



DOCUMENT PROPERTIES

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This Privacy Schedule ("**Schedule**") forms part of, and must be read together with, the Ignition Group Privacy Policy (www.ignitiongroup.co.za). This Schedule prevails in respect of the entity-specific processing details of IFS Holdings (Pty) Ltd ("**IFS**") and its operational subsidiaries as detailed in Annexure B (collectively referred to as the "**IFS Group**").

1. DEFINITIONS

In this Policy, unless the context indicates otherwise, words importing the singular include the plural and vice versa:

- 1.1. "**Applicable Law**" means all South African laws, regulations, directives, codes of practice, and regulatory instruments governing the IFS Group, including but not limited to, POPIA, CPA, ECTA, FICA, FSRA, the Insurance Act, LTIA and the FAIS Act, as amended from time to time;
- 1.2. "**Automated or AI-assisted Processing**" means the use of automated technologies, algorithms, artificial intelligence systems, or similar tools to analyse information, support operational processes, assist with decision-making, or perform administrative, analytical, or technical functions within the Insurance Distribution Infrastructure;
- 1.3. "**Comit**" means Comit Technologies (Pty) Ltd (Registration Number: 2011/005082/07), a company within the Ignition Group that operates as an authorised Juristic Representative of Viva Cover (Pty) Ltd in terms of Section 13 of the FAIS Act, through which certain Offerings provided by the IFS Group may be distributed. Comit's own Processing activities, including its Sales Infrastructure generally, are governed by the Comit Technologies Privacy Schedule;
- 1.4. "**Consent**" means any voluntary, specific and informed expression of will, in terms of which permission is given for the Processing of Personal Information as contemplated in Applicable Law;
- 1.5. "**CPA**" means the Consumer Protection Act No. 68 of 2008, as amended from time to time;
- 1.6. "**Customer**" means a Data Subject who has concluded a contract for an Offering promoted, facilitated, or administered through the IFS Group's Insurance Distribution Infrastructure, whether with IFS Group, a Partner, or a Group Affiliate, and includes former customers;
- 1.7. "**Data Subject**" means a natural person whose Personal Information is Processed in terms of this Schedule, as contemplated in POPIA, and includes a Customer and a Prospective Customer;
- 1.8. "**ECTA**" means the Electronic Communications and Transactions Act No. 25 of 2002, as amended from time to time;
- 1.9. "**FAIS Act**" means the Financial Advisory and Intermediary Services Act No. 37 of 2002, as amended from time to time;
- 1.10. "**FICA**" means the Financial Intelligence Centre Act No. 38 of 2001, as amended from time to time;
- 1.11. "**Financial Information**" means the information provided for payment, billing, or debit order purposes in connection with an Offering, which may include bank name, account holder name, account number, account type, branch code, payment references, and limited transaction information where required. Financial Information does not include full banking credentials beyond what is reasonably necessary for authorised payment processing;
- 1.12. "**FSRA**" means the Financial Sector Regulation Act No. 9 of 2017;
- 1.13. "**Group Affiliate**" means:
 - (a) any Group Entity other than the IFS Group; or
 - (b) any Affiliate associated with a Group Entity through common ownership or control but which is not a subsidiary of Ignition Telecoms Investments (Proprietary) Limited;A Group Affiliate may act as a Responsible Party or an Operator depending on the relevant Processing activity and contractual arrangements. Where a Group Affiliate is an Affiliate rather than a Group Entity, it is not covered by the Ignition Group Privacy Policy and is responsible for its own Processing activities and privacy notices.
- 1.14. "**Group Entity**" means Ignition Telecoms Investments (Proprietary) Limited or any subsidiary identified in Part A of Annexure A to the Ignition Group Privacy Policy;
- 1.15. "**IFS Group**" means IFS Holdings (Pty) Ltd (Registration Number: 2015/268901/07), an insurance group licensed and overseen by the Prudential Authority, incorporating its subsidiaries as detailed in Annexure B. Also referred to as "**we**", "**us**", or "**our**";
- 1.16. "**Ignition Group**" means the Group Entities collectively;

