JEQE Management

OPERATOR AGREEMENT / ADDENDUM

1. INTRODUCTION

1.1 The Protection of Personal Information Act, 4 of 2013 (POPIA) is a data protection privacy law which as its main function and objective, regulates and controls the processing of Personal Information by a Responsible Party.

1.2 Jeqe Management (Pty) Ltd (Registration number: 2023/542894/07) (hereinafter referred to as “we”, ”us”, “Jeqe Management”, “Jeqe” or “the company”), in its capacity as a Responsible Party, for the purposes of carrying out its business and related objectives, does and will from time to time, process Personal Information belonging to a number of persons, including legal entities and individuals, who are referred to as Data Subjects under the Data Processing Laws, including POPIA.

1.3 Jeqe is obligated to comply with the Data Processing Laws, including POPIA and the Data Protection conditions housed under POPIA with respect to the processing of all and any Personal Information pertaining to all and any Data Subjects.

1.4 In order for Jeqe to pursue its mandate and its related operational and business interests, Jeqe may from time to time ask third parties to process certain Personal Information on its behalf, which Personal Information it has obtained from its Data Subjects.

1.5 In relation to the processing of Personal Information belonging to Data Subjects in South Africa, in terms of section 20 of POPIA, if Jeqe discloses Personal Information which it has collected from Data Subjects to another for the purpose of processing or further processing such Personal Information on its behalf, hereinafter referred to as “the Operator” then any such processing must be subject to a written agreement concluded between Jeqe Management, as the Responsible Party, and the Operator, which contractually obliges the Operator to:

1.5.1 comply with the provisions of POPIA and the POPIA processing conditions when processing such Personal Information on behalf of Jeqe;

1.5.2 only process the Personal Information received from Jeqe in accordance with the mandate or written instruction received from Jeqe;

1.5.3 keep all the Personal Information held by the Operator on behalf of Jeqe and/or belonging to the Jeqe Data Subjects, confidential;

1.5.4 put measures in place in order to keep all such Personal Information held by the Operator, and processed on behalf of Jeqe, confidential, safe and secure from misuse, abuse and/or unauthorised use or access.

1.6 Jeqe is desirous of providing the person (individual and/or a legal entity) to whom this Addendum / Agreement applies (hereinafter known as the Operator) with certain Personal Information, which Jeqe would like the Operator to process on its behalf, and the Operator has agreed to process the Personal Information on behalf of Jeqe, which processing will be subject to the terms and conditions set out under this Operator Agreement.

2. DEFINITIONS

2.1 The parties must take note of the following definitions, which will be used throughout this Operator Agreement, unless the context indicates a contrary meaning:

2.1.1 **“Agreement”** means, **in the absence of any other agreements** which may be in place as between the parties, this Agreement which will govern the relationship as between the parties in relation to the processing of Personal Information;

2.1.2 **"Addendum"** means, **where there are other agreements** in place as between the parties, and which agreements describe the terms and conditions applicable to the parties’ relationship, including any standard terms and conditions, this Addendum, which Addendum will be read together with the other agreements aforementioned, and which Addendum will govern the relationship as between the parties in relation to the processing of Personal Information;

2.1.3 "**Best Industry Practice**" includes, in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise;

2.1.4 **“Data Subject(s)”** means the person(s) who own (s) the Personal Information which in terms of this Agreement / Addendum, is to be processed by the Operator, on behalf of Jeqe;

2.1.5 "**Data Protection Legislation**" means any data protection or data privacy laws applicable from time to time, including but not limited to POPIA, the Electronic Communications and Transactions Act 26 of 2005 and the Consumer Protection Act 68 of 2008, the General Data Protection Regulation (GDPR) the UK Data Privacy Act (UKDPA) and the Californian Privacy Act (CPA).

