



Lead Provider Agreement

1. PREAMBLE

WHEREAS Pineapple carries on business as an authorised financial services provider in terms of the Short-term Insurance Act No. 18 of 2017 and wishes to enter into a lead provider agreement with the Lead Provider.

AND WHEREAS the parties wish to record herein the terms and conditions which will govern the agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. INTERPRETATIONS

In this Agreement:

- 2.1 the clause headings are for the purpose of convenience only and shall not be taken into account in the interpretation of, nor modify the terms of this Agreement;
- 2.2 the preamble in clause 1 above forms part of this Agreement and regard shall be had thereto in the interpretation thereof;
- 2.3 if any provision in a definition is a substantive provision conferring any right or imposing any obligation on any party, then, notwithstanding that it is only in a definition, effect shall be given to it as if it were a substantive provision in this Agreement;
- 2.4 when any number of days is prescribed, such number shall exclude the first day and include the last day;
- 2.5 when the day on which anything is to be done is a Saturday, Sunday or public holiday, it shall be done on the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.6 where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;
- 2.7 reference to a party includes that party's successors and permitted assigns;
- 2.8 every schedule or annexure thereto shall form part of this Agreement and this interpretation clause and the definitions contained in this Agreement shall likewise apply to every such



schedule or annexure and also to any amendment or amplification of this Agreement, unless such schedule, annexure, amendment or amplification provides otherwise;

2.9 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this Agreement;

2.10 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement where the context indicates that they will operate after any such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. DEFINITIONS

In this Agreement the following terms and expressions shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning:

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| 3.1 | “the Act” | means the Short-term Insurance Act, 2017 (Act No. 18 of 2017), as amended from time-to-time; |
| 3.2 | “Agreement” | means the agreement contained in this document, including all Annexures hereto; |
| 3.3 | “Effective Date” | means the date of the last person signing this Agreement; |
| 3.4 | “the FAIS Act” | means the Financial Advisory and Intermediary Services Act, 2001 (Act No. 37 of 2002), as amended from time-to-time; |
| 3.5 | “Gross Written Premium”/ “GWP” | means premium received by Pineapple on the inception policy inclusive of any administration fees and VAT, but excluding any joining or initiation fees; |
| 3.6 | “Lead” | means an individual record of data in respect of a natural person or juristic entity, obtained and distributed in line with South African legislation, and containing such information in respect of that person as the parties may agree to from time-to-time; |



3.7	“Pineapple’s Products”	means a Motor insurance policy;
3.8	“Policy”	means a contract of insurance between a Policyholder and Pineapple for short-term insurance cover, for which Pineapple is licensed to supply during the life of this Agreement;
3.9	“Policyholder”	means policyholder as defined in section 1(1) of the Act;
3.10	“PROSPECT”	means any person for whom the Lead Provider holds information of a personal nature and who has not yet entered in a policy with Pineapple.
3.12	“Records”	means all records, including records held and stored in electronic form;
3.13	“Short-term Policy”	means a short-term policy as defined in section 1 (1) of the Act;
3.14	“the VAT Act”	means the Value Added Tax Act, Act No. 89 of 1991, as amended from time-to-time.
3.15	“POPI Act”	means the Protection of Personal Information Act 4 of 2013;



4. APPOINTMENT

- 4.1 Pineapple hereby appoints the Lead Provider to provide Pineapple with Leads, subject to the terms and conditions contained in this Agreement.
- 4.2 Pineapple and the Lead Provider agree that this Agreement serves as a revocation and cancellation of all previous agreements and/or mandates that may have been entered into between them.

5. LEAD SUPPLY

- 5.1. The lead provider shall -

5.1.1 If the Prospect indicates an interest in obtaining a short-term insurance quote from Pineapple, the lead provider shall provide the Pineapple with the customer details to call and conclude the quotation by sending the referral to dealership@pineapple.co.za - or any alternative means as are agreed to between the Parties from time-to-time.

- 5.2 The Lead Provider shall in relation to clause 5.1 above:

5.2.1 ensure that it obtains and keeps a record of the express consent of each Prospect it refers to Pineapple as a Lead, permitting Pineapple to market and sell Pineapple's Products to the Prospects. Such record of consent shall be made available to Pineapple upon request. The consent must be kept for a period of 5 years after the cancellation of the policy.

