FIRST NATIONAL BANK TANZANIA DATA PROTECTION POLICY FOR SUPPLIERS AS OPERATORS

DOCUMENT CONTROL

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1 BACKGROUND AND PURPOSE

First National Bank Tanzania (FNBT) recognises that Personal Information(PI) and Records are important assets that must be protected. This document establishes a governance framework that sets out ethical and sound data protection practices that are to be followed by all Suppliers appointed by First National Bank Tanzania. This policy sets out the minimum data protection requirements applicable to Suppliers to preserve the integrity, confidentiality and availability of personal information or records furnished to Suppliers during the course and scope of its engagement with First National Bank Tanzania.

This policy will set out the rules of engagements in relation to how PI is handled by Suppliers on behalf of First National Bank Tanzania as well as the minimum legal requirements that the bank requires the Suppliers to adhere to, including compliance with the requirements of the Banking and Financial Institutions Act, 2006(BFIA) and the Personal Information Act 4 of 2013 ("**POPIA**"), in their capacity as service providers to First National Bank Tanzania. This policy is applicable to all Suppliers that engage with First National Bank Tanzania and handle PI and/or records on behalf of the bank that contain PI, SPI or Children's PI.

All FNBT Suppliers are expected to comply with all local legislative requirements within the jurisdiction in which they operate. This policy serves as an additional measure of the requirements that First National Bank Tanzania has in relation to how Suppliers are required to organise themselves and provide goods and/or services in relation to agreements concluded with the bank. First National Bank Tanzania subscribes to the higher of host or home principle when dealing with jurisdictions outside of Tanzania. This means that where the Supplier conducts business activities within a jurisdiction where the data protection laws and regulations are of a higher standard than the provisions of this policy, then the provision of those laws and regulations will take precedence and vice versa.

2 DEFINITIONS

The following concepts will be used throughout this policy and are defined as follows:

Agreement	Means the agreement entered into between First National Bank Tanzania and the Supplier as an Operator.
BFIA	Banking and Financial Institutions Act, 2006
Child	Means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him or her.
Competent person	Means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child.
Consent	Means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information.
Customer	Means a person who buys goods and/ or services from First National Bank Tanzania.
Data Subject	Means the person to whom personal information relates.

	In reference to First National Bank Tanzania this primarily but without limitation means customers, employees and operators/suppliers, other persons and third parties.
Employee	Means a person employed for wages or salary, including permanent employees, non-permanent employees, contractors, secondees and contingent workers.
FSR	Means FirstRand Bank Limited; First National Bank, a division of FirstRand Bank Limited; WesBank, a division of FirstRand Bank Limited; Rand Merchant Bank, a division of FirstRand Bank Limited; FirstRand Investment Management Holdings Limited (Ashburton Investments); FirstRand Life Assurance Limited; Direct Axis SA (Pty) Limited; MotoVantage (Pty) Limited; MotoNovo Finance, a division of FirstRand Bank Limited (London branch); each business unit, branch and/or representative office of any business of FirstRand Limited; any other subsidiaries of FirstRand Limited or companies connected to FirstRand Limited; and any of FirstRand Limited's associates, cessionaries, delegates or successors in title or appointed third parties such as authorised agents, advisors, partners and contractors.
The bank	First National Bank Tanzania Limited
FNBT Data Privacy Officer	Means the person appointed by First National Bank Tanzania, to oversee compliance to privacy legislation at FNBT including, but not limited to, monitoring the implementation of policies, monitoring training, and handling data subject requests regarding their personal data.
Group RRM Privacy Officer	Means the person delegated by the Information Officer (as prescribed in PAIA) to ensure overall compliance to privacy legislation.
Juristic Person	Means an existing company, partnership, trust, not-for-profit organisation, estate or other legal entity recognised by law as having rights and duties.
Natural Person	Means an identifiable, living human being.
Operator	Means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party. This means any party that processes information on behalf of First National Bank Tanzania.
PCI	Means Payment Card Industry.
Personal Information ("**PI**")	Means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to— (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person;