2.1.6 **“Jeqe Management”** shall mean the relevant Jeqe Management (Pty) Ltd (Registration number: 2023/542894/07) who has mandated the Operator to process certain Personal Information belonging to Data Subjects on its behalf, in accordance with the terms of this Agreement / Addendum and where applicable any detailed mandate which is attached hereto marked Annexure “C”;

2.1.7 **"Operator"** the person who has been mandated by Jeqe in terms of the Agreement / Addendum to processes Personal Information belonging to certain Data Subject(s) on its behalf;

2.1.8 "**parties**" means the parties to this Agreement / Addendum;

2.1.9 **"person"** means an identifiable, living, natural person, or an identifiable, existing juristic person;

2.1.10 **"Personal Information"** means personal information relating to any identifiable, living, natural person, and an identifiable, existing juristic person, including, but not limited to:

- **in the case of an individual:**
  - name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
  - vehicle registration;
  - dietary preferences;
  - financial history;
  - information about next of kin and or dependants;
  - information relating to education or employment history; and
  - **Special Personal Information** including race, gender, pregnancy, national, ethnic or social origin, colour, physical or mental health, disability, criminal history, including offences committed or alleged to have been committed, membership of a trade union and biometric information, such as images, fingerprints and voiceprints, blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;
- **in the case of a juristic person:**
  - name, address, contact details, registration details, financials and related history, B-BBEE score card, registered address, description of operations, bank details, details about employees, business partners, customers, tax number, VAT number and other financial information; and
  - 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;
- the views or opinions of another individual about the person; and
- 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.

2.1.11 "**Personal Information Breach**" means any act or omission that compromises the security, confidentiality, integrity or availability of Personal Information or the physical, technical, administrative or organisational safeguards that are put in place to protect it including, without limitation, the loss or unauthorised access, disclosure or acquisition of Personal Information.

2.1.12 **"process or processing"** means any operation or activity or any set of operations, whether or not by automatic means, performed by the Operator concerning a Data Subject's Personal Information, including:

(a) the collection, receipt, recording, organization, 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;

2.1.13 **"record"** means any recorded information:

(a) regardless of form or medium, including any of the following:

(i) writing on any material;

(ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;

(iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;

(iv) book, map, plan, graph or drawing;

(v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;

(b) in the possession or under the control of a responsible party;

(c) whether or not it was created by a responsible party; and

(d) regardless of when it came into existence.

2.1.14 "**POPIA**" means the Protection of Personal Information Act 4 of 2013;

2.1.15 "**Responsible Party**" shall have the meaning given to it in any Data Protection Legislation;

2.2 Capitalised terms not otherwise defined in this Agreement / Addendum shall bear the meanings given to them in the Agreement / Addendum. Reference to a '*clause*' is to a clause in the Agreement / Addendum, unless otherwise stated or implied form the context in which it appears.

2.3 If there is a conflict between any provision in this Agreement / Addendum and any other other agreements which may be in place as between the parties, then, in so far as the conflict concerns the processing of Personal Information, the provision appearing in this Agreement / Addendum shall prevail.

2.4 For purposes of interpretation, in the case of the Agreement / Addendum, the terms set out hereunder shall at all times be read together with the terms housed under the other agreements which may be in place as between the parties, which documents shall

constitute one and the same agreement, and except for the additions contemplated in this Agreement / Addendum all the provisions of the terms housed under the other agreements which may be in place as between the parties, remain unchanged and are, with effect from the time that the Operator is asked to process Personal Information on behalf of Jeqe, amended or supplemented by this Agreement / Addendum and the provisions of the Agreement / Addendum shall apply *mutatis mutandis* to all the other agreements which may be in place as between the parties for the duration of the Agreement / Addendum.

2.5 No agreement varying, adding to, deleting from or consensually cancelling this Agreement / Addendum, and no waiver of any right under this Agreement / Addendum, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

3. MANDATE TO PROCESS

3.1 Jeqe Management

3.1.1 whose name appears in the instruction issued to the Operator, to process certain Personal Information on its behalf, or

3.1.2 whose name appears on the mandate issued to the Operator, to process certain Personal Information, as per Annexure “C”, as the case may be, hereby grants to the Operator a mandate to process certain Personal Information on its behalf.

