

SCHEDULE 1.3

DATA PROTECTION & PRIVACY SCHEDULE

INCORPORATING

**CONSENT TO PROCESSING PERSONAL INFORMATION IN TERMS OF
THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013**

IN RELATION TO

COURIER & LOGISTICS AGREEMENT(S)

RAM HAND-TO-HAND COURIERS™



TABLE OF CONTENTS

1 INTRODUCTION 1

2 ACKNOWLEDGMENT & CONSENT..... 1

 2.1 GENERAL1

 2.2 APPOINTMENT1

3 PROCESSING OF PERSONAL INFORMATION 1

 3.1 USE OF PERSONAL INFORMATION.....1

 3.2 ACCURACY OF INFORMATION & ONUS.....2

 3.3 SHARING OF INFORMATION.....2

 3.4 STORAGE, RETENTION & DESTRUCTION OF INFORMATION3

 3.5 DATA PROTECTION.....3

 3.6 RIGHT TO OBJECT4

 3.7 ACCESS TO INFORMATION4

 3.8 COMPLAINTS.....4

4 DECLARATION & INFORMED CONSENT 5

5 CLIENT AGREEMENTS WITH CUSTOMER / DATA SUBJECTS..... 5

6 LOSS, THEFT OR DESTRUCTION OF SHIPMENTS 5

7 SECURITY BREACH 6

8 LIMITATION OF LIABILITY 6

 8.1 GENERAL6

 8.2 CYBER INCIDENT OR SECURITY BREACH LIMITATION OF LIABILITY6

9 WARRANTY 7

10 PROTECTION OF RAM’S PERSONAL INFORMATION 7

1 ANNEXURE 1 – NOTIFICATION OF A SECURITY COMPROMISE IN TERMS OF SECTION 22 OF POPIA..... 9

2 ANNEXURE 2 - CONFIDENTIAL “WITHOUT PREJUDICE” INCIDENT / POPIA REPORT 11

3 ANNEXURE 3 - SPECIMEN WORDING FOR CLIENT’S CONTRACT WITH THEIR CUSTOMER 12

 3.1 *PERSONAL INFORMATION*12

 3.2 *POPIA CONSENT*.....12

I. SECTION 1 – INTRODUCTION

1 INTRODUCTION

- 1.1 RAM, its Subsidiaries and Affiliates (“**RAM**”) provide a range of logistics Services, including Courier & Express Parcel Services, Logistics Services, Supply Chain Solution Services, Insurance Intermediary Services and Security & Risk Services.
- 1.2 Client has engaged RAM to provide the Services and RAM has accepted this engagement on the terms and conditions set out in the Master Logistics Agreement (“**MLA**”), together with its schedules, annexures, and any subsequent Service Level Agreements (“**SLA’s**”) (collectively referred to as the “**AGREEMENT**”).
- 1.3 The terms and conditions contained in this DP&P Schedule are –
- 1.3.1 to be read in conjunction with the Agreement;
- 1.3.2 deemed incorporated in the Agreement, notwithstanding the fact that that these terms and conditions are not specifically set out in the Agreement.
- 1.4 All references to the DP&P Schedule in this Agreement shall include the [INTERPRETATION SCHEDULE](#), which is incorporated by reference.

II. SECTION 2 – DP&P TERMS & CONDITIONS

2 ACKNOWLEDGMENT & CONSENT

2.1 GENERAL

- 2.1.1 In order for RAM to provide the Services to Client in accordance with the Agreement to which this DP&P SCHEDULE is attached, Client will provide RAM with PERSONAL INFORMATION pertaining to DATA SUBJECTS.
- 2.1.2 The provision of the Services by RAM include the collection, transport and delivery of Client’s Shipments to DATA SUBJECTS which by nature requires RAM to process PERSONAL INFORMATION including DATA SUBJECT’S Name, Physical Address, Geolocation, Telephone Numbers, email Addresses and in certain circumstances Identity Numbers.
- 2.1.3 By signing this DP&P SCHEDULE, Client hereby acknowledges and agrees that Client and the DATA SUBJECT are fully aware of their rights in terms of POPIA.
- 2.1.4 Client likewise agrees and consents to the following below.

