



## POPIA Operator Agreement

ATX-CON-0004 R01, Approved by Veronica Paddy, 22 October 2026

Under sections 19 to 21 of the Protection of Personal Information Act, 2013 (POPIA), the client named below is the **responsible party** and AiTronetiX (Pty) Ltd ("we", "us") is its **operator**. Words defined in POPIA have the same meaning here. It does not apply to one-on-one AI setup sessions, workshops or labs unless we process your personal information.

| PARTIES AND MAIN AGREEMENT |                                                                                                       |          |       |
|----------------------------|-------------------------------------------------------------------------------------------------------|----------|-------|
| Client                     | _____                                                                                                 | Reg. no. | _____ |
| Address for notices        | _____                                                                                                 |          |       |
| Privacy contact            | _____                                                                                                 | Email    | _____ |
| Main agreement             | <input type="checkbox"/> Service Order ATX-CON-0003 dated _____ <input type="checkbox"/> Other: _____ |          |       |

### 1. PROCESSING ON YOUR INSTRUCTIONS

- 1.1 We process personal information only to deliver the services, with your knowledge and authorisation, on your documented instructions (the main agreement, the Schedule and your written instructions) (s20(a)). We will tell you if we believe an instruction breaks the law.
- 1.2 We treat the personal information as confidential and do not disclose it unless the law requires it or it is needed to deliver the services (s20(b)). Everyone we allow to process it is bound by confidentiality.

### 2. SECURITY

- 2.1 As required by s19 and s21(1), we keep appropriate, reasonable technical and organisational safeguards in place, including:
- access control on a least-privilege, need-to-know basis;
  - multi-factor authentication on admin accounts;
  - encryption in transit (TLS);
  - logging of access and changes; and
  - regular review of these safeguards against new risks.

### 3. SECURITY COMPROMISES

- 3.1 Under s21(2), if we have reasonable grounds to believe that personal information has been accessed or acquired by an unauthorised person, we will notify you without undue delay, and aim to do so within 48 hours of becoming aware of it. We will tell you what happened, what information is affected and what we are doing about it.
- 3.2 We will help you notify the Information Regulator and affected data subjects under s22.

### 4. SUB-OPERATORS

- 4.1 You give general authorisation for us to use sub-operators, starting with those in Schedule part F. We will give you notice before adding or replacing one, and you may object on reasonable grounds. Each sub-operator must accept written terms that protect the information at least as well as this agreement, and we remain responsible to you for them.

### 5. TRANSFERS OUTSIDE SOUTH AFRICA

- 5.1 You acknowledge that some providers (for example Zoho Mail and AI model providers) host information outside South Africa. We transfer it only where POPIA s72 allows: to countries or under terms that give adequate protection, or with contractual safeguards.

### 6. DATA SUBJECT REQUESTS

- 6.1 We will pass on to you, within 2 business days, any request or objection we receive from a data subject (ss11(3), 23 to 25), and help you respond. We do not respond ourselves unless you instruct us to.

### 7. INFORMATION THAT MAY NOT BE PROCESSED

- 7.1 You will not route special personal information (s26) or personal information of children (s34) through the assistant or services, unless we have first agreed to it in writing.

### 8. AUDIT AND INFORMATION

- 8.1 On reasonable written request, we will give you the information you need to show compliance with this agreement, and allow a reasonable audit at your cost, on reasonable notice and subject to confidentiality.

**9. END OF PROCESSING**

**9.1** When the services end, we will return or delete the personal information (your choice) within 30 days, unless the law requires us to keep it. We will confirm in writing when this is done.

**10. LIABILITY**

**10.1** Each party's liability under this agreement is subject to the limit in the main agreement. That limit does not apply to a wilful or grossly negligent breach of this agreement.

**11. TERM AND GENERAL**

**11.1** This agreement runs for as long as we provide the services or hold the personal information, and clauses 1.2, 3 and 9 continue until it has been returned or deleted.

**11.2** If this agreement and the main agreement conflict on personal information, this agreement applies. South African law applies. Our domicilium is our registered office below; yours is the address above. This agreement may be signed electronically (ECTA s13).

**Schedule: details of the processing**

|                                |                                                                                                                                                                                                                                                                                                   |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. Services</b>             | <input type="checkbox"/> AI Website Assistant <input type="checkbox"/> Grok Bot <input type="checkbox"/> Workshop administration <input type="checkbox"/> Other: _____                                                                                                                            |
| <b>B. Data subjects</b>        | <input type="checkbox"/> Website visitors <input type="checkbox"/> Customers <input type="checkbox"/> Prospective customers <input type="checkbox"/> Your staff<br><input type="checkbox"/> Other: _____                                                                                          |
| <b>C. Personal information</b> | <input type="checkbox"/> Names <input type="checkbox"/> Contact details <input type="checkbox"/> Chat messages and transcripts <input type="checkbox"/> Booking or enquiry details<br><input type="checkbox"/> Technical data (IP address, device, cookies) <input type="checkbox"/> Other: _____ |
| <b>D. Purposes</b>             | <input type="checkbox"/> Answering enquiries <input type="checkbox"/> Capturing leads and handing over to your staff <input type="checkbox"/> Bookings<br><input type="checkbox"/> Fixing faults and improving the service <input type="checkbox"/> Other: _____                                  |
| <b>E. Retention</b>            | Chat transcripts are kept for <input type="checkbox"/> 30 days <input type="checkbox"/> 90 days <input type="checkbox"/> 12 months <input type="checkbox"/> Other: _____, then deleted.                                                                                                           |

**F. Current sub-operators**

| SUB-OPERATOR | WHAT IT DOES | WHERE IT PROCESSES | S72 SAFEGUARD |
|--------------|--------------|--------------------|---------------|
| _____        | _____        | _____              | _____         |
| _____        | _____        | _____              | _____         |
| _____        | _____        | _____              | _____         |
| _____        | _____        | _____              | _____         |

**For AiTronetiX (Pty) Ltd (operator)**

Signature \_\_\_\_\_  
Name Veronica Paddy  
Capacity Director  
Date \_\_\_\_\_  
Place \_\_\_\_\_

**For the client (responsible party)**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Capacity \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_