Processing Notification - Background Screening Request

COMPANY DETAILS "Company" — To be completed by Company Agent

Company Name: _____ Email: _____

Agent Name: _____ Mobile No: _____

CANDIDATE PERSONAL INFORMATION — To be completed by the Candidate

Surname: _____

Full Names: _____ Maiden Name _____

Mobile Number: _____ Date of Birth: _____

ID Number / Identifier: | | | | | | | | | | | | | |

Description of Identifier: _____

E.g. South African ID Number, Zimbabwean Passport Number, etc.

BACKGROUND SCREENING CHECKS — To be completed by the Company Agent

☐ Credit Check	☐ Sanctions
☐ Qualification	☐ Identity Verifications
☐ Employment References	☐ Insurance Regulations
☐ Criminal Checks	☐ Drivers license & Vehicles
☐ Fraud Check	☐ Social Media Screening Checks

DEFINITIONS

- ✓ "Candidate" means the person on whom the Company will process background screening checks for lawful purposes including but not limited to employment/ continuation of employment;
- ✓ "Company" refers to MIE Client;
- ✓ "Consumer Credit Information" shall have the meaning ascribed to it in section 70 of the NCA;
- ✓ "FAIS Act" shall mean the Financial Advisory and Intermediary Services Act of 2002;
- ✓ "FSCA" refers to the Financial Sector Conduct Authority;
- ✓ "NCA" shall mean the National Credit Act, No. 34 of 2005, as amended from time to time, including any regulations made under the Act;
- ✓ "Personal Information" shall have the meaning ascribed to it in Chapter 1 of POPI and includes, but is not limited to a name, address, email address, telephone or fax number, fingerprints, criminal history and education or other personal credentials provided, or which is collected from the candidate or other third parties, before and/or during the background screening process and/or thereafter;
- ✓ "POPI" shall mean the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, including any regulations made under the Act;
- ✓ "Privacy and Data Protection Conditions" refers to the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information;
- ✓ "Responsible Parties" have meaning to the Company and MIE together, and "Responsible Party" any one of them;
- ✓ "Verification Information Suppliers" shall mean third parties acting on behalf of MIE, including, but not limited to, criminal record bureaus, credit bureaus, governmental bodies, and any educational, training, and fraud prevention organisations;

ACKNOWLEDGMENT OF THE USE OF PERSONAL INFORMATION

I acknowledge

- ✓ that the Company's duly authorized verification agent, Managed Integrity Evaluation (Pty) Ltd ("MIE"), will need to process my Personal Information to conduct background screening checks as indicated above which are required by the Company.
- ✓ that verification requests form part of the background screening process and that:
  - ✓ requests for credit information from Credit Bureaus will only be conducted under the regulations defined as per the NCA and for the below prescribed purposes only;
    - ✓ For employment in a position of trust and honesty and entails the handling of cash or finances;
    - ✓ Fraud prevention or detection.
  - ✓ data obtained from the FSCA serve only for the purpose to determine the fitness and propriety as envisaged in the FAIS Act.
  - ✓ that any Personal Information supplied to the Company is provided voluntarily and is accurate and current as the Company may not be able to comply with its obligations if the correct Personal Information is not supplied to the Company. I further agree to correct and update such information when necessary;
- ✓ that privacy is important to the Responsible Parties and the Responsible Parties will use reasonable efforts in order to ensure that any Personal Information in their possession or processed on their behalf is kept confidential, stored in a secure manner, and processed in terms of South African law and or applicable Data Protection Legislation, for the purposes I have authorised.
- ✓ that all information, including Personal Information, supplied to the Company is accurate and current and agree to correct and update such information when necessary.
- ✓ may be shared by the Company with MIE and may be further shared by MIE with the Verification Information Suppliers for verification or other legitimate purposes;
- ✓ may be shared by the Verification Information Suppliers with MIE and be further stored and shared by MIE with the Company and Fraud databases or services when the information provided for verification is deemed fraudulent by the Verification Information Suppliers for purposes of continued or future employment or for other legitimate purposes as per the NCA or other National or Provincial Legislation;
- ✓ may be stored by MIE, for legislated retention periods and where such periods are not legislated then my personal information may be stored by MIE for as long as the information may be needed for verification purposes, or any other period as I may agree with the MIE, and
- ✓ Personal Information may be transferred cross-border to countries, for verification or storage purposes. In any cross-border transfer of personal information MIE will comply with the security safeguards as provided for in the POPIA including but not limited to ensuring that the information is secured when transported to or from the recipient.
- ✓ I take note that if the Responsible Party has utilised the Personal Information contrary to the Privacy and Data Protection Conditions, I may first resolve any concerns with that Responsible Party. If I am not satisfied with such process, I have the right to lodge a complaint with the Information Regulator.
- ✓ A copy of Personal Information kept by the Responsible Parties will be furnished to me upon request in terms of the provisions of POPI or the NCA and I understand that I may dispute any information in the record provided.
- ✓ "I agree that MIE, to the extent permitted by law, will not be liable for any complaint, claim or action brought by me, arising from any action or omission by MIE, to the extent that such action or omission resulted from MIE complying with the terms of this agreement and I shall indemnify, hold harmless and defend MIE from and against any such claims or actions brought against MIE."

	CANDIDATE	COMPANY AGENT
SIGNATURE		
DATE		

All signatories to this document agree that MIE will NOT be held liable for the content, factual correctness or accuracy of any Supplier Data supplied to MIE for the Company by MIE's suppliers. The Company and the Candidate hereby indemnifies and holds MIE harmless against any loss arising from neglect or damage in procuring,