TPN ELECTRONIC SIGNATURE SYSTEM USER TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In this Agreement, unless the context requires otherwise, the words below mean the following:

1.1.1. **"Agreement"** means these terms and conditions, the Schedule (if any), the Disclaimer Notice contained in the Document Packs and any annexures hereto;

1.1.2. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;

1.1.3. **"Constitution"** means the Constitution of the Republic of South Africa 108 of 1996;

1.1.4. **"Client"** means the Party that subscribes to one of the documents packs, comprising the Document Pack, through TPN's website or any other means;

1.1.5. **"Database"** means the TPN online database containing information on the behaviour, profile and creditworthiness of prospective tenants, customers or employees of the clients and clients of TPN, as compiled and organized by TPN and/or an online portal providing access to the Third Party Services, as the case may be;

1.1.6. **"Data Protection Legislation"** means POPIA, ECTA, NCA, PAIA and / or the Constitution, and all applicable laws and regulations relating to the processing of Personal Information and privacy;

1.1.7. **"Disclaimer Notice"** means the disclaimer notice contained in the various documents comprising the Document Packs and forming part of this Agreement in terms of clause 1.1.2;

1.1.8. **"Document Pack/s"** means the LeasePacks, SalesPacks, HRPacks, and any other pack of documents that TPN makes available to the property industry or any other industry or market from time to time, and any Updates thereto;

1.1.9. **"Document Pack Services"** means the service of supplying the Client the Lease Packs, SalesPacks, HRPacks, and / or any other pack that TPN makes available to the property industry or any other industry or market from time to time, which have been subscribed to by the Client, and the supply of the relevant Updates thereto;

1.1.10. **"ECA"** means the Electronic Communications Act 36 of 2008;

1.1.11. **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002;

1.1.12. **"Effective Date"** means the Signature Date or the date on which the User Signs this Agreement, whichever occurs first in time;

1.1.13. **"Electronic Signature"** means a signature completed via use of the TPN Electronic Signature System, or by any other means in accordance with section 13(2) and (3) of ECTA;

1.1.14. **"Expression of Intent"** means an acceptance of this Agreement, as contemplated in section 13(5) of ECTA, which includes the ticking of the appropriate terms and conditions box online;

1.1.15. **"Fees/s"** means the fees due and payable by the Client to TPN in respect of the Subscription or the TPN Electronic Signature System, and any other amounts listed on an Invoice;

1.1.16. **"Initial Period"** means a period of 12 (Twelve) months from the Effective Date;

1.1.17. **"Invoice"** means a tax invoice or commercial invoice issued by TPN to the Client in respect of the Fees or any other amounts in relation to the supply of any one of the document packs comprising the Document Pack, or the supply of the TPN Electronic Signature Services, as the case may be, from time to time;

1.1.18. **"Juristic Person"** means any juristic person of whatever nature including a body corporate, association, company, close corporation, trust or partnership (whether or not having separate legal personality);

1.1.19. **"NCA"** means the National Credit Act No 34 of 2005;

1.1.20. **"PAIA"** means the Promotion of Access to Information Act 2 of 2000;

1.1.21. **"Parties"** means TPN, the User and **"Party"** means either one of them, as the context may indicate;

1.1.22. **"Personal Information"** has the meaning ascribed to it in POPIA;

1.1.23. **"POPIA"** means the Protection of Personal Information Act 4 of 2013;

1.1.24. **"Prime Rate"** means a rate of interest per annum which is equal to the published minimum lending rate of interest per annum, compounded monthly in arrears and calculated daily, charged by TPN's principle bankers on the secured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time and, in the event of a dispute as to the rate

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so payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose authority and designation it shall not be necessary to prove and whose decision shall be final and binding on the Parties;

1.1.25. **"Schedule"** means the schedule to this Agreement, if relevant;

1.1.26. **"Sign"** means (i) a handwritten signature, (ii) an Electronic Signature or (iii) the acceptance of this Agreement through an Expression of Intent by or on behalf of the User;

1.1.27. **"South Africa"** means the Republic of South Africa, as constituted from time to time;

1.1.28. **"Subscription"** means the subscription purchased by the Client for the selected Document Pack in the TPN online shop and any relevant Updates thereto;

1.1.29. **"Terms and Conditions"** means these terms and conditions, together with any annexures hereto;

