

# PROCESSING OF PERSONAL INFORMATION AGREEMENT

("Agreement")

## 1. PARTIES

The Parties to this Agreement are as follows:

- a. **THE AATE (PTY) LTD ("THE ACADEMY")** a company incorporated in accordance with the company laws of South Africa with registration number 2021/128315/07 with its principal place of business at 19 Williamson Street, Scottburgh, KZN, South Africa.

- b. Miyelani Climde Mashimbyi (Name and Surname)  
9804155854082 (Identity Number)  
("LEARNER")

## 2. DEFINITIONS

- a. **"Personal Information"** shall include, but is not limited to Identity Documents, Resumes, Qualifications, CV and/or any other documents containing Personal Information provided to THE ACADEMY during the application process and/or thereafter.
- b. **"Data Protection Laws"** shall mean the applicable data protection or privacy Laws and shall include but not be limited to The Protection of Personal Information Act 4 of 2013 ("POPIA").
- c. **"Effective date"** means the date on which the Party signs first in time.
- d. The terms **"data controller"**, **"data processor"**, **"data subject"**, **"personal data"**, **"personal data breach"**, **"processing"**, **"sub-processor"** and **"sensitive personal data"** shall have the same meaning ascribed to those under Data Protection Laws.
- e. **"Learnership"** shall mean an approved theoretical course as well as diverse technical workplace experience.

### **3. PERMISSION TO USE THE PERSONAL INFORMATION**

- a. By submitting Personal Information to THE ACADEMY, the LEARNER expressly agrees to the following:
  - i. The LEARNER consents to THE ACADEMY retaining their Personal Information in its database for the purpose of consideration for potential Learnerships.
  - ii. The LEARNER warrants that all Personal Information provided to THE ACADEMY is accurate, current, and complete.
  - iii. The LEARNER gives consent to THE ACADEMY to disclose or transmit the LEARNER's CV and/or other Personal Information to any client for the purpose of consideration for potential Learnerships.
- b. By agreeing to the terms outlined in the Agreement, the LEARNER grants THE ACADEMY authorization to process their Personal Information as defined under applicable Data Protection Laws.
- c. Processing of Personal Information shall include, but is not limited to, the receipt, recording, organizing, ordering, storage, updating, modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution, or making available in any other form; or merging, linking as well as blocking, erasure or destruction of information.
- d. The Agreement will become effective on the effective date and will be terminated upon written instruction from the LEARNER and/or once the LEARNER has commenced with a Learnership.

### **4. RIGHTS OF THE LEARNER**

- a. The LEARNER shall have the right to request access to the Personal Information held by THE ACADEMY, including the purposes for which such information is being processed and the circumstances under which it may be disclosed.
- b. The LEARNER shall have the right to request corrections or updates to their Personal Information. In the event of any changes to the LEARNER's personal details, they are obligated to promptly notify THE ACADEMY to ensure the accuracy of its records.

- c. The LEARNER reserves the right to withdraw their consent to the processing of Personal Information, provided such withdrawal is communicated in writing to THE ACADEMY.
- d. Any withdrawal of consent shall take effect from the date of receipt by THE ACADEMY and shall not apply retroactively. It will not affect any processing of Personal Information conducted before such withdrawal.

## **5. INDEMNITY**

The LEARNER hereby indemnifies and holds THE ACADEMY harmless for any and all loss, injury, damage, fines, and taxes, claims, costs or liability of whatever nature, including legal costs on the scale as between an attorney and client which THE ACADEMY may at any time sustain or incur by reason of or in consequence of or arising directly out of or in connection with or in relation to the breach by the LEARNER of the provisions of this Agreement.

## **6. DISPUTE RESOLUTION**

Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa, in Johannesburg, by a single arbitrator, in English, appointed by the Foundation.

## **7. GOVERNING LAW**

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa regardless of the laws that may otherwise be applicable under principles of conflicts of law.

## **8. GENERAL**

- a. No variations, alterations or amendments of this Agreement will be of any force or effect unless reduced to writing and signed by both Parties.
- b. No waiver or abandonment by either Party of any of its rights in terms of this Agreement will be binding on that Party, unless such waiver or abandonment is in writing and signed by the waiving Party.
- c. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid, unlawful or unenforceable, such provision shall not invalidate the remaining provisions of this Agreement.




## 9. DECLARATION AND INFORMED CONSENT

- a. The LEARNER declares that all Personal Information supplied to THE ACADEMY is accurate, up to date, is not misleading, and that it is complete in all aspects.
- b. The LEARNER undertakes to immediately notify THE ACADEMY of any changes to Personal Information should any of these details change.
- c. The LEARNER gives THE ACADEMY permission to process the Personal Information as provided above.
- d. The LEARNER acknowledges and consents to the collection, processing, and use of their Personal Information by THE ACADEMY for the purposes for which it is being provided, in accordance with applicable Data Protection Laws.

☒ I hereby agree to the above and confirm that I have read and understood the contents.

☒ I give consent to THE ACADEMY to use my Personal Information for the purpose of consideration for potential Learnerships.

☒ I am aware that my Personal Information will be kept securely for up to 5 years.

For and on behalf of THE ACADEMY	LEARNER
<p>_____ Name: Job Title: Date: Who warrants that he/she is duly authorised hereto</p> <p>_____ Name: Job Title: Date: Who warrants that he/she is duly authorised hereto</p>	<p> Name: Myelani Mushimbyi Date: 03/07/2025</p>