



# Serendipity Toiletries PTY (Ltd)

## POPI ACT AGREEMENT

### AGREEMENT AND CONSENT DECLARATION

*YOU HEREBY DECLARE AND CONFIRM THAT YOU, AS THE COMPANY WHOSE IS PROVING INFORMATION AND HEREINAFTER COLELCTIVELY REFERRES TO AS THE 'CLIENT', DO HEREBY IRREVOCABLY AGREE AND UNDERSTAND THAT ANY/ALL INFORMATION SUPPLIED OR GIVEN TO THE SERVICE PROVIDER, IS DONE SO IN TERMS OF THE BELOW TERMS AND CONDITIONS AND IN TERMS OF THIS AGREEMENT AND CONSENT DECLARATION*

#### 1. INTERPRETATION

1.1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context-

1.1.2 "This Agreement" means the Agreement contained in this document:

1.1.3 "The Company/Service provider" means Serendipity Toiletries PTY (Ltd)

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

1.1.3.2 All internal control systems of the client and the company;

1.1.3.3 Details of the financial structure and any other financial, operationalinformation of the client and the company; and

1.1.3.4 Any arrangement between the client and the company and others withwhom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential.

- 1.1.4 “personal information” means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:
- 1.1.4.1 Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
  - 1.1.4.2 Information relating to the education or the medical, financial, criminal or employment history of the person;
  - 1.1.4.3 Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
  - 1.1.4.4 The biometric information of the person;
  - 1.1.4.5 The personal opinions, views or preferences of the person;
  - 1.1.4.6 Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature of further correspondence that would reveal the contents of the original correspondence;
  - 1.1.4.7 The views or opinions of another individual about the person; and
  - 1.1.4.8 The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.1.5 “the effective date” means the date of the Signature of this Agreement’:
- 1.1.6 “the parties” means the parties as described hereinabove:
- 1.1.7 “divulge” or “make use of” means to reveal, make known, disclose, divulge, make public, release, publicise, broadcast, communicate or correspond or any such other manners of divulging of any information.
- 1.1.8 “processing” means any operation or activity or any set of operations, whether or not by automatic means, concerning person or any information, including but not limited to:

- (a) The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, or use:
- (b) Dissemination by means of transmission, distribution or making available in any other form; or
- (c) Merging, linking as well as restriction, degradation, erasure, or destruction of information.

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

#### **WHEREAS IT IS AGREED THAT**

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulations and only for the purpose of providing the Services set out in the agreement to provide services.

The Company (also called the Service Provider), all the parties to this agreement, the service provider's employees and the client's employees and any subsequent party/parties to this agreement acknowledge and confirm that

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

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

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

By signing hereunder, all parties irrevocable agree to abide by the terms and conditions as set out in this agreement as well as you irrevocable agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by the service provider and such use may include placing such information in the public domain. Further it is specifically agreed that the service provider will use its best endeavours and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided.

It is agreed that such information may be placed in the public domain and by signature hereunder, all parties acknowledges that they have read all of the terms in the policy and that they understand and agreed to be bound by the terms and conditions as set out in the agreement.

It is confirmed that by submitting information to the service provider, irrespective as how such information is submitted, you consent to the collection, collation, processing and storing of such information and the use and disclosure of such information in accordance with this policy.

I \_\_\_\_\_ (full name) acting on behalf of  
\_\_\_\_\_(the Customer/Supplier) as the authorised  
representative, hereby acknowledge and provide consent to Serendipity Toiletries PTY (Ltd) being  
able to collect, hold, organise, store, process, use and administer the personal information of the  
Customer/supplier for the purpose of enforcing the Agreement or purported Agreement,  
including standard Terms and Conditions signed by the Customer/Supplier.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_