- 1.17. **"Insurance Act"** means the Insurance Act No. 18 of 2017, as amended from time to time;
- 1.18. **"Insurance Distribution Infrastructure"** means the digital systems, advisory channels, and policy administration platforms operated directly by the IFS Group through which Offerings are advised on, applied for, administered, and fulfilled, and includes Personal Information received via the Sales Infrastructure or any other authorised Juristic Representative;
- 1.19. **"LTIA"** means the Long-term Insurance Act No. 52 of 1998, as amended from time to time;
- 1.20. **"Marketing Channel"** means the communication channels used by or on behalf of the IFS Group to contact a Data Subject in connection with Offerings, applications, fulfilment, service-related communications, or permitted marketing activities, as further described in the applicable Offering's terms and conditions and this Schedule;
- 1.21. **"Merchant of Record"** means the entity responsible, in respect of a specific Offering, for charging, collecting, and processing payments from a Customer and for administering related billing, refunds, or payment adjustments. Depending on the Offering, the Merchant of Record may be a Partner, a Group Affiliate, or, in limited cases, a specific IFS Group subsidiary where it is expressly identified as responsible for collecting payment;
- 1.22. **"NPS Act"** means the National Payment System Act, No. 78 of 1998, as amended from time to time;
- 1.23. **"Offering"** means any financial product, long-term or short-term insurance policy, underwritten cell captive structure, or intermediary financial service promoted, sold, or administered by the IFS Group;
- 1.24. **"Operator"** means a person who processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that party;
- 1.25. **"Partner"** means licensed external product suppliers, underwriters, or financial institutions with whom the IFS Group collaborates via cell captive, binder, or outsourcing arrangements;
- 1.26. **"PASA"** means the Payments Association of South Africa, a body recognised under the NPS Act, responsible for managing, regulating, and overseeing participation in South Africa's payment system. PASA sets the rules and standards that govern how debit orders, payment instructions, and related banking transactions are processed within the national payment environment;
- 1.27. **"Personal Information"** means information as generally described in Section 1 of POPIA. For the purposes of this Schedule, Personal Information includes, but is not limited to, a Data Subject's name, contact details, identification number, demographic information, residential address, Financial Information, communication preferences, and any other information that can be used to identify you or that relates to your interaction with us;
- 1.28. **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013 and the regulations thereto, as amended from time to time;
- 1.29. **"Processing"** means any operation or activity performed on Personal Information, whether by automated or non-automated means, including its collection, use, storage, disclosure, transmission, or destruction. For the purposes of this definition, "Process" has a corresponding meaning;
- 1.30. **"Prospective Customer"** means a Data Subject who interacts with the IFS Group through its Insurance Distribution Infrastructure by submitting an enquiry, expressing interest in, responding to, or engaging with an Offering, but who has not yet concluded a contract in respect of that Offering;
- 1.31. **"Responsible Party"** means a public or private body or any other person which alone or in conjunction with others, determines the purpose of and means for Processing Personal Information;
- 1.32. **"Sales Infrastructure"** means the sales, marketing, lead generation, and onboarding channels and platforms operated by Comit in its capacity as an authorised Juristic Representative of Viva Cover (Pty) Ltd, through which Data Subjects are engaged in respect of Offerings on behalf of the IFS Group;
- 1.33. **"Service Provider"** means an external third party engaged by the IFS Group to perform operational, technical or administrative services on the IFS Group's behalf and in accordance with the IFS Group's instructions. Service Providers that Process Personal Information act as Operators and are subject to appropriate written data protection obligations;
- 1.34. **"South African National Payment System"** means the regulated system established under the NPS Act, through which banks and authorised participants process and settle payment instructions, including debit orders, in South Africa;

- 1.35. **“Special Personal Information”** means Personal Information that is considered sensitive in terms of Applicable Law, including POPIA, and which is subject to additional protections. In the context of the IFS Group's Offerings, this includes health, medical, and lifestyle risk information Processed for underwriting, risk assessment, and claims purposes;
- 1.36. **“Viva Cover”** means Viva Cover (Proprietary) Limited, being a private company duly incorporated in accordance with the laws of the Republic of South Africa with registration number 2007/018990/07 and with registered office at Quadrant 4, Centenary Building, 30 Meridian Drive, Umhlanga, Durban, South Africa, 4319. Viva Cover is an Affiliate of IFS Holdings, being a wholly owned subsidiary of IFS Holdings.
- 1.37. **“Viva Life”** means Viva Life Insurance Limited, being a public company duly incorporated in accordance with the laws of the Republic of South Africa with registration number 2008/014840/06 and with registered office at 7 Kikuyu Road, Sunninghill, Sandton, South Africa, 2157. Viva Life is an Affiliate of IFS Holdings, being a wholly owned subsidiary of IFS Holdings.
- 1.38. **“you” and “your”** means a Customer or a Prospective Customer, as the context requires, who interacts with the IFS Group through its Insurance Distribution Infrastructure and whose Personal Information is Processed in terms of this Schedule.