2.2 APPOINTMENT

- 2.2.1 Subject to this DP&P SCHEDULE, Client, as the RESPONSIBLE PARTY, hereby appoints RAM, as the OPERATOR, to provide the Services to Client.
- 2.2.2 In providing the Services to Client, RAM will Process PERSONAL INFORMATION belonging to DATA SUBJECTS.
- 2.2.3 The Parties hereby confirm that each Party will comply with their obligations in terms of POPIA, with regard to the appointment as set out in 2.2.1 and 2.2.2 and this DP&P SCHEDULE.

3 PROCESSING OF PERSONAL INFORMATION

3.1 USE OF PERSONAL INFORMATION

- 3.1.1 During the course of engagements with Client, RAM will be required to collect, process and store the DATA SUBJECTS PERSONAL INFORMATION, as well as SPECIAL PERSONAL INFORMATION.
- 3.1.2 RAM will Process the DATA SUBJECTS PERSONAL INFORMATION and SPECIAL PERSONAL INFORMATION only in accordance with the conditions of lawful Processing as set out in terms of POPIA.
- 3.1.3 The DATA SUBJECTS understand their right to privacy and the right to have their PERSONAL INFORMATION Processed in accordance with the conditions for the lawful Processing of PERSONAL INFORMATION and Client on behalf of the DATA SUBJECTS hereby confirm that the DATA SUBJECTS have provided their consent to RAM to Process their PERSONAL INFORMATION in accordance with 3.1.2.
- 3.1.4 In order for RAM to engage with and/or enter into a business relationship with Client, RAM needs to Process and/or Further Process the DATA SUBJECTS PERSONAL INFORMATION, which PERSONAL INFORMATION will be used for a number of legitimate purposes, including, but not limited to, the following -
- 3.1.4.1 compliance with laws and internal procedures;
- 3.1.4.2 tendering and related procurement and supply chain management procedures;
- 3.1.4.3 for the purposes of protecting Client, the DATA SUBJECTS, a third party and/or RAM’s legitimate interest(s);



- 3.1.4.4 for the purposes of the performance of risk assessments and risk profiling;
- 3.1.4.5 for the purposes of Client appointing RAM as a service provider;
- 3.1.4.6 for the purposes of carrying out the required actions for the conclusion of a contract as between RAM and Client including the drafting and/or vetting of the related procurement and contractual documents;
- 3.1.4.7 where required by law or policy, receiving from or providing to any regulator, the national treasury, any credit bureau, credit provider or credit association, PERSONAL INFORMATION about Client's criminal history, civil judgements, credit records or default history;
- 3.1.4.8 for the purposes of making contact with Client and/or the DATA SUBJECTS and attending to Client's enquiries and requests;
- 3.1.4.9 for the purposes of RAM attending to the Services including the collection, transport and delivery of Client's Shipments to DATA SUBJECTS which by nature requires RAM to process PERSONAL INFORMATION including Data Subject's Name, Physical Address, Geolocation, Telephone Numbers, email Addresses and in certain circumstances Identity Numbers; and
- 3.1.4.10 for the purpose of preventing fraud and abuse of RAM's processes, systems, procedures and operations, including conducting internal and external investigations and enquiries and hearings and where applicable for the purposes of pursuing legal processes and procedures.
- 3.1.5 The DATA SUBJECTS PERSONAL INFORMATION is supplied voluntarily, without undue influence and/or duress from either Party.
- 3.1.6 Should Client refuse to provide RAM with the DATA SUBJECTS PERSONAL INFORMATION, which information is required by RAM for the purposes indicated above, together with the required and requisite Consent to Process the aforementioned PERSONAL INFORMATION, then RAM will be unable to engage with Client and/or enter into any subsequent relationship with Client.
- 3.1.7 The DATA SUBJECTS has the right to revoke the Consent given in terms of this DP&P SCHEDULE at any time. This revocation must be in writing and addressed to Client, whereafter Client is to notify RAM's Information Officer.
- 3.1.8 Client understands that such an action would require RAM to review the impact that such revocation may have on the business relationship. Withdrawal of Consent is not retroactive and will not affect use of the DATA SUBJECTS PERSONAL INFORMATION already made.
- 3.1.9 Client acknowledges that all the DATA SUBJECTS PERSONAL INFORMATION provided will only be used for the purposes for which it is collected. Should RAM require to Process such PERSONAL INFORMATION for other purposes, the DATA SUBJECTS prior Consent will be requested.
- 3.2 **ACCURACY OF INFORMATION & ONUS**
- 3.2.1 POPIA requires that all PERSONAL INFORMATION and related details supplied, are complete, accurate and up to date. Client declares that all the DATA SUBJECTS PERSONAL INFORMATION, supplied to RAM, is accurate, up to date, not misleading and that it is complete in all respects.
- 3.2.2 Whilst RAM will always use its best endeavours to ensure that the DATA SUBJECTS PERSONAL INFORMATION is reliable, it remains the responsibility of Client to advise RAM of any changes thereto. Client therefore agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the information, failing which RAM will not be liable for any inaccuracies. As such, Client undertakes to keep the DATA SUBJECTS PERSONAL INFORMATION updated.
- 3.3 **SHARING OF INFORMATION**
- 3.3.1 PERSONAL INFORMATION will be made available to employees who require such PERSONAL INFORMATION for their functions within RAM. All employees who have access to PERSONAL INFORMATION have been made aware of the sensitive nature thereof.
- 3.3.2 RAM may from time to time have to disclose the DATA SUBJECTS PERSONAL INFORMATION to other parties, including the companies within the RAM Group, trading partners, auditors, regulatory bodies and /or governmental officials, or overseas trading parties or agents, but such disclosure will always be subject to an agreement which will be concluded between RAM and the party to whom it is disclosing the DATA SUBJECTS PERSONAL INFORMATION to, which obliges the recipient to comply with strict confidentiality and data security conditions.
- 3.3.3 RAM has the right to cede any or all of its rights or to delegate any or all of its obligations it may have arising



