



THE LAB[®]

Specialized Coatings & Paint Solutions

"Where quality meets purpose"

The Lab Chemicals & Coatings (Pty) Ltd

Reg: 2017/414035/07

8 Garvin Circle, Gants Plaza, Unit 2, Strand

The Lab George (Pty) Ltd

Reg: 2024/187323/07

2 Clay Road, George Industrial, George

www.thelabcc.co.za

RESPONSIBLE PARTY / OPERATOR DATA PROCESSING AGREEMENT (POPIA)

PARTIES

This Data Processing Agreement ("**Agreement**") is entered into between:

The Lab Chemical and Coatings (Pty) Ltd

Registration Number: **2017/414035/07**

("Responsible Party")

and

Registration Number: _____
("Operator" or "**Service Provider**")

(each a "**Party**" and together the "**Parties**").

1. DEFINITIONS AND INTERPRETATION

Unless the context indicates otherwise, the following terms shall have the meanings assigned to them below:

1.1 "**Agreement**" means this Data Processing Agreement, including all Schedules and annexures.

1.2 "**Breach**" means any actual, suspected or attempted unauthorised access to, loss of, destruction of, alteration of, or disclosure of Personal Information.

1.3 "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

1.4 "**Data Subject**" has the meaning ascribed to it in POPIA.

1.5 "**Operator**" has the meaning ascribed to it in section 1 of POPIA and refers to the Service Provider and any authorised sub-operator.

1.6 "**Personal Information**" has the meaning ascribed to it in POPIA and includes Special Personal Information and Personal Information relating to children.

1.7 "**POPIA**" means the Protection of Personal Information Act 4 of 2013, together with all regulations and amendments thereto.

1.8 “**Processing**” has the meaning ascribed to it in POPIA and includes any operation or activity concerning Personal Information, whether automated or manual.

1.9 “**Services**” means any goods or services provided by the Operator to the Responsible Party that involve the Processing of Personal Information.

2. PURPOSE AND APPLICATION

2.1 This Agreement governs the Processing of Personal Information by the Operator on behalf of the Responsible Party in compliance with POPIA. This Agreement is concluded in accordance with section 20 of POPIA.

2.2 This Agreement supplements any commercial or service agreement between the Parties.

2.3 In the event of any conflict between this Agreement and any other agreement between the Parties, **this Agreement shall prevail** in respect of all matters relating to Personal Information.

3. COMMENCEMENT AND DURATION

3.1 This Agreement shall commence on the date of signature by the last signing Party.

3.2 This Agreement shall remain in force for as long as the Operator Processes Personal Information for or on behalf of the Responsible Party.

4. STATUS OF THE OPERATOR

4.1 The Operator acts **solely as an Operator** for purposes of POPIA.

4.2 The Operator shall not determine the purpose or means of Processing Personal Information.

4.3 The Operator shall not Process Personal Information for its own purposes.

5. OPERATOR OBLIGATIONS

The Operator undertakes to:

5.1 Process Personal Information **only on documented instructions** from the Responsible Party.

5.2 Treat all Personal Information as **confidential** and not disclose it except as required by law or authorised in writing.

5.3 Implement and maintain **appropriate technical and organisational security safeguards** as required by section 19 of POPIA.

5.4 Ensure that all employees, agents and contractors who Process Personal Information:

- Are aware of POPIA obligations; and
- Are bound by written confidentiality obligations.

5.5 Assist the Responsible Party with:

- Data subject access requests;
- POPIA compliance obligations;
- Regulatory enquiries and investigations.

5.6 Immediately notify the Responsible Party if it becomes aware of any unlawful Processing.

5.7 The Operator shall maintain appropriate records of processing activities performed on behalf of the Responsible Party.

6. SUB-PROCESSING

6.1 The Operator may not appoint any sub-operator without the **prior written consent** of the Responsible Party.

6.2 Approved sub-operators shall be listed in **Schedule 3**.

6.3 The Operator remains **fully liable** for the acts and omissions of sub-operators.

7. PERSONAL INFORMATION BREACH

7.1 The Operator shall notify the Responsible Party of any Breach:

- **Immediately**, and
- In any event within **24 (twenty-four) hours** of becoming aware of it.

7.2 The Operator shall:

- Investigate the Breach;
- Take remedial action; and
- Cooperate fully with the Responsible Party.

8. CROSS-BORDER TRANSFERS

8.1 The Operator shall not transfer Personal Information outside the Republic of South Africa without **prior written authorisation**.

8.2 Any authorised cross-border transfer shall comply with section 72 of POPIA.

9. RETENTION, RETURN AND DESTRUCTION

9.1 Personal Information shall only be retained for as long as necessary for the purpose for which it was collected or as required by law.

9.2 Upon request or termination, the Operator shall:

- Return all Personal Information; or
- Securely destroy it and certify destruction in writing.

10. AUDIT RIGHTS

10.1 The Responsible Party may, on reasonable notice, audit the Operator's compliance with this Agreement.

10.2 The Operator shall cooperate fully and implement reasonable remedial measures if required.

11. LIABILITY AND INDEMNITY

11.1 The Operator indemnifies the Responsible Party against all losses, damages, penalties and claims arising from:

- Breach of this Agreement;

- Non-compliance with POPIA; or
- Unlawful Processing of Personal Information.

11.2 Neither Party shall be liable for indirect or consequential damages, except where prohibited by law.

12. TERMINATION

12.1 Either Party may terminate this Agreement for material breach on **7 (seven) Business Days'** written notice.

12.2 Termination does not affect accrued rights or POPIA obligations. Clauses relating to confidentiality, liability, breach notification and data protection shall survive termination.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of South Africa**.

14. GENERAL

14.1 This Agreement constitutes the entire agreement between the Parties relating to Personal Information.

14.2 No amendment shall be valid unless reduced to writing and signed by both Parties.

14.3 No waiver shall be effective unless in writing.

14.4 The afore-mentioned and all of the above, must be read in conjunction with the General Terms and Conditions of The Lab Chemicals and Coatings (Pty) Ltd and The Lab George (Pty) Ltd which can be found at www.thelabcc.co.za or is available on request.

SIGNATURES

For The Lab Chemicals and Coatings (Pty) Ltd

Name: **Stefan Ras**
Capacity: **Director**
Date: _____

Signature: _____

For the Operator / Service Provider

Name: _____
Capacity: _____
Date: _____

Signature: _____

SCHEDULE 1

RESPONSIBLE PARTY DETAILS

Responsible Party:

The Lab Chemical and Coatings (Pty) Ltd

Registration Number:

2017/414035/07

Physical Address:

8 Garvin Circle

Gants Plaza

Unit 2

Strand

Republic of South Africa

Postal Address:

As above

Email Address:

stefan@thelabcc.co.za

Telephone Number:

021-8527692

Information Officer / Contact Person:

Stefan Ras

SCHEDULE 2

OPERATOR / SERVICE PROVIDER DETAILS

Service Provider / Operator Name:

Registration / Identity Number:

Physical Address:

Postal Address:

Email Address:

Telephone Number:

Authorised Representative:

Capacity:

SCHEDULE 3

APPROVED SUB-OPERATORS / SUB-CONTRACTORS

The Operator **may not subcontract** any Processing activities involving Personal Information without the **prior written consent** of the Responsible Party, except for the sub-operators listed below.

Sub-Operator Name	Nature of Services	Country	POPIA Safeguards Confirmed
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No