Data Processing Terms and Conditions for NEC XON and NEC XON subsidiaries

PARTIES

A.   Operator and/ or the Vendor as set out in the Annexes to this Agreement

B.   Responsible Party and/or the Company as set out in the Annexes to this Agreement

This Agreement

(1) forms part of any service relationship or agreement entered into between the and the Company and, documents, addenda, schedules and exhibits incorporated therein and all communications sent in connection therewith and also including the "Main Agreement" between Vendor and the Company

(2) The Parties have agreed to enter into this Data Processing Agreement to govern the processing of personal information received by the Operator in connection with the Services defined below.

The terms used in this Agreement shall have the meanings set forth in this Agreement

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below regarding the collection, processing or use by the Operator of the Company's personal information.

AGREED TERMS

1. **Definitions**

   For the purpose of this Agreement: (i) the terms "biometric data", "responsible party", "data protection impact assessment", "person", "personal information", special personal information" personal information breach", "operator", "data subject", "processing", and "Regulator" and "Data Protection Laws "shall have the meanings ascribed to them in the Protection of Personal Information Act, No. 4 of 2013 2013, (POPIA) and their cognate terms shall be construed accordingly.

2. **Processing of Company Personal Information**

   Operator shall only processes Personal Information on behalf of the Company in accordance with the Company's lawful written instructions and not for any other purposes than those specified in Annex 1 (Processing of Personal Information) or as otherwise approved by Company in writing.

   Operator may also process Personal Information where required to do so by applicable law. In such a case, Operator shall inform Company of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

3. **Operator's Personnel**

   Operator shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Operator who may have access to the Company Personal Information, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Information, as strictly necessary for the purposes of the Main Agreement, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. **Data Security**

   Vendor must implement and maintain a comprehensive written information security program with appropriate technical and organizational measures to ensure a level of security appropriate to the risk, which includes at the minimum the security measures listed in Annex 2 (Description of the

technical and organizational security measures implemented by the Operator) and as appropriate: (a) the pseudonymization and encryption of Personal Information; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. In assessing the appropriate level of security, Vendor must take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects and the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information transmitted, stored or otherwise processed.

5. Subprocessing

5.1.   The parties acknowledge that applicable Data Protection Laws permit a Responsible Party to provide the Operator a written authorization to sub processing. Accordingly, Company provides a general authorization to Operator but only for the sub operator list in Annex 3 (Approved list of sub operators) to enable Operator to fulfill its contractual obligations under Agreement and to provide services on Operator's behalf, subject to compliance with the requirements in this Section 5.1.

5.2.   Operator shall provide Company with advance notice before a new sub operator process any Company Personal Information, including full details of the processing to be undertaken by the Sub operator. Company may object to the new sub-operator within fifteen (15) days of such notice on reasonable grounds relating to the protection of Personal Information In such case, Operator shall have the right to cure the objection through one of the following options : (1) Operator will cancel its plans to use the Sub operator with regards to processing Personal Information or will offer an alternative to provide the service without such Sub operator; or (2) Operator will take the corrective steps requested by Company in its objection notice and proceed to use the Sub operator or (3) Operator may cease to provide, or Company may agree not to use whether temporarily or permanently, the particular aspect or feature of the services that would involve the use of such Sub operator.

5.3.   Operator will: (a) enter into a written agreement in accordance with same requirements as set forth on Data Protection Laws with any sub operator that will process Personal Information and b) ensure that each such written agreement contains terms that are no less protective of Personal Information than those contained in this Agreement and (c) be liable for the acts and omissions of its Sub-operators to the same extent that Operator would be liable if it were performing the services of each of those Sub-operators directly under the terms of this Agreement

5.4.   Operator shall keep a list of sub processing agreements concluded under this section and shall be updated at least once per year. The sub processing agreements shall be available to the Company as per request, in order the Company to comply with the Data Protection Laws' requirements.

6. Personal Information Transfers

To provide the services, Operator shall need to import Personal Information to countries other than the country in which the personal information were originally collected. Operator confirms and warrants that (i) it will obtain prior Company authorization to such Personal Information transfers and that (ii) it will comply with any requirements under the Data Protection Lawswith regard to such Personal Information Transfers.

7. Data Subject Rights

7.1. Taking into account the nature of the processing, Operator shall assist the Company by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Company' obligations, as reasonably understood by Company, to respond to requests to exercise Person rights under the Data Protection Laws.

