POPI & Data Protection Standard	
ITS_ 01.2	*Thursday, 19 September 2019*
Applicable Policies & Standards	*CC_ 17_ IT Policy* *ITP_ 01- IT Platform Use & Privacy Policy* *ITS_ 01.2 - POPI Standard* *ITS_ 01.3 - Document Management & Retention of Records Standard*
Applicable areas of Business	*All RAM Group Companies* *RAM Clients and their Customers*
Company / Division / Area	*Legal / HR / IT / Operations / Sales*

Approval	*Name*	*Job Title / Role*	*Signature*
Compiled by	*Steven Friedman*	*CIO*	
Reviewed by	*Mdumiseni Nhlapo*	*HR Manager*	
Reviewed by	*Alan Da Costa*	*Group Legal*	
Approved by	*Graeme Lazarus*	*Managing Director*	

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1 INTERPRETATION & DEFINITIONS

In this **POPI & DATA PROTECTION STANDARD** -

1.1 the headings of the clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this POPI & DATA PROTECTION STANDARD nor any clause hereof;

1.2 The provisions of IT PLATFORM & PRIVACY POLICY to which this POPI & DATA PROTECTION STANDARD is attached as ITS _ 01.2 as well as RAM's INTERPRETATION SCHEDULE relating to interpretation shall apply and the expressions defined in such Documents shall bear the meanings assigned to them therein.

2 OBJECTIVE

2.1 This POPI & DATA PROTECTION STANDARD –

2.1.1 stipulates the minimum procedures that Employees must comply with, when RAM or any Employee of RAM processes PERSONAL INFORMATION as an Operator on behalf of a Responsible Party; and

2.1.2 establishes a standard on the appropriate protection of PERSONAL INFORMATION within RAM, in an instance where RAM is either the Responsible Party or an Operator;

2.1.3 provides Standards regarding the right of Data Subjects to privacy and to reasonable safeguards of Data Subject's PERSONAL INFORMATION.

3 SCOPE AND APPLICABILITY

3.1 SCOPE

This POPI & DATA PROTECTION STANDARD applies to all USERS

3.2 APPLICABILITY

3.2.1 This POPI & DATA PROTECTION STANDARD applies to all work locations -

3.2.1.1 under RAM's management and locations managed by a joint venture of which RAM is a major partner;

3.2.1.2 managed by other parties but where work is done by RAM's personnel and to all RAM's managed personnel whilst engaged in any activity on behalf of RAM.

3.2.2 Contractors may however use their own standard and procedures in so far as the requirements of their standards are at least equivalent to those of this POPI & DATA PROTECTION STANDARD and when agreed through RAM's project engagement processes.

II.	SECTION 2 – PURPOSE

4 INTRODUCTION

4.1 The purpose of POPI, as set out in Section 2, is to -

4.1.1 give effect to the constitutional right to privacy, by safeguarding PERSONAL INFORMATION when processed by a Responsible Party;

4.1.2 regulate the manner in which PERSONAL INFORMATION may be processed, by establishing conditions, in harmony with international standards;

4.1.3 provide persons with rights and remedies to protect their PERSONAL INFORMATION from unlawful processing; and

4.1.4 establish voluntary and compulsory measures, including the establishment of an Information Regulator, to ensure respect for and to promote, enforce and fulfil the rights protected by POPI.

5 APPLICATION

5.1 Section 3(1) states that POPI applies to the processing of PERSONAL INFORMATION entered in a record by or for a Responsible Party -

5.1.1 by making use of automated or non-automated means, where such Responsible Party is domiciled in In South Africa;

5.1.2 where PERSONAL INFORMATION is processed by non-automated means (paper, text, x-rays), if it forms part of a filing system or is intended to form part thereof; and

5.1.3 by making use of automated or non-automated means where such Responsible Party is not domiciled in the Republic, unless those means are used only to forward PERSONAL INFORMATION.

5.2   Section 3 (2) (a) and (b) states that POPI -

(a)   *applies, subject to paragraph (b), to the exclusion of any provision of any other legislation that regulates the Processing of PERSONAL INFORMATION and that is materially inconsistent with an object, or a specific provision, of POPI.*

(b)   *If any other legislation provides for conditions for the lawful processing of PERSONAL INFORMATION that are more extensive than those set out in Chapter 3, the extensive conditions prevail.*

III.   SECTION 3 – OBJECTIVE

6   *OBJECTIVE*

6.1   CLIENT has appointed RAM, which has accepted appointment as the supplier of Logistics Services to CLIENT.

6.2   POPI requires Responsible Parties and Operators to -

6.2.1   give effect to the constitutional right to privacy, by safeguarding PERSONAL INFORMATION when processed by a Responsible Party, subject to justifiable limitations that are aimed at -

6.2.1.1   balancing the right to privacy against other rights, particularly the right of access to information; and

6.2.1.2   protecting important interests, including the free flow of information within South Africa and across international borders;

6.2.2   regulate the manner in which PERSONAL INFORMATION may be processed, by establishing conditions, in harmony with international standards, that prescribe the minimum threshold requirements for the lawful processing of PERSONAL INFORMATION;

6.2.3   provide persons with rights and remedies to protect their PERSONAL INFORMATION from processing that is not in accordance with POPI; and

6.2.4   establish voluntary and compulsory measures, including the establishment of an Information Regulator, to ensure respect for and to promote, enforce and fulfil the rights protected by the POPI Act.

