



DATA PRIVACY AND PROTECTION POLICY

Document Review Schedule

Record details of your review schedule in the table below:

Review date	Reason for review	Changes made	Author
08 May 2014		Inception document	SdJ
22 May 2014	Update reference to application form	Update content under header Purpose	SdJ
26 May 2014	Update Register	Update register	SdJ
27 May 2015	INSURER request	Who responsible for access request	SdJ
4 April 2016	Update Register	Update register	SdJ
8 March 2017	Review policy	Accuracy	Sdj

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1. Definitions

The following words have these meanings in this Policy Statement:

Intelligent Life Limited; Intelligent Life Technologies Limited and Intelligent Life Trust, “**ILT**” means all entities of Unit 1, 36 Sales Street, Auckland, 1010 New Zealand, with Fifteen01 Holdings Limited as trustee for Intelligent Life Trust.

Authorised Purpose for each party to better understand the business of the other and to consider the possibility of entering into and progressing business arrangements together relating to Intelligent Life Underwriting Rules and workflow process, and for no other purpose.

Confidential Information means:

- a) information disclosed by or on behalf of the Discloser to the Recipient or its Representatives, or of which the Recipient or its Representatives become aware, during the term of any Agreement;
- b) information acquired by the Recipient or its Representatives in the course of discussions prior to the date of this Agreement in relation to the Authorised Purpose;
- c) information designated as confidential by the Discloser from time to time; and
- d) any other information which by its nature should reasonably be considered to be confidential information of the Discloser,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise and which in respect of ILT includes (without limitation) any ILT Intellectual Property, business plans, underwriting rules, software functionality, policy documents, customer communication templates, tele-underwriting process, other processes, or any other parts or components of Intelligent Life Products, or information relating to any Related Party, partner, licensee or customer of ILT.

Discloser means the party that discloses Confidential Information to the other party.

ILT Intellectual Property means all of the present and future rights held by ILT conferred by statute, common law, equity or otherwise in or in relation to copyright, moral rights, trade marks, trade names, brands, designs, patents, inventions, designs and utility models, eligible circuit layout rights, trade secrets **and confidential information** (whether or not registrable, registered or patentable) relating to or connected with Intelligent Life Products.

Intelligent Life Products means the insurance related products marketed and licensed by ILT from time to time including (without limitation) the online life insurance system developed by ILT or its related entities from time to time referred to as 'Intelligent Life' including (without limitation) the software functionality, the software source code, underwriting rules, product design templates, policy documents, customer communication templates, tele-underwriting process and other related processes and components for the online offering, quoting, approval and issuing of life insurance products to (or for) consumers;

Receiver or Recipient means the party to whom Confidential Information has been disclosed by the other party.

Related Party or Related Parties means Intelligent Life Limited, a New Zealand registered company with offices at Level 4, 70 Shortland Street, Auckland, New Zealand.

Representative means, in relation to a party, an employee, officer, agent, adviser or consultant of that party who is authorised to know Confidential Information.

2. Purpose and Responsibility

Intelligent Life Technologies Limited provides a hosted service (the “Service” or “Services”) used in relation to receiving, configuring, processing and transmitting applications for life and health insurance. The Service is used by life and health underwriters, marketers, consumers, financial advisers and insurance companies.

We treat information provide to us and disseminated by us, with the utmost care, and we do all we can to protect our Clients and Intelligent Life’s Confidential Information. This policy is to establish the requirements to have controlled access to the information and resources of Intelligent Life, and to ensure that disclosed information is held with strict confidence and an assurance for its protection to the Discloser by the Receiver.

Intelligent Life management is responsible for maintenance and accuracy of the policy. Any questions regarding this policy should be directed to Steven de Jong steven@intelligentlife.co.nz

3. Business requirement for document control

a. Data control policy

- Access to information must be specifically authorized in accordance with Intelligent Life’s Data and Privacy Protection Policy.
- Access to information will be controlled on the basis of business and security requirements.
- All Intelligent Life partners and vendors must be allowed to access only those critical business information assets and processes, which are required for performing their job duties.
- Access to critical business information assets (underwriting rules) and activation of documents for contractors, consultants, temporary workers, or vendor personnel must only be in effect when the individual is actively performing service for Intelligent Life or on behalf a 3rd Party (as employee or contractor) contracted by Intelligent Life.
- Access for contractors, consultants, or vendor personnel to Intelligent Life critical business information assets are subject to Intelligent Life Non-Disclosure Agreement (NDA) which details responsibilities of disclosure. Access will be provided only on the basis of a NDA contractual agreement.

4. Recipient access to Confidential Information

a. User registration

The registration and termination of vendors' access must be in accordance with the Vendor Employment Contract and the Termination Procedure.