1.1.30. **"TPN"** means MRI Software Screening Solutions Proprietary Limited trading as TPN Credit Bureau, a company incorporated in accordance with the laws of South Africa under registration number: 2002/032126/07, situated at 345 Rivonia, First Floor South Wing, 351 Rivonia Blvd, Rivonia, 2191, Gauteng;

1.1.31. **"TPN Electronic Signature Services"** means the service of supplying the Client, and its User/s, with access to the TPN Electronic Signature System portal, which Service is to be supplied by TPN to (i) the Client in accordance with the Document Pack terms and conditions, and (ii) the Client's User/s in terms of this Agreement;

1.1.32. **"TPN Electronic Signature System"** means TPN's web-based electronic signature system, that facilitates the Client's, and its Users', online electronic Signing of (i) this Agreement, (ii) documents generated in terms of Document Pack, excluding Sales Pack, or (iii) any other document generated by TPN; by means of a two-step authentication process, in accordance with section 1, read with section 13(2) and 13(3) of ECTA;

1.1.33. **"TPN Electronic Signature System Link"** means the link generated by TPN and provided to the Client, to send on to its Users, which allows the User access to the TPN Electronic Signature Services;

1.1.34. **"User/s"** means the user/s added to the TPN Electronic Signature System by the Client in order for such user/s to electronically Sign a document generated by the Client from its Subscription;

1.1.35. **"Updates"** means any updates, made by TPN, to any of the documents comprising the Document Pack, the case studies and / or frequently asked questions, from time to time;

1.1.36. **"VAT Act"** means the Value-added Tax Act 89 of 1991;

1.1.37. **"VAT"** means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time; and

1.1.38. **"Writing"** means any mode of reproducing information or data in physical form, which includes handwriting and any document or information that is (i) in the form of data message; and (ii) is accessible in a manner usable for subsequent reference;

2. INTERPRETATION

2.1. Any reference in this Agreement to:

2.1.1. a **clause** is, subject to any contrary indication, a reference to a clause of the main body of this Agreement;

2.1.2. an **item** is, subject to any contrary indication, a reference to an item in the Schedule to this Agreement;

2.1.3. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of the government, local government, statutory or regulatory body or court having legal authority within South Africa; and

2.1.4. **person** means, unless the context indicates otherwise, any natural or Juristic Person, government, state, agency or organ of a state.

2.2. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

2.3. The headings do not govern or affect the interpretation of this Agreement.

2.4. If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Agreement.

2.5. Unless the context indicates otherwise, an expression which denotes any gender includes the other gender; reference to a natural person includes a Juristic Person; the singular includes the plural, and the plural includes the singular.

2.6. Any number of days prescribed in this Agreement excludes the first day and includes the last day.

2.7. The words "including" and "in particular" are without limitation.

2.8. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.

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2.9. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.

2.10. A reference to a Party includes that Party's successors-in-title and permitted assigns.

2.11. A time of day is a reference to Johannesburg time.

2.12. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

2.13. The cancellation or termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.

2.14. No provision in this Agreement is intended to contravene or limit any applicable provisions of the CPA, NCA or POPIA.

3. THIS AGREEMENT

3.1. TPN may, within its sole discretion, grant the Client the right to access the TPN Electronic Signature System, and to add Users to the TPN Electronic Signature System, which access the User accepts, upon the terms and conditions set out in this Agreement. It is not necessary for TPN to Sign this Agreement in order for it to come into effect.

3.2. This Agreement comprises the only terms and conditions upon which TPN will give the User access to the TPN Electronic Signature System in relation to the Subscription.

3.3. Other TPN terms and conditions may apply to other services rendered by TPN to the User and the provision of the TPN Electronic Signature System in relation to such services. In the event that there is a conflict between any such agreements, this Agreement will prevail in relation to access to the TPN Electronic Signature System by the User in its capacity as such.

4. DOCUMENT PACKS

4.1. The Client purchases the Subscription.

4.2. The Client may not sell any of the documents comprising the Subscription, nor may the Client use or distribute the documents comprising the Subscription in any manner other than that contemplated in the relevant Subscription documents and this Agreement.

4.3. The Client may give the User access to the documents generated from the Subscription in order to facilitate a transaction involving the User.

