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**Fresh Produce Exporters' Forum**  
**(Registration no. 1998/018451/08)**  
(Hereinafter the FPEF)

**MEMBER PRIVACY MANDATE AND CONSENT FORM**  
**POPI (Protection of Personal Information) Act, No.4 of 2013**

*To be acknowledged and signed by the Information Officer/Designated Information Officer  
of the Member's entity.*

**Introduction**

1. The FPEF values our members' expectations of privacy and confidentiality and therefore collects and processes personal information in accordance with applicable legislation, including, but not limited to the Protection of Personal Information Act No. 4 of 2013 and its Regulations.
2. The objective of this privacy mandate is to stipulate the POPIA-related requirements and responsibilities applicable to our relationship with our active members. This document also includes privacy-related undertakings from the FPEF that is necessary for our active members for the administration and management of their relationship with the FPEF.
3. All terminology and phrases used in this document will be interpreted as defined by the Protection of Personal Information Act, No. 4 of 2013.

**The FPEF's responsibilities**

4. The FPEF acknowledges that we must collect your personal information directly from you, except as otherwise stated in section 12(2) of the Protection of Personal Information Act No. 4 of 2013.
5. The FPEF will take appropriate, reasonable technical -and organisational measures to secure the integrity and confidentiality of our members' personal information against unlawful or unauthorised processing and against any accidental loss, destruction of or damage to the personal data, in accordance with the Protection of Personal Information Act No. 4 of 2013 and its Regulations. We retain the personal information processed by us for as long as is considered necessary for the purpose for which it was collected (including as required by applicable law or regulation).
6. Some of the FPEF's services include generic promotions in new and existing markets, the distribution of information to members and the international trading community and representation of the industry in relevant committees. The FPEF will not make our members' personal information available to any third party unless this is necessary for the purpose for which the member provided the information or if it is necessary to do so to ensure that the FPEF

acts according to its mandate. This may also include instances where the FPEF's mediation process is being utilised.

7. Personal information may also be disclosed to Government departments and agencies (including law enforcement) and to other third parties, in each case to comply with legal or regulatory obligations or requests. The FPEF will not transfer the personal information you provide to any third parties for their own direct marketing use.
8. In certain instances, the FPEF may process or store personal information in other countries to support ongoing business delivery. Some countries may not have similar privacy requirements in which case the FPEF has to ensure that the receiving parties agree to adequate privacy principles before the FPEF shares such information.
9. The FPEF acknowledges our responsibility to inform both you and the Information Regulator of any breach or suspected breaches of any of our members' personal information. The FPEF will do this as soon as reasonably practical after the discovery of such breach, whilst taking into consideration any legislative requirements.
10. The FPEF acknowledges that, due to the nature of the relationship with our members, our members will also be receiving personal information from the FPEF. The FPEF consents to all our active members to collect this information directly from the FPEF and acknowledges our responsibility to ensure that we provide you with complete, accurate and up-to-date information. It is also our responsibility to inform our members of any relevant changes timeously to enable you to keep accurate records.
11. The FPEF gives consent to our active members to retain our entity's personal information on their database for as long as is considered necessary for the purpose for which it was collected (including as required by applicable law or regulation). This information should only be used by authorised personnel.
12. In instances where the FPEF shares third party information with our members, we warrant that we will take the necessary steps to obtain the required consent from the third party.

### **The FPEF member's responsibilities**

13. In compliance with the POPI Act 4 of 2013, I hereby declare that:
  - 13.1 In the course of our dealings with the FPEF, I acknowledge that our entity will be required to submit personal information to the FPEF as part of the relationship with the FPEF.
  - 13.2 In instances where we provide the FPEF with personal information on a third party, I warrant that we have the required consent and are entitled to disclose such personal information to the FPEF. I also acknowledge that the personal information provided to the FPEF has been processed in accordance with applicable law.

