

Schedule B: Privacy Notice incorporating POPIA Operator Terms and Confidentiality

Version: v2.0
Effective date: 1st December 2025

1. Scope, Publication and Precedence

- 1.1. This Schedule B applies to all Services provided by Turrito to the Customer under the Master Terms and Conditions for Services Agreement (MSA). It sets out Turrito's privacy notice for the Services and the terms that apply where Turrito acts as an Operator for the Customer in terms of the Protection of Personal Information Act, 2013 (POPIA).
- 1.2. If there is any conflict on a privacy or Operator matter between this Schedule B and any other privacy wording, this Schedule B prevails for the Services. The MSA's order of precedence applies to any conflict between this Schedule B and the MSA on non-privacy matters.
- 1.3. Capitalised terms not defined in this Schedule B have the meaning given in the MSA.

2. Definitions

- 2.1. **Applicable Law** – all applicable laws, regulations and binding codes of practice, including POPIA.
- 2.2. **Breach or Security Incident** – a compromise as contemplated in POPIA section 22, being the unauthorised access to, or acquisition, alteration, loss, or disclosure of Personal Information.
- 2.3. **Customer** – the Customer identified in the Quotation and MSA.
- 2.4. **Data Subject** – the person to whom Personal Information relates.
- 2.5. **Operator** – has the meaning in POPIA.
- 2.6. **Personal Information** – has the meaning in POPIA and includes Special Personal Information.
- 2.7. **Process/ing** – has the meaning in POPIA and 'processing' has a corresponding meaning.
- 2.8. **Responsible Party** – has the meaning in POPIA.
- 2.9. **Services Data** – Personal Information that Turrito Processes for and on behalf of the Customer as Operator in connection with the Services.
- 2.10. **Sub-operator** – a subcontractor engaged by Turrito that Processes Personal Information on Turrito's behalf for the Services.

3. Roles and Scope

- 3.1. **Default role.** For most engagements, Turrito provides 2nd level infrastructure support for the Customer's IT staff. This includes support for Connectivity, Microsoft services, cybersecurity products and related cloud services. In these cases Turrito does not Process, store or host the Customer's business content, policyholder, client or claims data, nor does it have access to the Customer's policy administration, claims or line-of-business systems. On that basis, Turrito is not an Operator for such data sets.
- 3.2. **Limited Operator scenarios.** Turrito may act as Operator in narrow circumstances where it necessarily Processes Personal Information for and on behalf of the Customer, for example: consultative projects, email, sharepoint or data migrations where user mailboxes or files containing Personal Information are copied or transformed; identity and access administration where Personal Information is Processed within identity providers or directory services; or service diagnostics where the Customer supplies Personal Information in tickets or attachments.
- 3.3. **Telemetry (automatic collection, transmission, and sometimes analysis of data) and logs.** Turrito's tooling may generate device or service telemetry, event logs and tickets. Turrito will minimise Personal Information in these records, use them only for support and security purposes, and treat them in line with this Schedule B.
- 3.4. **No hosting of Customer business content.** Unless expressly stated in a Quotation or Annexure, Turrito does not host Customer business content or operate Customer line-of-business systems; any cloud hosting remains under the relevant vendor's terms.
- 3.5. **Customer confirmation to third parties.** Where a third party assumes Turrito is an Operator for data sets to which Turrito has no access, the Customer will, on request, confirm Turrito's limited role and that third-party operator terms do not apply to Turrito for those data sets.

4. Processing Instructions and Customer Responsibilities

- 4.1. **Written instructions.** Where Turrito acts as Operator, it will Process Personal Information only on the Customer's documented written instructions, except where Processing is required by Applicable Law. If an instruction would contravene Applicable Law, Turrito will notify the Customer without undue delay and await further direction.
- 4.2. **Lawful disclosure.** The Customer warrants that it has a lawful basis to disclose Personal Information to Turrito and to instruct Processing for the purposes of the Services.
- 4.3. **Accuracy.** The Customer remains responsible for the accuracy, quality and legality of Personal Information and for the means by which the Customer acquired such Personal Information.