4.4. The Client may send the User a TPN Electronic Signature System Link in order for the User to access the TPN Electronic Signature Services in order to sign this Agreement and a document generated from the Subscription, purchased by the Client.

5. COMMENCEMENT AND DURATION

5.1. This Agreement shall commence on the Effective Date and shall endure for as long as the TPN Electronic Signature System Link is active.

5.2. TPN may terminate this Agreement, within its sole discretion, any time for any reason whatsoever, including for breach in accordance with clause 15.

6. FEES AND PAYMENT TERMS

6.1. In the event that Fees are payable in respect of the TPN Electronic Signature Services, such Fees shall be invoiced to and paid by the Client.

6.2. TPN shall be entitled to suspend the User's access to the TPN Electronic Signature System and any other service provided by TPN to the User, until such time as the Client has paid to TPN any outstanding amounts due in terms of this Agreement, including any interest which may have accrued thereon.

6.3. The Signature of these Terms and Conditions via the TPN Electronic Signature System, if applicable, shall be governed by the terms and conditions of this Agreement.

7. INCREASE IN CHARGES

TPN shall have the right, within its sole discretion, on 14 (Fourteen) days' notice to the Client, in Writing, to commence charging the Client and / or its User/s for the use of the TPN Electronic Signature Services.

8. CONNECTIVITY

8.1. The onus of connecting to the TPN Electronic Signature System via an internet or dedicated connection rests solely with the User, and the User shall bear all costs associated with such connectivity, which costs are not included in the Fees.

8.2. It is the User's responsibility to ensure that it / they possesses, or will possess, the hardware and software necessary to access the TPN Electronic Signature System.

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8.3. The User acknowledges that the provision of software and hardware necessary to access the TPN Electronic Signature System does not constitute a service rendered by TPN to the User.

9. SECURITY

TPN shall have the right to take whatever action and to implement whatever measures it may deem necessary, in its sole discretion, to protect the confidentiality, security and integrity of the Document Packs and the TPN Electronic Signature System; and the information contained therein.

10. ACCESS TO THE TPN ELECTRONIC SIGNATURE SYSTEM

10.1. It is the User's responsibility to ensure that only it or its authorised representative has access to the TPN Electronic Signature System Link generated by the TPN Electronic Signature System.

10.2. The User will use its best endeavours to keep the TPN Electronic Signature System Link and TPN documents provided to it by the Client secure and to prevent any unauthorised use thereof or unauthorised access to the TPN Electronic Signature System, by any person or entity without the necessary authority. The User hereby indemnifies TPN for any loss, harm or damage that TPN may suffer, howsoever arising, as a result of a breach by the User of the provisions of this clause 10.

10.3. The User hereby indemnifies TPN for any loss, harm or damage that TPN may suffer, howsoever arising, as a result of a breach by the User of the provisions of this clause 10.

10.4. The provisions of clause 10.3 shall survive the termination of this Agreement for any reason.

11. AUDIT

11.1. The User agrees that TPN may at any time conduct an audit of the User's books, records, and systems for the purposes of verifying that the User is in compliance with its obligations in terms of this Agreement or such obligations that survive the termination of this Agreement.

11.2. The User agrees to take all such steps and do all such things as may be necessary to facilitate the conducting of the audit referred in clause 11.1, provided that TPN will provide the User with reasonable notice of its intention to conduct such audit.

11.3. The provisions of this clause 11 shall survive termination of this Agreement for any reason.

12. CONSENT TO USE AND CONTROL OF INFORMATION

12.1. The User acknowledges, agrees, and specifically provides consent, that:

12.1.1. any information submitted by it to TPN, in terms of this Agreement, or captured by it on the documents generated by the Client, or in the TPN Electronic Signature System, may be included in the Database and may be made available to other users of the Database;

12.1.2. TPN shall have the right, in relation to any information submitted to it in terms of clause 12.1.1, to edit, alter or censor such information, either in whole or in part, in such fashion as it in its sole discretion may deem desirable;

12.1.3. TPN shall have the right to verify the accuracy of any information submitted to it in terms of clause 12.1.1 by the User;

12.1.4. it will not use the TPN Electronic Signature System or any document generated from Document Pack, or by TPN, or any information made available to the User by TPN for any purpose (i) other than that purpose for which it was provided to the User, (ii) that is unlawful or prohibited under South African or international law, or (iii) that constitutes a contravention of this Agreement; and