out this DP&P SCHEDULE for, *inter alia*, the following purposes -

- 3.3.3.1 to obtain finance;
- 3.3.3.2 the sale of its business or part thereof; or
- 3.3.3.3 to give effect to the rights of RAM.

3.4 **STORAGE, RETENTION & DESTRUCTION OF INFORMATION**

- 3.4.1 RAM has an obligation to retain certain documentation in terms various legislation including the Applicable Laws.
- 3.4.2 All the DATA SUBJECTS PERSONAL INFORMATION which Client provides to RAM will be held and/or stored securely.
- 3.4.3 The DATA SUBJECT'S PERSONAL INFORMATION may be stored electronically and as such may be accessible to employees within the RAM Group.
- 3.4.4 Where appropriate, some information may be retained in hard copy. In either event, storage will be secure.
- 3.4.5 Where data is stored electronically outside the borders of South Africa, this is done only in countries that have similar privacy laws or where such facilities are bound contractually to no lesser regulations than those imposed by POPIA.
- 3.4.6 RAM will take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of the DATA SUBJECTS PERSONAL INFORMATION, as well as the unlawful access to or Processing of the DATA SUBJECTS PERSONAL INFORMATION.
- 3.4.7 Once the DATA SUBJECTS PERSONAL INFORMATION is no longer required, such Personal Information will be safely and securely archived, in accordance with the requirements of Applicable Laws.
- 3.4.8 Accordingly, it is recorded and agreed that there shall be no expectation by Client or any obligation imposed on RAM to purge, remove, delete or destroy such PERSONAL INFORMATION on the termination of the Agreement or this DP&P SCHEDULE.
- 3.4.9 Thereafter, subject to the Applicable Laws, the DATA SUBJECTS PERSONAL INFORMATION may at RAM's discretion be permanently destroyed.

3.5 **DATA PROTECTION**

- 3.5.1 RAM will ensure that adequate levels of protection mechanisms are in place and will take appropriate technical, physical and organisational security measures designed to protect against unauthorised access, or unlawful processing of the PERSONAL INFORMATION against accidental or unlawful destruction, or loss, or damage to the PERSONAL INFORMATION and shall Process such PERSONAL INFORMATION and/or SPECIAL PERSONAL INFORMATION only in connection with the performance of its Services as set out in the Agreement and in this DP&P SCHEDULE.
- 3.5.2 The technical and organisational security measures RAM will implement will include, as a minimum standard of protection–
 - 3.5.2.1 information security management systems;
 - 3.5.2.2 physical security;
 - 3.5.2.3 access control;
 - 3.5.2.4 security and privacy enhancing technologies;
 - 3.5.2.5 awareness;
 - 3.5.2.6 training and security checks in relation to RAM's personnel;
 - 3.5.2.7 incident and response management;
 - 3.5.2.8 business continuity;
 - 3.5.2.9 audit controls; and
 - 3.5.2.10 due diligence.
- 3.5.3 RAM will –
 - 3.5.3.1 ensure that it has all appropriate technical and organisational measures in place that are acceptable to Client, to ensure and protect the PERSONAL INFORMATION of the DATA SUBJECTS accessed or Processed by RAM, against unauthorised or unlawful Processing or loss or destruction or damage to PERSONAL



