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GENERAL TERMS & CONDITIONS

ARTICLE 1. APPLICATION

These general terms and conditions (hereafter "GTC") govern all agreements pursuant to which Orbis Risk Partners NV and/or Sibro DMCC and/or Orbis Risk Partners SA (hereafter collectively referred to as "Orbis") agree to provide Services. These terms shall take precedence over any terms the Client may seek to impose and these terms replace and/or supersede any of Orbis' or predecessor companies to Orbis earlier standard contractual conditions. No variation to the GTC shall be binding unless agreed in writing by Orbis. The GTC shall form part of and complement any contract Orbis enters into with the Client pertaining to the provision of Services, unless specified otherwise in such contract.

ARTICLE 2. SUBJECT

The subject of contract are the services performed by Orbis to the Client, which are either Risk Management Services or Insurance Brokerage Services (except for Sibro DMCC, which provides Risk Management Services only), both in the field of marine, transport or trading activities.

ARTICLE 3. PROVISIONS EXCLUSIVELY APPLICABLE TO RISK MANAGEMENT SERVICES

Article 3.1

When providing Risk Management Services, Orbis acts as independent consultant to the Client. Whereas the Client may grant Orbis certain authority to act in the client's name, such authority will not extend to Insurance Brokerage Services as foreseen by article 4.

Article 3.2

Risk Management Services can comprise of one or several of the following missions:

- a) Advising the Client on legal risk exposure arising out of Relevant Activities.
- b) Drafting for and on behalf of the Client contracts and/or general terms and conditions for Relevant Activities, reviewing such contracts or draft contracts and advising on legal risk exposure arising out of same, negotiating for and on behalf of the Client such contracts.
- c) Assisting the Client with or handling for and on his behalf claims related to Relevant Activities, submitted by or against Third Parties, whether in contract or in tort, and assisting with or negotiating for and on his behalf settlement agreements pertaining thereto.
- d) Reviewing insurance policies, assisting the Client in his dealings with insurance underwriters, insurance brokers, claim adjusters or insurance surveyors, including but not limited to issues of policy coverage, premium setting or claims handling and settlement.
- e) Training of Client employees on risk management and legal risk exposure related to Relevant Activities.

Article 3.3

Risk Management Services are provided on behalf of the Client, either in Orbis' own name, either in name of the Client. In the latter case, the Client shall sign, if and when required to do so by parties concerned, a power of attorney confirming the authority entrusted to Orbis, such power of attorney will be revokable at any time.

Article 3.4

The remuneration for providing Risk Management Services shall consist either of a fee at an hourly, a daily or a yearly rate, either of a lumpsum fee, either of a specially designated remuneration, which may be at a no cure no pay basis. Service level obligations, including but not limited to fixed or minimal time dedication to the Client by Orbis' employees or Orbis subcontractors will only come into existence if agreed specifically beforehand in writing between Orbis and the Client.

Article 3.5

It is specifically agreed and understood that Orbis nor any of its employees or subcontractors are licensed solicitors, barristers at law or surveyors. Orbis may instruct such parties on behalf of the Client if specifically instructed to do so, however, invoices by parties thus instructed shall always be raised directly to the Client. Orbis will use reasonable care in selecting the relevant Third Party but shall not, in any event whatsoever, be responsible for any actions, omissions, errors or deficiencies of such Third Party and/or in their work. Any advice and other services provided by the relevant Third Party shall be provided to the Client subject to their (third party) terms and

conditions. The Client notes that the terms and conditions of any Third Party may contain rights and obligations which limit the liability of the Third Party, restrict the Client's rights of redress against such Third Party and/or restrict Client's use of their work. Where Orbis receives copies of the general terms and conditions of any third party engaged, Orbis will forward them to the Client and, unless the Client notifies Orbis to the contrary, the Client accepts that those terms and conditions are reasonable.

ARTICLE 4. PROVISIONS EXCLUSIVELY APPLICABLE TO INSURANCE BROKERAGE SERVICES

Article 4.1

Whenever the Client requires Orbis to conclude, renew or terminate on the Client's behalf insurance policies, such mission shall constitute an Insurance Brokerage Service unless it is specifically agreed with the Client that Orbis shall act as consultant only, in which case the mission shall constitute a Risk Management Service.

