

**Operator Agreement Addendum
Data Processing Agreement (DPA)**

between

- KSB Pumps and Valves (Pty) Limited hereinafter referred to as “**Client**” -

And

- Processor hereinafter referred to as “**Contractor**” -

- jointly referred to as “**Parties**” -

This DPA stipulates the legal obligations of the Parties regarding data protection resulting from the processing of personal data related to any and all existing contracts (hereafter referred to as the “Main Contract and/or Agreement”). The DPA applies to all activities associated with the Main Contract and/or Agreement during which employees of the Contractor and/or third parties subcontracted by the Contractor have access to personal data provided by the Client.

PREMISES

This Agreement will be governed by the GDPR or POPIA or both, to the extent that it is applicable. GDPR refers to the General Data Protection Regulations, a European law.

POPIA refers to the Protection of Personal Information Act, a South African law.

The Parties record that due to the nature of the service to be rendered by the contractor in the Main Contract and/or Agreement, it is imperative that both parties put in place measures to ensure compliance with the abovementioned data protection laws.

Where reference is made in this contract to data protection laws, it refers to both GDPR and POPIA unless the context indicates otherwise.

Wherefore the parties record their intention to comply with data protection laws as follows:

1. OBJECT AND DURATION OF DATA PROCESSING

The Contractor processes personal data exclusively on behalf of and in accordance with the instructions of the Client. The Contractor is responsible for compliance with all applicable data protection provisions and regulations.

1.1 Duration of the data processing:

The duration of the data processing depends on the term of the Main Contract and/or any individual contracts, agreements or orders based on a framework agreement.

1.2 Termination for cause without notice:

The Client may terminate this DPA, and the Main Contract and/or Agreement, for cause without notice with immediate effect, if the Contractor has culpably violated applicable data protection provisions and regulations and/or obligations under this DPA.

1.3 Applicability for testing or maintenance work:

The provisions of this DPA apply accordingly if the testing or maintenance of automated processes or data processing systems is performed on behalf of the Client, to the extent it is not possible to exclude access to personal data during such activities.

2. SCOPE OF DATA PROCESSING

The Contractor only, processes personal data within the scope of the Main Contract and/or Agreement, this data processing addendum and according to Client's instructions (see clause 9).

3. TECHNICAL/ORGANIZATIONAL MEASURES

Technical and organizational measures taken by the Contractor must be governed by the GDPR or POPIA or both, to the extent that it is applicable. The technical and organizational measures are subject to technological process and further development. Therefore, the Contractor is entitled to implement adequate alternative measures. The level of security for the implemented measures must not be compromised. The Contractor must document substantial changes.

4. RIGHTS OF DATA SUBJECT – RECTIFICATION, RESTRICTION OF PROCESSING AND ERASURE OF DATA

- 4.1** The Contractor has to consult with the Client where this is necessary in order to safeguard the rights of the data subject and to fulfil the resulting legal obligations of the Client, in particular when notifying the data subject, providing information to data subjects and correcting, erasing personal data or restricting its processing. The Contractor may only rectify, erase personal data or restrict the processing of personal data in accordance with Client's instructions. If a data subject contacts the Contractor directly in order to have their data rectified or erased, the Contractor shall promptly inform the Client about such request.
- 4.2** If the Client is legally obligated to provide information regarding processing of personal data to individuals (data subjects), the Contractor shall support the Client in providing this information, if the Client requests the Contractor to do so in text form. Insofar as the Client could independently make the data available to the data subject, but instructs the Contractor to do so, the Contractor can claim an appropriate remuneration.

5. INSPECTIONS AND OTHER RESPONSIBILITIES OF THE CONTRACTOR

The Contractor is also responsible for compliance with the following obligations:

- 5.1** Protecting data secrecy: All persons who can access personal data as part of their contracted work must be bound to observe secrecy of data and must be informed of the specific data protection obligations arising out of this DPA and existing instructions, including any further relevant data protection legislation, the relevant undertakings shall be provided to the Client on request.
- 5.2** Implementation of and compliance with all necessary technical and organizational measures (see also clause 3).
- 5.3** Ability to verify the adopted technical and organizational measures upon Client's request. The Contractor can also submit current certificates, reports or report excerpts from independent bodies (such as auditors, inspectors, data protection officers, IT security departments, data protection auditors and quality auditors) or a suitable certification from an IT security or data protection audit.
- 5.4** Checks by means of regular reviews conducted by the Contractor with regard to the execution or fulfillment of the data processing, in particular the compliance with and any necessary amendments to regulations and measures for data processing. Prompt notification of the Client of deficiencies and/or irregularities that are discovered during the review.
- 5.5** Written appointment – if required by law – of a data protection officer. The Client will be provided with contact information for the purpose of direct contact.
- 5.6** Provision of complete written documentation regarding the processing of personal data, on the basis of which the Client may show the lawfulness of data processing.
- 5.7** Provision of the information and data necessary for the Client's records of processing activities; such information must be provided only upon Client's request and only in relation to data processing performed by the Contractor within the scope of this DPA.
- 5.8** Prompt notification of the Client of any measures by supervisory authorities. This also applies if a supervisory authority investigates the Contractor.
- 5.9** Prompt notification of the Client by the Contractor if the Contractor becomes aware of a violation of the protection of personal data in relation to this DPA.