12.1.5. any information submitted to TPN by the User in terms of the TPN Electronic Signature System, or this Agreement in general, may be used by TPN for the following purposes:

12.1.5.1. recording, processing and continuously maintaining the User's information on its Database;

12.1.5.2. creating and maintaining new products;

12.1.5.3. statistical analyses;

12.1.5.4. the distribution of TPN's marketing material to the User which relate to the transaction which the User is utilising the TPN Electronic Signature System in order to Sign; and

12.1.5.5. permitted or prescribed purposes under the NCA, and the User hereby voluntarily and specifically provides the consent necessary to opt-in in respect of direct marketing in accordance with section 69 of POPIA.

12.2. Use of the TPN Electronic Signature System is entirely at the User's own risk. TPN does not make any representations or warranties about the quality, accuracy, reliability, functionality, completeness, lawfulness or timeliness of the TPN Electronic Signature System or its content; nor does TPN assume any responsibility, of any nature, for any errors, omissions, delays or inaccuracies in the TPN Electronic Signature System.

12.3. The provisions of this clause 12 shall survive the termination of this Agreement for any reason.

13. OWNERSHIP OF INFORMATION

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13.1. Ownership of the Database and the TPN Electronic Signature System, Document Pack and the information contained therein, or submitted for inclusion from time to time, including all underlying intellectual property rights of whatsoever nature subsisting therein, will vest exclusively in TPN.

13.2. For the sake of clarity and the avoidance of all doubt, TPN shall retain possession and ownership of all information submitted to it by the User in terms of clause 12, notwithstanding the termination or cancellation of the Agreement in accordance with the provisions of clause 15 or for any reason whatsoever, including the expiry of this Agreement.

13.3. The User shall keep and maintain as strictly confidential, all the information obtained by it from the documents generated by TPN and pursuant to the Client's Subscription, and the TPN Electronic Signature System, save to the extent that it is necessary to utilise the Subscription and the TPN Electronic Signature System in terms of this Agreement.

13.4. Ownership of the Database and the TPN Electronic Signature System, Document Pack and the information contained therein, or submitted for inclusion from time to time, including all underlying intellectual property rights of whatsoever nature subsisting therein, will vest exclusively in TPN.

13.5. The provisions of this clause 13 shall survive the termination of this Agreement.

14. WARRANTIES AND INDEMNIFICATION

14.1. The User shall familiarise itself with the Disclaimer Notice and shall ensure that the User understands the Disclaimer Notice and this Agreement.

14.2. Should the User not understand this Agreement or the Disclaimer Notice, the User hereby undertakes to contact TPN prior to utilising the documents provided to it by the Client and prior to using the TPN Electronic Signature System, in order to request an explanation of the Disclaimer Notice. In the event that the User makes no such contact with TPN, the User is deemed to have fully understood the Disclaimer Notice.

14.3. The User shall not be entitled to any remedy in respect of its use of the TPN Electronic Signature System or any documents generated by TPN or in terms of the documents generated by the Client in relation to its Subscription.

14.4. The User undertakes and warrants in favour of TPN that:

14.4.1. it is legally authorised to subscribe to the TPN Electronic Signature System, and warrants that it has the requisite capacity to conclude legally binding transactions with TPN; and

14.4.2. it shall not do, nor omit to do, anything that would result in TPN contravening the provisions of the NCA, the ECA, the CPA, the ECTA, POPIA or the successor-in-title to such legislation.

14.5. The User acknowledges that the TPN Electronic Signature Services:

14.5.1. does not make provision for an advanced electronic signature as defined in s13(1) of ECTA; and

14.5.2. only applies to Electronic Signatures which require a two-step authentication process in terms of section 13(3) of ECTA. Where a signature is required by law in respect of any agreement, including Salespack, the User agrees that it will not utilise the TPN Electronic Signature Services for such purpose.

14.6. The provisions of clauses 14.3, 14.4, 14.7, 14.8, 14.9, 14.12, 14.13, 14.14, 14.15 and 14.16 shall survive the termination of this Agreement for any reason whatsoever.