6.3   In order to provide the Logistics Services to CLIENT, which by nature requires SHIPPING INSTRUCTIONS, RAM must of necessity have access to and be able to Process PERSONAL INFORMATION including the following PERSONAL INFORMATION –

Individual	Corporate Entity
Name & Surname	Name
Identity number	Registration Number
Physical address	Physical address
Postal address	Postal address
Mobile, home and work contact numbers	Mobile, home and work contact numbers
Facsimile number	Facsimile number
Email Address	Email Address
VAT number (where applicable);	VAT number (where applicable)
Any other information required by the ECT Act.	

7   CLIENT'S CUSTOMER INFORMATION

7.1   Section 13 of POPI provides that PERSONAL INFORMATION must be collected for a specific, explicitly defined and lawful purpose.

7.2   In light of POPI and its Regulations, where CLIENT is regarded as a Responsible Party and RAM the Operator, RAM requires an undertaking from CLIENT that CLIENT's Customers, that in terms of any agreements entered into between CLIENT and CLIENT's Customers, they are aware of and have consented to RAM –

7.2.1   acting as an Operator on behalf of CLIENT;

7.2.2   processing PERSONAL INFORMATION of CLIENT's Customer/s for CLIENT.

7.3   This this POPI & DATA PROTECTION STANDARD stipulates the minimum procedures that -

7.3.1   CLIENT and RAM must comply with, with regards to the Collection and Processing of PERSONAL INFORMATION;

7.3.2   the use of RAM's IT Platform by Users, including CLIENT Personnel and CLIENT's Customers.

8 COLLECTION OF INFORMATION

8.1 Protection

8.1.1 It is of utmost importance to RAM that USERS visiting RAM's IT Platform are put at ease that the PERSONAL INFORMATION and privacy of User is of great importance to RAM.

8.1.2 It is important for USER to note the fact that when CLIENT and CLIENT's Customers submits PERSONAL INFORMATION on RAM's IT Platform, they -

8.1.2.1 consent to RAM collecting, processing and storing such information;

8.1.2.2 consent to RAM using all information collected from and recorded from the User for legitimate reasons in compliance with the POPI Act.

8.1.2.3 supply such PERSONAL INFORMATION to RAM of its own accord and free will;

8.1.2.4 consents to providing such information to RAM;

8.1.2.5 warrants 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 the CLIENT and CLIENT's Customers.

8.1.3 PERSONAL INFORMATION requested from the User and recorded and/or stored is lawfully required for the functioning and business activities of RAM and the provision by RAM of the Services to the User.

8.2 Deletion

8.2.1 The User may at any time and on written request to RAM, request RAM to make an amendment to or delete PERSONAL INFORMATION recorded of the User.

8.2.2 Should the User's PERSONAL INFORMATION so collected no longer be of any use and/or is no longer needed for the purposes of originally being collected and/or should the User request the deletion of PERSONAL INFORMATION, RAM shall ensure that the PERSONAL INFORMATION of the User is deleted and no record retained, stored or held by RAM.

9 USE OF INFORMATION BY RAM

9.1 RAM uses PERSONAL INFORMATION to provide USER with a better service, and in particular consents that RAM may utilise the USER'S PERSONAL INFORMATION for the SPECIFIED PURPOSES set out in *ITS _ 01.1- IT PLATFORM USE & PRIVACY STANDARD.*

9.2 RAM, where acting as a Responsible Party for its own Employees, undertakes to ensure that all information collected from and recorded from the User is collected, processed and stored in compliance with the POPI Act.

10 RAM COMPLIANCE

10.1 RAM shall at all times ensure that it uses it reasonable endeavours to protect CLIENT and CLIENT's Customers PERSONAL INFORMATION, by ensuring that -

10.1.1 RAM processes PERSONAL INFORMATION lawfully and reasonably;

10.1.2 PERSONAL INFORMATION which is collected on RAM's IT Platform will be processed in South Africa;

10.1.3 RAM only processes PERSONAL INFORMATION to the extent necessary to carry out its contractual obligations in terms of the Agreement with CLIENT and such Personal formation shall only be used for the purpose(s) for which it was originally collected from CLIENT;

10.1.4 Users Information shall not be retained longer than is necessary for the performance of any contractual obligations in terms of the Agreement and as is necessary for the purpose(s) for which it was originally collected from CLIENT;

10.1.5 RAM maintains and updates CLIENT Information to ensure that it is accurate, correct and not misleading, provided that CLIENT shall use its best endeavours to provide RAM with accurate and correct SHIPPING INSTRUCTIONS;

10.1.6 RAM takes appropriate SECURITY MEASURES to protect the confidentiality, integrity and availability of PERSONAL INFORMATION. This includes protecting User's PERSONAL INFORMATION against the unlawful, unauthorised or accidental access, destruction and/or disclosure of such PERSONAL INFORMATION;

10.1.7 RAM reports to CLIENT, as soon as reasonably possible, any information security breach suffered by it or suffered by a CLIENT or CLIENT's Customer to whom RAM has subcontracted certain functions.