- 5.10** The processing of data shall take place exclusively in the territory of the Republic of South Africa. Any cross-border transfer requires the prior consent in text form of the Client. If a subcontractor is to be employed, these requirements shall apply in addition to the provisions of clause 6.
- 5.11** The Contractor shall maintain records of all data processing activities carried out on behalf of the Client, including names and contact information of the Contractor and the data protection officer, records of cross-border transmissions of personal data with information on the destination involved, as well as a general description of technical and organizational measures as required by.
- 5.12** The Contractor shall support the Client in ensuring adherence to the requirements of any data protection impact assessments or in case of consultation of the supervisory authorities.
- 5.13** The Contractor shall support the Client in the fulfilment of requests of a data subject with regard to the right to data portability to the effect that the Contractor shall upon Client's instructions make the data provided by the data subject available in a structured, current and machine-readable format or, as the case may be, transfer the data directly to another Controller, if technically possible.

6. SUBCONTRACTING

- 6.1** If subcontractors are involved in the processing of personal data provided by the Client, the following requirements must be fulfilled:
- The Contractor must select the subcontractor carefully and ensure before contracting that such subcontractors are able to comply with the arrangements made between the Client and the Contractor.
 - The engagement of subcontractors is only permitted with the prior written consent of the Client.
 - The Contractor must arrange its contractual agreements with the subcontractor(s) in such manner as to ensure that they comply with the data protection provisions applicable to the contractual relationship between the Client and Contractor.
 - In the case of subcontracting, the Client must be granted comprehensive controlling and examination rights with regard to the subcontractor. The Client can demand from the Contractor information – if necessary by means of inspecting the relevant contract documents – about the essential provisions of the agreement between the Contractor and the subcontractor concerning the fulfillment of the obligations relevant under data protection law. Said controlling and examination rights shall also be granted to the data protection officer of the Client.
- 6.2** Any engagement of subcontractors shall be subject to the documented approval of the Client.
- 6.3** The Client can revoke approval for engagement of a subcontractor at any time for cause, particularly if the subcontractor has violated contractual or other legal regulations and obligations. In consequence of this revocation, further engagement of such subcontractor will be prohibited.
- 6.4** Services obtained by the Contractor as ancillary services to support the Contractor in executing the contract data processing shall not be considered as subcontracting in the meaning of this section 6. These include, for instance, telecommunications services, maintenance and user service, cleaning services, auditors or the disposal of data storage media. The Contractor is, however, obligated to conclude appropriate contractual agreements and to implement

controlling measures to ensure the protection and security of Client data, including with regard to ancillary services purchased from third parties.

7. CONTROL RIGHTS OF THE CLIENT

- 7.1** The Contractor agrees that the Client is entitled at any time after written notification to control Contractor's compliance with data protection regulations and the provisions of this DPA to the required extent, particularly by means of obtaining information and inspecting the stored data and data processing programs. The Client shall be entitled to monitor compliance with this DPA by the Contractor in its business operations by means of spot checks. This also includes the right to access the property, company facilities and data processing systems of the Contractor and to carry out reviews or inspections there, or have them carried out by others, as well as to view company documents and saved data and data processing programs if required within the scope of controlling rights in association with the execution of the contract data processing in accordance with a mutually agreed process designed to avoid disruption of the services and protect the confidential information of the Contractor and its other clients. Any such audit or inspection shall be subject to reasonable notice to the Contractor, to occur no more frequently than once annually (unless otherwise required by an applicable regulatory agency), and further, such audit or inspection shall take no more than one business day to complete. Insofar as the cost of the support goes beyond the obligation to cooperate (Art. 28 (3) (h) EU GDPR), the Contractor may claim appropriate compensation.
- 7.2** The Contractor is obligated, upon request, to provide the Client with any information necessary to comply with its obligations related to contract data processing and to make relevant certifications available taking into consideration confidential information of the Contractor and its other clients.
- 7.3** With regard to Client inspections before the beginning of data processing and during contract data processing, the Contractor shall ensure that it can provide the Client with sufficient proof of adherence to the technical and organizational measures agreed upon with the Client. To this end, the Contractor shall provide the Client with proof of the implementation of technical and organizational measures for this purpose (see Clause 3). The certification may also be provided by the submission of current attestations, reports or report excerpts from independent bodies (such as auditors, inspectors, data protection officers, IT security departments, data protection auditors, quality auditors) or a suitable certification from an IT security or data protection audit.