	(c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person; In reference to this policy, PI must be seen primarily but without limitation as personal information of First National Bank Tanzania customers; employees and suppliers, other persons and third parties
Pin	Means "personal identification number" which is a secret numeric password known only to the user and a system to authenticate the user to the system.
POPIA	Protection of Personal Information Act 4 of 2013
Processing	Means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including— (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.
Record	Means any recorded information— (a) regardless of form or medium, including any of the following: (i) Writing on any material; (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored; (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means; (iv) book, map, plan, graph or drawing; (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced; (b) in the possession or under the control of a responsible party;

	(c) whether or not it was created by a responsible party; and (d) regardless of when it came into existence.
Responsible Party	Means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information. In reference to this policy, the Responsible Party is First National Bank Tanzania as defined above
Sensitive Authentication Data	Means security related information used to authenticate cardholders and/or authorise payment card transactions in terms of PCI. This information includes but is not limited to card validation codes/values; full track data (from the magnetic stripe or equivalent on a chip); PINs and PIN blocks.
Special Personal Information("**SPI**")	Means any personal information of a data subject, concerning- (a) the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or (b) the criminal behaviour of a data subject to the extent that such information relates to— (i) the alleged commission by a data subject of any offence; or (ii) any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings.
Supplier	Means a Natural or Juristic person that provides a product or renders services to First National Bank Tanzania, who is also an Operator (as defined in this Policy)

3 APPLICABILITY

This policy is applicable to all Suppliers that collect and/or process personal information and or/records on behalf of First National Bank Tanzania Limited. This policy must be provided to all Suppliers at the time of the conclusion of any agreement to provide goods and/or services to the bank which requires the collection and/or processing of personal information and/or records.

4 SCOPE OF APPLICATION

This policy is applicable to all PI, SPI and Children's PI collected, retained, processed and disseminated by all Suppliers on behalf of First National Bank Tanzania in terms of an agreement between the Bank and the Supplier including but not limited to PI, SPI and/or Children's PI of the employees of First National Bank, its clients and customers, employees of the bank's clients and third parties whose PI is in the possession of First National bank Tanzania and processed on the bank's behalf by the Operator.

This policy supports the:

- First National Bank Tanzania Privacy Policy;
- Group Information and Technology Governance Framework providing the Group's approach regarding IT and IT security requirements;
- FNBT Suppliers Code of Conduct;
- FNBT Records Management Policy;
- FNBT Information Governance Framework;

5 SUPPLIERS OBLIGATIONS WHEN DEALING WITH PERSONAL INFORMATION AND RECORDS

5.1 Accountability

5.1.1. The Supplier acknowledges and accepts that the personal information and/or records received by and/or created by it on behalf of First National Bank Tanzania shall remain the sole property of the bank at all times.

5.1.2. The Supplier shall at all times be solely and fully responsible for all its employees, agents, subcontractors and other third parties who act on its behalf in the performance of their functions in terms of its relationship with First National Bank Tanzania

5.1.3. By contracting with First National Bank Tanzania the Supplier in its performance of its mandate undertakes that their employees, agents, subcontractors and other third parties who act on their behalf in the performance of their functions in terms of its relationship with First National Bank Tanzania, who shall have access to the bank's personal information and/or records, have signed the appropriate confidentiality undertakings and the Supplier acknowledges and confirms that:

- it has an information privacy policy in place for purposes of compliance with privacy legislation;
- its employees, agents, subcontractors and third parties have been provided with the appropriate training to ensure that they understand the provisions of privacy legislation and data privacy principles in general and their roles and responsibilities in relation to the provision of service to First National Bank Tanzania as a responsible party;
- it will adhere at all times to the provisions, updates and amendments of privacy legislation; and
- when processing personal information of children or SPI, it will at all times act in accordance with any special provisions provided for in privacy legislation and, the provisions of the agreement with First National Bank Tanzania.

