



GLOBAL BUSINESS SOLUTIONS

FUTURE THINKING, NOW

DATA PROCESSING AGREEMENT

Global Business Solutions (Pty) Ltd ("GBS" / "Operator") Registration No: 1993/092511/07 | 2nd Floor Global House, 3 Pearce Street, Berea, East London, Eastern Cape, 5214 | joshua@globalbusiness.co.za

("Client" / "Responsible Party") By using the Bot/Tool you are agreeing to this agreement

(together, the "Parties") **Effective Date:** [01/03/2026]

⚠ CRITICAL NOTICE — READ BEFORE USE

GBS recommends the use of Copilot (together, the "De-Identification Tools") to all users of GBS AI tools and chatbot services. Use of tools to de-identify, anonymise, or remove personal or confidential information **before** submitting any query or data to any GBS platform is strongly required. Where any user fails to take reasonable steps to remove personal information or confidential information or, fails to quality-check the output of these and other tools, or submits personal or confidential information to any GBS platform without prior scrubbing, GBS is fully and unconditionally indemnified against any and all liability of any nature whatsoever, whether arising now or in the future, in connection with such processing.

This indemnity does not derogate from GBS's commitment to best-practice POPIA compliance as Operator. This PIIA is maintained to document that commitment — assessing the nature, extent, safeguards, and pertinent information relevant to GBS's role as Operator in the context of users of the SaaS AI platforms and bots it deploys.

Users may use Copilot or other approved de-identification tools to deidentify or anonymise personal or confidential information prior to using our platforms.

PART 1: DEFINITIONS

"Anonymised" means information irreversibly altered so that no data subject can be identified directly or indirectly by any party.

"Client Data" means personal information and special personal information processed by GBS as Operator under this Agreement.

"Data Subject" means the natural person to whom personal information relates (POPIA s1).

"De-identified" means direct identifiers (name, ID number, employee number, contact details) removed or replaced, with any re-identification key held solely by the Client.

"GBS Services" means GBS's AI chatbot tools, HR and labour relations advisory platforms, employment equity compliance tools, and associated consulting services.

"Information Regulator" means the Information Regulator of South Africa established under POPIA section 39.

"Personal Information" and **"Special Personal Information"** have the meanings assigned in POPIA sections 1 and 26 respectively.

"POPIA" means the Protection of Personal Information Act 4 of 2013 and its Regulations.

"De-Identification Tools" means the approved de-identification tools (including Copilot and any other tools recommended by GBS from time to time) made available to users of GBS Services to assist in de-identifying personal information prior to platform submission.

"Pseudonymised" means identifying information replaced with a reference code, with the linking key held separately by the Client and not shared with GBS or any Sub-Processor.

"Security Compromise" means unlawful access to or processing of personal information as contemplated in POPIA section 22.

"Service Agreement" means the master services agreement or statement of work between the Parties, into which this Agreement is incorporated.

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Goldberg, De Villiers & Myburgh (Pty) Ltd – Reg. No. 1993/092511/07

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"Sub-Processor" means any third party engaged by GBS to process Client Data, including the AI SaaS platforms listed in Schedule B.

PART 2: ROLES

2.1 The Client is the **Responsible Party**. GBS is the **Operator**, processing Client Data on the Client's behalf pursuant to this Agreement.

2.2 GBS's role as Operator arises solely in respect of personal information that is submitted to GBS platforms. GBS does not determine the purposes or means of processing the Client's underlying employee or stakeholder data.

PART 3: DE-IDENTIFICATION — PRIMARY RISK CONTROL

3.1 Provision of De-Identification Tools GBS makes approved De-Identification Tools available to all users of GBS Services. These tools are designed to assist users in identifying, de-identifying, anonymising, or removing personal information and special personal information from text before it is submitted to any GBS AI platform or chatbot tool.

3.2 Obligation to Use All users of GBS Services — whether employees of GBS or of the Client — are **strongly required** to:

- (a) De-identify all text using an approved De-Identification Tool before submitting it to any GBS platform;
- (b) Review the De-Identification Tool output and satisfy themselves that no personal information or special personal information remains in the text to be submitted; and
- (c) Where a workflow genuinely requires identified data, limit submission to the minimum necessary, use pseudonymisation, and ensure the platform being used is a Tier 1 platform (Schedule B).

