

POPI ACT AGREEMENT AND CONSENT DECLARATION

You hereby declare and confirm that you, _____ (name) with ID number: _____ is providing information and hereinafter collectively referred to as the “client”, do hereby irrevocably agree and understand that any/all information supplied or given to the company, is done so in terms of the below terms and conditions and in terms of this agreement and consent declaration.

HAZERA SEEDS (PTY) LTD (“THE COMPANY”)

1. INTERPRETATION

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

1.1.1 “This Agreement” means the Agreement contained in this document;

1.1.2 “The Company/Service provider” means Hazera Seeds (Pty) Ltd and includes its affiliated, holding and subsidiary companies;

1.1.3 “Confidential information” includes, but is not limited to:

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 form 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, operational information of the client and the company; and

Hazera

In Israel: Hazera Seeds Ltd.

In The Netherlands: Hazera Seeds B.V.

Hazera Seeds South Africa (Pty.) Ltd.:

PO Box 981, Honeydew, 2040, South Africa

Unit 16, Harbour Park, Schooner Road, Laser Park,
Honeydew, 2170

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1.1.3.4 any arrangements between the client and the company and others with whom 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 and includes but is not limited to:

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

1.1.4.2 the biometric information of the person;

1.1.4.3 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: and

1.1.4.4 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 parties” means the parties as described hereinabove;

1.1.6 “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.

1.1.7 “processing” means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to :

1.1.7.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

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

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1.1.7.3 merging, linking, as well as restriction, degradation, erasure or destruction of information.

2. AGREEMENT

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 regulation and only for the purpose of providing the Services set out in the agreement. The company and all the parties to this agreement acknowledge and confirm the following;

2.1 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.

2.2 By signature hereunder, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as you irrevocably 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 endeavors and take all reasonable precautions to ensure that any information provided, is only used for the purposes its has been provided. It is agreed that such information may be placed in the public domain and by signature hereunder, all parties acknowledge that they have read all the terms in this policy and that they understand and agree to be bound by the terms and conditions as set out in this agreement. It is confirmed that by submitting information to the service provider, irrespective as to 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.

3. YOUR RIGHTS

You have the right at any time to:

3.1 Rectify the Personal Information collected by us;

3.2 Object to the processing of Personal Information; and

3.3 Request the return or destruction of Personal Information.

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4. CONSENT

4.1 By signing this agreement, you hereby grant voluntary consent that your personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013. You furthermore agree that your personal information may be used for the lawful and reasonable purpose in as far as the company may deem fit.

SIGNED at _____ on _____ 2022.

COMPANY REPRESENTATIVE

Witnesses

- 1. _____
- 2. _____

SIGNED at _____ on _____ 2022.

CLIENT REPRESENTATIVE

Witnesses

- 1. _____
- 2. _____