- All requests for data access must be sent via email to steven@intelligentlife.co.nz or ed@intelligentlife.co.nz for their approval.
- On approval of request for access email, users will be emailed the Intelligent Life Request for Access Form URL
- After submission of the form, and acceptance by Intelligent Life that an appropriate NDA is in place, the User will be validated by way of a phone call or email response
- After validation, User is granted access to the documents via email
- A separate email is sent to the User providing the password for documents that are password protected.

b. Confidentiality

The Recipient must:

- keep confidential and not disclose to any person the Confidential Information
- not do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to the Discloser;
- not use or permit the use of the Confidential Information for any purpose other than the Authorised Purpose unless authorised by a separate agreement between the parties and then only to the extent permitted by that agreement;
- not keep Confidential Information stored on any computer system or other device operated or controlled by the Recipient and any Representatives;
- not copy or reproduce the Confidential Information except to the extent necessary for the Authorised Purpose; and
- not make Notes except to the extent necessary for the Authorised Purpose.
- The Recipient must use all reasonable efforts to ensure that any Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Recipient must keep the Confidential Information no less secure than its own confidential information.

c. Disclosure to third parties

The Recipient may disclose the Confidential Information:

- with the prior written consent of the Discloser;
- to its Representatives to the extent that each has a need to know the information for the purposes of the Authorised Purpose; and
- to the extent required by Law.
- Prior to the Recipient disclosing Confidential Information to a Representative, the Recipient must:
- if required by the Discloser, procure the execution by the Representative of an undertaking in the form of and NDA and provide the undertaking to the Discloser; and

- in any case, ensure that the Representative is aware of the confidentiality obligations imposed under this Policy Statement and is bound by the terms of its agreement with the Recipient not to disclose or use the Confidential Information contrary to the terms of this Statement.
- If the Recipient is required by Law to disclose any Confidential Information the Recipient must before doing so:
 - immediately notify the Discloser;
 - if possible, give the Discloser a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information; and
 - notify the third party that the information is the confidential information of the Discloser.

d. Audits and Acts of a Representative

- A breach of the provisions of this Policy Statement caused by an act of a Representative of the Recipient will be deemed to be a breach of this Statement by the Recipient.
- The Recipient consents to procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by the Discloser or by regulation or compliance with appropriate legislation for the purpose of auditing compliance by the Recipient and its Representatives with the terms of this Policy Statement.

e. Return of Confidential Information

The Recipient must, on request by the Discloser, promptly:

- at the Discloser's option, return to the Discloser or destroy all Notes in the possession, custody or control of the Recipient and its Representatives;
- delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Recipient and its Representatives; and
- confirm by notice in writing to the Discloser that this requirement has been complied with in all respects.

f. Breach of Confidential Information

- The Recipient must immediately notify the Discloser of, and use its reasonable endeavours to prevent, any actual, threatened or suspected breach of this Data Privacy Policy and comply with any directions issued by the Discloser regarding any unauthorised use or disclosure.
- The Recipient indemnifies and must keep indemnified the Discloser against all claims, proceedings and liabilities, and all direct, indirect or consequential loss, damage and expense, arising from or incurred in connection with any breach:
 - of this Statement by the Recipient; and
 - by the Recipient's Representatives of an obligation referred to
- The Recipient must provide such assistance as may be reasonably requested by the Discloser in relation to any claim or proceedings that the Discloser may take against any third party for unauthorised use or disclosure of the Confidential Information.

- Without limiting the right of the Discloser to seek damages as a remedy, the Discloser may seek injunctive or other equitable relief as a remedy for any actual or threatened breach of this Policy Statement.

5. Intellectual Property

Except to the extent expressly agreed to in writing by ILT, The Recipient is not licensed to use any ILT Intellectual Property. The Recipient agrees that it will not directly or indirectly challenge the validity or ownership of the ILT Intellectual Property, or use the ILT Intellectual Property or any Confidential Information from or related to ILT to create derivative works based upon the same, or build a product or service using the same or similar or copy any ideas, methodology, features, functions or graphics. Except to the extent expressly agreed to in writing by ILT, any developments or modifications to the ILT Intellectual Property during or after the term of this Agreement shall belong to ILT.

6. Agreement to Policy Terms

By completing submitting the User Access Form and requesting Access to Intelligent Life Confidential Information, you Agree to the terms set out here-in and presented to you by Intelligent Life without reservation.

Request for Access to Intelligent Life Technologies Research and Development Eco-systems and environments

You have requested access to the Intelligent Life Technologies Limited development and research environments. Any access to Intelligent Intellectual Property or that of its contracted client's confidential information, including but not limited to, the source code, documentation, designs, underwriting rules, audits, 3rd party information and other related materials, requires the full completion of this form.

Name	
Surname	
Organisation you are employed with	
Position in organisation	
Full name of whom do you report to?	
Identification: (Drivers Licence OR NRIC OR Passport No.)	
Email address	
Cellular phone number	

I request access to: (Select with an **X** as many as appropriate)

Underwriting documentation	<input type="checkbox"/>	Reporting and Analytics data	<input type="checkbox"/>
IL or Clients UAT environments	<input type="checkbox"/>		<input type="checkbox"/>

Is there any special authority you are requesting?

I _____ agree to the terms and conditions stated in the Intelligent Life Protection of Data Policy provided and attached hereto.

Signed: _____ Dated: _____

Approved by: _____	Dated: _____
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Request for Removal of Access to Intelligent Life Technologies Research and Development Eco-systems and environments

You have requested removal from the Intelligent Life Technologies Limited development and research environments. Removal of access to Intelligent Intellectual Property and other related materials will become effective immediately on receipt of the request form.

Name	
Surname	
Organisation you are employed with	
Position in organisation	
Full name of whom do you report to?	
Identification: (Drivers Licence OR NRIC OR Passport No.)	
Email address	
Cellular phone number	

I _____ request access removal from ALL Intelligent Life development and documents eco-systems and environments as: (check the box which is most appropriate)

- I am no longer employed by the Vendor
- I am no longer involved in supporting Intelligent Life solutions

Signed: _____ Dated: _____

Removed by: _____ Dated: _____