10.2   RAM further undertakes that the SECURITY MEASURES it employs -

10.2.1   are, to the best of its knowledge and belief, appropriate;

10.2.2   ensure a reasonable level of security appropriate to the risk that arises or may arise by the Processing of CLIENT and CLIENT's Customers PERSONAL INFORMATION

10.2.3   also include business continuity and disaster recovery procedures to ensure business continuity for CLIENT's business operations.

11   TERMINATION

11.1   The Parties agree that on termination of the Agreement for whatsoever reason, RAM shall, at the discretion of CLIENT -

11.1.1   return all PERSONAL INFORMATION received from or on behalf of CLIENT in whatever formats it holds the Personal information; and/or

11.1.2   destroy / erase / purge all such PERSONAL INFORMATION to the extent it is permitted to do so in law and certify to CLIENT that it has done so.

11.2   Where legislation imposed upon RAM prevents destruction or returning all or part of PERSONAL INFORMATION transferred or provided to it, RAM undertakes to comply with the relevant Confidentiality Provisions contained in the Agreement and shall immediately cease Processing any or all the PERSONAL INFORMATION upon termination of the Agreement.

12   DATA PROTECTION

12.1   Where any PERSONAL INFORMATION pertaining to a Data Subject is provided to RAM, RAM shall ensure that it takes reasonable SECURITY MEASURES and shall process such PERSONAL INFORMATION only in connection with the performance of the SPECIFIED PURPOSES

12.2   The SECURITY MEASURES should include, as a minimum standard of protection –

12.2.1   information security management systems;

12.2.2   physical security;

12.2.3   access control;

12.2.4   security and privacy enhancing technologies;

12.2.5   awareness;

12.2.6   training and security checks in relation to the personnel;

12.2.7   incident and response management;

12.2.8   business continuity;

12.2.9   audit controls; and

12.2.10   due diligence.

12.3   RAM shall ensure that it has all reasonable SECURITY MEASURES in place that are reasonably acceptable to CLIENT to ensure and protect any PERSONAL INFORMATION accessed or processed by RAM against unauthorised or unlawful processing/loss or destruction, or damage to PERSONAL INFORMATION.

12.4   RAM shall take all reasonable steps to ensure the reliability of its staff that will have access to PERSONAL INFORMATION processed as part of the Services.

12.5   RAM will establish and maintain SECURITY MEASURES to secure the integrity and confidentiality of any PERSONAL INFORMATION that it processes for CLIENT, and will follow the requirements in Section 19 of POPI.

13   LOSS, THEFT OR DESTRUCTION OF SHIPMENTS

13.1   Regrettably having regard to the criminals operating in South Africa, RAM is hijacked regularly.

13.2   On each occasion Shipments that are stolen contain a SHIPPING INSTRUCTION with certain PERSONAL INFORMATION.

13.3   In addition, RAM delivers Shipments on behalf of financial institutions, cellular operators and pharmaceutical distributors directly to their customer's homes or places of work.

13.4   In addition to address and contact details, such parcels may contain information relating to medical conditions of the client of the Pharmaceutical distributor, for example "anti-retroviral drugs".

13.5   In terms of POPI, RAM as, service provider, is an "Operator" providing services on behalf of CLIENT who is the Responsible Party.

13.6 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.

13.7 In order for CLIENT to comply with its obligations as a Responsible Party in accordance with the provisions of ***Section 22 of POPI (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 a SLA, are hijacked, lost, stolen, or destroyed ("**Incident**") RAM, must within a reasonable time after having reasonably become aware of the incident, report such incident to CLIENT.

13.8 The report referred to in 12.1 must be substantially in the format of the Incident Report as reasonably directed by CLIENT from time to time.

13.9 Transmission of the Report shall constitute final and absolute release of all undertakings, obligations and liabilities of RAM in respect of any liability in relation to the relevant Service.

14 AMENDMENT

14.1 RAM reserves the right, in RAM's sole discretion, to amend this POPI & DATA PROTECTION STANDARD at any time, in any way and from time to time in order to accommodate amendments to South African Legislation or to meet the changing needs of the organisation.

14.2 RAM will publish the amended POPI & DATA PROTECTION STANDARD on RAM'S IT PLATFORM.

14.3 These amendments shall come into effect immediately once published on RAM'S IT PLATFORM.