2. RESPONSIBLE PARTY AND SCOPE

2.1. IFS Group Infrastructure and Core Financial Offerings

- 2.1.1. The IFS Group provides Offerings to Data Subjects, including long-term and short-term insurance products underwritten through cell captive and other arrangements, and related intermediary financial services.
- 2.1.2. Intermediary distribution, advice, and policy administration are handled primarily through Viva Cover, acting on behalf of product risk underwriters, Viva Life and its Partners.

2.2. Juristic Representative Information Flows

- 2.2.1. Comit operates as an authorised Juristic Representative of Viva Cover in terms of Section 13 of the FAIS Act, providing services through its Sales Infrastructure by which Offerings are sold on Viva Cover's behalf. This authorisation relates specifically to Offerings provided by the IFS Group and does not

extend to Comit's own Offerings, or those of any other Partner or Group Affiliate, that may form part of the same bundle.

- 2.2.2. Where a Data Subject interacts with Comit's Sales Infrastructure to select a bundle that includes an Offering provided by the IFS Group alongside an Offering provided by Comit or another Partner or Group Affiliate, Comit collects Personal Information on Viva Cover's behalf only in respect of the IFS Group Offering component of that interaction.
- 2.2.3. Personal Information collected by Comit in respect of an IFS Group Offering is shared with the relevant IFS Group subsidiary to evaluate risk, process the application, and complete the pre-contractual steps for that Offering.
- 2.2.4. For further detail on Comit's own data capture, lead management, and Sales Infrastructure generally, refer to the Comit Technologies Privacy Schedule (www.ignitioncx.com).

2.3. Intra-Group Transfers

To perform obligations under an Offering, administer policies, and manage portfolio risk, the subsidiaries listed in Annexure B share Personal Information with one another as necessary. This processing is legally grounded in Section 11(1)(b) (Performance of a Contract) and Section 11(1)(f) (Legitimate Interests of the Responsible Party) under POPIA.

2.4. Merchant of Record

Depending on the specific Offering, the applicable Merchant of Record may in limited cases act as the entity responsible for collecting payment from the Customer or administering billing arrangements. Where this occurs, the applicable Merchant of Record Processes Financial Information for payment and billing purposes in accordance with this Schedule, the applicable Terms and Conditions, and Applicable Law. Responsibility for service provisioning, performance, or delivery remains governed by the applicable Offering terms.

2.5. Lawful Processing and Information Sharing

The IFS Group Processes Personal Information lawfully and only to the extent necessary to facilitate an Offering selected or accepted through the Insurance Distribution Infrastructure. Personal Information is shared with Partners, Group Affiliates, or other authorised third-party Service Providers only where required to fulfil the relevant

Offering and in accordance with Applicable Law and appropriate contractual or organisational safeguards.

3. INFORMATION WE COLLECT

- 3.1. We collect only the Personal Information that is reasonably necessary to process your application for an Offering, respond to your enquiries or expressions of interest, assess eligibility where required, and facilitate onboarding, policy administration, billing, and support in relation to a selected Offering.
- 3.2. The IFS Group Processes Personal Information only to the extent that it is adequate, relevant, and not excessive for the specific purpose for which it is collected, or for a purpose that is compatible with the original purpose, as contemplated in POPIA.
- 3.3. The categories of Personal Information we may collect include the following:

Category	Examples of Personal Information
Identity	Full name and, where required for eligibility assessment, onboarding, or verification, identity number and date of birth.
Contact details	Mobile number, alternative contact number, email address (where provided).
Address details	Residential and/or postal address, where required for eligibility checks, verification, or billing.
Financial Information	Bank account details provided for payment or billing purposes, including bank name, account type, account holder name, branch code, and limited transaction reference information where required.
Special Personal Information	Medical and health history details, physical status profiles, lifestyle risk questionnaires, and claims histories required for insurance underwriting, actuarial analysis, and claims verification, as further described under Special Personal Information.
Credit or eligibility information (where applicable)	Information used to assess eligibility for certain Offerings, including credit-related information obtained from registered Credit Bureaus, in accordance with Applicable Law.
Interaction history	Records of your interactions with the IFS Group's Insurance Distribution Infrastructure, including lead status, application status, and Offering-related engagement history.