INFORMATION;

- 3.5.3.2 take all reasonable steps to ensure the reliability of its personnel that will have access to the PERSONAL INFORMATION processed as part of the Services; and
- 3.5.3.3 establish and maintain security measures to secure the integrity and confidentiality of any PERSONAL INFORMATION that it processes for Client.

3.6 RIGHT TO OBJECT

- 3.6.1 In terms of section 11(3) of POPIA, the DATA SUBJECT has the right to object in the prescribed manner to Client and RAM Processing its PERSONAL INFORMATION. On receipt of the objection from Client, RAM will place a hold on any further Processing until the cause of the objection has been resolved. If the DATA SUBJECTS is not satisfied with such process, it has the right to lodge a complaint with the Information Regulator via Client.
- 3.6.2 Client acknowledges that should the Data Subject refuse to provide the required Consent and/or information, RAM may be unable to continue with the business relationship, RAM will still have the right in terms of POPIA to Process PERSONAL INFORMATION without the DATA SUBJECTS Consent under any of the following circumstances -
 - 3.6.2.1 where such Processing and use is necessary in order to give effect to a contractual relationship that exists between Client and RAM;
 - 3.6.2.2 where such Processing is required in terms of the law; or
 - 3.6.2.3 where such Processing is necessary to protect the legitimate interests of RAM or a third party.

3.7 ACCESS TO INFORMATION

- 3.7.1 In terms of section 23 of POPIA, as well as section 50 of PAIA, the Data Subject may request in writing that RAM provide the DATA SUBJECT with the details of his/her PERSONAL INFORMATION which RAM holds and what RAM has done with such PERSONAL INFORMATION.
- 3.7.2 Client is to advise the DATA SUBJECTS that such request must be sent to Client by the DATA SUBJECTS, whereafter Client will forward such request to RAM.
- 3.7.3 The request from Client on behalf of the Data Subject is to be sent to RAM's Information Officer together with the DATA SUBJECTS proof of identity, the details of which Information Officer are as follows –

RAM INFORMATION OFFICER	ALAN DA COSTA
PHYSICAL ADDRESS	27 WRENCH ROAD, ISANDO, GAUTENG, 1609
TELEPHONE	+27 11 977 5000
EMAIL	information.officer@ram.co.za

- 3.7.4 Should RAM receive any request from the DATA SUBJECTS pertaining to the DATA SUBJECTS PERSONAL INFORMATION or any other request relating to Client's obligations under POPIA, RAM will –
 - 3.7.4.1 immediately notify Client; and
 - 3.7.4.2 provide full co-operation and assistance to Client in relation to any such request including, without limitation, providing Client with –
 - 3.7.4.2.1 full details of any such request;
 - 3.7.4.2.2 any PERSONAL INFORMATION it holds in relation to the DATA SUBJECTS in a form specified by Client within ten (10) days of receipt of the request from the Data Subject or as otherwise stipulated by Client or as set out in POPIA.

3.8 COMPLAINTS

- 3.8.1 Client and/or the DATA SUBJECTS have the right to address any complaint to RAM's Information Officer at the contact details provided above if Client and/or the DATA SUBJECTS are not comfortable or satisfied with the manner in which RAM is Processing the DATA SUBJECTS PERSONAL INFORMATION.
- 3.8.2 On receipt of the complaint from Client, RAM will place a hold on any further Processing until the cause of the objection has been resolved. If Client and/or the DATA SUBJECTS are not satisfied with such process, Client and/or the DATA SUBJECTS have the right to lodge a complaint with the Information Regulator.
- 3.8.3 The complaint must be sent to RAM's Information Officer together with the DATA SUBJECTS proof of identity.



