

**SCHEDULE 1.4**

**DATA PROCESSING & PRIVACY SCHEDULE**

INCORPORATING

**CONSENT TO PROCESSING PERSONAL INFORMATION**

**PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013**

IN RELATION TO

**RAM GROUP OF COMPANIES**



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**I. SECTION 1 – INFORMATION & PARTIES SCHEDULE**

**1 SALIENT DETAILS**

<b>1.1 RAM DETAILS</b>		
1.1.1	SECTION	RAM POLICY MANUAL
1.1.2	TITLE	DATA PROCESSING & PRIVACY SCHEDULE
1.1.3	DOCUMENT #	SCHEDULE 1.4
1.1.4	REVISION DATE	1 JULY 2021
1.1.5	APPLICABLE AREAS OF BUSINESS	RAM GROUP OF COMPANIES
1.1.6	APPLICABLE POLICIES & STANDARDS	RAM IT PLATFORM POLICY

**2 INFORMATION OFFICER**

<b>2.1 RAM INFORMATION OFFICER DETAILS</b>		
2.1.1	NAME	STEVEN FRIEDMAN
2.1.2	DEPARTMENT	INFORMATION TECHNOLOGY
2.1.3	DESIGNATION	CHIEF INFORMATION OFFICER
2.1.4	PHYSICAL ADDRESS	27 WRENCH ROAD, ISANDO, 1609, SOUTH AFRICA
2.1.5	EMAIL CONTACT DETAILS	<a href="mailto:STEVEN.FRIEDMAN@RAM.CO.ZA">STEVEN.FRIEDMAN@RAM.CO.ZA</a>



**II. SECTION 2 – DPPS TERMS & CONDITIONS**

**1 INTERPRETATION**

- 1.1 Clause headings in this DATA PRIVACY & PROTECTION SCHEDULE (“DPPS”) are inserted for convenience only and shall not be used in its interpretation.
- 1.2 All capitalised terms used in the Preamble shall have the meaning given to these terms in this DPPS.
- 1.3 The provisions of **RAM’S INTERPRETATION SCHEDULE** relating to interpretation shall apply and the expressions defined in RAM’S INTERPRETATION SCHEDULE shall bear the meanings assigned to them therein.
- 1.4 In this DPPS (including the Preamble), unless the context clearly indicates a contrary intention, the following words and expressions shall bear the meanings stated opposite them and cognate words and expressions shall bear similar meanings -

1.4.1	“Act” or “POPIA”	PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT 4 OF 2013)
1.4.2	“AGREEMENT”	shall mean - (a) RAM’S T’s & C’s together with RAM’S INTERPRETATION SCHEDULE which AGREEMENT comes into force and effect upon submission by CLIENT of RAM’S Application to Enter Courier Services Agreement and acceptance thereof by RAM; and/or (b) any the Master Logistics Agreement (“MLA”) and the Service Level Agreement (“SLA”), entered into between CLIENT and RAM
1.4.3	“3P CUSTOMER”	any third-party customer, being the customer of CLIENT and the Receiver of Shipments from CLIENT via RAM
1.4.4	“BIOMETRICS”	a technique of personal identification that is based on physical, physiological or behavioral characterization including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition
1.4.5	“COMPANIES ACT”	Companies Act, 2008 (Act No. 71 of 2008) and shall include the provisions of the Companies Act, 1973 (Act No. 61 of 1973) that have not been repealed
1.4.6	“CONSENT”	any voluntary, specific and informed expression of will in terms of which permission is given for the Processing of PERSONAL INFORMATION
1.4.7	“CRIMINAL LOSS”	loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of criminal loss
1.4.8	“CUSTOMER”	the Customer of CLIENT, who for the purpose of this DPPS will be referred to as the DATA SUBJECT
1.4.9	“DATA SUBJECT”	the person to whom PERSONAL INFORMATION relates, which includes – (c) RAM; (d) RAM Personnel; and/or (e) CLIENT; and/or (f) CLIENT’S 3P Customer
1.4.10	“DE-IDENTIFY”	in relation to PERSONAL INFORMATION of a DATA SUBJECT, means to delete any information that - (a) identifies the DATA SUBJECT; (b) can be used or manipulated by a reasonably foreseeable method to identify the DATA SUBJECT; or (c) can be linked by a reasonably foreseeable method to other information that identifies the DATA SUBJECT, and “DE-IDENTIFIED” has a corresponding meaning
1.4.11	“DIRECT MARKETING”	to approach a DATA SUBJECT, either in person or by mail or electronic communication, for the direct or indirect purpose of - (a) promoting or offering to supply, in the ordinary course of business, any goods or services to the DATA SUBJECT; or (b) requesting the DATA SUBJECT to make a donation of any kind for any reason
1.4.12	“E-SIGNATURE”	electronic signature utilizing digital signature technology combined with an audit trail, tamper-sealing, authentication and security as contemplated in Section 13(2) of the ECT Act