Sales records and communications	Records of communications relating to Offerings, including voice recordings of sales calls, messaging or chat responses, web form submissions, and related onboarding or transaction records. Call recordings may be relied upon as supporting evidence of disclosures made, instructions given, acceptance of an Offering, and, where applicable, Consent.
Technical metadata (limited)	Timestamps, communication channel identifiers, and system interaction records generated through our digital platforms or automated systems, used to support lawful operations, fraud prevention, quality assurance, and auditability.
Marketing and communication preferences	Marketing Consent records, opt-in and opt-out instructions, communication preferences, preferred channels, responses to marketing communications and suppression records.

4. WHY WE PROCESS YOUR INFORMATION

- 4.1. We process Personal Information for the following purposes and on the lawful bases indicated:

Purpose of Processing	How and Why We Use the Information (including lawful basis)
Responding to your interest and enquiries	When you submit a lead form or engage with the IFS Group's Insurance Distribution Infrastructure, we use your Personal Information to respond to your enquiry, confirm your interest, provide information about the relevant Offering and facilitate further engagement. This Processing is based on steps taken at your request before entering into a contract, Consent where specifically required, and the IFS Group's legitimate interests in responding to enquiries and managing its Insurance Distribution Infrastructure.
Underwriting and Risk Profiling	We process identity, financial, and health information to assess risk baselines and calculate premium rates. This is based on steps taken at your request prior to entering into a contract, compliance with the Insurance Act, and, for health and other Special Personal Information, the risk-assessment authorisation available to the IFS Group under Applicable Law. You may object to this Processing at any time, as set out in the Your Rights section of this Schedule.

Claims Fulfilment and Supplier Transfers	We securely transfer necessary customer records to third-party assessors, medical panels, and reinsurers to fulfil policy claims. These suppliers act as Operators and are contractually bound to security measures and data minimisation requirements in accordance with POPIA.
Onboarding and finalisation of Offering(s)	If you proceed with an Offering, we use and, where necessary, securely share the minimum Personal Information required to finalise your application, put the Offering in place, administer the policy, and enable billing or payment arrangements. This Processing is necessary to take steps at your request prior to entering into, or to perform, a contract arising from the accepted Offering.
Managing payments and debit orders	Where payment is required, we Process Financial Information to set up, administer, and reconcile authorised payments or debit orders, or to enable the relevant Merchant of Record to do so, depending on the Offering. This Processing is based on your authorised payment or debit order, contract performance, and applicable payment system and banking requirements.
Communicating with Data Subjects	We communicate with you regarding Offerings, application status, policy administration updates, service information, or operational notices through the applicable Marketing Channels. This Processing is necessary for contract performance and our legitimate interests in providing customer support and administering Offerings.
Direct marketing to Prospective Customers	Where you have not previously transacted with us, we will only send you unsolicited electronic marketing communications where you have provided your prior consent, or where another specific basis under POPIA and ECTA applies. Consent may be obtained during the relevant sales or lead-generation journey and will be recorded in accordance with Applicable Law. You may withdraw consent at any time by using the opt-out mechanism included in every marketing communication or by contacting us directly. Withdrawal of consent will not affect the lawfulness of any Processing carried out before withdrawal.

Direct marketing to existing Customers	Where you are an existing Customer, we may contact you about similar or equivalent products or services to those in respect of which your Personal Information was collected, without requiring fresh consent, in accordance with POPIA section 69(3). You must be given the opportunity to opt out of such communications at the point of collection and in every subsequent marketing communication. This Processing is based on POPIA section 69(3). We will not rely on this basis to market materially different or unrelated products or services.
Preventing fraud and ensuring security	We use limited interaction and technical information to prevent misuse, detect fraudulent or duplicate activity, protect our systems, and maintain operational integrity. This Processing is based on our legitimate interests in security and fraud prevention and our legal obligations under POPIA.
Recordkeeping, evidence, and compliance	We retain and use certain records, including call recordings and transaction records, for quality assurance, training, dispute resolution, evidentiary purposes, regulatory compliance and audit requirements. Call recordings may be relied upon as primary or supporting evidence of disclosures made, instructions given, acceptance of an Offering, and, where applicable, Consent. This Processing is based on legal obligations and our legitimate interests in compliance and risk management.