Article 4.2

Whenever the Client requires Orbis to intervene on the Client's behalf in the handling of existing insurance policies (except the mission to renew or cancel existing policies), such mission shall constitute a Risk Management Service unless it is specifically agreed with the Client that Orbis shall act as intermediary (in replacement of any existing intermediary), in which case the mission shall constitute an Insurance Brokerage Service.

Article 4.3

When providing Insurance Brokerage Services, in its dealings with Third Parties (including but not limited to insurance companies) Orbis acts in its own name, but always as agents on behalf of the Client, in accordance with the mandate entrusted. Such mandate either is a Study Mandate, either a Placement Mandate. If no specific mandate letter or authority is signed by the Client, he shall be deemed to have entrusted Orbis with a Placement Mandate whenever he requires Orbis to perform Insurance Brokerage Services.

Article 4.4

When accepting a Study Mandate, Orbis performs the following services, and the Client authorizes Orbis to perform these services on his behalf:

- a) Contacting underwriters to present the risk to be insured and to require offers for the formation of an insurance policy or for the alteration, continuation or renewal of an existing insurance policy.
- b) If and when appropriate or required by the Client, proposing new underwriters or co-underwriters with due regard to the solvability and the quality of the services provided by such underwriters or co-underwriters.
- c) If and when appropriate, make suggestions to improve existing insurance policies, including with respect to the general and particular conditions governing such policies.

- d) If and when required by the Client, drafting a report summarizing the outcome of the different missions as described above and making recommendations as to the options or solutions which Orbis considers in the best interest of the Client.

Article 4.5

The scope, the time limits and the remuneration of a Study Mandate are agreed between the Client and Orbis specifically for every such Study Mandate. In the absence of an explicit agreement an hourly rate of two hundred and fifty euro (exclusive of VAT) shall be applied.

Article 4.6

When accepting a Placement Mandate, for the duration of the policies brokered, Orbis performs the following services on behalf of the Client, and the Client authorizes Orbis to perform these services on his behalf:

- a) Confirming to insurance underwriters to bind cover in accordance with the Client's instructions.
- b) Collecting from the Client insurance premia for the policies brokered and settling same to the insurance underwriters concerned.
- c) Collecting from the insurance underwriters concerned and settling to the Client claim settlements, premium returns, and any other amount due by the former to the latter under the terms of the policies brokered.
- d) The administrative follow-up of the policies brokered, including making all necessary declarations as required under the policy and issuing or having issued by the insurance underwriters policy documents, Cover Notes and insurance certificates as may be required by the Client.
- e) Following-up and if necessary negotiating with the insurance underwriters the amendment of the policies brokered in line with evolutions in the Client's business activities and risks incurred, provided the Client duly informs Orbis of any such evolutions relevant to policy coverage.
- f) Unless specifically agreed otherwise with the Client, the handling of claims made under the policies brokered, including if required the negotiation on behalf of the Client of claim settlements with insurance underwriters or any of their servants.

Article 4.7

A Placement Mandate automatically includes a Study Mandate for the renewal of the policy concerned and a Placement Mandate shall be tacitly renewed at the renewal date of the policy brokered unless the Client revokes the mandate at least three months before such renewal date or unless specifically agreed otherwise with the Client at the time the Placement Mandate is entrusted to Orbis.

Article 4.8

The remuneration due to Orbis for a Placement Mandate either is a fixed fee as agreed with the Client, either a commission on the insurance premium as disclosed in correspondence and/or in the policy documentation or Cover Note or upon simple request. Subject to rules and customs governing a policy and as disclosed in policy documentation, Orbis may be entitled to charge a percentage on claim settlements. When Orbis performs services to the Client which are not within the scope of a Placement Mandate received, such services shall constitute Risk Management Services

and may be subject to a remuneration for Orbis, separate from and in addition to remuneration due under the Placement Mandate.

Article 4.9

The Client warrants the accuracy of any information required by insurance underwriters and provided to Orbis under a Mandate. Under no circumstances Orbis can be held liable for losses incurred by the Client directly or indirectly caused by misrepresentation (whether deliberate or not) of facts disclosed to underwriters.

