GLOBAL MOTOR ADMINISTRATORS
POPI POLICY - Version 1.5

1. INTRODUCTION

1.1. **Global Motor Administrators** is a short-term Insurance Intermediary who is obliged to comply with the Protection of Person Information Act ("POPI")

1.2. POPI requires **Global Motor Administrators** to inform their clients as to how their Personal Information is used, disclosed, and destroyed.

1.3. **Global Motor Administrators** guarantees its commitment to protecting their client's privacy and ensuring their Personal Information is used appropriately, transparently, securely and in accordance with applicable laws.

1.4. This Policy set out how **Global Motor Administrators** deals with their client's Personal Information and in addition for what purpose the said information is used for. This Policy is made available on our company website (insert) and by request from our offices.

1.5. POPI states that "Personal Information may only be processed if given the purpose for which it is processed; it is adequate, relevant, and not excessive.

2. THE PERSONAL INFORMATION COLLECTED

2.1. **Global Motor Administrators** collects and processes clients Personal Information pertaining to client's insurance needs. The type of information will depend on the need for which it is collected and will be processed for that purpose only. Whenever possible, we will inform the client what information they are required to provide us with and what information is optional. Examples of the Personal Information we collect includes but is not limited to:

2.1.1. client's identity number, name, surname, address, postal code

2.1.2. any other information required by us, suppliers, and insurers to provide clients with an accurate analysis of their insurance needs.

2.2. **Global Motor Administrators** also collects and processes clients Personal Information for marketing purposes to ensure our products and services remain applicable to our clients and potential clients.

2.3. We have agreements in place with all our products suppliers, insurers, and third-party service providers to ensure there is a mutual understanding about the protection of client Personal Information. Our suppliers are subject to the same regulations as we are subjected to.

2.4. We may also supplement the information provided with information we receive from other providers to offer a more consistent and personalised experience in clients' interaction with us.

2.5. For purposes of this Policy, clients include potential and existing clients.

3. HOW PERSONAL INFORMATION IS USED

3.1. Clients Personal Information will only be used for the purpose for which it was collected and agreed. This may include:

3.1.1. Providing products or services to clients and to carry out the transactions requested.

3.1.2. Assessing and processing claims.

3.1.3. Confirming, verifying, and updating client's details.

3.1.4. For purposes of claims history.

3.1.5. For the detection and prevention of fraud, crime, money laundering or other malpractice.

3.1.6. Conduction market or customer satisfaction research.

3.1.7. For audit and record keeping purposes.

3.1.8. In connection with legal proceedings

3.1.9. Providing our services to clients to carry out the services requested and to maintain and constantly improve the relationship.

3.1.10. Providing communications in respect of **Global Motor Administrators** and regulatory matters that may affect clients; and

3.1.11. In connection with and to comply with legal and regulatory requirements or when it is otherwise allowed by law.

3.2. In terms of the provisions of POPI, Personal Information may only be processed if certain conditions are met which are listed below along with supporting information for **Global Motor Administrators** processing for Personal Information:

3.2.1. Client consents to the processing – consent is obtained from clients during the introductory, appointment and needs analysis stage of our relationship.

3.2.2. The processing is necessary – to conduct an accurate analysis of client's insurance needs, certain Personal Information required.

3.2.3. Processing complies with an obligation imposed by law on **Global Motor Administrators** – The Financial Advisory and Intermediary Services Act ("FAIS") requires Financial Service Providers ("FSPs") to conduct a needs analysis and obtain information from clients about their insurance needs to provide them with applicable and beneficial products.

3.2.4. Processing protects the legitimate interest of the client – it is in the client's best interest to have a full and proper needs analysis performed to provide them with an applicable and beneficial product, this requires obtaining Personal Information.

3.2.5. Processing is necessary for pursuing the legitimate interest of **Global Motor Administrators** or of a third party to whom information is supplied. To provide our clients with products we, suppliers and insurers need certain personal information from clients to make an expert decision on the specific product they require.

4. DISCLOSURE OF PERSONAL INFORMATION

4.1. We may disclose clients' Personal Information to our providers whose services or products clients elect to use. We have agreements in place to ensure that they comply with confidentiality and privacy conditions.
4.2. We may also share client Personal Information with and obtain information about clients from third parties for the reasons already discussed in 2.4 above.
4.3. We may also disclose client's information where we have a duty or a right to disclose in terms of applicable legislation, the law or where it may be necessary to protect our rights.

5. SAFEGUARDING CLIENTS' INFORMATION

5.1. It is a requirement of POPI to adequately protect the Personal Information we hold and to avoid unauthorised access and use of your Personal Information. We will continuously review our security controls and processes to ensure that your personal Information is secure.
5.2. When we contract with third parties, we impose appropriate security, privacy, and confidentiality obligations on them to ensure that your Personal Information is kept secure.
5.3. We may need to transfer your Personal Information to another country for processing or storage. We will ensure that anyone to whom we pass your personal information agrees to treat your information with a similar level of protection as afforded to you by us.

6. ACCESS AND CORRECTION OF PERSONAL INFORMATION

6.1. Clients have the right to access the Personal Information we hold about them. Clients also have the right to request us to update, correct or delete their Personal Information on reasonable grounds. Once a client objects to the processing of their Personal Information, (insert) may no longer process said Personal Information. We will take all reasonable steps to confirm our clients' identity before providing details of their Personal Information or making changes to their personal Information.
6.2. The details of our Information Officers and head office are as follows:
 6.2.1.Dawie Coetzer/Bernedette Carstens

7. AMENDMENTS TO THIS POLICY

Amendments to this Policy will take place on an ad hoc basis or at least once a year. Clients are advised to check our website periodically to inform themselves of any changes. Where material changes take place, clients will be notified directly.