4. OBLIGATIONS OF THE OPERATOR

4.1 The Operator expressly warrants and undertakes that it will:

4.1.1 process the Personal Information strictly in accordance with its mandate and any specific instructions provided to it by Jeqe from time to time;

4.1.2 not use the Personal Information for any other purpose, save for the purpose of processing the Personal Information as per Agreement / Addendum;

4.1.3 treat the Personal Information as confidential and only disclose, transfer and/or hand over the Personal Information to those person(s) who are employed by it, and who need to process the Personal Information in accordance with the mandate to process as an Operator and/or in terms of the Agreement / Addendum under strict undertakings of confidentiality;

4.1.4 in addition to the provisions of clause 4.1.3, treat the Personal Information as confidential and only disclose, transfer and/or hand over the Personal Information to third parties where under any specific instructions as issued by Jeqe in writing from time to time or where required by law and only once it has provided Jeqe with adequate warning of this requirement to disclose and the related details thereof, including the identity of the person who is to receive the Personal Information, the reason for the disclosure and confirmation that the person to whom the Personal Information is to be disclosed to, has signed the POPIA onwards transmission notice attached hereto marked **Annexure "A";**

4.1.5 ensure that it has and will continue to have in place, appropriate technical and organizational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, including Industry Best Practices, which provide a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected and which safeguards comply with the requirements set out under POPIA, and in addition, which measures are in line with the requirements described under the attached Jeqe Security Service Level Requirements, marked **Annexure "B"**;

4.1.6 process the Personal Information strictly in accordance with POPIA and the POPIA processing conditions;

4.1.7 not use the Personal Information for any direct marketing or advertising, research or statistical purposes, unless expressly authorised to do as per its mandate and when conducting such activity ensure that this is done strictly in compliance with the requirements of POPIA and its regulations especially those applicable to direct marketing detailed under section 69;

4.1.8 not treat the Personal Information as its own, it expressly acknowledging that it has been tasked with processing the Personal Information in its capacity as Jeqe's Operator and agent, and that ownership of all the records housing the Personal Information and any records comprising such Personal Information pertaining to the Data Subject, will always remain with Jeqe;

4.1.9 not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information;

4.1.10 where it is allowed to make use of a sub-operator, as per its mandate or in terms of the Agreement / Addendum, ensure that such party concludes a “sub-operator agreement” with it and Jeqe which compels the third party receiving the Personal Information to respect and maintain the confidentiality and security of the Personal Information, which sub-operator agreement will house the same terms and conditions as contained in this Agreement / Addendum, and which shall be concluded before the Personal Information is transferred to the sub-operator.

4.1.11 ensure that any person acting under the authority of the Operator, including any employee or sub-operator, shall be obligated to process the Personal Information only on instructions from the Operator and strictly in accordance with this Agreement / Addendum, and in particular the Sub-operator Agreement, where applicable.

4.1.12 notify Jeqe immediately where it has reasonable grounds to believe that the Personal Information, which has been provided to it including any Personal Information, which it has processed and which pertains to the Agreement, has been lost, destroyed, or accessed or acquired by any unauthorised person and in such event, immediately: make available to Jeqe the details of the Personal Information Breach; comply with all instructions and directions given by Jeqe; take all measures necessary to determine the scope of the compromise and to restore the integrity of the Personal Information so compromised, including where applicable Jeqe’s infrastructure; provide all information which may be requested by Jeqe, co-operate fully with Jeqe in relation to any notifications which may be made by Jeqe to any regulator, Data Subjects, or any other person; and co-operate fully with the Jeqe in relation to any investigations that Jeqe or any regulator, may initiate or which may be initiated by an investigator or other authority.

4.1.13 provide Jeqe with all assistance and co-operation requested by Jeqe in relation to any requests or complaints received from any person or entity, including requests for the deletion, updating or correction of Personal Information which it is processing on behalf of Jeqe.

4.1.14 provide, on request, all information, data and materials required by Jeqe to confirm its compliance with its obligations in this Agreement / Addendum. The information shall be provided at no additional cost where provided in an electronic format only. The information shall be provided to Jeqe promptly and in any event within 5 (five) business days of the request, provided that if Jeqe is unable to receive the information within this period, then such information will be provided as soon as is practically possible.

4.1.15 comply with all reasonable directions and instructions which may be given by Jeqe regarding the processing of Personal Information in terms of the Agreement / Addendum. It is further agreed that any directions or instructions which are required for purposes of ensuring compliance with any applicable laws, including Data Protection Legislation, shall be deeded reasonable.

4.2 The Operator warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out in this Agreement / Addendum.

4.3 Jeqe Management, in order to ascertain compliance with the warranties and undertakings housed under this Agreement / Addendum, will have the right on reasonable notice and during regular business hours, to view and/or audit, either by itself or through an independent agent, the Operator's facilities, files, and any other data processing documentation needed for the required review, audit and/or independent or impartial inspection and the Operator undertakes to provide all necessary assistance which may be needed to give effect to this right.