14.7. Without in any way limiting the generality of clause 14.4, TPN shall not be liable for any loss, liability, damage or expense of whatsoever nature suffered by the User, as a result of, or which may be attributable to:

14.7.1. the use by the Client and / or User, any other person, of information comprising, or obtained from the Subscription or the TPN Electronic Signature System;

14.7.2. any mistake, error or omission in anyway arising from the Client's, or User, use of the TPN Electronic Signature System;

14.7.3. any delay in accessing the Subscription at any time; and / or

14.7.4. any delay in accessing the TPN Electronic Signature System by the Client, and / or the User, at any time, or any failure in the TPN Electronic Signature System delivering, in any manner, or any error generated by the TPN Electronic Signature System.

14.8. The User hereby indemnifies and holds TPN harmless in respect of any claims, of whatsoever nature, howsoever arising, of the User and / or the Client as a result of, in relation to, or attributable to, any matter referred to in clause 14.4, 14.5 and 14.7.

14.9. The User hereby indemnifies TPN against all loss, liability, damage and expense of whatsoever nature which TPN may suffer as a result of, or which may be attributable to:

14.9.1. any breach by the User of any of the acknowledgements, undertakings or warranties in terms of this Agreement;

14.9.2. any unauthorised use made by the User of the Client's Subscription or any documents generated therefrom or by TPN;

14.9.3. any unauthorised use made by the User of the Third Party Services; or

14.9.4. any contravention of the legislation referred to in clause 14.4.2 by the User.

14.10. TPN warrants that it shall, where possible, afford the User prior notice of scheduled maintenance and shall schedule such maintenance so as to minimise the inconvenience to the User.

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14.11. The User acknowledges that access to the TPN Electronic Signature System is a complementary service offered to it by TPN by virtue of the Client being a Client. TPN reserves the right to withdraw this service at any time within its sole discretion.

14.12. The User shall have no claims, of whatsoever nature, howsoever arising, against TPN in relation to any failure to provide access, or working access, as the case may be, to the TPN Electronic Signature System in respect of the User.

14.13. The User may request that TPN remedy any defect in the quality of the TPN Electronic Signature Services, save that no refund may be requested, or shall be payable, in respect of any matter pertaining to the TPN Electronic Signature System, and TPN shall incur no liability, of whatsoever nature, howsoever arising in relation to the supply, or lack thereof, of the TPN Electronic Signature Services.

14.14. TPN will not be responsible for any failure to perform its obligations to the User in term of this Agreement or to the Client in terms of the agreement with the Client, where this failure is caused by circumstances beyond TPN's control.

14.15. Subject to clause 14.11, TPN's total liability to the User, under this Agreement, in any event whatsoever, will not exceed the total Fees paid by the Client to TPN for the 12 (Twelve) month period preceding that in which the alleged cause of action arose.

14.16. The User agrees that no warranties or representations, whether express or implied, other than those specifically recorded in this Agreement have been given or made by TPN in connection with this Agreement.

15. BREACH

15.1. Without prejudice to any of TPN's rights in law, should the User or the Client:

15.1.1. fail to pay any Fee or other amount in terms of this Agreement, or any other agreement with TPN;

15.1.2. fail to comply with the provisions of clauses 14;

15.1.3. breach any other term of this Agreement; or

15.1.4. cause TPN to breach the terms of its Agreement with any Third Party Service Provider, then the provisions of clause 15.2 will apply.

15.2. TPN will be entitled to suspend the performance of any obligation owed by it to the Client, and the User, in terms of this or any other agreement with TPN, including denying the User access to the TPN Electronic Signature System.

16. SURETY

Should the User be a company, close corporation, trust or a principal represented herein by an agent, the person/s Signing this Agreement on behalf of the User, as the case may be, hereby binds himself/themselves in favour of TPN as surety for, and co-principal debtor with, the User for the due and proper discharge of all of the User's obligations arising from this Agreement.

17. THIRD PARTY SERVICES

17.1. Currently, access to the documents generated by Document Pack, or TPN, as the case may be, and the TPN Electronic Signature System, enables the User to access the Third Party Services.

17.2. Save where the contrary appears from the context, a reference to the Document Pack, and / or the TPN Electronic Signature System, will accordingly be deemed to also include a reference to the Third Party Services.

17.3. Access to the Third Party Services is provided in terms of separate agreements between TPN and the Third Party Service Providers.

17.4. TPN reserves the right to discontinue access to the Third Party Services at any time for any reason in its sole discretion.