4.2. Automated and AI-assisted Processing

- 4.2.1. The IFS Group may use automated technologies or artificial intelligence-enabled systems to support the operation of its Insurance Distribution Infrastructure. These systems may assist with managing enquiries, supporting digital interactions, detecting fraud, monitoring service quality, assessing eligibility, and improving the effectiveness of Offerings.
- 4.2.2. In limited circumstances, these systems may analyse interaction patterns or engagement with Offerings or services to improve operational efficiency and the relevance of Offerings. This may involve limited profiling, subject to Applicable Law.

4.2.3. These technologies operate under internal governance and human oversight. The IFS Group does not rely solely on Automated or AI-assisted Processing to make decisions that produce legal or similarly significant effects for a Data Subject. Where such Processing produces a decision affecting you, you have the right to request human intervention, to express your view, and to contest the outcome. Where you wish to exercise this right, or to obtain information about the logic involved in the relevant automated process, you may contact the IFS Group using the details set out in the Contact Us section of this Schedule. Any such request will be assessed in accordance with section 71 of POPIA and Applicable Law.

4.3. Withdrawal of Consent

Where Processing is based on Consent, the withdrawal of such Consent will not affect Processing that is required or permitted on an alternative lawful basis, including contract performance, compliance with Applicable Law, or the IFS Group's legitimate interests, provided such Processing is limited to what is necessary and lawful.

5. WHO WE SHARE YOUR INFORMATION WITH

- 5.1. We share Personal Information only where necessary to facilitate an Offering, to comply with Applicable Law, or to support lawful operational requirements. Any sharing is limited to the minimum Personal Information required for the relevant purpose and subject to appropriate contractual, technical, and organisational safeguards.
- 5.2. We share Personal Information for the following purposes:

Who We Share Personal Information With	Why We Share It
Partners	Where an Offering is provided by a Partner, we share the minimum Personal Information required to support eligibility assessment, onboarding, policy administration, service delivery, or billing. Partners act as Responsible Parties for Personal Information they Process in relation to the specific services or functions they provide as part of the Offering, in accordance with Applicable Law and their own privacy obligations.

Group Affiliates	Where an Offering is provided by or facilitated through a Group Affiliate, or where intra-group or affiliated support services are required, Personal Information may be shared to support onboarding, policy administration, billing, customer support, reconciliation, compliance or related activities. The role of each Group Affiliate is determined according to the relevant Processing activity. A Group Affiliate may act as a Responsible Party for Processing where it determines the purpose and means of that Processing, or as an Operator where it Processes Personal Information on the instructions of another Responsible Party. Where the Group Affiliate is an Affiliate rather than a Group Entity, it is not covered by the Ignition Group Privacy Policy and will Process Personal Information in accordance with its own privacy obligations and applicable privacy notice.
Payment system participants	To set up, submit, administer, or reconcile authorised payments or debit orders, where required for the Offering, in accordance with Applicable Law including the NPS Act and applicable South African National Payment System requirements.
Industry fraud prevention and information-sharing systems	To prevent fraudulent claims and assess insurance risk fairly, Personal Information relating to your policy and any claims may be shared with other insurers via industry-recognised information-sharing systems, in accordance with Applicable Law.
Service Providers	To support our operations, including hosting, security, communications, analytics, customer support systems, and compliance functions. Service Providers act only on our instructions as Operators and are subject to written data Processing agreements.
Regulators, courts, or authorities	Where required to comply with legal or regulatory obligations, including reporting obligations to regulators, respond to lawful requests, or protect our rights, that of a Data Subject or the public.

5.3. Debit order responsibility

- 5.3.1. The entity responsible for submitting and administering your debit order will depend on the Offering you select and will be the entity identified

as the Merchant of Record for that Offering. Depending on the Offering, the Merchant of Record may be a Partner, a Group Affiliate, or, in limited cases, the IFS Group.