5. LIABILITY OF THE OPERATOR AND THIRD PARTY RIGHTS

5.1 In the event of the Operator, the sub-operator or their respective employees or agents breaching any of the warranties and undertakings housed under this Agreement / Addendum or the sub-operator agreement here applicable, or failing to comply with any of the provisions of POPIA and/or the 8 POPIA Personal Information conditions, then in such an event, the Operator shall be liable for all and any damages it or the sub-operator may have caused in consequence of said breach or non-compliance, including patrimonial, non-patrimonial and punitive damages suffered by Jeqe and/or the Data Subject(s) and the Operator indemnifies and holds Jeqe including its directors, employees and all and any affected Data Subjects harmless against any such loss, damage, action or claim which may be brought by whomsoever against Jeqe or any of its directors, employees, or Data Subjects, and agrees to pay all and any such amounts on demand.

5.3 At the request of Jeqe, the Operator will provide Jeqe with evidence of financial resources sufficient to fulfil its responsibilities set out under the Agreement, and the Operator Agreement, which may include insurance coverage.

6. APPLICABLE LAW

The laws of South Africa shall apply to this Agreement / Addendum, regardless of where the Personal Information is, will be, or was actually processed.

7. TERMINATION

7.1 In the event of:

7.1.1 any other agreements, as between the Parties and to which this Addendum applies, being terminated for whatsoever reason;

7.1.2 the transfer of Personal Information to the Operator being temporarily suspended by Jeqe for longer than one month, for whatever reason;

7.1.3 the Operator being in breach of its obligations under the Agreement or the Addendum, as the case may be, or has failed to comply with POPIA or the 8 Information Processing Principles, and has failed when called upon to do so by Jeqe to rectify the breach or area of non-compliance;

7.1.4 the Operator is in substantial or persistent breach of any warranties or undertakings given by it under the Agreement or the Addendum, as the case may be, notwithstanding that Jeqe has not given the Operator notice of such breach;

7.1.5 the sub-operator is in breach of the sub-operator agreement;

7.1.5 an application is filed for the placing of the Operator under business rescue, under administration, or winding up whether interim or final, which application is not dismissed within the applicable period for such dismissal under applicable law; or any equivalent event in any jurisdiction occurs, then Jeqe, without prejudice to any other rights which it may have against the Operator, shall be entitled to terminate the Agreement or the Addendum, as the case may be, as well as where applicable, the sub-operator agreement.

7.2 The Parties agree that the termination of the Agreement or the Addendum, as the case may be, at any time, and/or the sub-operator agreement, where applicable, in any circumstances and for whatever reason, does not exempt them from the rights and obligations set out under this the Agreement or the Addendum, as the case may be, with regards to the processing of the Personal Information**,** read together with the obligations under POPIA.

7.3 In the event of the Agreement or the Addendum, being terminated whenever, and for whatsoever reason, the Operator undertakes to:

7.3.1 restore and/or transfer back to Jeqe all and any Personal Information which has been provided to the Operator for processing, including that held by the sub-operator, whether same has been processed or not, and/or which has been processed, together with any related documentation and/or information, all of which documentation must without exception, be returned to Jeqe within a period of 30 (thirty) days from date of service of the termination notice.

7.3.2 to confirm in writing simultaneously when the transfer under clause 7.3.1 takes place, that all such Personal Information will be kept confidential as per the provisions of clause 4.1 and that it will not under any circumstances use the aforementioned information for whatsoever reason.

7.4 Notwithstanding termination of the Agreement or the Addendum, as the case may be, and for whatsoever reason, the clauses 4, 5, 6 and 7.2 will survive any such termination.

8. GENERAL

8.1 The parties may not modify the provisions of the Agreement or the Addendum, as the case may be, including any annexures, unless such variation is reduced to writing and signed by the Parties.

8.2 The Agreement / Addendum, as the case may be, save where the contrary is stated, will be subject to and governed by the terms set out under the Agreement / Addendum. In the event of any conflict or inconsistency between the terms of the Agreement / Addendum and the other agreements which may be in place to which this Agreement / Addendum being read with, then the terms and conditions in so far as the processing of the Personal Information is concerned, as set out under the Agreement / Addendum will take precedence and govern its interpretation, application and construction.

