



**REX TRUEFORM**  
GROUP LIMITED

**REX TRUEFORM GROUP LIMITED**

**DATA PROCESSING POLICY**

## 1. INTRODUCTION

- 1.1. Rex Trueform Group Limited (Registration Number: 1937/009839/06) and its wholly-owned subsidiaries (“**the Company**”) protects the integrity of all information housed by the Company and is sensitive to the issues regarding privacy of information.
- 1.2. The Company is committed to conducting its operations in an ethical manner and in compliance with all applicable laws and industry policy directives and guidelines. To be able to successfully ensure this, it is vital that all entities doing business with the Company ascribe to the same standards. Accordingly, the Company has set out, in this Data Processing Policy, obligations that need to be adhered to when an entity requests and uses information from, or supplies information to the Company.
- 1.3. This Data Processing Policy may be updated from time to time to reflect any amendments made to applicable Laws or association/industry policy directives and guidelines.

## 2. PURPOSE OF POLICY

The purpose of this Data Processing Policy is to inform data subjects about how the Company Processes their Personal Information by, *inter alia*, collecting or collating, receiving, recording, storing, updating, distributing, erasing or destroying, disclosing and/or generally using the data subject's Personal Information.

To outline obligations for protecting the integrity and confidentiality of information that is transmitted to and from the Company's systems, as required by applicable laws or associated industry policy, directives and guidelines.

## 3. SCOPE OF APPLICATION

- 3.1. This policy is applicable to all entities who:
  - a) procure and/or use and/or process information from the Company and who;
  - b) supplies information to the Company,such parties referred to hereafter as an “**Associated Party**”.

3.2. The terms of this policy shall be deemed to form part of the Associated Party's contract with the Company as if specifically incorporated therein. A breach of any obligation herein shall therefore be regarded as a breach of the contract concluded with the Company and managed accordingly.

#### 4. **DEFINITIONS**

For purposes of this policy, capitalised terms shall have the meanings ascribed to them below –

4.1. **“Company”** shall mean Rex Trueform Group Limited (Registration Number 1937/009839/06) and its wholly-owned subsidiaries (as defined in the Companies Act 2008), (including, divisions, segments, and business units), but specifically excludes subsidiaries, where such entity is only a subsidiary as a result of a partial investment by Rex Trueform Group;

4.2. **“Laws”** shall mean all laws, regulations, by-laws, rules, directives, guidelines, circulars, orders and other requirements of any government or any government agency, body or authority, including any regulator or court; and

4.3. **“POPI”** shall mean the Protection of Personal Information Act 4 of 2013.

#### 5. **COLLECTING PERSONAL INFORMATION**

The Company will always collect Personal Information in a fair, lawful and reasonable manner to ensure that it protects the data subject's privacy and will process the personal Information based on lawful grounds in a manner that does not adversely affect the data subject in question.

#### 6. **LAWFUL PROCESSING OF PERSONAL INFORMATION**

The Company will generally only Process a Data Subject's Personal Information where:

- Consent of the Data Subject is obtained;
- Processing is necessary to carry out the actions for conclusion of a contract to which a Data Subject is party;

- Processing complies with an obligation imposed by law on the Company;
- Processing protects a legitimate interest of the Data Subject; and/or
- Processing is necessary for pursuing the legitimate interests of the Company or of a Third Party to whom the Personal Information is supplied.

## 7. **COMPLIANCE WITH LAWS AND ASSOCIATED BODIES**

In its dealings with the Company, the Associated Party shall at all times comply with the requirements for the receipt, compilation and reporting of information as prescribed by POPI and other applicable Laws and associated bodies.

## 8. **SECURITY**

- 8.1. The Associated Party shall ensure that all persons accessing the Company's services on its behalf have been duly authorized by the Associated Party to do so.
- 8.2. The Associated Party shall immediately notify the Company in writing of any breach or attempted breach of security of which the Associated Party may become aware or ought to have become aware of and the Associated Party shall take reasonable steps to prevent a recurrence thereof and to mitigate the effects of such breach. The Company shall be entitled to fully investigate such breach or attempted breach and the Associated Party shall give the Company its full co-operation with such investigation.
- 8.3. The Associated Party shall install, implement and maintain the necessary software and IT security systems to ensure that no destructive elements are introduced into the Company's data. Destructive Elements means code that –
- a. is intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Company's software, hardware, computer systems or networks, or any other associate hardware, software, firmware, computer system or network used in relation to the Company's services; or
  - b. would disable the Company's software, hardware, computer systems or network or impair in any way their operation based on the elapsing of a

period of time, exceeding the authorised number of copies, advancement to particular date or numeral; or

- c. would permit an unauthorised person to access the Company's software, hardware, computer systems or network of and/or of third parties to cause a disruption, disablement, harm or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning; or that can cause damage to data, storage media, programs, equipment or communications, or otherwise interfere with the operations thereof.

## 9. **CONSENTS**

The Associated Party –

- 9.1. shall ensure that prior to submitting to and/or requesting any information from the Company it shall have validly obtained all consents (whether from natural or juristic persons – as applicable) that may be required in terms of any other applicable Laws to submit, request and/or receive such information; and
- 9.2. shall retain and store all consents obtained and be able to make same available to the Company without delay if ever requested.

## 10. **SUBMISSION OF DATA TO THE COMPANY**

- 10.1. The Associated Party shall ensure that any information requested from or submitted to the Company, whether directly or indirectly -
  - i. shall contain, in relation to a natural person, the minimum criteria as set out in POPI; and
  - ii. shall contain, in relation to a juristic person, the juristic person's registered and trading name; registration number, registered address, physical and postal address.

- 10.2. When submitting any information to the Company, whether directly or indirectly, the Applicable Party shall –
- i. be lawfully entitled to submit such information to the Company;
  - ii. ensure that all information reported to the Company is accurate, up-to-date, relevant, complete, valid and not duplicated; and
  - iii. submit only information which falls in the permitted categories set out in POPI.

## 11. **USE OF INFORMATION**

11.1. All information provided by the Company shall:

- i. be used by the Associated Party solely and exclusively for a purpose permitted in terms of POPI. The Associated Party shall not, whether directly or indirectly, sell or use any such information for any commercial purpose; and
- ii. be for the Associated Party's exclusive one-time use, which usage shall be strictly related to the lawful purpose for which the service is intended or for which the information was originally requested.

## 12. **INFORMATION REQUESTED IN RESPECT OF JURISTIC PERSONS AND THEIR PRINCIPALS**

The Associated Party acknowledges that in the event that it requests information in relation to any juristic person/s, the relevant disclosure to be provided to it may contain information relating to that juristic person's directors, senior leadership and/or key stakeholders in the business ("**Principals**"). The Associated Party shall be:

- (i) fully authorised, as required by all applicable Laws, to obtain the information in respect of the Principals; and
- (ii) in the event that it requests information relating to both juristic persons and their Principals, shall furthermore have obtained all required consents for obtaining and having sight of information regarding the Principals.