Article 4.10

No Cover Note, insurance policy, insurance proposal or any other insurance document communicated by Orbis to the Client can be construed as an insurance policy underwritten by Orbis or as an insurance pledge undertaken by Orbis, which at all times acts as an intermediary between insured parties and insurers. Under no circumstances Orbis guarantees performance, solvability nor payment by insurance underwriters under a policy brokered by Orbis.

ARTICLE 5. PROVISIONS COMMON TO RISK MANAGEMENT SERVICES AND TO INSURANCE BROKERAGE SERVICES

Orbis is regulated by the following financial services authorities:

- Orbis Risk Partners NV: Financial Services and Markets Authority (FSMA), registration number 115532A
- Sibro DMCC (Risk Management Services only): DMCC, Trade license number DMCC-789040
- Orbis Risk Partners SA: Swiss Financial Market Supervisory Authority FINMA, registration number 35973

Orbis shall comply at all times with the rules and regulations promulgated by the respective regulators concerned.

ARTICLE 6. INVOICING AND PAYMENT TERMS

Invoices by Orbis for the provision of Services shall be payable 14 days after the date of the invoice unless specified otherwise thereon. Orbis must be notified in writing of any complaint regarding an invoice or the work to which it relates within 20 days of the invoice due date. If no complaint is made within that period, the Client shall be deemed to have accepted that the invoice is correct and that payment is due. In case of late payment, interests of 7% per annum until the date of payment shall become due, as well as administrative costs of two hundred Euro.

Should the Client become insolvent or is declared bankrupt, suspends payments, assigns all or a substantial part of its assets or business for the benefit of its creditors, enters into receivership, has a trustee or receiver appointed for all or any part of its assets, or is dissolved or liquidated, all invoices will become immediately due

ARTICLE 7. LIMITATION OF LIABILITY

The obligations of Orbis are obligations of means, not obligations of result, unless otherwise agreed in writing. Orbis is not liable in case of force majeure or of a foreign or Third Party cause. Orbis' liability will be engaged only in case of proven fault or negligence and will be limited to three times the total remuneration received from the Client in the year the fault or negligence occurred, or to five hundred thousand US Dollar, whichever amount is the lowest. Under no circumstances Orbis shall be liable for consequential damages, including but not limited to loss of profit, loss of business opportunity, vessel demurrage or detention charges or punitive damages. It is explicitly understood that the remuneration against which Orbis is willing to provide its services has been set relying on these liability provisions, and more in particular the exemptions and limitations of liability contained herein. Orbis has the right to delegate the performance of its Services to subcontractors for whom Orbis shall remain responsible as if it had carried out the performance itself. Orbis shall exercise due diligence when engaging the services of third parties not employed or subcontracted within its organization such as lawyers, accountants, loss adjusters, surveyors, bailiffs, postal or courier services or banks of financial institutions. Orbis shall not be liable for any errors or shortcomings on the part of such Third Parties.

ARTICLE 8. INDEMNITY

The Client shall safeguard Orbis from and indemnify Orbis against any claims by third parties in relation to Services performed for the Client, and the Client shall compensate Orbis for any reasonable costs incurred in defending itself against such claims.

ARTICLE 9. SANCTIONS LAWS

Orbis is bound to comply with laws and regulations imposing or implementing trade restrictions, and embargoes and with laws and regulations designating certain persons or entities as being prohibited to trade with, as may be promulgated by the Kingdom of Belgium and/or the United Arab Emirates and/or the Swiss Confederation and/or the United States of America and/or the European Union and/or by United Nations Resolutions (such laws and regulations hereafter called "Sanctions Laws"). The Client represents (and Orbis provides services to the Client relying on such representation) that he is not targeted by Sanctions Laws and that he is not acting as agents, trustee or nominee to any person or entity targeted by Sanctions Laws. The Client also warrants that by providing Services to him, Orbis will not breach any Sanctions Laws. If at any time Orbis in its sole discretion considers that performing any Services to the Client may bring it in breach of Sanctions Laws, Orbis can terminate the Contract or suspend partially or entirely its performance with no indemnity being due to the Client. The Parties acknowledges that the provision by a Party to any lawful authority of any information relevant to that Party's compliance with Sanctions Laws shall never constitute a breach of any implicit or explicit confidentiality obligation which may exist between the Parties.