1.4.13	<b>"ECT Act"</b>	Electronic Communications and Transactions Act, 2002 (Act 25 of 2002)
1.4.14	<b>"ELECTRONIC COMMUNICATION"</b>	any text, voice, sound or image message sent over an electronic communications network which is stored in the network or in the recipient's terminal equipment until it is collected by the recipient
1.4.15	<b>"FORMS"</b>	as referred to in the Regulations, means a Form referred to in the annexures to the Regulations or any form which is substantially similar to that Form
1.4.16	<b>"OPERATOR" AND/OR "RAM"</b>	a person who processes PERSONAL INFORMATION for a RESPONSIBLE PARTY in terms of a contract or mandate, without coming under the direct authority of that party
1.4.17	<b>"PAIA"</b>	the Promotion of Access to Information Act, 2 of 2000
1.4.18	<b>"PARTIES"</b>	RAM and CLIENT
1.4.19	<b>"PERSONNEL"</b>	in relation to any Party, their shareholders, directors, employees, personnel or franchisees
1.4.20	<b>"PERSONAL INFORMATION"</b>	<p>in relation to POPIA, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to -</p> <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) information relating to the education or the medical, financial, criminal or employment history of the person;</li> <li>(c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;</li> <li>(d) the biometric information of the person;</li> <li>(e) the personal opinions, views or preferences of the person;</li> <li>(f) 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;</li> <li>(g) the views or opinions of another individual about the person; and</li> <li>(h) 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</li> </ul>
1.4.21	<b>"PROCESSING"</b>	<p>in relation to POPIA, means any operation or activity or any set of operations, whether or not by automatic means, concerning PERSONAL INFORMATION, including-</p> <ul style="list-style-type: none"> <li>(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;</li> <li>(b) dissemination by means of transmission, distribution or making available in any other form; or</li> <li>(c) merging, linking, as well as restriction, degradation, erasure or destruction of information</li> </ul>
1.4.22	<b>"RAM GROUP"</b>	RAM and any RAM Associate from time to time
1.4.23	<b>"RECEIVER"</b>	the Receiver (Consignee) of a Shipment as specified on the SHIPPING INSTRUCTION
1.4.24	<b>"RECORD"</b>	<p>any recorded information regardless of form or medium, including any of the following-</p> <ul style="list-style-type: none"> <li>(a) writing on any material;</li> <li>(b) 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;</li> <li>(c) label, marking or other writing that identifies or describes anything of which</li> </ul>