3.3 GBS Indemnity — Failure to De-Identify

Where any user — whether a GBS employee, a Client employee, or any other authorised or unauthorised person — fails to use an approved De-Identification Tool, fails to adequately quality-check de-identification output, or submits personal information or special personal information to any GBS platform without prior de-identification, GBS is hereby fully, unconditionally, and irrevocably indemnified by the Client against any and all claims, losses, damages, fines, penalties, regulatory sanctions, demands, proceedings, or liability of any nature whatsoever — including but not limited to fines imposed by the Information Regulator, third-party claims by Data Subjects, and consequential or indirect losses — whether arising now or at any time in the future, in connection with such unscreened processing.

3.4 Scope of Indemnity The indemnity in clause 3.3 applies regardless of:

- (a) Whether the failure to de-identify was intentional, negligent, or inadvertent;
- (b) Whether the personal information in question was ultimately processed by GBS's own systems or by any Sub-Processor;
- (c) Whether a Security Compromise occurred as a result of or independently of the unscrubbed submission;
- (d) The severity of the regulatory or third-party consequence.

3.5 Non-Derogation — Best Practice Compliance The indemnity in this Part does not derogate from GBS's commitment to best practice as Operator under POPIA. Notwithstanding the indemnity, and without in any way limiting its effect, GBS has:

- (a) Conducted a Personal Information Impact Assessment (PIIA) in accordance with POPIA Regulation 4(1)(b), documenting the nature, extent, risks, and safeguards applicable to each AI platform used in GBS Services;
- (b) Implemented technical and organisational measures appropriate to its role as Operator, including those described in Schedule C;
- (c) Engaged Sub-Processors only on the terms described in Schedule B, with data protection obligations contractually imposed; and

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(d) Committed to keeping its PIIA current, reviewing it at least annually and upon any material change to its platform portfolio or processing activities.

This best-practice posture exists in parallel with, and is independent of, the Client's indemnity obligation.

PART 4: DE-IDENTIFICATION OBLIGATIONS

4.1 General Rule All users must, at all times, use only de-identified or anonymised information when interacting with GBS platforms. Use of an approved De-Identification Tool is the primary mechanism for achieving this.

4.2 Hierarchy Where complete anonymisation is not possible:

(a) **Pseudonymisation** is required — employee reference numbers replace names and ID numbers; the linking key is held by the Client only and is not shared with GBS or any Sub-Processor;

(b) Submission of identified personal information is permitted **only** on Tier 1 platforms (Schedule B), only where the specific workflow cannot function without it, and only where the Client has documented the necessity.

4.3 Special Personal Information Special personal information must not be submitted in identified form under any circumstances. Where special personal information is required by a specific workflow (e.g., racial classification for Employment Equity Act reporting), it must be pseudonymised before submission and processed only through a Tier 1 platform.

4.4 Client's Training Obligation The Client must ensure all its users are trained on and comply with this clause and the de-identification obligation in clause 3.2, and must maintain records of such training.

PART 5: PROCESSING DETAILS

5.1 Processing subject matter, duration, nature, purposes, categories of personal information, categories of special personal information (where applicable), categories of Data Subjects, and retention periods are set out in **Schedule A**.

5.2 Automated Decision-Making In accordance with POPIA section 71, no legally significant or material employment decision shall be made solely on the basis of AI-generated output. All consequential decisions require human review by a qualified person. GBS Services are decision-support tools only.

PART 6: GBS OPERATOR OBLIGATIONS

Subject always to Part 3, GBS undertakes as Operator to:

(a) Process Client Data only on the Client's documented instructions and for the purposes in Schedule A;

(b) Treat Client Data as strictly confidential and ensure authorised personnel are bound by confidentiality obligations;

(c) Implement appropriate, reasonable technical and organisational security measures (POPIA s19) — see Schedule C;

(d) Notify the Client within **24 hours** of becoming aware of an actual or suspected Security Compromise, including: nature of compromise; categories and estimated number of Data Subjects affected; likely consequences; and remediation steps taken or proposed;

(e) Not engage Sub-Processors other than those in Schedule B without 30 days' prior written notice to the Client;

(f) Assist the Client in responding to Data Subject Requests under POPIA sections 23–25;

(g) Cooperate with the Client in conducting PIAs under POPIA Regulation 4(1)(b);

(h) Delete or return Client Data on termination in accordance with clause 9.