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GLOBAL MOTOR ADMINISTRATORS

CONFIDENTIALITY:

PURPOSE

The employee shall always uphold the **highest degree of confidentiality** of all clients of the employer and of work performed by himself/herself on behalf of the employer.

The aim of this policy is to prevent an employee who obtained product knowledge and confidential information because of his/her employment at the Company, from using it to detriment of Company.

PROCEDURE

1. By virtue of the employee's association with the Company, he/she will obtain and will continue to have access to the trade secrets, trade connections and confidential information of the Company including, *inter alia*, but without limiting the generality of the foregoing, the following matters, all of which are hereinafter referred to as trade secrets:
    - Any technical, commercial, financial, scientific, marketing or business information and know-how, including without limitation, the trade secrets, software, software code, marketing strategies, information relating to shareholders or subsidiary companies, client and/or supplier lists, processes, formulae, samples, training manuals, presentations, machinery, designs, methodologies, drawings, technical specifications and data in whatever form relating to the employer's business practices or the promotion of the employer's business plans, policies or practices, which information is communicated to the employee, or otherwise acquired by the employee from the employer, during the course of the parties' commercial interactions, discussions and negotiations with one another, whether such information is formally designated as confidential or not and whether disclosed prior to the conclusions of this agreement or after;
    - Knowledge of the operating procedures relating to the business of the Company.
    - Knowledge of and influence over the customers, suppliers and business associates of the Company and knowledge of the needs and requirements of such customers, suppliers, and business associates.
    - Contractual arrangements between the Company and its business associates.
    - Financial details of the relationship of the Company with its business associates.
    - The names of the prospective customers of the Company and their requirements.
    - Details of the remuneration paid by the Company to its various employees and their duties.
    - Training schemes, programmes and methods used by the Company.
    - Other matters which relate to the business, structure, and management of the Company and in respect of which information is not readily available in the ordinary course of business to a competitor.
2. The employee therefore undertakes that he/she will always during the employment relationship, observe the **utmost good faith** in the performance of his/her obligations as set out in terms of the Conditions of Service.

3. By signature of his/her Service Contract with the Company, the employee hereby acknowledges that the **restraints** contained in these Conditions of Service are fair and reasonable and go no further than is necessary to protect the proprietary interests of the protected parties.

4. **The employee will not be permitted to use, for his/her own benefit or for the benefit of any other person and not to disclose to any third party during the operation of this agreement or after its termination**, except in the ordinary and proper course of the employer's business, any confidential information either of the Company or any of its clients, including, but not limited to any technical, commercial, financial, scientific, marketing or business information and know-how, including without limitation, the trade secrets, software, software code, marketing strategies, information relating to shareholders or subsidiary companies, client and/or supplier lists, processes, formulae, samples, training manuals, presentations, machinery, designs, methodologies, drawings, technical specifications and data in whatever form relating to the employer's business practices or the promotion of the employer's business plans, policies or practices, which information is communicated to the employee, or otherwise acquired by the employee from the employer, during the course of the parties' commercial interactions, discussions and negotiations with one another, whether such information is formally designated as confidential or not and whether disclosed prior to the conclusions of this agreement or after and other material which are a part of the public domain or become, without the fault or the participation of the recipient, a part of the public domain by publication or otherwise.

5. For the duration of the employment contract and thereafter, the employee may not at any time divulge to any person any trade secrets or any other confidential information concerning the Company's or any of its clients' businesses or affairs without obtaining **prior written approval from the employer**.

6. The employee will **treat as confidential all information** made available **by a third party to the Company,** its subsidiaries and associates and its clients which became known to the employee in the course of his/her employment with the Company. The employee may not at any time disclose or divulge or personally utilize such information either directly or indirectly other than in the course of his/her employment with the Company.

7. The **client base** (consisting of the clients and potential clients of the Company) of the Company is the property of the Company and cannot be transferred, removed, passed on to any third party or treated in any way that would negatively impact or potentially negatively impact any of the operational or financial aspects of the company, unless proper written authorization is provided by Management before such action is taken. This policy will also be applicable to all employees at termination of service.

8. Any **information relating to the client base** (consisting of the clients and potential clients of the Company) of the Company is the property of the Company and cannot be transferred, removed, passed on to any third party or treated in any way that would negatively impact or potentially negatively impact any of the operational or financial aspects of the Company, unless proper written authorization is provided by the Management before such action is taken. This policy will also be applicable to all employees at termination of service.

9. Upon termination of service the employee will return to the employer all confidential data in his/her possession or under the employee's control including all copies and notes, memoranda or other materials and equipment in the employee's possession which embody or record any of the confidential data.

10. All work, clients and goodwill associated with the employer entrusted to the employee, forms part of the assets of the Company.

11. The employee shall always uphold the highest degree of confidentiality of all clients of the employer and of work performed by himself/herself on behalf of the employer.
12. Salary breakdowns are to be considered strictly private and confidential between Management and the respective employees.
13. Restriction regarding the above will be binding and effective during employment and for a period of 12 months after termination of services.
14. **If uncertain whether any information is confidential or is a trade secret, the employee should in writing request a ruling from Management.**
15. Failure to adhere to these obligations shall be considered a breach of the employer's Policy and Procedures and such a breach by the employee is subject to disciplinary action, which may result in termination of service.