- 4.4. **Purpose limitation.** Turrito will Process Services Data only for the purposes of delivering the Services, meeting legal obligations and maintaining security and service integrity.
- 4.5. **Security Measures.** Turrito will implement and maintain appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of Personal Information in its possession or under its control, to prevent the loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.
- 4.6. **Controls.** Measures include role-based access control, authentication, least-privilege administration, encryption at rest and in transit where reasonable, secure configuration baselines, vulnerability and patch management, logging and monitoring, malware protection, secure disposal, personnel confidentiality and training, supplier due diligence, and business continuity arrangements.
- 4.7. **Scope when not Operator.** Where Turrito is not acting as Operator under clause 3.1, this clause 4 applies only to Personal Information in Turrito's possession or control such as support telemetry, tickets or contact data, and not to Customer-hosted systems or third-party platforms to which Turrito has no access.
5. **Breach Notification and Co-operation**
 - 5.1. **Notification.** Turrito will notify the Customer without undue delay, and as soon as reasonably possible, after becoming aware of a Security Incident affecting Personal Information in Turrito's possession or control.
 - 5.2. **Content.** The notice will include available details of the nature of the Security Incident, the categories of Data Subjects and Personal Information affected, likely consequences, and measures taken or proposed to address the Security Incident.
 - 5.3. **Co-operation.** Turrito will take reasonable steps to mitigate the effects of the Security Incident and will reasonably assist the Customer with the Customer's obligations under Applicable Law.
6. **Sub-operators**
 - 6.1. **Authorisation.** The Customer hereby authorises Turrito to use Sub-operators to provide the Services.
 - 6.2. **Safeguards and responsibility.** Turrito will ensure each Sub-operator is bound by data protection obligations no less protective than those in this Schedule B and remains responsible for the Sub-operator's acts and omissions.
 - 6.3. **Listings.** On request, Turrito will provide a current list of Sub-operators relevant to the Services.
7. **Cross-border Processing**
 - 7.1. Turrito will ensure that any cross-border transfer of Personal Information complies with POPIA section 72 or another lawful transfer mechanism available to the Customer.
8. **Data Subject Requests and Cooperation**
 - 8.1. **Assistance.** Taking into account the nature of Processing, Turrito will assist the Customer by appropriate technical and organisational measures, insofar as possible, to respond to requests from Data Subjects to exercise their rights under POPIA.
 - 8.2. **Requests addressed to Turrito.** If a Data Subject submits a request to Turrito involving Services Data, Turrito will promptly forward the request to the Customer and will not respond directly unless authorised by the Customer or required by Applicable Law.
9. **Retention, Return and Deletion**
 - 9.1. **Retention.** Turrito will retain Services Data only for as long as necessary to deliver the Services, comply with Applicable Law, or evidence compliance.
 - 9.2. **Return or deletion on exit.** On termination of the Services or the relevant quotation, and at the Customer's written election, Turrito will return or securely erase Services Data, unless retention is required by Applicable Law. Turrito will confirm completion in writing.
10. **Audit and Information**
 - 10.1. **Information.** Upon reasonable written notice, Turrito will make available information necessary to demonstrate compliance with this Schedule B and POPIA.
 - 10.2. **Proportionate audits.** The Customer may conduct or mandate proportionate audits or assessments, during normal business hours, on reasonable and agreed notice, and in a manner that avoids undue disruption to Turrito's operations and protects the confidentiality and security of other customers and Turrito systems.
11. **Confidentiality**
 - 11.1. Turrito will ensure that persons authorised to Process Personal Information are subject to a duty of confidentiality.

12. Records and Regulator Engagement

- 12.1. **Records.** Turrito will maintain records of Processing as required by Applicable Law for the Processing it performs as Operator.
12.2. **Regulator.** Turrito will reasonably co-operate with the Information Regulator in relation to compliance with POPIA as it applies to the Services.

13. Liability, Limitation and Indemnity

- 13.1. Liability, caps and exclusions are governed by the MSA. Nothing in this Schedule B creates additional indemnities or increases liability beyond what is set out in the MSA.

14. Changes to this Annexure

- 14.1. **Turrito may update this Schedule B** to reflect service, legal, vendor or security changes. The page will show a version identifier and effective date.
14.2. **Material change notice.** Material changes that adversely affect the Customer's then-current Services will be notified in accordance with the MSA's Schedules on Website and Changes clause.

15. Survival, Interpretation and Order of Precedence

- 15.1. **Survival.** Clauses 5 to 14 survive termination of the Services.
15.2. **Interpretation.** References to POPIA include any replacement or re-enactment. Headings are for convenience only and do not affect interpretation.
15.3. **Order of precedence.** For privacy and Operator matters, this Schedule B prevails over conflicting privacy wording in the public page at the same URL. For other conflicts the MSA's order of precedence applies.

16. Contacts

- 16.1. **Turrito Information Officer:** popi@turrito.com
16.2. **Customer contact for privacy:** as specified in the MSA or the Quotation.