

## Joint Controllership Agreement (JCA)

### Processing of personal information by CareerJunction and the customer under joint responsibility within the meaning of Section 1 (definition of „responsible party“ alt. 2) POPIA

#### 1. Purpose of this joint controllership arrangement

**1.1**  
This arrangement governs the rights and obligations of the responsible parties (hereinafter also referred to as “Parties”) when jointly processing personal information. This arrangement relates to all activities where employees of the Parties or processors they have commissioned process personal information for the responsible parties. The Parties jointly determine the means and purposes of the processing activities detailed below.

**1.2**  
In order to select and manage suitable applicants for one or more jobs advertised by the customer, personal information are processed in the CareerJunction applicant management system („Recruiter Space“). Where the customer uses the Recruiter Space to process a candidate’s application, CareerJunction processes the candidate’s personal information within the scope of Section 1 POPIA. The processing of the candidate’s personal information within the candidate’s user profile is based on a contract between the candidate and CareerJunction. CareerJunction cannot process candidate’s data at the direction of only the candidate or the customer. Since CareerJunction and the customer process the candidate’s (personal) information on CareerJunction’s platform, CareerJunction and the customer are jointly responsible according to Section 1 POPIA.

**1.3**  
For the remaining process stages, where the purposes and means of individual phases of the data processing are not jointly determined, each contracting party is a single responsible party within the meaning of Section 1 POPIA (as defined as an „operator“). Insofar as the contracting parties are joint operators or joint controllers within the meaning of Section 1 POPIA (when processing personal information in conjunction), the following arrangements apply:

#### 2. Areas of activity of the Parties

**2.1**  
Under joint controllership, CareerJunction is responsible for the processing of personal information pertaining to users registered for CareerJunction in the context of the application process for jobs advertised by the customer (area of activity A). The data that is processed, the legal basis for which in accordance with Section 11 (1) lit. A POPIA is the contract with users registered for CareerJunction, is all personal and personally identifiable data, which has been given and transmitted by applicants. This generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience.

**2.2**  
Under joint controllership, the customer is responsible for the processing of personal information pertaining to applicants after applications are received in the Recruiter Space (area of activity B). The legal basis for this processing, in accordance with Section 11 (1) lit. a POPIA is the applicant’s consent to the processing of their application. The data that is processed is all personal and personally identifiable data, which has been given and transmitted by applicants. This generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. Furthermore, data captured by the customer regarding the application may be added to such data. This includes information that the customer enters when using the comment function or note function or by assigning an application status, and where the Video Interview Service is used, a) the recorded applicant videos, when an application video is created by the applicants in accordance with clause 5 (a.) lit. a of these GTC, or b) the e-mail address and name of the applicant for conducting a live interview in accordance with clause 5 (a.) lit. b of these GTC.

#### 3. Lawfulness of data processing

Each Party warrants compliance with the statutory provisions, in particular the lawfulness of the processing it also carries out under joint controllership. The Parties will take all technical and organisational measures necessary to ensure that the rights of data subjects, in particular within the meaning of Section 18, 23, 24 can be or are satisfied within the statutory periods of time.

#### **4. Data minimisation**

The Parties will ensure that only personal information is collected which is absolutely necessary for the lawful handling of the process and for which the purposes and means of processing are prescribed by Republic law. For the rest, both contracting parties will observe the principle of data minimisation within the meaning of Section 10 POPIA.

#### **5. Rights of data subjects**

##### **5.1**

The Parties undertake to make available to data subjects, free of charge, the information required under Section 5 POPIA in a concise, transparent, easy to understand and easily accessible manner and in clear and plain language. The Parties agree that CareerJunction will provide such information with regard to the processing of personal information in area of activity A and the customer will provide such information with regard to the processing of personal information in area of activity B.

##### **5.2**

Data subjects are able to assert the rights afforded to them by Section 19, 21, 22, 24 POPIA against both contracting parties. Where a data subject, in exercising their rights as a data subject, contacts one of the Parties, in particular with a view to obtaining, rectifying and deleting their personal information, the Parties undertake to forward this request without undue delay to the other Party, irrespective of any obligation to satisfy the data subject's rights.

##### **5.3**

The Parties undertake to fulfil the obligation to provide information as referred to in Section 23 POPIA and to make available to data subjects, upon request, the information to which they are entitled under Section 23 POPIA. As a matter of principle, the information will be given to data subjects by the contracting party to which the request was made. Where necessary, the Parties will make available to each other the necessary information from their respective area of activity. The point of contact of the respective Party responsible in this respect is a person from the respective Party's organisation who is tasked with data protection. Any change to the respective point of contact must be notified to the other Party without undue delay. The Parties are also deemed to have fulfilled their obligation under the fifth sentence, when the person tasked with data protection as indicated in the privacy policy or legal notice of a Party is contacted.

##### **5.4**

Where personal information is to be deleted, the Parties will notify each other beforehand. The respective other Party may object to the deletion where a legitimate reason exists, for instance where it is subject to a statutory obligation to retain the data.

#### **6. Obligations to inform each other**

The Parties will inform each other without undue delay and in full, if they discover errors or irregularities with respect to data protection provisions when auditing processing activities or the results of contract data processing.