5.2. Processing limitation

5.2.1. The Supplier will as far as possible collect personal information directly from the data subject to whom the personal information relates unless: the information is public, or the data subject has consented thereto or it is in the legitimate interest of the data subject or First National Bank Tanzania or collection from another source is legally required or needed for court proceedings or national security. or otherwise directed in writing by First National Bank Tanzania, or such personal information and/or record is provided by the bank

5.2.2. The Supplier will process personal information of data subjects lawfully and in a reasonable manner so that it does not unreasonably intrude on the data subject's right to privacy. The Supplier will ensure that where legally necessary consent is collected from the data subject where such consent is required for a particular processing action, as per the instructions provided by First National Bank Tanzania and such consent will be retained as per the requirements of best practice records management principles.

5.3. Purpose Specification

5.3.1. The Supplier shall collect personal information and/or records only as far as such personal information is necessary for the Supplier to comply with the agreement, or for the exercise of the Supplier's rights or instructions in terms of the agreement with First National Bank Tanzania.

5.3.2. First National Bank Tanzania requires the Supplier to maintain all personal information and/or records for the period required by the applicable legislation and a retention schedule as provided by the bank. The Supplier will be required to maintain the records and apply best practice records management principles in accordance to the applicable legislation to all personal information irrespective of the form and all retention periods and disposal methods and/or processes must be documented and the evidence of the destruction of all records must be maintained. A copy, or applicable extract, of First National Bank Tanzania Records Retention and Destruction Policies will be supplied.

5.4. Further Processing Limitation

5.4.1. The Supplier shall only collect and/or process personal information and/or records for the purpose for which it was originally collected and to fulfil all its obligations to First National Bank Tanzania in terms of its agreement with the bank.

5.4.2. The requirement for any further processing of personal information and/or records shall be requested in writing for authorisation from the bank.

5.5. Information Quality

5.5.1. The Supplier shall ensure that where personal information is processed in fulfilment of its obligations under any agreement with First National Bank Tanzania, that such personal information is complete; accurate; not misleading and updated where necessary.

5.6. Openness

5.6.1. If the Supplier collects PI, SPI or Children's PI on behalf of First National Bank Tanzania, the Supplier must notify the data subject from whom the information is being collected, of the following:

- that the Supplier is acting on behalf of First National Bank Tanzania;
- what information is being collected;
- the purpose for collection of that information;
- any legal requirements for collection;
- whether the supply of the information is voluntary or mandatory;
- the consequences for the failure to supply such information;
- the name and address of the responsible party;
- where applicable, the responsible party intends to transfer the information cross border to another country and the level of protection afforded to the information by that country; the right of the data subject to access and correct the personal information, and
- any further information as required by First National Bank Tanzania (such as the recipients of the information, existence of the right to access/rectify the information, existence of the right to object to the processing of the information, and the right to lodge a complaint to the Information Regulator and its contact details).

5.6.2. All employees, agents and subcontractors of the Supplier shall take reasonable steps to identify themselves to a data subject that has been contacted. Further to that, the data subject must be informed that the said Supplier is acting on behalf of First National Bank Tanzania.

5.7. Security Safeguards

5.7.1. The Supplier shall secure the integrity and confidentiality of all personal information and/or records in its possession by taking appropriate, reasonable technical and organisational measures to prevent loss or unauthorised destruction of personal information and unlawful access to or processing of personal information in the Supplier's possession.

5.7.2. The Supplier must conclude the First National Bank Tanzania Data Privacy Third Party Assessment with the signatories to the agreement prior to the conclusion of the agreement. The control environment will be agreed upon with First National Bank Tanzania prior to the commencement of the engagement.

5.7.3. The Supplier is prohibited from disclosing or transferring personal information and/or records to any external third party, except for the purposes of fulfilling its obligations in terms of the relationship with First National Bank Tanzania; or unless otherwise directed to do so by the bank in writing or unless otherwise required law.

5.7.4. Where the Supplier is requested to disclose personal information and/or records for a purpose not authorised under the Main Agreement with First National Bank Tanzania, or if disclosure is required by law, then the operator will immediately notify the bank regarding the request or demand for disclosure in writing, and must not disclose the personal information unless directed to do so in writing by the bank or unless otherwise required by law. Where disclosure is required by law, the operator will, where possible, provide First National Bank Tanzania with reasonable written notice of such requirement to provide the bank with an opportunity to protect its rights, and will only disclose such personal information and/or records as it is strictly required to disclose by law.