		<p>it forms part, or to which it is attached by any means;</p> <p>(d) book, map, plan, graph or drawing;</p> <p>(e) 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;</p> <p>(f) in the possession or under the control of a RESPONSIBLE PARTY;</p> <p>(g) whether or not it was created by a RESPONSIBLE PARTY; and</p> <p>(h) regardless of when it came into existence</p>
1.4.25	<b>“REGULATIONS”</b>	The Regulations dated 14 December 2018
1.4.26	<b>“REGULATOR”</b>	the Information Regulator, as set out in section 112(2) of POPI
1.4.27	<b>“RESPONSIBLE PARTY” AND/OR “CLIENT”</b>	a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing PERSONAL INFORMATION
1.4.28	<b>“SERVICES”</b>	<p>shall include -</p> <ul style="list-style-type: none"> <li>i. C&amp;D Services being the collection, storage, transportation and delivery of Shipments;</li> <li>ii. Warehousing and Supply Chain Management Services;</li> <li>iii. Courier Services; and</li> <li>iv. other Logistics Services</li> </ul>
1.4.29	<b>“SHIPPING INSTRUCTION”</b>	<p>SHIPPING INSTRUCTION, whether in document or electronic format, furnished to Services which shall include, <i>inter alia</i> -</p> <ul style="list-style-type: none"> <li>i. Sender / Consignor Details;</li> <li>ii. Receiver / Consignee Details;</li> <li>iii. Service Request;</li> <li>iv. Liability Option (if applicable);</li> <li>v. Shipment Information, including weight and dimensions;</li> <li>vi. Description of Goods</li> </ul>
1.4.30	<b>“SOUTH AFRICA”</b>	the Republic of South Africa
1.4.31	<b>“SPECIAL PERSONAL INFORMATION”</b>	PERSONAL INFORMATION as referred to in section 26 of POPIA
1.4.32	<b>“TECHNICAL SECURITY MEASURES”</b>	reasonable Technical Security Measures to protect the DATA SUBJECTS Information against unlawful, unauthorised or accidental destruction or against damage, loss, accidental loss, alteration, unauthorised disclosure or access, in particular, where Processing involves the transmission of the DATA SUBJECTS Information over a network, and includes all other unlawful forms of Processing

## 2 INTRODUCTION

2.1 RAM and its subsidiaries conduct a broad spectrum of logistics services, solutions and other ancillary services including –

- 2.1.1 C&D Services;
- 2.1.2 Warehousing and Supply Chain Management Services;
- 2.1.3 Courier Services; and
- 2.1.4 other Logistics Services.

2.2 RAM is in the process of aligning our business practices to comply with POPIA.

2.3 In order for RAM to provide the Services to CLIENT in accordance with the AGREEMENT, CLIENT will need provide RAM with PERSONAL INFORMATION pertaining to the PERSONAL INFORMATION.

2.4 This DPPS set out RAM and CLIENT’s rights and obligations as to the protection of CLIENT’s and the PERSONAL INFORMATION’s PERSONAL INFORMATION.

2.5 It is of utmost importance to RAM that when CLIENT visits RAM’s IT Platform CLIENT is put at ease that the PERSONAL INFORMATION and privacy of CLIENT and CLIENT’s CUSTOMER is of great importance to RAM.

2.6 It is important for CLIENT to note the fact that when CLIENT and CLIENT’s Customers submits PERSONAL INFORMATION on RAM’s IT Platform, CLIENT and CLIENT’s Customers -



- 2.6.1 consent to RAM collecting, processing and storing such PERSONAL INFORMATION;
- 2.6.2 consent to RAM using all information collected from and recorded from CLIENT for legitimate reasons in compliance with the POPIA.
- 2.6.3 supply such PERSONAL INFORMATION to RAM of its own accord and free will;
- 2.6.4 consents to providing such information to RAM;
- 2.6.5 warrant that PERSONAL INFORMATION provided to RAM is correct and that such PERSONAL INFORMATION is provided to RAM by an individual possessing the necessary authority from CLIENT and CLIENT's Customers.

### 3 **ACKNOWLEDGMENT AND CONSENT**

#### 3.1 **GENERAL**

- 3.1.1 In order for RAM to provide the Services to CLIENT in accordance with the AGREEMENT, CLIENT will provide RAM with PERSONAL INFORMATION pertaining to the DATA SUBJECT.
- 3.1.2 CLIENT hereby acknowledges and agrees that CLIENT and the DATA SUBJECT are fully aware of their rights in terms of POPIA.
- 3.1.3 CLIENT likewise agrees and consents to the following below.