- 3.8.4 Should RAM receive any complaint from the DATA SUBJECTS pertaining to the DATA SUBJECTS PERSONAL INFORMATION or any other complaint, RAM will –
- 3.8.4.1 immediately provide Client with full details of any complaint or allegation that it or Client are not complying with POPIA or if it becomes aware of any fact or matter that would mean that it or Client were not complying with POPIA;
- 3.8.4.2 immediately provide Client with full details of any systemic issue relating to RAM’s IT systems or processes that would mean that RAM would not able to comply with POPIA; and
- 3.8.4.3 assist Client in taking any action that Client deems appropriate to deal with such complaint or allegation or non-compliance including without limitation immediately providing Client with any PERSONAL INFORMATION it holds in relation to the DATA SUBJECTS.
- 3.8.5 RAM will not subcontract any of its obligations to Process PERSONAL INFORMATION on behalf of Client or the DATA SUBJECTS to any third party unless –
- 3.8.5.1 RAM has obtained the prior written consent of Client and the DATA SUBJECTS, which consent shall not be unreasonably withheld or delayed; and
- 3.8.5.2 the proposed subcontractor has entered into a contract with the DATA SUBJECTS, substantially on the same terms and conditions contained in this DP&P SCHEDULE.

4 DECLARATION & INFORMED CONSENT

Client acknowledges, agrees and confirms that -

- 4.1 its PERSONAL INFORMATION and the DATA SUBJECTS PERSONAL INFORMATION provided to RAM is accurate, up to-date, not misleading and complete in all respects, save where same may change and then, in such an event, Client undertakes to advise RAM of these changes;
- 4.2 in providing the required PERSONAL INFORMATION to RAM, consents and gives RAM express and informed permission to Process and Further Process its PERSONAL INFORMATION as and when required and acknowledges that it understands the purposes for which the PERSONAL INFORMATION is required and for which it will be used;
- 4.3 by making its PERSONAL INFORMATION available, RAM is not responsible for any loss, whether direct or indirect, that may arise from the use of such PERSONAL INFORMATION;
- 4.4 RAM will not be liable for inaccurate information on its systems as a result of Client’s failure to update its PERSONAL INFORMATION;
- 4.5 it has had an opportunity to read this DP&P SCHEDULE and fully comprehends the terms, conditions and consequences of its consent;
- 4.6 it has had sufficient opportunity to ask questions about this DP&P SCHEDULE, including RAM’s Information Technology Infrastructure and RAM’s reasonable technical and organisational measures in relation to the storage of such PERSONAL INFORMATION and has had these questions, if any, answered to its satisfaction;
- 4.7 Client’s and the DATA SUBJECTS consent to the terms of this DP&P SCHEDULE form is provided of its own free will and without any undue influence from any person whatsoever.

5 CLIENT AGREEMENTS WITH CUSTOMER / DATA SUBJECTS

- 5.1 In light of POPIA and its Regulations, where Client is regarded as a RESPONSIBLE PARTY and RAM the Operator, RAM requires an undertaking from Client that the DATA SUBJECTS, in terms of any Agreements entered into between Client and the DATA SUBJECTS, are aware of and have consented to RAM –
- 5.1.1 acting as an Operator on behalf of Client;
- 5.1.2 possessing PERSONAL INFORMATION of such CUSTOMER for Client.
- 5.2 Specimen clauses relating to such consent are attached in Annexure 3 - Specimen wording for Client’s Contract with their Customer.

6 LOSS, THEFT OR DESTRUCTION OF SHIPMENTS

- 6.1 Regrettably having regard to the criminals operating in South Africa, RAM is hijacked and the subject of Criminal Loss.
- 6.2 On each occasion Shipments that are stolen contain a Shipping Instruction which may contain certain PERSONAL INFORMATION.
- 6.3 In addition, RAM delivers Shipments on behalf of Client directly to their CUSTOMER or Receiver’s homes or



places of work.