PART 7: CLIENT OBLIGATIONS AS RESPONSIBLE PARTY

The Client undertakes to:

(a) Ensure a lawful basis exists under POPIA section 11 for all Client Data shared with GBS;

(b) Ensure Data Subjects have been notified in accordance with POPIA sections 17–18, including of GBS's role as Operator and the Sub-Processors in Schedule B;

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- (c) Comply with, and procure all users' compliance with, the de-identification obligation and requirements in Parts 3 and 4;
- (d) Maintain records of user training on de-identification tool usage and de-identification obligations;
- (e) Ensure all instructions to GBS comply with Applicable Laws;
- (f) Register its Information Officer with the Information Regulator and maintain its own POPIA compliance programme.

PART 8: SUB-PROCESSORS

8.1 The Client authorises GBS to engage the Sub-Processors in Schedule B.

8.2 GBS will give 30 days' prior written notice of any new or replacement Sub-Processor. The Client may object within 15 Business Days on reasonable data protection grounds. Unresolved objections entitle either Party to terminate the affected service on 30 days' notice.

8.3 GBS ensures each Sub-Processor is contractually bound by data protection obligations equivalent to those in this Agreement. GBS remains liable for Sub-Processor performance.

PART 9: CROSS-BORDER TRANSFERS

Where Client Data is transferred outside South Africa (as described in Schedule B), GBS relies on one or more of the following grounds under POPIA section 72: (a) contractual necessity; (b) binding contractual obligations with the Sub-Processor incorporating POPIA-equivalent protections (via the Sub-Processor's DPA incorporating SCCs or equivalent); and/or (c) Client consent, which the Client provides by executing this Agreement and using GBS Services. GBS reviews transfer safeguards annually.

PART 10: DATA SUBJECT RIGHTS AND BREACH NOTIFICATION

10.1 GBS will forward any Data Subject Request to the Client promptly and assist the Client in responding within POPIA timeframes. The Client, as Responsible Party, is responsible for final responses.

10.2 Upon a Security Compromise, GBS will notify the Client within 24 hours per clause 6(d). The Client is responsible for notifying the Information Regulator and Data Subjects under POPIA section 22. GBS will provide reasonable assistance.

PART 11: RETENTION AND DELETION

11.1 GBS retains Client Data only as long as necessary for the purposes in Schedule A or as required by law.

11.2 Within 30 days of termination or expiry of the Service Agreement, GBS will, at the Client's election, return and/or securely delete all Client Data and procure deletion by Sub-Processors, and provide written confirmation thereof.

PART 12: AUDIT

The Client may audit GBS's compliance, not more than once per calendar year (absent a Security Compromise), on 30 days' written notice. GBS may satisfy audit obligations by providing current third-party certifications (SOC 2 Type II, ISO 27001, etc.) of itself or its Sub-Processors.

PART 13: LIABILITY

13.1 Subject to clause 13.2, GBS's aggregate liability under this Agreement is limited to the fees paid by the Client in the 12 months preceding the claim.

13.2 The limitation in clause 13.1 does not apply to GBS's wilful misconduct, gross negligence, or breach of confidentiality. **It does not, under any circumstances, affect or reduce the indemnity provided by the Client under clause 3.3, which operates independently of and in addition to any liability cap.**

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13.3 The Client indemnifies GBS against all losses arising from: (a) failure to use or adequately apply an approved De-Identification Tool; (b) submission of personal information to GBS platforms without prior de-identification; (c) the Client's failure to maintain a lawful basis for processing; and (d) the Client's breach of its obligations under this Agreement.

PART 14: GENERAL

14.1 Governing Law: South African law. Parties submit to South African court jurisdiction.

14.2 Entire Agreement: This Agreement and its Schedules constitute the complete agreement on data processing matters and supersede prior arrangements. In conflict with the Service Agreement on data protection, this Agreement prevails.

14.3 Amendment: Written agreement by authorised representatives only.

14.4 Severability: Invalid provisions do not affect remaining provisions.

SCHEDULE A: PROCESSING DETAILS

Field	Detail
Subject Matter	AI chatbot services; HR, labour relations, and EE compliance tools
Duration	Term of Service Agreement
Nature of Processing	Collection, storage, analysis, use, transmission, deletion
Lawful Basis	Contractual necessity (s11(1)(b)); legal obligation (s11(1)(c)); legitimate interest (s11(1)(f))

Purposes and Applicable Services:

Purpose	Service	Legal Basis
Employment equity planning and reporting	EE Compliance Chatbot	Legal obligation; legitimate interest
Grievance and disciplinary case management	Labour Relations Chatbot	Legitimate interest; contractual necessity
Incapacity and sick leave management	HR Advisory Chatbot	Contractual necessity; legal obligation
Skills development planning	Skills Development Tools	Legitimate interest; contractual necessity
HR policy guidance	HR Policy Chatbot	Legitimate interest; contractual necessity

Categories of Personal Information: Identification details; employment history; performance and disciplinary records; leave and attendance records.

