



DEED OF UNDERTAKING

Non-solicitation and confidentiality

Given by TRI — Transport Risk Intelligence to the broker named below, in respect of every client introduced by that broker.

Given by	TRI — Transport Risk Intelligence ("TRI")
Given to	_____ ("the Broker")
Date	_____
Scope	Every client, prospective client or account introduced to TRI by the Broker, and every person or entity whose details TRI learns through the Broker ("an Introduced Account")

1 Non-solicitation

1.1

TRI shall not, directly or indirectly, solicit, canvass or approach any Introduced Account for the purpose of providing insurance broking or intermediary services.

1.2

TRI shall not accept an insurance broking mandate from an Introduced Account, whether offered by the account, an insurer or any third party, and shall decline any such mandate in writing with a copy to the Broker.

1.3

TRI shall not quote, arrange, place, renew or administer any policy of insurance for an Introduced Account.

1.4

Clauses 1.1 to 1.3 apply for the duration of the engagement and for **24 (twenty four) months** after it ends, however it ends.

1.5

Where an Introduced Account approaches TRI unprompted in respect of broking services, TRI shall decline and refer the account back to the Broker, and shall notify the Broker within **5 (five) business days**.

2 Contact and communication

2.1

TRI shall not contact an Introduced Account without the Broker's prior consent, save for contact reasonably necessary to perform the risk management services and arranged through the Broker in the first instance.

2.2

The Broker is entitled to be present at, or to receive a record of, any meeting between TRI and an Introduced Account.

2.3

TRI shall copy the Broker on all written communication with an Introduced Account relating to insurance, cover, terms or premium.

3 Confidentiality

3.1

TRI shall treat as confidential all information about the Broker, its clients, its book, its remuneration and its commercial arrangements, and shall use that information solely to perform the risk management services.

3.2

TRI shall not disclose that information to any third party, including any insurer, save as necessary to perform the services and with the Broker's knowledge.

3.3

TRI shall not use the Broker's client list, loss runs or portfolio data for any purpose other than the engagement, and shall not retain them beyond the retention period required by law.

3.4

Clause 3 survives termination indefinitely in respect of information that remains confidential.

4 Reports and ownership

4.1

Every assessment report, investigation report and improvement plan belongs to the client that is its subject.

4.2

Reports are released to the Broker at the same time as, or before, they are released to any insurer.

4.3

TRI shall not release any report or client information to an insurer other than through, or with the express consent of, the Broker.

5 Standing of this undertaking

5.1

This undertaking is given for the benefit of the Broker and is enforceable by the Broker.

5.2

A breach entitles the Broker to terminate the engagement immediately, without prejudice to any other remedy in law.

5.3

This undertaking is governed by the laws of the Republic of South Africa.

5.4

No variation is effective unless reduced to writing and signed by both parties.

6 Signature

FOR TRI

Transport Risk Intelligence

SIGNATURE

FULL NAME

DESIGNATION

DATE

FOR THE BROKER

Acknowledgement of receipt

SIGNATURE

FULL NAME

DESIGNATION

DATE