ARTICLE 10. ELECTRONIC COMMUNICATION AND ELECTRONIC FILES.

Unless agreed otherwise, while providing the Services, Orbis may communicate with the Client and other persons involved in the matter using email or other electronic communication tools specifically agreed with the Client. Client notes that electronic messages are not a secure method of communication. They carry certain risks including non-delivery, delays, data corruption, interception, transfer of viruses, loss of confidentiality and of privilege. Orbis will utilize electronic communications on the basis that Client accepts the risks involved, including but not limited to those risks specified herein, and Orbis does not accept any liability for loss resulting from the use of electronic tools for communication.

Orbis may store documents and correspondence in files in paper and/or electronic formats. Orbis aims to work with electronic files as much as possible. Some paper documents may be transferred into and retained in electronic format only. Client agrees that Orbis may, at its discretion, retain files in electronic format only. During the validity of the Contract Orbis may provide Client with direct access into its electronic files relating to the Client, as available in Orbis' IT structure. Orbis will do its utmost to ensure that the system is secure and that confidentiality is maintained. Unless agreed otherwise in writing, Orbis files will be destroyed 7 years after the matter has ended. Orbis will not advise Client of the pending disposal of any of his files after termination of the Contract.

ARTICLE 11. DATA PROTECTION AND PRIVACY.

Orbis will comply with applicable data protection and privacy laws. Whilst dealing with the Client, Orbis may collect personal data about the Client and its representatives (including employees, officers and directors). Orbis may process personal data to enable it to provide the Services, maintain and update the client records, prevent crime, market its services (with Client's prior approval) and use for other legitimate purposes (including without limitation compliance with laws and regulatory requirements). By providing personal data to Orbis, Client consents to Orbis processing the data for its legitimate business purposes in accordance with the applicable data protection and privacy laws.

ARTICLE 12. APPLICABLE LAW AND JURISDICTION

The construction, validity and performance of the Contract and any dispute or claim arising out of or in connection with it or in connection with its subject matter of formation shall be governed by and construed in accordance with Belgian law with exclusive jurisdiction for the courts of Antwerp. All claims made against Orbis will be time-barred if suit is not brought before the competent jurisdiction within one year after the occurrence of the facts on which the claim is based.

ARTICLE 13. THIRD PARTIES

A person who is not a party to the Contract has no right under the Contract.

ARTICLE 14. SEVERABILITY

If any provision of the Contract, including these GTC is or becomes or is held to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible the provision shall be deemed to be deleted from the Contract to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

ARTICLE 15. DEFINITIONS

Throughout these GTC, except where the context otherwise requires, the following definitions shall be applied:

"Client" means the person or entity to whom Orbis provides Services.

"Contract" means a written agreement concluded between the Parties which incorporates, through reference, these STC's. In absence of a written agreement a Contract shall be the silent agreement between the Parties in relation to the Services which is embodied in email communications, notes of meetings or other electronic or non electronic communications.

"Cover Note" means a document summarizing the terms and conditions of an or several insurance policy or policies brokered by Orbis on behalf of the Client.

"Mandate" means the instruction issued by the Client to Orbis to negotiate the renewal, termination or placement of insurance policies as listed in the Mandate.

"Party" means Orbis and/or the Client

"Placement Mandate" has the meaning as defined in clause 4.6.

"Relevant Activities" means marine, transport (including freight forwarding and terminal operations) and trading activities, in the largest sense of the word as well as any other business activity pertaining to which a Client requires Orbis to provide Services

"Sanctions Laws" has the meaning as defined in Clause 9.

"Services" means either Risk Management Services as defined in clause 3 or Insurance Brokerage Services as defined in clause 4.

"Study Mandate" has the meaning as defined in Clause 4.4.

"Third Parties" means any person or legal entity which is not a Party.

