

PARTNER RISK Solutions (Pty) Ltd [The Binder Holder]
FSP No. 48214

COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

1. The Binder Holder (any reference to the Binder Holder includes its affiliates and subsidiaries, as defined in terms of the Companies Act, 2008) will comply at all times with the Protection of Personal Information Act, No 4 of 2013 ("POPI"). In addition, the Binder Holder will take all reasonable steps to ensure its agents and sub-contractors comply with POPI, in particular where the agents or subcontractors are processing Personal Information in terms of this Agreement.
2. Personal Information bears the meaning accorded to it in POPI.
3. The Binder Holder specifically acknowledges that POPI has been incorporated in the Service Provider's business model, systems and operating procedures. In this regard, the Binder Holder undertakes to adhere to and apply the conditions contained in POPI at all times and specifically in respect of the services provided to Alexander Forbes.
4. Where Personal Information of the Guardrisk Group of Companies, its employees or its clients is supplied or disclosed to the Service Provider, then the Binder Holder will:
 - a. Ensure that such Personal Information is only used for purposes authorised by the Guardrisk Group of Companies and in terms of this Agreement;
 - b. Notify Guardrisk of any request it receives from third parties for access to or changes to the Personal Information;
 - c. Other than as contemplated by this Agreement, not transfer the Personal Information in any manner to any third party not authorised in writing by Guardrisk;
 - d. Only hold and process the Personal Information after having taken appropriate and all reasonable technical and organisational security measures to guard against unauthorised or unlawful processing of the Personal Information and will guard against accidental loss, unauthorised access, unauthorised processing and destruction of or damage to, that Personal Information;
 - e. Provide a level of security appropriate to the harm that might result from any unauthorised or unlawful processing or accidental loss, destruction or damage to the Personal Information and also to the nature of the Personal Information being protected and in the event of breach, notify Guardrisk within one Business Day of identifying the breach.
 - f. Ensure, if required, the necessary audit procedures are in place to deal with the requirements of POPI and this clause.
 - g. Ensure its staff undergo the necessary awareness and training programmes to ensure the Service Provider's obligations in terms of POPI and this clause are met.
5. Implement any other measures and procedures to ensure that the Service Provider's obligations in terms of this clause and POPI are met.



PARTNER RISK Solutions (Pty) Limited
Registration 2016/544416/07 VAT No. 4570279861 FSP No. 48214

Tel: +27 (0) 87 742 3036
Registered Address:
The Marc, Tower 2, Level 5, 129 Rivonia road
Sandton, 2146, South Africa
P.O. Box 78424, Sandton, 2146

Directors: G Baines (Managing Director) | FA Patrizi (non-exec) | RJ Eales (non-exec) | MI Joubert (Alt to RJ Eales)

6. The Binder Holder will indemnify Guardrisk against any and all direct losses, costs, demands, claims, liabilities and expenses (including legal expenses) incurred or suffered by Guardrisk as a result of or in connection with any breach of these provisions by the Service Provider.
7. The Binder Holder undertakes to advise Guardrisk as soon as reasonably possible of the POPI Information Regulator investigating it or ruling against the Binder Holder pertaining to the Service Provider's failure or contravention of POPI.
8. The Binder Holder may not send Personal Information outside South Africa without prior written authorisation of Guardrisk.
9. The Binder Holder undertakes on an annual basis to provide Guardrisk with information in a format prescribed by Guardrisk to satisfy Guardrisk that the Binder Holder is complying with POPI.
10. On the reasonable request by Guardrisk and/or the Guardrisk Group of Companies, the Binder Holder agrees to provide access to its premises for the purposes of an inspection in order to verify compliance with its obligations.