- 6.4 Accordingly, in terms of POPIA –
- 6.4.1 RAM as, service provider, is an “**Operator**” providing services on behalf of Client;
- 6.4.2 Client is the RESPONSIBLE PARTY.
- 6.5 The processing of PERSONAL INFORMATION is necessary for RAM as an Operator to carry out actions for the conclusion or performance of a contract to which the DATA SUBJECTS are party.
- 6.6 In order for Client to comply with its obligations as a RESPONSIBLE PARTY in accordance with the provisions of **Section 22 of POPIA (Notification reasonable grounds to believe that the Personal Information of a Data Subject has been accessed or acquired by any unauthorised person)**, if any Shipments in the custody, care and control of RAM being delivered in terms of an Agreement, are hijacked, lost, stolen, or destroyed (“**Incident**”) RAM, shall within a reasonable time after having become aware of the Incident, provide Client with an Incident Report.
- 6.7 The Incident Report referred shall be substantially in the format of the Incident Report attached Annexure 2 - Confidential “Without Prejudice” Incident / POPIA Report or as reasonably directed by Client from time to time.
- 6.8 Transmission of the Report shall constitute final and absolute release of all indemnities, undertakings, obligations and liabilities of RAM in respect of any liability in relation to the relevant Service.
- 6.9 Once the Incident Report has been received by Client, Client should notify the Regulator of the Security Compromise by making use of Annexure 1 – Notification of a Security Compromise in terms of Section 22 of POPI.
- 6.10 Annexure 1 – Notification of a Security Compromise in terms of Section 22 of POPI is used to collect information about Security Breaches that occurred under the control of the RESPONSIBLE PARTY and/or Operator.
- 6.11 Failure to use Annexure 1 – Notification of a Security Compromise in terms of Section 22 of POPI, when notifying a security compromise to the Regulator, may result in the notification being regarded as non-compliant.

7 SECURITY BREACH

Should either Party become aware any Security Breach or Compromise that results in the unauthorised use or access to the Data Subjects Personal Information, such Party will advise the other Party immediately by making use of Annexure 1 – Notification of a Security Compromise in terms of Section 22 of POPI.

8 LIMITATION OF LIABILITY

8.1 GENERAL

- 8.1.1 Notwithstanding anything to the contrary herein contained, neither Party shall be liable to the other Party for any indirect or consequential loss or damage, including loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from a Security Breach or Compromise, negligence or breach of contract.
- 8.1.2 The aggregate liability of either Party towards the other under or in connection with this Agreement, whether arising in contract, delict, statute or otherwise, shall not exceed the AGREEMENT VALUE.

8.2 CYBER INCIDENT OR SECURITY BREACH LIMITATION OF LIABILITY

- 8.2.1 Notwithstanding anything to the contrary in this Agreement (but subject to clause 8.3), each Party's aggregate liability to the other arising out of or in connection with any CYBER INCIDENT or SECURITY BREACH shall not exceed the AGREEMENT VALUE.
- 8.2.2 Neither Party shall be liable to the other for loss of profit, revenue, goodwill, reputational harm, anticipated savings, business opportunity, or other indirect or consequential loss, even if arising from or in connection with a CYBER INCIDENT or SECURITY BREACH.
- 8.2.3 Without limiting clause 8.2.2, the only losses recoverable by either Party in respect of a CYBER INCIDENT or SECURITY BREACH shall be reasonable, evidenced and mitigated direct costs of-
- 8.2.3.1 incident response and forensic investigation;
- 8.2.3.2 containment, remediation and data restoration;



- 8.2.3.3 notifications required by applicable law, including notifications required under section 22 of POPIA; and
- 8.2.3.4 reasonable legal costs directly attributable to the incident,
- in each case to the extent caused by the defaulting Party's breach of its obligations under the Agreement or this DP&P Schedule.
- 8.3 The limitation set out in clause 8.2.1 shall not apply to any CYBER INCIDENT or SECURITY BREACH caused by the GROSS NEGLIGENCE or wilful misconduct of the defaulting Party, in which case the defaulting Party shall be liable for the full amount of all loss and damage proven.
- 8.4 For the avoidance of doubt, the aggregate amount recoverable under this clause shall form part of, and not be in addition to, the aggregate cap set out in clause 8.1.2.

