

## Section 1

- 1.1 This systems access agreement (hereinafter "Agreement") for any systems offered via remote access including, but not limited to, System A, Docman & Cerul (hereinafter "System") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter "Effective Date") between \_\_\_\_\_ (hereinafter "The User") with ID number \_\_\_\_\_ a duly authorised representative of \_\_\_\_\_ [brokerage] (hereinafter "The Company").
- 1.2 The Company will grant the user access to those modules of the system that is required for maintaining productivity and functionality in accordance with the standard underwriting practises of the Company and/or Mandated Authorities (hereinafter "The Purpose").
- 1.3 Any access granted hereunder is solely granted to the User who have a legitimate need for such access to support the Purpose and who have been informed by the Company of their obligations under this agreement.
- 1.4 Unauthorised access and improper use is prohibited. All Users of this System are subject to having their activities on the system monitored and recorded by the Company in accordance with its policies and procedures.
- 1.5 All authorised Users shall acknowledge their obligations prior to being provided access to the System and the User shall be held responsible for any breach of this Agreement.
- 1.6 The User shall use the System with all due skill, care and diligence. Without prejudice, the Company reserves the right, at its sole discretion, to remove an authorised User by notifying the User that such a authorisation has been removed, and may do so without offering a reason. The User shall act in compliance with any request made by the Company under this article.
- 1.7 Unless otherwise agreed in writing, an authorised User will be given a user identifier (hereinafter "User ID") and Password for its sole use which may only be used by the individual concerned to access the system. The User shall be responsible for securely maintaining and administering system passwords and access rights under this agreement in the following manner:
- 1.7.1 No password may be disclosed to any other person;
  - 1.7.2 Not to use any other users credentials to access the System or to perform underwriting/claim functions on the System;
  - 1.7.3 Not to store passwords in a Clear text or non-encrypted manner;
  - 1.7.4 To use every reasonable effort to prevent any situation that could allow any person unauthorised access to the System or their Password;
  - 1.7.5 To report to the Company any actual or suspected breach of password or any other unauthorised access.
- 1.8 It is further declared and agreed that the authorised User shall advise the Company should access to the System no longer be required. All Users terminating employment with their respective employers are to ensure that notice is prearranged with the Company so as to enable the Company to terminate system access by no later than the termination date of employment of the said user/s.
- 1.9 This Agreement is subject to the Protection of Personal Information (POPI) Act 4 of 2013 (hereinafter "Act"). The User hereby specifically undertakes to comply with the Act in general and by taking the necessary steps to safeguard personal information and information in general as required by section 19 of the Act.

## Section 2

- 2.1 The User shall permit the Company or its authorised representatives to carry out security or audit checks pertaining to the security and usage of the systems in the execution of this agreement.
- 2.2 This agreement will not be modified or amended except by a written instrument executed by all parties concerned.

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**Section 2 (cont)**

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2.3 Notwithstanding the dates of signature hereof, this Agreement shall be deemed to have commenced on the Effective date and shall continue as set out in the terms of this Agreement.

2.4 The System, provided by the Company, may be managed by external service providers (hereinafter "Supplier"). It is declared and agreed that the terms as set out in this Agreement shall extend to protect the interests of the said Supplier to this Agreement.

Signed at \_\_\_\_\_ on this day the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_  
[Full Name] \_\_\_\_\_ [Full Name] \_\_\_\_\_  
"User" \_\_\_\_\_ On behalf of the "Company"

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