8.3 All notices to be provided in terms of the Agreement or the Addendum, as the case may be, must be sent to Jeqe Information Officer or Deputy Information Officer.

ANNEXURE "A"

ONWARDS TRANSMISSION NOTE

ONWARDS TRANSMISSION NOTE

We, ……..an Operator acting on behalf of Jeqe, have agreed to provide you with the following information, which we have been asked to process by Jeqe on their behalf in our capacity as an Operator, as defined under POPIA:

1. DETAILS OF THE DATA SUBJECT AND OWNER OF THE PERSONAL INFORMATION

……
……

2. DETAILS OF THE PERSONAL INFORMATION

……
……

3. REASON OR PURPOSE WHY YOU NEED TO PROCESS THE PERSONAL INFORMATION

……
……

We have obtained permission from Jeqe and the Data Subject, as indicated below, to provide you with the abovementioned information, which is provided to you on the terms detailed below.

By accepting and receiving the Personal Information you undertake to comply with and abide by these terms:

4. CONDITIONS AND TERMS OF USE AND IMPLIED CONSENT TO COMPLY

- You will keep the Personal Information private and confidential;
- You may only use the Personal Information for the purpose described above and for no other purpose;
- You will safeguard the Personal Information;
- You will in particular ensure that the Personal Information is kept safe and secure from unlawful or unauthorised access, and you will ensure that the integrity of the information is not compromised or altered in any manner;

- When using the Personal Information, you will comply with the processing conditions and provisions set out under a law known as the Protection of Personal Information Act, 4 of 2013, (POPIA);
- You agree to indemnify the Data Subject, Jeqe and its employees and directors, against all and any damages which may be incurred by them as a result of your non-compliance with the above undertakings.

Furthermore, you acknowledge that Jeqe and/or the Data Subject may institute legal action against you under the provisions housed under POPIA should you breach the abovementioned terms.

1. **Signed by Jeqe**

……

2. **I, the abovementioned data subject agrees to the above onwards transmission of my Personal Information.**

Signed by Data Subject **……**

3. **Signed by Recipient** **……**

JEQE Management

ANNEXURE "B"

TECHNICAL AND ORGANIZATIONAL MEASURES FOR DATA PROCESSING TO BE IMPLEMENTED BY THE OPERATOR

1. Physical Access Control

Safeguarding admission / access to processing systems with which processing is carried out against unauthorized parties (e.g. through physical property protection: fence, gatekeeper, personnel barrier, turnstile, door with card reader, camera surveillance, organizational property security, regulation on access authorizations, access registration).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Agreement / Addendum:

- ☐ Alarm system
- ☐ Automatic access control system
- ☐ Locking system with code lock
- ☐ Biometric access barriers
- ☐ Light barriers/motion sensors
- ☐ Manual locking system including key regulation (key book, key issue)
- ☐ Visitor logging
- ☐ Careful selection of security staff
- ☐ Chip cards/transponder locking systems
- ☐ Video monitoring of access doors
- ☐ Safety locks
- ☐ Personnel screening by gatekeeper/reception
- ☐ Careful selection of cleaning staff
- ☐ Obligation to wear employee/guest ID cards
- ☐ Miscellaneous:

2. Data Access Control / User Control

Prevention of third parties using automatic processing systems with equipment for data transmission (authentication with user and password).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Agreement / Addendum.

☐	Authentication with user name/password (passwords assigned based on the valid password regulations)
☐	Usage of intrusion detection systems
☐	Usage of anti-virus software
☐	Usage of a software firewall
☐	Creation of user profiles
☐	Assignment of user profiles to IT systems
☐	Usage of VPN technology
☐	Encryption of mobile data storage media
☐	Encryption of data storage media in laptops
☐	Usage of central smartphone administration software (e.g. for the external erasure of data)
☐	Miscellaneous:

3. Data Usage Control / Data Storage Media Control / Memory Control

Prevention of unauthorized reading, copying, changing or erasure of data storage media (data storage media control). Prevention of unauthorized entry of Personal Information and unauthorized access to it, changing and deleting saved Personal Information (memory control).