Special Personal Information (*complete applicable categories only*):

- ☐ Racial/ethnic origin (EEA compliance)
- ☐ Health information (incapacity/sick leave)
- ☐ Trade union membership (labour relations)
- ☐ Criminal records (disciplinary processes)

Data Subjects: Current, former, and prospective employees of the Client.

Retention Periods:

Category	Period
Chatbot interaction logs	12 months
Employment records	Employment + 3 years

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Category	Period
Disciplinary records	3 years post-resolution
EE planning data	5 years

SCHEDULE B: SUB-PROCESSOR DISCLOSURE AND AUTHORISATION

Updated: 24 February 2026. GBS will notify the Client 30 days before adding or replacing any Sub-Processor.

Microsoft Corporation — MS365 Copilot and Teams

Risk Tier: 1 — Lower Risk | Data Location: South Africa (Azure SA region) | DPA: | No model training: | Breach notification: 72 hours | Certifications: SOC 2 Type II, ISO 27001, ISO 42001, HIPAA | **Permitted data: General and Special PI (with Purview controls configured)** | s72 Transfer: N/A (SA residency) | *GBS action required: Configure SA data residency and Microsoft Purview DLP.*

Anthropic PBC — Claude

Risk Tier: 1 — Lower Risk | Data Location: United States (GCP/AWS) | DPA: | No model training: (Commercial/Enterprise terms) | Breach notification: 48 hours | Certifications: SOC 2 Type II, ISO 27001, ISO 42001, HIPAA-ready | **Permitted data: General PI; Special PI only with pseudonymisation and documented necessity** | s72 Transfer: Contractual necessity; Anthropic DPA (SCCs); Client consent | *GBS action required: Confirm Commercial/Enterprise plan for all users; negotiate POPIA s72 addendum; ZDR activation recommended.*

Voiceflow Inc.

Risk Tier: 1–2 — Lower-Medium Risk | Data Location: Canada (AWS) | DPA: | No model training: (DPA limited) | Breach notification: Per DPA | Certifications: SOC 2 Type II | **Permitted data: General PI with minimisation; Special PI to be avoided — design chatbot flows accordingly** | s72 Transfer: Contractual necessity; DPA obligations; Client consent | *GBS action required: Request full sub-processor list; conclude POPIA s72 binding agreement.*

Perplexity AI, Inc.

Risk Tier: 2 — Moderate Risk | Data Location: United States only | DPA: Enterprise DPA to be negotiated | No model training: Unconfirmed | Breach notification: Not specified | **Permitted data: ANONYMISED DATA ONLY — NO PERSONAL INFORMATION until POPIA-compliant DPA is concluded** | s72 Transfer: No compliant mechanism currently in place | *GBS action required: Negotiate POPIA DPA immediately. Current use restricted to anonymised queries.*

Gamma Tech, Inc. — Gamma.app

Risk Tier: 3 — Higher Risk | Data Location: United States only | DPA: GDPR only — untenable IP and liability terms | No model training: Not confirmed | SOC 2: Scope disputed | **Permitted data: ANONYMISED/PSEUDONYMISED CONTENT ONLY — NO PERSONAL INFORMATION OF ANY KIND** | s72 Transfer: No compliant mechanism | *GBS action required: Immediate staff notice; evaluate whether POPIA-compliant MSA is achievable; personal data use strictly prohibited until resolved.*

SCHEDULE C: SECURITY MEASURES

General (all platforms): AES-256 encryption at rest; TLS 1.2+ in transit; MFA for all GBS staff; RBAC; annual security review; incident response procedure; vendor risk register.

De-Identification Controls: Approved De-Identification Tools made available to all users; interface-level warnings at sensitive workflow nodes; chatbot design reviewed by Head of AI pre-deployment for data minimisation.

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Special PI Enhanced Controls: Special PI processed only through Tier 1 platforms; Purview sensitivity labels configured for M365; staff trained on platform-specific input restrictions.

Automated Decision-Making Controls: All consequential employment decisions subject to human review; AI outputs labelled as decision-support only; client advised of s71 obligations.

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