18. LETTERS AND NOTICES

18.1. Any letter or notice given in terms of this Agreement shall be in Writing and shall:

18.1.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

18.1.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and

18.1.3. if transmitted by facsimile or email be deemed to have been duly received by the addressee on the date of delivery.

18.2. Notwithstanding anything to the contrary contained herein, a Written notice of communication actually received by a Party shall be an adequate Written notice or communication to it notwithstanding that it was not sent to or delivered to the addresses set out in clause 18.3.

18.3. The addresses (i) set out in clause 22.1, in the case of TPN; and (ii) provided by the User, either when it signs up online, or as set out in Document Packs Signed by the User, shall constitute the Parties chosen addresses for any and all purposes stipulated under this Agreement and the receipt of any documentation and the institution of any legal proceedings.

19. INTELLECTUAL PROPERTY

19.1. Copyright and any other Intellectual Property rights of whatsoever nature in (i) the Database, Document Pack and the TPN Electronic Signature System, or any part thereof (including all materials, texts, drawings, and data made available on the Database, Document Pack or on the TPN Electronic Signature System) and (ii) any/all data, lists, tables, and any other information supplied by TPN to the

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User will remain the exclusive property of TPN. The User, hereby cedes, assigns, transfers and makes over ("Transfer") to TPN any Copyright and any other Intellectual Property rights of the User that may subsist in any of the aforegoing materials that may vest in the User by operation of law, and TPN hereby accepts such Transfer.

19.2. Given the provisions of clause 19.1, any unauthorised copying, reproduction, adaptation, reverse engineering, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of any material contemplated in clause 19.1, or any component thereof, will constitute an infringement of such copyright and other intellectual property rights; provided that such materials or any component thereof may be used by the User for its own internal purposes and for the purposes of ordering service/s from TPN.

19.3. The trademarks, names, logos and other marks (**"Trade Mark/s"**) displayed on the Database, documents pertaining to the Subscription, the TPN Electronic Signature System and / or the TPN website are registered and unregistered trade marks of TPN. Nothing contained in this Agreement should be construed as granting any license or right to use any Trade Mark without the prior written permission of a director of TPN.

19.4. The provisions of this clause 19 will survive the termination of this Agreement for any reason whatsoever.

20. CONFIDENTIAL INFORMATION

20.1. The User will treat all information supplied by TPN to the User as strictly confidential, except to the extent that any such information is freely available in the public domain, not as a result of a breach of this clause 20, and the Client will not, without the prior written consent of a director of TPN, disclose or part with possession of any such information.

20.2. The provisions of this clause 20 will survive termination of this Agreement for any reason whatsoever.

21. DATA PROTECTION

21.1. Where the Party receiving Personal Information (**"Receiving Party"**) from the other Party (**"Disclosing Party"**) processes Personal Information in terms of this Agreement, the provisions of this clause 21 shall apply to such processing of Personal Information. For purposes of this clause, "processing" shall have the meaning ascribed to it in POPIA.

21.2. The Receiving Party agrees and undertakes that, in the event that it processes any Personal Information in terms of this Agreement, it will:

21.2.1. store and process the Personal Information on behalf of the Disclosing Party solely for the purposes set out in this Agreement;

21.2.2. comply with the provisions of the Data Protection Legislation in respect of the Personal Information;

21.2.3. ensure that it maintains all necessary technical and organisational measures to ensure the security, integrity and confidentiality of the Personal Information;

21.2.4. comply with the express instruction or directions of the Disclosing Party from time to time in connection with the use of the Personal Information and the requirements of any Data Protection Legislation;

21.2.5. not retain the Personal Information for longer than is necessary for achieving the specified purpose for which the Personal Information was collected, unless a specific retention period is required by law; and

21.2.6. ensure that Personal Information pertaining to a Data Subject is not transferred to a foreign jurisdiction unless the requirements set out in the Data Protection Legislation have been met in full.

21.3. The Receiving Party agrees and undertakes to immediately notify the Disclosing Party if it:

21.3.1. becomes aware of any unauthorised or unlawful processing, loss of, damage to and/or destruction of the Personal Information;

21.3.2. becomes aware that a disclosure of Personal Information may be required by law;

21.3.3. receives a request, either in Writing or orally, from a Data Subject wanting to access their Personal Information, or to cease or not commence with the processing of any Personal Information; or

21.3.4. becomes aware of a breach of the provisions of this clause.