Ensuring that the parties authorized to use an automated processing system only have access to the Personal Information appropriate for their access authorization (e.g. through authorization concepts, passwords, regulations for leaving the company and for moving employees to other departments) (data usage control).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Agreement / Addendum:

☐	Roles and authorizations based on a *"need to know principle"*
☐	Number of administrators reduced to only the "essentials"
☐	Logging of access to applications, in particular the entry, change and erasure of data
☐	Physical erasure of data storage media before reuse
☐	Use of shredders or service providers
☐	Administration of rights by defined system administrators
☐	Password guidelines, incl. password length and changing passwords
☐	Secure storage of data storage media
☐	Proper destruction of data storage media (DIN 66399)
☐	Logging of destruction
☐	Miscellaneous:

4. Transfer Control/Transportation Control

Ensuring that the confidentiality and integrity of data is protected during the transfer of Personal Information and the transportation of data storage media (e.g. through powerful encryption of data transmissions, closed envelopes used in mailings, encrypted saving on data storage media).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Agreement / Addendum:

☐	Establishment of dedicated lines or VPN tunnels
☐	Encrypted data transmission on the Internet (such as HTTPS, SFTP, etc.)
☐	E-mail encryption
☐	Documentation of the recipients of data and time frames of planned transmission or agreed erasure deadlines
☐	In case of physical transportation: careful selection of transportation personnel and vehicles
☐	Transmission of data in an anonymized or pseudonymized form
☐	In case of physical transportation: secure containers/packaging
☐	Miscellaneous:

5. Entry Control / Transmission Control

Ensuring that it is possible to subsequently review and establish which Personal Information has been entered or changed at what time and by whom in automated processing systems, for instance through logging (entry control).

Depending on the system, ensuring that it is possible to review and determine to which offices/locations Personal Information has been transmitted or provided using equipment for data transmission, or to which offices/locations it could be transmitted (transmission control).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Agreement / Addendum:

☐	Logging of the entry, change and erasure of data
☐	Traceability of the entry, change and erasure of data through unique user names (not user groups)
☐	Assignment of rights for the entry, change and erasure of data based on an authorization concept
☐	Creating an overview showing which data can be entered, changed and deleted with which applications
☐	Maintaining forms from which data is taken over in automated processing
☐	Miscellaneous:

6. Availability Control / Restoration / Reliability / Data Integrity

Ensuring that systems used can be restored in case of a disruption (restorability).

Ensuring that all system functions are available and that any malfunctions are reported (reliability).

Ensuring that saved Personal Information cannot be damaged through system malfunctions (data integrity).

Ensuring that Personal Information is protected from accidental destruction or loss (availability control), e.g. by implementing appropriate back-up and disaster recovery concepts.

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Agreement / Addendum:

☐	Uninterruptible Power Supply (UPS)
☐	Devices for monitoring temperature and moisture in server rooms
☐	Fire and smoke detector systems
☐	Alarms for unauthorized access to server rooms
☐	Tests of data restorability
☐	Storing data back-ups in a separate and secure location
☐	In flood areas the server is located above the possible flood level
☐	Air conditioning units in server rooms
☐	Protected outlet strips in server rooms
☐	Fire extinguishers in server rooms
☐	Creating a back-up and recovery concept
☐	Creating an emergency plan
☐	Miscellaneous:

7. Separation Control / Separability

Ensuring that data processed for different purposes can be processed separately (for instance through logical separation of customer data, specialized access controls (authorization concept), separating testing and production data).

The following technical and organizational measures have been implemented by the Operator for the processing of Personal Information described in this Agreement / Addendum:

☐	Physically separated storing on separate systems or data storage media
☐	Including purpose attributions/data fields in data sets
☐	Establishing database rights
☐	Logical Client separation (software-based)
☐	For pseudonymized data: separation of mapping file and storage on a separate, secured IT system
☐	Separation of production and testing systems
☐	Miscellaneous:

8. List of Sub-Operators

If sub-processors are hired (for instance for hosting, providing computing center space, operating software used to process Personal Information, etc.) for the processing of Personal Information the implementation of technical and organizational measures by the respective sub-Operator must be regulated through appropriate contract data processing agreements.

The following sub-operators have been hired:

☐	Name:
☐	Name:
☐	Name:
☐	Name:
☐	Name:

Please attach sub-operator Agreements

JEQE Management

ANNEXURE "C"

Details of Personal Information for Processing