable internal and external risks to such Personal Information;
- 3.6.2 establish and maintain appropriate safeguards against such risks;
- 3.6.3 regularly verify that the safeguards are effectively implemented, and;
- 3.6.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

4. AUDIT

4.1 Subject to 1 month's calendar notice and the applicable confidentiality undertakings, the Client shall be entitled to:

- 4.1.1 at the Client's own cost, appoint an independent audit firm to perform an audit on Auto Possible (PTY) LTD's compliance, privacy practices and controls relating to its compliance in terms of this Agreement; and
- 4.1.2 Such audit will be limited to Auto Possible (PTY) LTD's systems, controls and practices that store and/or Process the Client's Personal Information.

4.2 Auto Possible (PTY) LTD agrees to cooperate in the event of an audit and provide reasonable assistance to access the required information. Any such audit will not interfere with Auto Possible (PTY) LTD's normal business operations.

5. DATA BREACH

5.1 Auto Possible (PTY) LTD will immediately, upon it becoming aware, inform the Client in writing in the event any Personal Information it has access to is compromised.

5.2 In the event of a data breach, Auto Possible (PTY) LTD will provide the Client with a report detailing the full extent and cause of the data breach and mitigating actions taken and not later than 78 hours following a request from the Client.

6. DATA RETENTION AND DESTRUCTION

6.1 Auto Possible (PTY) LTD and the Client will maintain records of all transactions, instructions and other requests in terms hereof, in particular, of the audit trail, for a period of 7 (seven) years from the date upon which Auto Possible (PTY) LTD receives instructions from the Client, whereafter such record will be discarded by Auto Possible (PTY) LTD, unless agreed otherwise agreed between the Parties in writing.

6.2 Auto Possible (PTY) LTD will not retain any copies of any Personal Information unless required or permitted to do so by law.

6.3 Unless agreed otherwise in writing, upon termination of the Service Agreement, Auto Possible (PTY) LTD shall permanently destroy, discard or return all Personal Information belonging to the Client within 30 days from the date of termination of the Service Agreement.

7. BREACH

7.1 Notwithstanding anything to the contrary contained elsewhere in this Agreement, any demand, claim or action arising against Auto Possible (PTY) LTD in connection with this Agreement (whether arising out of contract or delict) shall be limited to claims for direct damages only up to a maximum aggregate value equal to the fees and charges paid by the Client in the 12 (twelve) month period preceding the cause of action. Auto Possible (PTY) LTD shall not be liable for any special, indirect or consequential damages of any nature whatsoever.

8. EXECUTION

8.1 The acceptance box below shall be evidence of consent to be legally bound by this Agreement. The Parties agree to not contest the admissibility or enforceability of this Agreement in any proceeding arising out of the terms and conditions of this Agreement. By ticking the box below, this Agreement shall fully satisfy any requirement that this Agreement be in writing.

8.2 A scanned or electronically reproduced copy or image of this Agreement will be deemed as an original and may be submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof, notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

8.3 The persons accepting this Agreement in a representative capacity, by their signatures hereto warrant their authority to do so.