PRIVACY POLICY

Posted: October 13, 2019

Last Updated: September 28, 2021

Effective: October 13, 2019

1 THE COMPANY

Orbis Risk Partners is a marine and specialty risk and insurance advisory company which specializes in load insurance, shipping, kidnapping and ransom insurance, transport and logistics insurance, risk and insurance due diligence, risk awareness training, claims and recovery and maritime and logistics legal services; Orbis Risk Partners is registered in Brussels as a credit institution accordingly

2 OBJECTIVES

The purpose of this policy is to help you understand what information Orbis Risk Partners collects, why we collect it and how you can update, manage, export or delete your information. Orbis Risk Partners ("us, "we", or "our") operates the www.Orbis-partners.com website. Orbis Risk Partners core principle is transparency which is carried out throughout this privacy policy by highlighting the most important aspects regarding your privacy. The usage of the Orbis Risk Partners website is provided at no cost and is intended for use as is.

This page is used to inform you regarding our policies with the collection, use, and disclosure of Personal Information regarding our marine solutions. Personal Information is defined as information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Please read our privacy policy carefully to have a clear understanding in how we collect, use, protect or otherwise handle your Personal Information in accordance with our website.

3 What information do we collect?

When using our Orbis Risk Partners website and subscribing to our newsletter, or by contacting us you provide us your first name, last name, phone number, company name and email address.

When using our Orbis Risk Partners application you give us your first and last name, phone number and email address, and you create a username and password. Your username could be a pseudonym of your choice, but we encourage you to choose an appropriate name for clear communication. You can also add a profile picture to your account.

We will collect contact information by email, chat and through chatter messages within the application between you and the Orbis Risk Partners team on all relevant topics. We receive some information automatically when you use our Orbis Risk Partners application. This includes data about your device, software, operating system, app usage, your IP address and the date and time of each login within the Orbis Risk Partners application.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third-party service providers have their own privacy policies in how they use such information.

4 Does Orbis Risk Partners collect special personal data?

Orbis Risk Partners does not collect personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation on a regular basis.

However, in case of claim handling we could collect special categories of personal data like health data of a crewman, contractor or correspondent. The lawful basis for the collection of this information has been outset by the EU GDPR in article 9, 2f as the information is required for the necessity for the establishment, exercise or defence of legal claims.

This shall not apply when processing relates to personal data which are manifestly made public by the data subject.

5 Why do we collect this information?

Orbis Risk Partners collects personal information to optimize our services, because of contractual necessities, to comply with legal obligations to which Orbis Risk Partners is subject like the anti-money laundering regulations and for direct marketing purposes.

6 Contractual necessity

In order to maintain our relationship and provide solutions, Orbis Risk Partners collects personal information regarding the contact person for (pre)contractual necessities.

7 Compliance to legal obligations:

Orbis Risk Partners acts in the financial (insurance) industry which is a highly regulated industry with anti-money laundering, incidents reports and sanction screening procedures.

Orbis Risk Partners is registered in Belgium and therefore needs to comply according to the Belgium regulator, the FSMA.

The FSMA requires Orbis Risk Partners to keep records of personal data, as part of the AssurMiFID regulatory framework.

Orbis Risk Partners is obligated to apply careful due diligence in the best interest of the client, Orbis Risk Partners and the FSMA.

To be able to show the regulation entities that Orbis Risk Partners acts in accordance with the FSMA framework, Orbis Risk Partners is obligated to collect all the information between the client and Orbis Risk Partners, which consists of:

- Data on the client and the control of the service provider
- Advertising data used by the service provider
- Personal data on the identity of the client and the service provider
- Data on provision of the intermediation services provided by Orbis Risk Partners to the client
- Personal data which is part of the client file of the service provider

8 Claims and Legal

Our legal and claims department provides support in legal counselling, claims handling and recoveries.

In order to help our clients to the best of our ability we might have to process special personal data.

Personal information in regard to claims and legal handling could contain special categories of personal data like health data of a crewman, contractor or correspondent. The lawful basis for the collection of this information has been outset by the EU GDPR in article 9, 2f as the information is required for the necessity for the establishment, exercise or defence of legal claims.

This also applies to the transfer of personal data to a third country outside the EU.

9 Direct Marketing

Direct marketing is aimed at establishing or maintaining a direct relationship between organizations and clients. Orbis Risk Partners collects e-mails for direct marketing, for instance providing you with our monthly newsletter and personalized solutions which might be of interest of our clients.

