

1. DATA PROTECTION

1.1 In this Agreement:

1.1.1 "**Personal Information**" has the meaning given to it in POPIA;

1.1.2 "**POPIA**" means the Protection of Personal Information Act, 2013; and

1.1.3 "**Process**" means collect, receive, record, organise, collate, store, develop, update, modify, retrieve, alter, consult, use, disseminate or perform any other act or action, including any other act or action which may be treated or defined as Processing in terms of POPIA, and the word "**Processed**" shall have a corresponding meaning.

1.2 The Suppliers, Service Providers and Customers acknowledges that Accelerit cannot perform its obligations under this Agreement without Processing certain Personal Information, including the Suppliers, Service Providers and Customers Data.

1.3 Accordingly, the Suppliers, Service Providers and Customers hereby expressly consents to share the Suppliers, Service Providers and Customers Data with Accelerit and further consents to the Processing of the Suppliers, Service Providers and Customers Data by Accelerit in accordance with this Agreement.

1.4 The Suppliers, Service Providers and Customers by its signature hereto, expressly consents and authorises Accelerit to collect and Process the Suppliers, Service Providers and Customers Data to:

1.4.1 All 3rd party partners or service providers that is strictly assigned to assist delivery required services by the Suppliers, Service Providers and Customers on behalf of Accelerit.

1.4.2 All 3rd party partners or service providers that is contracted to recover defaulted outstanding payments on behalf of Accelerit.

1.5 The Parties record that Accelerit will Process the Suppliers, Service Providers and Customer's Data in accordance with the provisions of this Agreement and the Suppliers, Service Providers and Customer's further instructions. When Processing the Suppliers, Service Providers and Customers Data, Accelerit will take all reasonable and appropriate technical and organisational precautions and measures necessary to prevent any (i) loss of, damage to, or unauthorised destruction of the Suppliers, Service Providers and Customers Data; or (ii) unauthorised or unlawful access to or Processing of the Suppliers, Service Providers and Customers Data. For this purpose, Accelerit will:

1.5.1 identify all reasonably foreseeable internal and external risks to Suppliers, Service Providers and Customers Data in its possession or under its control;

- 1.5.2 establish and maintain appropriate safeguards against the risks identified;
 - 1.5.3 regularly verify that the safeguards are effectively implemented; and
 - 1.5.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 1.6 The Suppliers, Service Providers and Customers hereby warrants, represents and undertakes that in respect of all Suppliers, Service Providers and Customers Data, all the consents necessary to ensure compliance by the Suppliers, Service Providers and Customers and Accelerit with applicable laws, including Data Protection Legislation, have been obtained from the person or entity to whom such Personal Information relates, as well as any regulators or other third parties, in relation to:
- 1.6.1 the transmission by the Suppliers, Service Providers and Customers to Accelerit in accordance with this Agreement or otherwise permitted by law;
 - 1.6.2 the transmission by the Suppliers, Service Providers and Customers or Accelerit of the Suppliers, Service Providers and Customers Data to the third parties in accordance with this Agreement or otherwise permitted by law; and
 - 1.6.3 the Processing by Accelerit of any Suppliers, Service Providers and Customers Data received by Accelerit from the Suppliers, Service Providers and Customers, in any country in which the Suppliers, Service Providers and Customers Data is held by Accelerit.
- 1.7 The Suppliers, Service Providers and Customers hereby indemnifies Accelerit and holds Accelerit harmless from and against all losses, damages, costs, expenses, penalties and fines that Accelerit may sustain or incur arising from a breach by the Suppliers, Service Providers and Customers of this clause or any other claim that may arise in respect of the Suppliers, Service Providers and Customers Data (save to the extent that such a claim arises from a breach by Accelerit of the provisions of this clause).