5.3.2. Where applicable, the Merchant of Record may submit the debit order directly or through an authorised payment participant, Group Entity or payment processing service provider in accordance with Applicable Law and regulations such as the NPS Act, PASA Rules and the South African National Payment System requirements.

5.3.3. Before you accept an Offering, we will clearly disclose which entity will debit your account and the name that will appear on your bank statement.

6. SECURITY OF YOUR PERSONAL INFORMATION

6.1. We implement appropriate technical and organisational measures to protect Personal Information against loss, misuse and unauthorised access or disclosure. Depending on the nature of the Personal Information, the relevant system and the associated risks, these measures may include:

6.1.1. Encrypted, access-controlled storage environments with least-privilege access;

6.1.2. Strict access permissions for authorised personnel;

6.1.3. Monitoring, authentication controls and audit logging;

6.1.4. Secure transfer and storage mechanisms, including encryption in transit and at rest where appropriate;

6.1.5. Contractual data protection obligations with authorised Service Providers acting as Operators.

6.2. Where Automated or AI-assisted Processing technologies are used to support operational processes, such systems are subject to internal governance controls, monitoring, and access restrictions to ensure that Personal Information is Processed securely and in accordance with POPIA and other Applicable Law.

6.3. Where Financial Information is Processed for payment or debit order purposes, we apply additional technical and organisational safeguards appropriate to the sensitivity of such information. These safeguards are designed to align with Applicable Law and relevant payment and banking standards, including requirements under the NPS Act and PASA rules. We regularly review and update our security practices to ensure ongoing compliance.

6.4. Special Personal Information relating to your health is subject to additional safeguards, including a duty

of confidentiality, secure disposal once no longer required, and technical and organisational security measures appropriate to its sensitivity, in accordance with Applicable Law.

7. CROSS-BORDER TRANSFER

7.1. Personal Information processed through the IFS Group's Insurance Distribution Infrastructure may be stored in, transferred to, or accessed from countries outside South Africa where the IFS Group uses cloud-based systems, hosted platforms, or authorised Service Providers operating across multiple jurisdictions.

7.2. Where such transfers occur, the IFS Group ensures that appropriate safeguards are in place in accordance with section 72 of POPIA, including appropriate contractual, technical, and organisational measures designed to protect Personal Information against unauthorised access, loss, misuse, or disclosure.

7.3. Where the IFS Group acts as an Operator and cross-border Processing occurs in connection with a Partner's or Group Affiliate's Offering, the relevant Responsible Party is responsible for ensuring that the applicable legal basis and privacy disclosures for that transfer are in place.

7.4. Where Special Personal Information relating to your health is transferred to, stored in, or accessed from outside South Africa, including in connection with reinsurance arrangements, this is subject to additional safeguards required under Applicable Law, and will only take place where those requirements are met.

8. DATA RETENTION

8.1. We retain Personal Information only for as long as reasonably necessary to fulfil the purpose for which it was collected or subsequently processed, and to comply with legal, audit or dispute resolution obligations. Retention periods depend on:

8.1.1. The original purpose for collection and any subsequent compatible purpose;

8.1.2. Legal or regulatory obligations under Applicable Law (e.g., POPIA, FICA and record-keeping requirements under FAIS and the Insurance Act);

8.1.3. Operational and contractual requirements of the selected Offering; and

8.1.4. The existence or withdrawal of Consent (noting that certain records may need to be retained for a

limited period even after an objection or withdrawal to comply with legal/ audit requirements).

- 8.2. Specific retention periods applicable to Personal Information processed through the IFS Group's Insurance Distribution Infrastructure are governed by the IFS Group's internal retention matrix, maintained and reviewed periodically in accordance with Applicable Law. Where FICA applies, records relating to your identification, verification, and transactions are retained for the minimum periods prescribed under FICA.
- 8.3. When Personal Information is no longer required, the IFS Group will take reasonable steps to securely delete, destroy or de-identify it. Where it cannot lawfully be deleted or destroyed, the IFS Group may restrict further Processing as appropriate under Applicable Law.

