

PayGrid

Data Processing Addendum

POPIA Operator Agreement between FinGrid and Employers

FinGrid (Pty) Ltd | www.fingrid.co.za

Effective: April 2026

This Data Processing Addendum ("DPA") forms part of the Terms and Conditions between FinGrid (Pty) Ltd ("FinGrid" / Operator) and the registered employer ("Responsible Party") and governs the processing of personal information by FinGrid on behalf of the Responsible Party in connection with the PayGrid Service.

This DPA is entered into under section 20 of the Protection of Personal Information Act 4 of 2013 ("POPIA") and reflects the parties' agreement on data processing activities.

1. Definitions

- "Personal Information" has the meaning assigned in POPIA and includes all employee data processed through the Service.
- "Processing" has the meaning assigned in POPIA.
- "Data Subject" means each employee whose personal information is processed through the Service.
- "Responsible Party" means the employer who determines the purpose and means of processing Personal Information through the Service.
- "Operator" means FinGrid, which processes Personal Information on behalf of the Responsible Party.
- "Information Regulator" means the Information Regulator of South Africa established under POPIA.

2. Roles of the Parties

The Responsible Party (employer) determines the purpose and means of processing employee personal information and bears primary responsibility for compliance with POPIA.

FinGrid acts as the Operator, processing personal information only on documented instructions from the Responsible Party and only to the extent necessary to deliver the PayGrid Service.

3. Processing Activities

3.1 Categories of Data Subjects

- Current and former employees of the Responsible Party;
- Contractors and other workers whose payroll is administered through the Service.

3.2 Categories of Personal Information Processed

- Identifying information: Full name, ID number, passport number, date of birth;
- Contact information: WhatsApp/phone number (if WhatsApp features are enabled);
- Financial information: Salary, allowances, deductions, bank account details, PAYE, UIF contributions;

- Tax information: SARS tax reference number;
- Employment information: Job title, hire and termination dates, employment status, payment frequency;
- Leave information: Leave type, dates, balances, and approval records.

3.3 Purpose of Processing

- Payroll calculation and payslip generation;
- UIF declaration file generation and submission;
- EMP201 and SARS return preparation;
- Leave management and approval workflows;
- Payroll reporting and audit trail maintenance.

4. Operator Obligations

FinGrid undertakes to:

- Process Personal Information only on documented instructions from the Responsible Party;
- Ensure that persons authorised to process Personal Information are subject to a duty of confidentiality;
- Implement appropriate technical and organisational security measures as required by POPIA section 19;
- Not engage any sub-operator to process Personal Information without the prior consent of the Responsible Party;
- Assist the Responsible Party in responding to requests from Data Subjects exercising their POPIA rights;
- Notify the Responsible Party promptly upon becoming aware of a security compromise affecting Personal Information;
- At the choice of the Responsible Party, delete or return all Personal Information upon termination of the Service;
- Make available all information necessary to demonstrate compliance with POPIA obligations.

5. Responsible Party Obligations

- Ensure that processing of Personal Information through the Service has a valid lawful basis under POPIA;
- Ensure that all required consents from Data Subjects have been obtained before uploading their personal information;
- Provide accurate and complete instructions to FinGrid regarding the processing of Personal Information;
- Comply with all applicable provisions of POPIA as Responsible Party.

6. Security Measures

- Data encryption in transit using TLS/HTTPS;
- Encrypted storage of sensitive fields;
- Role-based access controls limiting staff access;
- Regular automated backups with access controls;
- System activity logging and monitoring.

7. Sub-Operators

FinGrid currently uses the following categories of sub-operators for service delivery:

- Cloud hosting providers (within South Africa or with equivalent protections);
- Email delivery services for payslip distribution;
- Meta Platforms Inc. for WhatsApp Business API services (subject to Meta's data processing terms);
- Payment processing providers.

FinGrid will notify the Responsible Party of any intended changes to sub-operators with at least 30 days' prior notice.

8. Data Breach Notification

In the event of a security compromise involving Personal Information, FinGrid will:

- Notify the Responsible Party within 72 hours of becoming aware of the compromise;
- Provide details of the nature of the compromise, categories of data affected, and measures taken;
- Cooperate in notifying affected Data Subjects and the Information Regulator as required by POPIA section 22.

9. Return and Deletion of Data

Upon termination of the Service, FinGrid will, at the Responsible Party's choice:

- Provide a full data export in CSV or JSON format within 14 days of request; or
- Permanently delete all Personal Information within 90 days of termination, confirming deletion in writing.

FinGrid may retain Personal Information for the minimum period required by applicable South African law.

10. Governing Law

This DPA is governed by the laws of the Republic of South Africa. Any disputes shall be resolved in accordance with the dispute resolution provisions of the Terms and Conditions.

For queries regarding this DPA: support@fingrid.co.za