5.7.5. The Supplier shall identify all reasonably foreseeable internal and external risks to personal information in the fulfilment of its obligations in the agreement with First National Bank Tanzania. Appropriate safeguards will be established and maintained against the identified risks and regular verification of the effective implementation of such safeguards will be undertaken by the Supplier and continuous review and updates of safeguards in response to new risks.

5.7.6. First National Bank Tanzania may, at any time and upon reasonable notice to the Supplier, enter the premises of the Supplier to inspect, audit or request a third party to audit the Supplier's compliance with this Policy, security and information management requirements under the provisions of privacy legislation and/or the terms and conditions of the agreement as concluded between the Supplier and First National Bank Tanzania. The Supplier is required to co-operate with any such audit or inspection.

5.7.7. The Supplier must notify the responsible party (First National Bank Tanzania) immediately where there are reasonable grounds to believe that the personal information that it processes on behalf of the bank has been accessed or acquired by any unauthorised person or entity.

5.7.8. First National Bank Tanzania will put in place internal processes and procedures with clearly defined roles and responsibilities to discover or identify the presence or existence of, record and manage security compromises as they arise in line with the internal incident management plan.

5.7.9. In the event that the Supplier handles or processes payment card information on behalf of First National Bank Tanzania, they must at all times fully comply with the relevant and current standard as outlined in the Payment Card Industry Data Security Standard (PCI DSS) (www.pcisecuritystandards.org) to ensure continuous protection of sensitive card holder data. The Supplier is responsible at all times for the security, processing and transmission of card information and personal information. First National Bank Tanzania may, as and when required, request proof of said compliance.

5.8. Data Subject Participation

5.8.1. A Data Subject has the right to, after providing adequate proof of identity:

- enquire if personal information about them has been collected by the Supplier on behalf of First National Bank Tanzania;
- how the personal information is being used by the Supplier on behalf of First National Bank Tanzania;
- whom the information has been disclosed to by the Supplier on behalf of First National Bank Tanzania;
- challenge the accuracy and completeness of personal information in the possession of the Supplier on behalf of First National Bank Tanzania
- object to the processing of such personal information by the Supplier on behalf of First National Bank Tanzania; and
- Withdraw their consent to the processing of their personal information by the Supplier on behalf of First National Bank Tanzania.

5.8.2. The Supplier must immediately direct any requests by a data subject to access and/or amend any personal information or request to withdraw consent to the processing of their personal information that the Supplier holds on behalf of First National Bank Tanzania must be directed to the bank to be handled in terms of the applicable process.

6. AUDIT AND INSPECTION OF PERSONAL INFORMATION AND RECORDS

6.1. Prior to the conclusion of any agreement with any Supplier that will process personal information and/or records on behalf of First National Bank, the bank shall conduct a Data Privacy Third Party Assessment when required.

6.2. First National Bank Tanzania reserves the right to audit the controls implemented by the Supplier through-out the duration of the agreement as a measure of continued due diligence or privacy risk mitigation on the part of the bank upon providing the Supplier with reasonable notice of the said audit.

6.3. First National Bank Tanzania reserves the right to audit:

- The Supplier's process regarding adherence to privacy principles, the security and information as well as records management but most importantly the Supplier's compliance with the policy requirements set out herein; and
- The personal information and/or records that the Supplier holds on behalf of First National Bank Tanzania in performance of its obligations towards the bank.

7. CROSS BORDER TRANSFER

7.1. In cases where the Supplier (or a sub-contractor) is domiciled outside Tanzania or transfers personal information and/or records outside Tanzania in order to provide the bank with goods and/or services, such information may be transferred only in terms of the Main Agreement with First National Bank Tanzania.

7.2. Where the processing of personal information occurs in a country that has more stringent data protection laws and provisions than those provided for in Banking and Financial Institutions Act, 2006 and the POPI Act then the more stringent laws and provisions will be applicable to the processing of such personal information.