The EU GDPR states that Orbis Risk Partners needs to make a trade-off between the organizations interest and the interest and right of the owner of the personal data. The processing of personal data for the purposes of direct marketing has been analysed and found appropriate for business development within a company like Orbis Risk Partners in regard to the EU directive e-Privacy (2002/58/EC) Art. 13 (2) in regard to online communication.

This states "where a natural or legal person obtains from its customers their electronic contact details for electronic mail, in the context of the sale of a product or a service, in accordance with Directive 95/46/EC, the same natural or legal person may use these electronic contact details for direct marketing of its own similar products or services provided that customers clearly and distinctly are given the opportunity to object, free of charge and in an easy manner, to such use of electronic contact details when they are collected and on the occasion of each message in case the customer has not initially refused such use".

An organization may use someone's personal data for advertising if this is in the legitimate interest of the organization.

This means that the organization may use this data for the normal operations or the daily management of the organization after assessing the rights of the data object to be minimally impacted. Orbis Risk Partners only processes the name, phone and email address of the contact person related to the company.

This information normally is collected from public websites of the company, during trade shows and from the collection of business cards. This information does not contain any sensitive or special personal information. Orbis Risk Partners concludes that the data processing is indeed necessary for the normal company operations within Orbis Risk Partners.

We will not sell your personal information to advertisers or other third parties.

10 How long does Orbis Risk Partners keep your personal data?

Orbis Risk Partners keeps your personal data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.

Personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes, scientific or historical research purposes or statistical purposes in accordance with Article 89 (1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation').

Due to legal obligations Orbis Risk Partners stores personal information for a minimal of 5 years after termination of the business relation. This includes personal data about the preferences of the client and the collected information for insurance solutions. In case of any legal reasons this storage term can be extended.

11 Who is the data provided to?

We may share information to the third parties like affiliated companies and subcontractors working for Orbis Risk Partners.

Orbis Risk Partners uses certain trusted third parties to help us improve and protect our services.

- We make use of the Salesforce platform. More information regarding their privacy policy can be found here:
https://www.salesforce.com/company/privacy/full_privacy
- To notify you in case of a chatter message on mobile devices we make use of the OneSignal platform. More information regarding their privacy policy can be found here: https://onesignal.com/privacy_policy
- In order to optimize our website, we use Google Analytics. More information regarding their privacy policy can be found here:
<https://www.google.com/policies/privacy>
- You can contact us via Whatsapp. More information regarding their privacy policy can be found here:
<https://www.whatsapp.com/legal>

We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to:

- comply with the law;
- protect any person from death or serious bodily injury;
- prevent fraud or abuse of Orbis Risk Partners or our users; or
- protect Orbis Risk Partners' property rights.

To comply with applicable laws and regulatory obligations, including laws outside your country of residence, such as those relating to anti-money laundering and anti-terrorism to comply with the legal process and respond to requests from public and governmental authorities (including those outside your country of residence).

To establish and defend legal rights, to protect our operations, or those of any of our group companies or insurance business partners.

12 International Transfer of Personal Information:

Due to the global nature of our business with multiple offices around the world, we may transfer personal information to parties located in other countries. We may transfer information internationally to our group companies, service providers, business partners and governmental or public authorities.

Orbis Risk Partners has the safeguards in place to confirm that the security of your personal data is not affected by the transfer.

13 Children's Privacy

Our Services do not address anyone under the age of 13 ("Children"). We do not knowingly collect Personal Information from children under 13.

14 Automatic profiling

Orbis Risk Partners does not use automatic profiling. All our clients will receive an individual and personalized solution fitted to the wishes and needs of our clients.

15 Security

At Orbis Risk Partners it is our top priority to keep your information secure. Orbis Risk Partners will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws.

All personal information collected within the IT systems of Orbis Risk Partners are secured by a password and Multi-factor authentication. We will continue to work on features to keep your Personal Information safe and will maintain an audit log to identify any prohibited access.

When Orbis Risk Partners provides Personal information to a service provider, the service provider will be selected carefully and Orbis Risk Partners will require them to take the appropriate measures to protect the confidentiality and security of your Personal Information.

In the unlikely event a data breach might occur and entails a risk to the rights and freedoms of natural persons, we will notify you by email within 7 business days.

