



# DATA PROCESSING AGREEMENT

Version 1 | Last updated: March 2024

This written contract is between you, our customer and Informatronics Consulting and Distribution (Pty) Ltd t/a iMvula ICD or ICD (ICD).

Where you make use of ICD services, this agreement will automatically take effect and is incorporated into the main agreement by reference.

## 1. INTRODUCTION

The parties have already entered into a principal agreement to regulate ICD providing goods or services to you as part of an activity that involves the processing of personal information. You determine why and how to process personal information as part of the activity. This makes you the responsible party<sup>1</sup>.

As part of ICD providing goods or services, ICD processes certain personal information on your behalf of (or for). This makes ICD your operator<sup>2</sup>. Therefore, the law<sup>3</sup> requires you in terms of a written contract, to ensure that ICD establishes and maintains certain technical and organisational security measures it considers to be appropriate or reasonable<sup>4</sup>. To meet this requirement, the parties enter into this data processing agreement to supplement the principal agreement. The principal agreement remains in full force and effect. If there is a conflict between the principal agreement and this data processing agreement, the data processing agreement prevails.

## 2. SECURITY MEASURES

ICD will establish and maintain reasonable and appropriate security measures the parties will determine from time to time. This is because the parties will have to change the measures in response to evolving security threats and changes in the personal information the operator processes. The parties may follow the measures in a standard (like ISO 27701). The parties may set them out in a written document or through a software tool. Either party may check the measures the other party has in place.

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<sup>1</sup> See definition of responsible party in Section 1 of POPIA <https://popia.co.za/section-1-definitions/>

<sup>2</sup> See definition of operator in Section <https://popia.co.za/section-1-definitions/>

<sup>3</sup> Section 21(1) <https://popia.co.za/section-21-security-measures-regarding-information-processed-by-operator/>

<sup>4</sup> Section 19 <https://popia.co.za/section-19-security-measures-on-integrity-and-confidentiality-of-personal-information/>

### 3. AUTHORISATION AND CONFIDENTIALLY

The law places certain obligations on ICD regards the personal information.<sup>5</sup>

ICD will:

1. only process it with your knowledge or authorisation,
2. treat it as confidential, and
3. not disclose it.

This does not apply if:

1. the law requires ICD to do so, or
2. ICD has to do so in the course of the proper performance of its duties.

### 4. TRANSFERRING PERSONAL INFORMATION OUTSIDE SOUTH AFRICA

ICD will notify your information officer if it considers transferring the personal information outside of South Africa so that you can consider how to do it lawfully.

### 5. ICD TO NOTIFY YOU OF INCIDENT

ICD must notify your information officer within 48 hours where there are reasonable grounds to believe that an unauthorised person has accessed or acquired the personal information<sup>6</sup>. If ICD is not sure what to believe, ICD will notify you anyway and assist you.

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<sup>5</sup> Section 20 <https://popia.co.za/section-20-information-processed-by-operator-or-person-acting-under-authority/>

<sup>6</sup> Section 21(2) <https://popia.co.za/section-21-security-measures-regarding-information-processed-by-operator/>