9 WARRANTY

Client agrees and warrants that -

- 9.1 the processing, including the transfer itself, of the PERSONAL INFORMATION has been and will continue to be carried out in accordance with POPIA and does not violate the relevant provisions of POPIA;
- 9.2 it has taken reasonable effort to ensure that the PERSONAL INFORMATION is accurate and complete before providing same to RAM;
- 9.3 it has instructed and throughout the duration of the PERSONAL INFORMATION processing services will instruct RAM to process the PERSONAL INFORMATION transferred on behalf of Client and to abide by POPIA;
- 9.4 after an assessment of the requirements of POPIA, appropriate security measures have been taken to protect PERSONAL INFORMATION against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing, the nature of the data to be protected and the cost of their implementation;
- 9.5 where applicable, to forward any notification received from RAM to the Regulator or the relevant data protection Supervisory Authority in the appropriate circumstances; and
- 9.6 it has obtained the DATA SUBJECTS consent that RAM may process the DATA SUBJECTS PERSONAL INFORMATION, in order for RAM to perform the warehousing, courier, transport and logistic services on behalf of Client.

10 PROTECTION OF RAM'S PERSONAL INFORMATION

- 10.1 Client undertakes to comply with the provisions of POPIA in its dealings with RAM's PERSONAL INFORMATION. In particular, with the provisions of the POPIA insofar as they pertain to -
- 10.1.1 lawful Processing of PERSONAL INFORMATION;
- 10.1.2 rights of RAM;
- 10.1.3 retention and restriction of records;
- 10.1.4 safeguards for the integrity of PERSONAL INFORMATION;
- 10.1.5 notification of Security Breaches or Compromises; and
- 10.1.6 RAM's rights as they relate to direct marketing by means of unsolicited electronic communications. Client specifically agrees not to contact RAM's clients by any means unless RAM has provided prior written consent in respect thereof.
- 10.2 Client must treat all PERSONAL INFORMATION which comes to its knowledge as Confidential Information and not disclose it unless required by law or in the course of the proper performance in terms of this clause.
- 10.3 Client must secure the integrity and confidentiality of PERSONAL INFORMATION of RAM and its clients by taking appropriate, reasonable technical and organizational measures to prevent loss of, damage to or unauthorised destruction of the PERSONAL INFORMATION and unlawful access to or Processing of the PERSONAL INFORMATION. In doing so, Client must take appropriate and reasonable measures to -
- 10.3.1 identify all reasonably foreseeable internal and external risks to PERSONAL INFORMATION in its possession or under its control;
- 10.3.2 establish and maintain appropriate safeguards against the risks identified;
- 10.3.3 regularly verify that the safeguards are effectively implemented; and
- 10.3.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously



implemented safeguards.

- 10.4 Client must notify RAM immediately where there are reasonable grounds to believe that PERSONAL INFORMATION has been accessed or acquired by any unauthorised person.



1 ANNEXURE 1 – NOTIFICATION OF A SECURITY COMPROMISE IN TERMS OF SECTION 22 OF POPIA

NOTIFICATION OF A SECURITY COMPROMISE IN TERMS OF SECTION 22 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)

Note -

1. Attach documents in support of the notification;
2. Complete the form in full as is applicable;
3. If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.

Section A		DETAILS OF RESPONSIBLE PARTY	
Names and Surname / Registered Name of Responsible Party			
Address			
Contact Number(s)			
E-mail Address			
SECTION B		DETAILS OF THE INFORMATION OFFICER	
Full names of Information Officer			
Registration Number of Information Officer			
Contact Number(s)			
E-Mail Address			
SECTION C		DETAILS OF SECURITY COMPROMISE	
Date of incident			
Date incident reported to information Regulator			
Explanation for delay in notification to the Regulator, if applicable			
Kindly tick applicable box -			
Type of Security Compromise	Loss of PERSONAL INFORMATION		
	Damage to PERSONAL INFORMATION		
	Unauthorised destruction of PERSONAL INFORMATION		
	Unlawful access to PERSONAL INFORMATION		
	Unlawful processing of PERSONAL INFORMATION		
	other – if other, please explain –		
Description of Incident			
Kindly tick applicable box -			
	PERSONAL INFORMATION of children		