7.2. Operator shall promptly notify Company if receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Information.

7.3. Operator shall ensure to Company, that Operator does not respond to that request except on the documented instructions of or as required by Applicable Laws to which the Operator is subject, in which case Operator shall to the extent permitted by Applicable Laws inform Company of that legal requirement before Operator responds to the request.

8. Personal Information Breach

8.1. Operator shall notify Company without undue delay upon Operator becoming aware of a Personal Information Breach affecting Company Personal Data, providing Company with sufficient information to allow Company to meet any obligations to report or inform Data Subjects of the Personal Information Breach under the Data Protection Laws.

8.2. Such notification shall as a minimum and as available to Operator as follows:
- Describe the nature of the Personal Information Breach, the categories and numbers of Persons concerned, and the categories and amount of Personal Information records concerned;
- Describe the likely consequences of the Personal Information Breach;
- Description of the possible consequences of the security compromise;
- Description of the measures that the responsible party intends to take or has taken to address the security compromise;
- Recommendation with regard to the measures to be taken by the data subject to mitigate the possible adverse effects of the security compromise; and
- If known to the responsible party, the identity of the unauthorized person who may have accessed or acquired the personal information.
- Describe the measures taken or proposed to be taken to address the Personal Information Breach.

8.3. Operator shall co-operate with Company and take such reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Information Breach.

9. **Data Protection Impact Assessments**

Operator shall provide reasonable assistance to the Company with any data protection assessments, which Company reasonably considers to be required of the Company under the Data Protection Laws and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required under Data Protection Laws, in each case solely in relation to Processing of Company Personal Information by, and taking into account the nature of the Processing and information available to, Operator.

10. **Deletion or return of Company Personal Information**

10.1. Subject to sections 10.2. and 10.3. Operator shall promptly and in any event on the date of termination of the Main Agreement or the date of cessation of any Services involving the Processing of Company Personal Information (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Information.

10.2. Subject to section 10.3, Company may in its absolute discretion by written notice to Operator event within 7 (seven) days of the Cessation Date require Operator to (a) return a complete copy of all Company Personal Information to Company by secure file transfer in such format as is reasonably notified by Company to Operator and (b) delete and procure the deletion of all other copies of Company Personal Information Processed by Operator and any other third party acting on behalf of the Operator. Operator shall comply with any such written request within 7 (seven) days of the Cessation Date.

10.3. Operator may retain Company Personal Information to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Operator shall ensure the confidentiality of all such Company Personal Information and shall ensure that such Company Personal Information is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

10.4. Operator shall provide written certification to Company that it has fully complied with this section10 within 7 (seven) days of the Cessation Date.

11. **Audit rights**

Upon prior written request by Company, Operator agrees to provide Company within reasonable time with: (a) a summary of a recent audit report demonstrating Operator's compliance with its obligations under this Agreement after redacting any confidential and/or commercially sensitive information where appropriate, and (b) confirmation that the audit has not revealed any material vulnerability in Operator's systems, or to the extent that any such vulnerability was detected and Operator has appropriately remedied such vulnerability. If the above measures are not reasonably sufficient to confirm compliance with the provisions of Data Protection Laws relevant to the Services and their use by Operator, or if they reveal material compliance or security vulnerability issues, then, subject to the strictest confidentiality obligations, Operator allows Company to request an audit of Operator's data protection compliance program by an external independent auditor, which shall be jointly selected by the Parties. The external independent auditor cannot be a competitor of the Operator, and the Parties will mutually agree upon the scope, timing, and duration of the audit. Operator will make available to Company the result of the audit of its data protection compliance program.

12. Applicable Law

The Processing of Personal Information under this Agreement is governed by the law of the Republic of South Africa.

13. Modification of this Agreement

This Agreement may only be modified by a written amendment signed by each of the Parties.

14. Termination

The Parties agree that this Agreement is terminated upon the termination of the Services.

15. Order of precedence

15.1. Nothing in this Agreement reduces Operator's obligations under the Main Agreement in relation to the protection of Personal Information or permits Operator to process (or permit the processing of) Personal Information in a manner which is prohibited by the Main Agreement.

15.2. Subject to section 15.1 with regard to the subject matter of this Agreement, in the event of inconsistencies between the provisions of this Agreement and any other agreements between the parties, including the Main Agreement t and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Agreement, the provisions of this Agreement shall prevail.

16. Invalidity and Severability

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provision of this Agreement and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.