#### 3.2 **APPOINTMENT**

- 3.2.1 Subject to this DPPS, CLIENT, as the RESPONSIBLE PARTY, hereby appoints RAM, as the Operator, to provide the Services to CLIENT.
- 3.2.2 In providing the Services to CLIENT, RAM will Process PERSONAL INFORMATION belonging to the DATA SUBJECT.
- 3.2.3 RAM and CLIENT hereby confirm that each Party will comply with their obligations in terms of POPIA, with regard to the appointment as set out in 3.2.1 and 3.2.2 and this DPPS.

#### 3.3 **USE OF PERSONAL INFORMATION**

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 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 hereby give their consent to RAM to Process their PERSONAL INFORMATION in accordance with 3.3.2.
- 3.3.4 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 -
  - 3.3.4.1 compliance with laws and internal procedures;
  - 3.3.4.2 tendering and related procurement and supply chain management procedures;
  - 3.3.4.3 for the purposes of protecting CLIENT, the DATA SUBJECTS, a third party and/or RAM's legitimate interest(s);
  - 3.3.4.4 for the purposes of the performance of risk assessments and risk profiling;
  - 3.3.4.5 for the purposes of CLIENT appointing RAM as a service provider and 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;
  - 3.3.4.6 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;
  - 3.3.4.7 for the purposes of making contact with CLIENT and/or the DATA SUBJECTS and attending to CLIENT's enquiries and requests; and
  - 3.3.4.8 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.
- 3.3.5 The DATA SUBJECTS PERSONAL INFORMATION is supplied voluntarily, without undue influence and/or duress from either Party.
- 3.3.6 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.
- 3.3.7 The DATA SUBJECTS has the right to revoke the Consent given in terms of this DPPS at any time. This revocation must be in writing and addressed to CLIENT, whereafter CLIENT is to notify RAM's INFORMATION OFFICER.
- 3.3.8 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.

3.3.9 CLIENT acknowledges that all the DATA SUBJECTS PERSONAL INFORMATION provided will only be used for the purposes for which it is collected.

3.3.10 Should RAM require to Process such PERSONAL INFORMATION for other purposes, the DATA SUBJECTS prior Consent will be requested.

#### 3.4 ACCURACY OF INFORMATION AND ONUS

3.4.1 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.

3.4.2 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.

#### 3.5 SHARING OF INFORMATION

3.5.1 PERSONAL INFORMATION will be made available to employees who require such PERSONAL INFORMATION for their functions within RAM.

3.5.2 All employees who have access to PERSONAL INFORMATION have been made aware of the sensitive nature thereof.

3.5.3 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.

3.5.4 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 DPPS for, *inter alia*, the following purposes -

3.5.4.1 to obtain finance;

3.5.4.2 the sale of its business or part thereof; or

3.5.4.3 to give effect to the rights of RAM.

#### 3.6 STORAGE, RETENTION AND DESTRUCTION OF INFORMATION

3.6.1 All the DATA SUBJECTS PERSONAL INFORMATION which CLIENT provides to RAM will be held and/or stored securely.

3.6.2 The DATA SUBJECTS PERSONAL INFORMATION may be stored electronically and as such may be accessible to employees within the RAM Group. Where appropriate, some information may be retained in hard copy. In either event, storage will be secure.

3.6.3 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.

3.6.4 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.

3.6.5 Once the DATA SUBJECTS PERSONAL INFORMATION is no longer required, such PERSONAL INFORMATION will be safely and securely archived, as per the requirements of applicable legislation.

3.6.6 Thereafter, the DATA SUBJECTS PERSONAL INFORMATION may be permanently destroyed.

#### 3.7 DATA PROTECTION

3.7.1 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 Data or Information only in connection with the performance of its Services as set out in the AGREEMENT and in this DPPS.