Type of Personal Information compromised	SPECIAL PERSONAL INFORMATION	
	Unique Identifiers	
	Other	
Number of DATA SUBJECTS Affected		
Method of notification to affected DATA SUBJECTS	Mail to the data subject's last known physical or postal address	
	Sent by e-mail to the Data Subject's last known e-mail address	
	Placed in a prominent position on the website of the RESPONSIBLE PARTY	
	Published in the news media	
Does the notification provide sufficient information to allow the Data Subject to take protective measures against the potential consequences of the compromise including -	A description of the possible consequences of the security compromise	
	a description of the measures that the RESPONSIBLE PARTY intends to take or has taken to address the security compromise	
	A recommendation with regard to the measures to be taken by the Data Subject to mitigate the possible adverse effects of the security compromise	
	If known, the identity of the unauthorised person who may have accessed or acquired the PERSONAL INFORMATION	
Status of the Compromise	Confirmed	
	Alleged	
SECTION D	Description of the measures that the RESPONSIBLE PARTY intends to take or has taken to address the Security Compromise and to protect the Personal Information of the DATA SUBJECTS from further unauthorised access or use	
SECTION E	DECLARATION	
I declare that the information contained herein is true, correct and accurate.		
Signed at _____ on this the _____ day of _____ 20__.		
_____ Signature		
Name		
Designation		



2 ANNEXURE 2 - CONFIDENTIAL "WITHOUT PREJUDICE" INCIDENT / POPIA REPORT

CONFIDENTIAL "WITHOUT PREJUDICE" INCIDENT / KYC / POPIA REPORT			
TO	CLIENT	FROM	RAM LEGAL / RAM SRI / RAM SHE
REF		DATE	
ATTENTION		DATE OF INCIDENT	
E MAIL		NATURE OF INCIDENT	

We regret to inform you that an incident occurred in relation to your SHIPMENT(S) and that there are reasonable grounds to believe that the PERSONAL INFORMATION of a DATA SUBJECT(S) as contemplated in THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT 4 OF 2013) ("POPIA") may have been accessed or acquired by an unauthorised person.

The details relating to your Shipment(s) which were on our vehicle is/are as follows-

TRACKING NUMBER	SERVICE	RECEIVER	SUBURB	HUB ID	SCAN TIME

In order for RAM to open a criminal case with the relevant South African Police Services ("SAPS") station, RAM will be required to provide the SAPS with an original invoice from you, which invoice must set out the contents and value of the Shipment(s) taken in the Incident.

Kindly forward the invoice to RAM immediately and attach this Confidential "Without Prejudice" Incident / KYC / POPIA Report, to such invoice for RAM's ease of reference.

We would like to take this opportunity to apologise for any inconvenience and frustration you have experienced.

We trust the above meets with your approval and thank you for your understanding in this matter.

Yours faithfully,

RAM Transport (South Africa) Proprietary Limited



3 ANNEXURE 3 - SPECIMEN WORDING FOR CLIENT'S CONTRACT WITH THEIR CUSTOMER

3.1 **PERSONAL INFORMATION**

3.1.1 *It is of utmost importance to Client that you, being Client's Customer is put at ease that the privacy of your PERSONAL INFORMATION ("**PERSONAL INFORMATION**") is of great importance to Client.*

3.1.2 *Your attention is hereby drawn to the fact that –*

3.1.2.1 *in order for Client's products, purchased by you, to be delivered to you, Client utilizes the warehousing, courier, logistics and transportation services from RAM;*

3.1.2.2 *Client as a RESPONSIBLE PARTY, undertakes to ensure that all information collected from you and recorded is collected, processed and stored in compliance with the Protection of Personal Information Act 4 of 2013 ("**POPIA**");*

3.1.2.3 *Client will provide your PERSONAL INFORMATION to RAM, in order for RAM, as an Operator in terms of the POPIA, to perform the Services on behalf of Client;*

3.1.3 *RAM will collect, process and store such PERSONAL INFORMATION in accordance with the POPIA.*

3.2 **POPIA Consent**

3.2.1 *You hereby consent to –*

3.2.1.1 *Client providing RAM with your PERSONAL INFORMATION; and*

3.2.1.2 *RAM collecting, processing and storing such PERSONAL INFORMATION, in order for RAM to perform the Services on behalf of Client and you.*

3.2.2 *You supply such PERSONAL INFORMATION to Client and RAM of your own accord and free will.*

3.2.3 *Accordingly, by placing the order and providing such PERSONAL INFORMATION, you hereby consent –*

3.2.3.1 *to providing your PERSONAL INFORMATION to Client and RAM; and*

3.2.3.2 *confirm that the PERSONAL INFORMATION requested from you and recorded, processed and/or stored by Client and RAM is lawfully required for the functioning and business activities of Client and the provision by RAM of the Services to Client and yourself.*