21.4. The Receiving Party hereby indemnifies and holds harmless the Disclosing Party from any and all losses and damages arising from or in relation to or in connection with any breach by the Receiving Party, or any of its directors, officers, agents, employees, User/s or Permitted Recipients, of the obligations set out in this clause 21.

21.5. The provisions of this clause 21 will survive termination of this Agreement for any reason whatsoever.

22. ECTA

22.1. In compliance with section 43(1) of the ECTA, TPN makes the following available:

22.1.1. Full name and legal status: TPN Credit Bureau, a private company incorporated in accordance with the laws of the Republic of South Africa;

22.1.2. Registration Number: 2002/032126/07;

22.1.3. Physical address: 345 Rivonia, First Floor South Wing, 351 Rivonia Blvd, Rivonia Gauteng;

22.1.4. Telephone number: 0861 876 000;

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22.1.5. Website address: https://mrisoftware.tpn.co.za;

22.1.6. Email address: helpdesk@tpn.co.za;

22.1.7. Codes of conduct: TPN is regulated by the Credit Bureau Code of Conduct, Credit Information Ombud Code of conduct and the Credit Providers Association Code of Conduct.

22.1.8. Pricing: see the Cost Structure (Annexure A) in the Schedule, or the TPN website at: https://app.tpn.co.za/Subscribe/Pricing;

22.1.9. Manner of payment: Electronically by credit card, debit order, annually (unless the contrary is stipulated in clause 7).

23. JURISDICTION OF THE MAGISTRATES COURT / GOVERNING LAW

23.1. This Agreement is governed by South African Law.

23.2. Not limiting the jurisdiction that any other court may have, the Parties consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.

23.3. The Client will be liable for and pay all reasonable legal costs, including collection commission, expenses and charges incurred by TPN in enforcing any of the terms contained in this Agreement on an attorney and client scale.

24. ENTIRE AGREEMENT / MUTUAL SUPPORT

24.1. The Parties agree that this Agreement is the whole agreement between the Parties in regard to its subject matter.

24.2. The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

25. GENERAL

25.1. The User shall not be entitled to cede or assign any of its rights and obligations contemplated in this Agreement.

25.2. The User warrants and acknowledges that any person who Signs this Agreement on behalf of the User is and will be deemed to be duly authorised by the User to sign this Agreement, on its behalf and to bind the User to the terms thereof.

25.3. The provisions set out in this Agreement are of general application to the provision of the TPN Electronic Signature Services by TPN to the User and no amendment to this Agreement will be deemed to have occurred unless specifically agreed to by TPN in Writing.

25.4. TPN may at any time amend this Agreement subject to notification to the User, in Writing, of such amendment.

25.5. Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee of any either Party, shall be bound by this Agreement.

26. RELAXATIONS / INDULGENCES

No indulgence by one Party to the other Party, or failure to strictly enforce the terms of this Agreement, is to be construed as a waiver or a basis for raising estoppel in any way.

27. SEVERABILITY

Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, the Parties acknowledge their intention to continue to be bound by this Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.

28. SIGNATURE

28.1. This Agreement may be signed by the User on TPN's website by ticking the appropriate box, and this will constitute a valid signature by the User for all purposes, indicating its agreement to be bound by the provisions of this Agreement.

28.2. The User and any person who Signs this Agreement (either on a Written agreement, signed via use of the TPN Electronic Signature System, or by ticking the appropriate box on the TPN Electronic Signature System portal) acknowledges, undertakes and warrants that:

28.2.1. they are duly authorised to complete the Schedule (on behalf of the User, where applicable);

28.2.2. the information contained in the Schedule is true and correct in every respect;

28.2.3. to the extent that any of the information contained in the Schedule changes at any stage, they shall immediately advise TPN of any such change in writing;

28.2.4. they are aware of and have read and understand the terms contained in this Agreement, which forms part of the Schedule, which they understand and accept will form the basis on which TPN will contract with the User; and

Initial

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28.2.5. they are aware that the User is obliged to comply with the terms contained in this Agreements at all times and that, if the User does not understand any provision contained in this Agreement, then the User may contact TPN so that the nature, scope and implications of the provision can be explained to the User.

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