8. NOTIFICATION OF PERSONAL DATA BREACH

- 8.1** The Contractor shall immediately notify every case of a personal data breach, for which the Contractor, its employees or subcontractors are responsible, to the Client.
- 8.2** If the loss, unlawful transfer or disclosure of personal data is likely to result in a risk to the rights and freedoms of natural persons (data subjects), there may be notification and information obligations toward the supervisory authority (or the data subject). Therefore, the Client must be informed of such cases promptly regardless of their cause. This also applies to severe disruptions of the operating process, suspicion of violation of data protection laws, or other irregularities in handling the personal data provided by the Client.
- 8.3** In coordination with the Client, the Contractor shall take appropriate measures to secure data and to reduce any potential adverse consequences for data subjects. If the Client is subject to obligations to notify cases of data breach to supervisory authorities, the Contractor must support the Client.

9. CLIENT'S AUTHORITY TO GIVE INSTRUCTIONS

- 9.1** Personal data shall be processed exclusively within the scope of this DPA and in accordance with the instructions of the Client. The Client reserves the comprehensive right to give instructions regarding the type, scope and process for data processing, and provide further concrete details through individual instructions. Changes to the subject of processing and procedures must be jointly agreed and documented. The Contractor may provide information to third parties or data subjects only with the prior written consent of the Client.
- 9.2** The Client will confirm oral instruction in text form (e.g. e-mail) without undue delay. The Contractor shall not use the data for any other purpose, and is in particular not entitled to transfer it to third parties. No copies and duplicates shall be made without Client's knowledge thereof. This does not include back-up copies, if they are necessary to ensure proper data processing, and data necessary for compliance with legal archiving obligations.
- 9.3** The Contractor shall inform the Client promptly if it believes that Client's instructions violate data protection regulations. The Contractor is entitled to suspend carrying out the instruction in question until it is confirmed or changed by Client's responsible person.

10. DISCLOSURE, ERASURE OF DATA/RETURN OF DATA STORAGE MEDIA

- 10.1** The Contractor is obliged to hand over to the Client or to a third party designated by the Client all documents, data carriers, processing and usage results created and databases, upon Client's request or after completion of the contractual work - at the latest, however, upon termination of the contractual relationship. This obligation extends to copies and/or reproductions of data storage media and/or archived data. The Contractor has no right of retention. Such handovers must be free of charge and are not subject to any right of objection; any transfer costs or any other expenses related to the handover shall be borne by the Contractor.
- 10.2** After the handover of the data in accordance with clause 10.1, or if the Client waives such handover, any data still in Contractor's possession must be destroyed or erased in accordance with data protection laws; the Client's consent must be obtained before any irrevocable erasure of data. The Contractor proves the erasure upon Client's request through appropriate documentation and/or confirmations. The Client may not demand the erasure of data if the Contractor is legally obligated to archive such data; the processing of such data shall be restricted by the Contractor. Furthermore, instead of erasure, the processing of data shall be restricted if this is legally permissible (for instance based on local/country-specific implementation acts regarding data protection), in particular if erasure is not possible only possible with disproportionate effort due to the specific type of archiving.
- 10.3** Documentation serving to prove proper data processing in accordance with this DPA and the law must be archived by the Contractor after the end of the DPA in accordance with applicable retention periods. Documentation can be handed over to the Client at the end of this DPA.
- 10.4** The regulations of clauses 10.1 and 10.2 apply accordingly to testing and scrap material.

11. CLIENT'S DUTIES

- 11.1** The Client is responsible for compliance with data protection law, in particular for the legality of data transfer to the Contractor.

11.2 The Client shall provide the Contractor prompt and complete information if it detects any deficiencies or irregularities in relation to data protection law while reviewing processing results.

11.3 The Client shall maintain records of processing activities.

12. LIABILITY

12.1 The data protection obligations stated in this DPA represent significant contractual obligations for the Contractor (cardinal obligations) of the Main Contract and/or Agreement concluded with the Client. In this respect, this DPA is to be seen as supplement to the Main Contract and/or Agreement.

12.2 The Contractor shall be liable to the Client for damages resulting from a violation of data protection provisions committed by the Contractor, its employees or its subcontractors. In all other respects, liability shall result from the statutory provisions.

13. RELATIONSHIP TO THE MAIN CONTRACT, OTHER OBLIGATIONS AND PROVISIONS

13.1 The provisions of this DPA shall take priority over the Main Contract and/or Agreement and serve as a supplement to it, if not otherwise regulated in this DPA. In relation to processing of data.

13.2 Should personal data provided by the Client to the Contractor be endangered by seizure or confiscation, by insolvency or composition proceedings or other events or by measures of third parties, the Contractor shall immediately inform the Client. The contractor shall further immediately inform all creditors, their vicarious agents and all other relevant parties that the ownership of the data, data carriers, documents, etc. is exclusively with the Client.

13.3 Changes and/or amendments to this DPA must be made in writing to be effective. This shall also apply to a waiver of the written form requirement. With regard to the applicable law and the place of jurisdiction, the respective provisions of the Main Contract and/or Agreement shall apply.