3.7.2 The technical and organisational security measures RAM will implement will include, as a minimum standard of protection—

3.7.2.1 information security management systems;

3.7.2.2 physical security;

3.7.2.3 access control;

3.7.2.4 security and privacy enhancing technologies;

3.7.2.5 awareness;





- 3.7.2.6 training and security checks in relation to RAM's personnel;
- 3.7.2.7 incident and response management;
- 3.7.2.8 business continuity;
- 3.7.2.9 audit controls; and
- 3.7.2.10 due diligence.
- 3.7.3 RAM will –
  - 3.7.3.1 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;
  - 3.7.3.2 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
  - 3.7.3.3 establish and maintain security measures to secure the integrity and confidentiality of any PERSONAL INFORMATION that it processes for CLIENT.
- 3.7.4 Should RAM become aware any security breach that results in the unauthorised use or access to the DATA SUBJECTS PERSONAL INFORMATION, RAM will advise CLIENT immediately.
- 3.8 **RIGHT TO OBJECT**
  - 3.8.1 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.
  - 3.8.2 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 -
    - 3.8.2.1 where such Processing and use is necessary in order to give effect to a contractual relationship that exists between CLIENT and RAM;
    - 3.8.2.2 where such Processing is required in terms of the law; or
    - 3.8.2.3 where such Processing is necessary to protect the legitimate interests of RAM or a third party.
- 3.9 **ACCESS TO INFORMATION**
  - 3.9.1 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.
  - 3.9.2 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.
  - 3.9.3 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 set out in 2 (INFORMATION OFFICER) of this DPPS.
  - 3.9.4 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 –
    - 3.9.4.1 immediately notify CLIENT; and
    - 3.9.4.2 provide full co-operation and assistance to CLIENT in relation to any such request including, without limitation, providing CLIENT with –
      - 3.9.4.2.1 full details of any such request;
      - 3.9.4.2.2 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.
- 3.10 **COMPLAINTS**
  - 3.10.1 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.
  - 3.10.2 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.
  - 3.10.3 The complaint must be sent to RAM's INFORMATION OFFICER together with the DATA SUBJECTS proof of identity.
  - 3.10.4 Should RAM receive any complaint from the DATA SUBJECTS pertaining to the DATA SUBJECTS PERSONAL INFORMATION or any other



complaint, RAM will –

- 3.10.4.1 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;
- 3.10.4.2 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
- 3.10.4.3 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.
- 3.10.5 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 –
- 3.10.5.1 RAM has obtained the prior written consent of CLIENT and the DATA SUBJECTS, which consent shall not be unreasonably withheld or delayed; and
- 3.10.5.2 the proposed subcontractor has entered into a contract with the DATA SUBJECTS, substantially on the same terms and conditions contained in this DPPS.

#### 4 DECLARATION AND INFORMED CONSENT

CLIENT acknowledges, agrees and confirms that -

- 4.1 its 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 DPPS and fully comprehends the terms, conditions and consequences of its consent;
- 4.6 it has had sufficient opportunity to ask questions about this DPPS 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 DPPS form is provided of its own free will and without any undue influence from any person whatsoever.

#### 5 CLIENT AGREEMENTS WITH CUSTOMER

- 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 2 - 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 with certain PERSONAL INFORMATION.
- 6.3 In addition, RAM delivers Shipments on behalf of CLIENT directly to their Receiver's homes or places of work.
- 6.4 As mentioned above, 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 SUBJECT is 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 reasonably become aware of the Incident, provide CLIENT with an INCIDENT REPORT.
- 6.7 The INCIDENT REPORT shall be substantially in the format of the INCIDENT REPORT attached ANNEXURE 1 - 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.

## 7 **WARRANTY**

### 7.1 **PERSONAL INFORMATION**

7.1.1 CLIENT agrees and warrants that -

7.1.1.1 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;

7.1.1.2 it has taken reasonable effort to ensure that the Personal Data is accurate and complete before providing same to RAM;

7.1.1.3 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;

7.1.1.4 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;

7.1.1.5 where applicable, to forward any notification received from RAM to the Regulator or the relevant data protection Supervisory Authority in the appropriate circumstances; and

7.1.1.6 is 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.