9. YOUR RIGHTS

- 9.1. You have certain rights in relation to your Personal Information under Applicable Law. The manner in which a request is addressed may depend on the nature of the information, the purpose for which it is Processed, and any applicable legal or regulatory obligations.
- 9.2. Subject to Applicable Law, your rights include the right to:
- 9.2.1. request access to the Personal Information we hold about you;
 - 9.2.2. request information about how and with whom your Personal Information has been shared;
 - 9.2.3. request the correction, update, or deletion of Personal Information that is inaccurate, incomplete, or no longer relevant, where no lawful ground requires us to retain it;
 - 9.2.4. object to the Processing of your Personal Information in certain circumstances;
 - 9.2.5. lodge a complaint with us or, where applicable, with the relevant regulatory authority regarding our Processing of your Personal Information; and
 - 9.2.6. object to the use of your Personal Information for direct marketing purposes or withdraw any marketing-related Consent at any time, without affecting other lawful Processing.
- 9.3. Where a request relates to Personal Information for which the IFS Group acts as an Operator, or to Processing performed by another Responsible Party, the IFS Group may refer the request to the relevant

Responsible Party or assist that Responsible Party in responding, as appropriate.

- 9.4. Further information about your rights and how to exercise them is set out in the Ignition Group Privacy Policy, which applies in addition to this Schedule.

10. CONTACT US

- 10.1. If you have any questions about how we Process your Personal Information, or if you wish to exercise any of your rights under Applicable Law, you may contact us using the details below:

Name of Private Body:	IFS Holdings (Pty) Ltd (and its operational subsidiaries)
Information Officer Email address:	dataprivacy@ifsholdings.co.za
Telephone:	031 582 8300
Street address:	Quadrant 4, Centenary Building, 30 Meridian Drive, Umhlanga, 4319

- 10.2. We encourage you to first raise any queries or complaints with us directly. Our internal complaints resolution process is designed to ensure that privacy-related concerns are handled promptly, fairly, and transparently. Where you are not satisfied with our response, or where you believe your rights have been infringed, you may lodge a complaint with the South African Information Regulator at POPIAComplaints@inforegulator.org.za.

ANNEXURE B: IFS HOLDINGS SUBSIDIARY STRUCTURE AND ACTIVITY MATRIX

This Annexure defines the specific privacy responsibilities, licensing credentials, and interactive information flows governing the subsidiaries of IFS Group:

Subsidiary Registered Name	Trading Name / Regulatory Profile	Core Corporate Activity	Information Usage & Sharing Mechanisms	Primary POPIA Role
Viva Life Insurance Limited	Viva Life - Licensed Life Insurer - Authorised FSP (FSP 39697)	Product supplier and risk underwriter for long-term insurance policies.	Processes identity, financial, and Special Personal Information (medical/health history) for underwriting, risk profiling, and claims fulfilment. Receives customer data from Viva Cover.	Independent Responsible Party
Viva Cover (Pty) Ltd	Viva Cover Authorised FSP (FSP 42787)	Direct distribution, sales intermediation, lead generation, and policy administration engine.	Collects customer leads via its infrastructure and Juristic Representatives (e.g., Comit). Captures advice records and sets up debit orders. Transfers data directly to Viva Life and Ucingo for policy activation.	Responsible Party (for sales acquisition) & Operator/Co-Responsible Party (for administration)
Ucingo Administration 321 (Pty) Ltd	Ucingo Administration Specialised Administration Vehicle	Manages and operates structured cell captive arrangements.	Processes localised performance metrics, policy data, and claims validation data to maintain underwriting compliance within the Guardrisk regulatory perimeter on behalf of the group.	Joint Responsible Party / Operator (subject to binder terms)
Viva Direct (Pty) Ltd	Viva Direct Registered Entity	Dormant Company	This entity is currently inactive. It does not actively collect, receive, store, or process any personal information from data subjects.	Not Applicable (Inactive)

Associate / Partner Operational Interface (Cell Captive Structure)

- Guardrisk Insurance Company Limited & Guardrisk Life Limited:** Cell captive insurers with whom the IFS Group (*via* Ucingo Administration 321) collaborates. Customer information is shared with Guardrisk entities to fulfil statutory underwriting and cell perimeter oversight.

Authorised Juristic Representative Integration

- Comit Technologies (Pty) Ltd:** Operates as an authorized Juristic Representative of Viva Cover (Pty) Ltd. Information captured by Comit is collected on behalf of Viva Cover to fulfil pre-contractual insurance obligations. For specific lead-capture workflows, refer to Comit's independent privacy schedule.