- 13.3 The information which we have submitted and will submit in the future is complete, up-to-date, relevant, not misleading and accurate in all respects. Should there be any changes to the personal information which has been submitted to the FPEF, I acknowledge that it is our responsibility to inform the FPEF timeously of said changes to enable the FPEF to keep their records up to date. The FPEF confirms that they have implemented reasonable measures to ensure that the personal information of members remain accurate and up to date but cannot take responsibility for any incorrect information in the Export Directory if a member has not provided the FPEF with the new/correct information. The onus therefore remains on members to inform the FPEF of any changes timeously. (Once the hard copy Export Directory has been printed, no subsequent updates or corrections can be made until the following year's edition.)
- 13.4 I hereby give consent to the FPEF to process (including but not limited to collect, organise, collate, store and destroy) our personal information for various purposes related to the determination of membership fees and to render services and support as agreed.
- 13.5 We also acknowledge and understand the need for the FPEF to evaluate its member relationships on a continuous basis as they strive to onboard and retain relationships with reliable and credible members. Personal information of the member may be used for the above purpose.
- 13.6 I also give consent to the FPEF to transfer personal information for the execution of their services and/or to attend to my interests, to third parties that support the FPEF and who will also take the necessary and appropriate technical and organisational measures to protect personal information.
- 13.7 In certain instances, the member may process or store personal information in other countries to support ongoing business delivery. Some countries may not have similar privacy requirements in which case the member should ensure that the receiving parties agree to adequate privacy principles before such information is shared.
- 13.8 I acknowledge that the FPEF is the implementing agent for the Post-harvest Innovation (PHI) programme of the Department of Science and Technology (DSI) and as such compiles reports on research projects for the DSI. The FPEF confirms that Intellectual Property rights for each project are captured in written agreements between the FPEF and research entity (such as other industry associations).
- 13.9 I have no objection to the FPEF retaining our entity's personal information on their database for as long as is considered necessary for the purpose for which it was collected (including as required by applicable law or regulation).
- 13.10 All personal information which we receive from the FPEF will be treated as strictly confidential and we will adhere to all POPI requirements whilst processing such personal information. We acknowledge that any communication and personal information shared by the PFEF with its members need to be used for the purpose that it was shared for and

only by the individual/parties to whom the communication was intended. No member (active or previous) may share this personal information with third parties unless the member has obtained the consent of the FPEF CEO or if it is legally or contractually required or for legitimate business purposes. It is the member's responsibility in all such instances to have agreed with the relevant third party to also take the necessary and appropriate technical and organisational measures to protect the personal information. In instances where the above information however relates to the views and opinions of a representative from the FPEF, the member is in all instances required to obtain consent directly from the FPEF CEO.

13.11 We have taken all the necessary technical, organisational and security (physical and IT) measures to safeguard the FPEF's personal information. We accept the appropriate legal, business and technology risks associated with processing the personal information of the FPEF. We will only retain any personal information received from the FPEF on our database for as long as is considered necessary for the purpose for which it was collected (including as required by applicable law or regulation). This information will only be used by authorised personnel.

13.12 We will inform both the FPEF and the Information Regulator of any breach or suspected breaches of the FPEF's Personal Information as soon as reasonably practical after the discovery of such breach, while taking into consideration any legislative requirements.

13.13 We acknowledge that the FPEF will communicate important information and updates regarding the industry or new developments to its members. This will mainly be in the form of electronic newsletters. On each occasion the FPEF will provide the member the option to "opt-out" if the member no longer wants to receive this communication from the FPEF.

### **Electronic communications**

Both parties confirm that we each accept the risks of and authorise electronic communications between us. We each agree to use commercially reasonable procedures to check for the then most commonly known viruses before sending information electronically and to safeguard the security and confidentiality of the information transmitted, but we cannot guarantee that the transmission will be free of infection nor its security and confidentiality. We shall each be responsible for protecting our own systems and interests in relation to electronic communications and the member and the FPEF shall have no liability to each other on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between us and our reliance on such information. The exclusion of liability in this clause shall not apply to the extent that any liability arises out of acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent.

## Acknowledgement

This privacy mandate is contractual in nature and includes all the relevant terms that will govern the relationship between the FPEF and its members with regards to the collection, processing, sharing and storing of personal information. The terms of this document supersede any prior oral or written representations or commitments by or between the parties relating to data privacy. Any material changes or additions to the terms set forth in this document will only become effective if evidenced by a written amendment to this document, signed by both parties.

Be assured of our continued professional commitment to our relationship with you.

**Please confirm your agreement and acknowledgement of the above terms contained in this document by initialling all pages, signing where indicated and returning to us the enclosed copy. If there is anything that you do not agree with, please contact our Information Officer directly.**

Yours faithfully



**Piet de Jager**  
**CEO: Fresh Produce Exporters' Forum**

The terms and conditions of this document as set out are acknowledged and accepted by:

<b>Name &amp; Surname</b>	
<b>Entity Name</b>	
<b>Job Title/Designation</b>	
<b>Date</b>	
<b>Signature</b>	