## 8 **PROTECTION OF RAM'S PERSONAL INFORMATION**

8.1 CLIENT undertakes to comply with the provisions of POPIA in its dealings with RAM'S PERSONAL INFORMATION.

8.2 In particular, with the provisions of POPIA insofar as they pertain to -

8.2.1 lawful Processing of PERSONAL INFORMATION;

8.2.2 rights of RAM;

8.2.3 retention and restriction of records;

8.2.4 safeguards for the integrity of PERSONAL INFORMATION;

8.2.5 notification of security compromises; and

8.2.6 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.

8.3 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.

8.4 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 -

8.4.1 identify all reasonably foreseeable internal and external risks to PERSONAL INFORMATION in its possession or under its control;

8.4.2 establish and maintain appropriate safeguards against the risks identified;

8.4.3 regularly verify that the safeguards are effectively implemented; and

8.4.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

8.5 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 - CONFIDENTIAL "WITHOUT PREJUDICE" INCIDENT / POPIA REPORT

CONFIDENTIAL "WITHOUT PREJUDICE" INCIDENT / KYC / POPIA REPORT			
<b>TO</b>	[INSERT RAM CLIENTS NAME]	<b>FROM</b>	RAM LEGAL / RAM SRI / RAM SHE
<b>REF</b>	LEXA_2021-XXX	<b>DATE</b>	TUESDAY, 10 AUGUST 2021
<b>ATTENTION</b>	[AWAITING FULL DETAILS]	<b>DATE OF INCIDENT</b>	
<b>E MAIL</b>	[AWAITING FULL DETAILS]	<b>NATURE OF INCIDENT</b>	

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 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**



## 2 ANNEXURE 2 - SPECIMEN WORDING FOR CLIENT'S CONTRACT WITH THEIR CUSTOMER

### 2.1 PERSONAL INFORMATION

2.1.1 It is of utmost importance to *[INSERT RAM CLIENTS NAME]* that you, being *[INSERT RAM CLIENTS NAME]*'s Customer is put at ease that the privacy of your PERSONAL INFORMATION ("PERSONAL INFORMATION") is of great importance to *[INSERT RAM CLIENTS NAME]*.

2.1.2 Your attention is hereby drawn to the fact that –

2.1.2.1 in order for *[INSERT RAM CLIENTS NAME]*'s products, purchased by you, to be delivered to you, *[INSERT RAM CLIENTS NAME]* utilizes the warehousing, courier, logistics and transportation services from RAM;

2.1.2.2 *[INSERT RAM CLIENTS NAME]* 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");

2.1.2.3 *[INSERT RAM CLIENTS NAME]* 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 *[INSERT RAM CLIENTS NAME]*;

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

### 2.2 POPIA CONSENT

2.2.1 You hereby consent to –

2.2.1.1 *[INSERT RAM CLIENTS NAME]* providing RAM with your PERSONAL INFORMATION; and

2.2.1.2 RAM collecting, processing and storing such PERSONAL INFORMATION, in order for RAM to perform the Services on behalf of *[INSERT RAM CLIENTS NAME]* and you.

2.2.2 You supply such PERSONAL INFORMATION to *[INSERT RAM CLIENTS NAME]* and RAM of your own accord and free will.

2.2.3 Accordingly, by placing the order and providing such information, you hereby consent –

2.2.3.1 to providing your PERSONAL INFORMATION to *[INSERT RAM CLIENTS NAME]* and RAM; and

2.2.3.2 confirm that the PERSONAL INFORMATION requested from you and recorded, processed and/or stored by *[INSERT RAM CLIENTS NAME]* and RAM is lawfully required for the functioning and business activities of *[INSERT RAM CLIENTS NAME]* and the provision by RAM of the Services to *[INSERT RAM CLIENTS NAME]* and yourself.