AGREEMENT REGULATING ACCESS, PROCESSING & STORAGE OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT ("POPIA")

CUSTOMER'S NAME: ____

CUSTOMER'S REGISTRATION NUMBER: _________________________________ "the Customer"

Mercury Inter-Trade (Pty) Ltd Registration Number 1985/003508/07 ("Mercury Inter-Trade") is committed to compliance with the Protection of Personal Information Act. No. 4 of 2013 ("POPIA").

For purposes of this agreement, the following words bear the meanings associated with them below:

"Personal Information" means information relating to an identifiable, living, natural person, including:

1. Financial information related to a person, including information provided by the Customer, or information obtained from a Credit Bureau or from CIPC (the Companies and Intellectual Property Commission);

2. Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; and/or

3. The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about that person.

"Data Subject" means each director of the Customer and each shareholder of the Customer that is a natural person.

WHEREAS:
In the course of the Supplier's Customer verification and credit vetting processes, the Supplier will collect, and process Personal Information related to Data Subjects. The Supplier may also share such information *inter alia* with third parties that provide credit insurance, credit vetting services, collection services, legal advice and its finance department.

Mercury Inter-Trade is committed to ensuring that any processing of Personal Information related to Data Subjects are limited to the express purposes of verification of credit records, opening and management of an account for the Customer and that such processing is compliant with POPIA.

IT IS HEREBY AGREED THAT:

1. The Customer consents to Mercury Inter-Trade:
   - 1.1. performing a credit search on the Customer's record, as well as the record of Data Subjects, with one or more of the registered Credit Bureaus when assessing the Customer's Application for Credit (and at any other time within the Supplier's discretion);
   - 1.2. recording the existence of the Customer's account with any Credit Bureau;
   - 1.3. transmitting any information pertaining to the Customer and to any Data Subject to: (a) any third party that provides credit vetting services, (b) credit guarantee insurance providers and brokers, (c) collection service providers; and (d) entities that provides financing to Mercury Inter-Trade, (hereinafter referred to as "Approved Third Parties"), and to any such Approved Third Party in turn conducting its own Credit Bureaus and other credit vetting and debt collection processes; and/or recording and transmitting details of how the Customer has

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performed and how the account is conducted by the Customer in meeting its obligations on the account, including to a Credit Bureau and Mercury Inter-Trade's credit insurers.

2. The Customer acknowledges and agrees that any information regarding its credit worthiness, defaults in payment to Mercury Inter-Trade, and details of how its account with Mercury Inter-Trade is conducted may be disclosed to any other creditor of the Customer, to Approved Third Parties, and, to any registered Credit Bureau after 21 (twenty-one) days' notice have been given to the Customer.

3. The Customer consents to the collection, processing and storage of Personal Information by Mercury Inter-Trade related to Data Subjects, for the purposes of both the opening and ongoing management of a Customer's account.

4. The Customer warrants and represents that:
   4.1. it has concluded a contract with each Data Subject; and that in terms of such contract, the Customer has obtained the consent from such person to the processing of Personal Information by suppliers and approved third Parties, in the credit vetting process; and

   4.2. the processing of Personal Information by Mercury Inter-Trade is necessary for the legitimate interests of Mercury Inter-Trade inter *alia* in Mercury Inter-Trade's credit vetting, credit management and funding processes.

5. The Customer warrants that all Personal Information supplied to Mercury Inter-Trade is accurate, up to date, is not misleading and that it is complete in all respects.

6. The Customer undertakes to immediately advise Mercury Inter-Trade of any changes to the relevant Personal Information of a Data Subject, but not limited to, a change of ownership or control in the Customer.

7. Mercury Inter-Trade undertakes:
   7.1. to act in accordance with POPIA in relation to the collection, processing and storing of Personal Information related to the Customer. The processing of Personal Information by Mercury Inter Trade will be limited for the purposes set out herein and will not be excessive;
   7.2. not to disclose the Customer's Personal Information unless: (a) it is legally or contractually required or for its legitimate business purposes, or (b) permitted in terms of this agreement, including to approved third Parties; and 7.3. to use reasonable efforts in order to ensure that Personal Information related to Data Subjects in its possession or processed on its behalf is:
   7.3.1. kept confidential;
   7.3.2. stored in a secure manner; and
   7.3.3. processed in terms of the provisions of POPIA, and, for the purposes for which Mercury Inter Trade has been authorised;
   7.4. to take reasonable steps to identify risks associated with the processing of the Customer's information and establish safeguards against any such identified risks; and
   7.5. to take reasonable steps to ensure that the Customer is notified in the event of a breach of the confidentiality of the Customer's Personal Information.

8. The Customer has a right to lodge a complaint with the information Regulator if the Customer is of the view that its rights in terms of POPIA have been breached. The contact details of the information Regulator are:

- Telephone Number: 012 406 4818
- Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
- E-mail Address: POPIAComplaints@inforegulator.org.za enquiries@inforegulator.org.za

THUS, DATED AND SIGNED AT ______________THIS _____DAY OF _________________IN THE YEAR 20____

SIGNATURE OF Customer: ___________________________________

Customer's registered name and registration number: ____

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Name & Surname (of duly authorised representative of Customer): ____________________________________

Position held: ____

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