#### **7. Making available of this arrangement**

The Parties undertake to make available to data subjects the essence of this arrangement on joint controllership. CareerJunction will make a current version of this arrangement publicly available at:  
[https://cj-marketing.s3.amazonaws.com/CareerJunction\\_Terms\\_Of\\_Use.pdf](https://cj-marketing.s3.amazonaws.com/CareerJunction_Terms_Of_Use.pdf).

#### **8. Notification and communication**

Both Parties are subject to the obligations arising from Section 19, 21, 22 POPIA to notify the supervisory authority of a personal information breach and to communicate a personal information breach to the data subject for their respective area of activity. The Parties will inform each other without undue delay of any notification of a personal information breach to the supervisory authority and will forward to each other the information required for conducting the notification.

#### **9. Data protection impact assessment**

If a personal information impact assessment within the meaning of Section 55 (1) POPIA is required, the Parties will assist each other in this respect.

## **10. Documentation and storage obligations**

### **10.1**

Documentation that demonstrates compliance within the meaning of Chapter 3 POPIA is to be stored by each Party in accordance with their legal powers and obligations to do so beyond the end of the contract.

### **10.2**

The Parties have their own responsibility for ensuring that they comply with all statutory retention obligations in place in relation to the data. To this end, they are to take appropriate data protection precautions (Section 55 (1) POPIA). This applies in particular in the event that the collaboration comes to an end.

### **10.3**

When the main contract comes to an end, CareerJunction will delete the data contained in the applicant tracking system, no later than one year after the application was received in the applicant tracking system. The customer may ask CareerJunction at any time to delete data in its own area of activity. CareerJunction will perform the deletion without undue delay, unless CareerJunction is authorised or obligated to retain the data.

## **11. Data secrecy and confidentiality of data**

The Parties will ensure, within their area of activity, that all employees involved in the data processing maintain the confidentiality of the data in accordance with Section 20, 21 POPIA and in the period in which they are employed as well as after their employment comes to an end and that said employees, before commencing their work, will be accordingly obligated to data secrecy and instructed in the data protection provisions that are relevant to them.

## **12. Privacy by design and technical and organisational measures**

### **12.1**

Systems are to be implemented, operated and configured with default settings taking into account the specifications of the POPIA and other rules and regulations, in particular taking into account the principles of privacy by design and by default and using suitable, state-of-the-art technical and organisational measures.

### **12.2**

The Parties shall take suitable organisational and technical measures in accordance with the relevant data protection laws, including the POPIA and in particular Section 1, 20, 21 thereof, to protect the personal information of the data subjects and their rights and freedoms, taking into account implementation costs, the state of the art, type, scope and purpose of processing as well as the probability of occurrence and severity of the risk. The technical and organisational measures are subject to technical progress and further development. In this respect, the Parties are required to check the effectiveness of the measures and adapt them accordingly as technology progresses. Alternative protective measures are permitted as long as they do not fall below the protective level of the defined measures. Significant changes must be documented and reported to the other Party without undue delay.

### **12.3**

The personal information to be processed in the course of providing services on the CareerJunction platform or in the Recruiter Space is stored on specially protected servers.

## **13. Data processors**

### **13.1**

The data processors listed in Annex 1 provide services on CareerJunction's behalf. The Parties may place orders with other processors and will provide the respective other Party with an up-to-date list of processors for information purposes, insofar as the scope of this arrangement is concerned as a result. Reference to the publication of an up-to-date list on the respective Party's own website will suffice in order to fulfil this obligation to provide information. If the other Party lodges an objection against the amendment within four weeks of notification, the changing Party is required to discontinue the service in its area of activity, without this giving rise to any right to terminate the main contract. An objection against an amendment can be lodged only where good cause exists, in particular if a data transfer to a third country is necessary for performing the data processing contract.

### **13.2**

When engaging data processors within the scope of this arrangement, the Parties undertake to conclude a contract in accordance with Art. 21 POPIA and to commission only those subcontractors who meet the requirements of data protection law and the specifications of this contract.

**13.3**

Services provided by third parties as ancillary services to assist in the execution of the contract data processing are not deemed to be data processors. These include, for example, telecommunications services, maintenance and user service, cleaning staff, inspectors or the disposal of data media. The Parties are, however, required to make appropriate and lawful contractual agreements and take control measures to ensure the protection and security of the data, including where ancillary services are outsourced.

**14. Records of data processing activities**

The Parties will maintain a record of data processing activities in accordance with Section 17 POPIA, including and in particular noting the nature of the processing operations under joint or sole controllership.

**15. Liability**

Externally, the Parties shall be jointly and severally liable, without prejudice to the provisions of this contract, for damage to data subjects, which is caused by processing which is not compliant with the POPIA. Internally, the Parties shall be liable, without prejudice to the provisions of this contract, only for damage arising within their respective area of activity.

**For the customer**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Place, date: \_\_\_\_\_

**For CareerJunction**Signature:  \_\_\_\_\_Name: Greig SmithPlace, date: Sandton 10 June 2021**For CareerJunction**Signature:  \_\_\_\_\_Name: Willem SwartPlace, date: Cape Town, 10 June 2021