**HOFLAND POPI**

**ADDENDUM TO DEFINITIONS ANNEXURE**

**Protection of Personal Information**

The Client / Trust / Individual / Company where applicable consents and authorises HOFLAND INDEPENDENT CONSULTANTS (PTY) LTD to process (collect, store, use, disseminate and disclose) their personal- and special personal information as part of normal business processes and where it is legally required.

The Client / Trust / Individual / Company where applicable further consents to:

HOFLAND INDEPENDENT CONSULTANTS (PTY) LTD further processing throughout HOFLAND INDEPENDENT CONSULTANTS (PTY) LTD where it is legally required or to enable HOFLAND INDEPENDENT CONSULTANTS (PTY) LTD to execute and/or their rights, obligations or actions resulting from this Agreement;

Third party processing where it is legally required or to enable HOFLAND INDEPENDENT CONSULTANTS (PTY) LTD to execute and/or discharge its rights, obligations or actions resulting from this agreement.

The Client / Trust / Individual / Company where applicable may request access to their personal information and request that same is updated or amended.

**Confidentiality and Information Secrecy**

Each Party (“the Receiving Party”) undertakes, during the operation of, and after termination of, this Agreement, to keep confidential all Confidential Information. The Receiving Party agrees to only use the Confidential Information in order to fulfil its roles and responsibilities in terms of this Agreement and to provide the Services and not to disclose or use any Confidential Information for its own or anyone else’s benefit. The Parties may only release Confidential Information to employees and or sub-contractors reasonably requiring such information in order to perform the Services and who are bound by written confidentiality obligations no less stringent than those contained in this Agreement, prior to such release. The Parties will not release or disclose Confidential Information to any other party unless so required by Law.

**Data Protection**

The Parties acknowledge that, they may be exposed to the Data of the other Party’s employees, suppliers, customers, beneficiaries and/or clients, whilst providing the Services.

All Data provided by one party to the other, or to which either Party may be exposed, will constitute Confidential Information and, where applicable, Intellectual Property belonging to the disclosing Party.

The Parties warrant that they will at all times strictly comply with all applicable Laws and with all the provisions and requirements of any of the Parties’ data protection policies and procedures which may be in force from time to time.

Each Party warrants and undertakes that it will not do any of the following: copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of the other Party and or the Data owner (where applicable), and to the extent necessary to provide the Services.

Each Party warrants that it will immediately but not later than 72 hours inform the other in writing, if any Data it has access to is compromised. Each Party undertakes to immediately inform the other in writing as to how it will manage such compromise and what steps will be taken, to rectify the situation.

Each Party warrants that it will ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is: copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise used as part of providing the Services, will at all times be of a minimum standard required by Law and be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.

Each Party warrants that it will not, do anything, or omit to do anything that would cause Data to be transferred to and or stored in a country other than the Republic of South Africa.

**Signature: Client Signature: Advisor**

**Date:**