16 Personal Information of other individuals

If you provide personal information to Orbis Risk Partners regarding other individuals, please make sure that:

- You agree to inform the individual about the content of this Privacy Policy.
- You obtain any legally required consent for the collection, use, disclosure and transfer (including cross-border transfer) of Personal Information about the individual in accordance with this Privacy Policy.

17 Rights of the Data Subject

The data subject has the following rights under the new EU GDPR regulation:

- Right of access
- Right to rectification
- Right to erasure ('right to be forgotten')
- Right to restriction of processing
- Right to data portability

17.1 Right of access

According to article 15, the data subject shall have the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data.

17.2 Rectification

Article 16 states the right to rectification. The data subject shall have the right to obtain without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, by providing a supplementary statement.

17.3 Right to erasure ('right to be forgotten')

The data subject shall have the right to obtain the erasure of personal data concerning him or her without undue delay and Orbis Risk Partners shall have the obligation to erase personal data without undue delay.

The above shall not apply to the extent that processing is necessary:

- For exercising the right of freedom of expression and information;
- For compliance with a legal obligation which requires processing by Union or Member State law to which the controller is subject or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- For reasons of public interest in the area of public health in accordance with points (h) and (i) of Article 9(2) as well as Article 9(3);
- For archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) in so far as the right referred to in paragraph 1 is likely to render impossible or seriously impair the achievement of the objectives of that processing; or for the establishment, exercise or defence of legal claims.

17.4 Right to restriction of processing

Where the controller has made the personal data public, conform article 18 the data subject shall have the right to obtain from the controller restriction of processing.

Orbis Risk Partners will not make any personal data public, which counteracts the risks as stated above.

Conform article 19, Orbis Risk Partners shall communicate any rectification or erasure of personal data or restriction of processing carried out in accordance with Article 16, Article 17(1) and Article 18 to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort. Orbis Risk Partners shall inform the data subject about those recipients if the data subject requests it.

Orbis Risk Partners will provide a copy of the personal data undergoing processing upon request of the data subject. For any further copies requested by the data subject, we may charge a reasonable fee based on administrative costs. Where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form.

The right to obtain a copy shall not adversely affect the rights and freedoms of others.

18 How to file a request?

The EU GDPR stimulates that you have the right of access, rectification, erasure or to restrict the processing of your data.

Third parties might attempt to exercise a data subject's rights without proper authorisation to do so. Orbis Risk Partners is therefore permitted to ask data subjects to provide proof of their identity before giving effect to their rights.

Orbis Risk Partners must use all reasonable efforts to verify the identity of data subjects. Where the controller has reasonable doubts as to the identity of the data subject, Orbis Risk Partners may request the provision of additional information necessary to confirm the identity of the data subject (ID/Passport or another document) but is not required to do so.

Under the GDPR, Orbis Risk Partners is exempt from its obligation to comply with Art. 15 – 22 if it cannot identify the data subject related to the relevant data subject.

Before we can start your request, we therefore need to verify your identity, to make sure you are correctly requesting to alter your own personal data.

If you wish to make a request, email us at support@Orbis-partners.com, we will need you to supply us with the following information:

1. Subject: Data Rights

Full name

Phone number where we can reach you

Your request to access, rectify, erase or to restrict the processing of your data.

The reason why you believe your personal data is not processed correctly.

2. Upon the arrival of your request we will check your given information with our information.

3. We will verify your ID by calling you on the known phone number in our IT system.

If we do not have a direct mobile phone number, we will verify your identity by contacting the company details or ask you to provide us with the necessary documents to acknowledge your identity.

4. Within 4 weeks you will receive a copy of your personal information as stored within Orbis Risk Partners.

5. In this copy Orbis Risk Partners states:

Your personal data;

The purpose why Orbis Risk Partners uses your personal data;

What types of data we use;

6. Which organizations or types of organizations receive your data;

How Orbis Risk Partners collected your data.

7. Orbis Risk Partners will confirm that the request of the data subject has been processed.

19 Changes to this Privacy Policy

As Orbis Risk Partners will continue to develop we may decide to revise this Privacy Policy. The changes will be updated on our website. Please take a look at the "Last Updated" date at the top of this Privacy Policy to see when it was last revised.