7.3. The Supplier may not transfer personal information that is being processed on behalf of First National Bank Tanzania outside the borders of Tanzania unless:

- the Supplier or third party who is receiving the information is subject to a data protection law, binding corporate rules or a binding agreement rules that effectively upholds the principles of reasonable processing and contains provisions that have substantively similar provisions than BFIA and POPIA regarding transfer of personal information to foreign jurisdictions;
- the data subject has provided consent for the transfer;
- the transfer of such personal information is required for the performance of a contract between the data subject and First National Bank Tanzania;

- the transfer of such personal information is necessary for the performance of a contract concluded in the interest of the data subject between First National Bank Tanzania and a third party;
- the transfer of such personal information is for the benefit of the data subject and it is not practical to obtain consent and the data subject would have provided such consent had the data subject been able to; or
- with the prior written approval of First National Bank Tanzania.

8. NOTIFICATIONS BY SUPPLIER TO FIRST NATIONAL BANK TANZANIA

8.1. All notifications to First National Bank Tanzania relating to access of personal information and/or records in the possession of a Supplier that contain personal information but belonging to the bank, shall be addressed to First National Bank Tanzania in writing.

8.2. These notifications include notification to comply with requests from any regulatory authority in terms of local regulatory compliance; access to personal information to address complaints from the regulators and requests to access information, that is the property of First National bank Tanzania.

9. THIRD PARTY MANAGEMENT

9.1. The Supplier must inform First National Bank Tanzania in writing prior to engaging the services of a third party or subcontractor to assist in providing services in terms of the Main Agreement with First National Bank Tanzania. First National Bank Tanzania may approve or decline the use of such third party or subcontractor.

9.2. Where First National Bank Tanzania approves the appointment of such third party or subcontractor the Supplier shall provide the bank with written confirmation of such appointment which includes the identity and location of such third party or subcontractor.

9.3. The Supplier may only disclose personal information and/or records to third parties under the following circumstances:

- in the case that the Supplier contracts with a third party to provide goods and/or services on behalf of the Supplier in order for the Supplier to perform its obligations under the agreement with First National Bank Tanzania; or
- Has consent of the data subject; or
- To protect the legitimate interest of the data subject; or,
- To pursue the legitimate interest of the responsible party; or to pursue the legitimate interest of a third party; or
- In cases where the Supplier is under a legal duty to share personal information and/or records to comply with a legal obligation.

9.4. In sharing this information, the Supplier shall ensure that the third party provide the same level of protection to the personal information as required in this policy, the Main Agreement with First National Bank Tanzania and applicable laws. The contract between the Operator and / or Supplier and the third party must adhere to the requirements contained in this policy. For the purposes of this section, "third party" means any person or entity other than the Supplier and/or Operator, First National Bank Tanzania or other persons authorised by the bank to process data for the responsible party, being First National Bank Tanzania.

10. TERMINATION EXPECTATIONS

10.1. At termination of the Main Agreement, the Supplier will:

- return to First National Bank Tanzania all personal information and/or records that contain personal information that belong to the bank irrespective of when they were created throughout the duration of the agreement including personal information and/or records that were provided to the Supplier at the beginning of the engagement with First National Bank Tanzania;
- provide First National Bank with the destruction certificates of all personal information and/or records that contain personal information that were destroyed while in the possession of the Supplier; and
- ensure that all personal information and/or records in the possession of a third party or subcontractor are returned to First National Bank where a third party or subcontractor had been appointed to assist in providing a service by the Supplier.

11. GENERAL

11.1. First National Bank Tanzania reserves its right to enforce its rights as stated in the Master Agreement between First National Bank & the Bank and the Supplier in the event that the Supplier fails to comply with the provisions of this policy or the applicable privacy legislation provisions. Failure to comply with the provisions of this policy may, without limitation, result in legal action and/or termination of the Master Agreement with First National Bank Tanzania.

12. OWNERSHIP AND REVIEW

This policy is owned by FNBT Compliance and must be reviewed at least every two (2) years or when there is any amendment to the overarching legislation.