6. LEAD PROVIDER'S GENERAL OBLIGATIONS AND UNDERTAKINGS

- 6.1 The Lead Provider will not:

- 6.1.1 publish, distribute or employ, in any manner whatsoever, advertising material or circulars of any nature relating to Pineapple's Products except on Pineapple's prior written consent;
- 6.1.2 make a proposal or give an undertaking or warranty on behalf of Pineapple that can be binding either by estoppel or in any other way other than authorised in terms of this Agreement;



- 6.1.3 act in any other way except as authorised by this Agreement;
 - 6.1.4 cede any of its rights or delegate any of its obligations arising from this Agreement to any third party;
 - 6.1.5 provide advice as defined in the FAIS Act or give any form of recommendation to a Prospective Policyholder regarding Pineapple that can be construed as advice or performing an intermediary service as defined in the Act.
- 6.2 The Lead Provider undertakes and confirms that:
- 6.2.1 it will at all times act in good faith towards Pineapple;
 - 6.2.2 there are no circumstances or reasons which are known or ought to be known that would have influenced the decision of a reasonable man in the position of Pineapple in accepting the Lead Provider's application for the appointment as a Lead Provider;
 - 6.2.3 it will strictly adhere to all the provisions contained in the Act and regulations, the FAIS Act and regulations, Protection of Personal Information Act (POPIA) and any other legislation if applicable to it;
 - 6.2.4 it will continually monitor its VAT status in accordance with the VAT Act and is obliged to immediately notify Pineapple should it become or cease to be a vendor as defined in the VAT Act at any point in time;
 - 6.2.5 once the Policyholder has paid the first full amount payable for the first month of a Policy, the Lead Provider will not:
 - 6.2.5.1 actively canvas that Policyholder again in connection with short-term insurance cover;
 - 6.2.5.2 supply the Lead to any other entity or individual with the aim for that entity or individual to quote and/or provide insurance on products Pineapple is entitled to provide under this Agreement;
 - 6.2.6 it shall at all times comply with section 44 of the Act, as amended from time to time, in that it shall not provide, or offer to provide, directly or



indirectly, any valuable consideration as an inducement to a person to enter into, continue, vary or cancel a Policy.

6.3 Nothing in this Agreement will be construed as:

6.3.1 constituting the Lead Provider as Pineapple's agent or authorising it to incur any obligations or liabilities on behalf of Pineapple or to give any warranties, representations or undertakings of whatsoever nature on behalf of Pineapple, save as expressly authorised by Pineapple in writing in terms of this Agreement;

6.3.2 authorising the Lead Provider to conclude any contracts on behalf of Pineapple or to sign any documentation on behalf of Pineapple save as expressly provided for in this Agreement; and

6.3.3 constituting a partnership between the Lead Provider and Pineapple.

7. WARRANTY AND INDEMNITY BY THE LEAD PROVIDER

7.1 The Lead Provider warrants and guarantees that it possesses the skill, knowledge, capability and capacity to discharge all its obligations in terms of this Agreement.

7.2 The Lead Provider indemnifies Pineapple against any claims, loss or damage as a result of not adhering to the obligation in terms of clause 5.2.1 above as well as its obligations in terms of the remainder of the agreement.

8. PINEAPPLE'S RESPONSIBILITIES AND OBLIGATIONS

8.1 Pineapple undertakes to:

8.1.1 provide monthly progress reports to the Lead Provider

8.1.2 keep records of all communications with Prospects, records of which the Lead Provider shall have access to for auditing purposes subject to 7 (seven) day's prior notice given to Pineapple;

8.1.3 strictly adhere to all the provisions applicable to it contained in the Act and regulations, the FAIS Act and regulations, POPIA and any other legislation applicable to it;



8.1.4 always act in good faith towards the Lead Provider; and

8.1.5 ensure that a Pineapple representative shall be available for regular performance and feedback meetings with the Lead Provider.

9. OWNERSHIP OF POLICIES AND DATA

Ownership in and to any quotation and Policy sold pursuant to this Agreement shall vest in and remain with Pineapple.

10. REMUNERATION FOR LEADS

10.1. Pineapple shall remunerate the Lead Provider once-off for the provision of Leads received in a monthly period on the understanding that the remuneration for Leads supplied to Pineapple in a monthly period will be calculated as follows:-

10.1.1 In respect of **New Prospects** (Prospects that do not have an active Policy with Pineapple), the remuneration (excluding VAT) will be **R1850 (one eight hundred and fifty rand)** per Incepted Sale.

10.1.2 In respect of **Existing Prospects** (Prospects who have an active Policy with Pineapple as well as all clients quoted by Pineapple prior to the lead being submitted by the lead provider), there will be no remuneration payable.

10.2 Incepted Sales in terms of which premiums are paid in monthly instalments by the Policyholder are subject to the following additional terms:

10.2.1 The remuneration payable to the Lead Provider is payable only once the first full month's premium has successfully been received by Pineapple. For the avoidance of doubt, only once Pineapple has received total weekly payments that equate to the first full month's premium from the Policyholder, will Pineapple be liable to pay the fees as per this Agreement;

10.2.2 Pineapple reserves the right to cancel the policy after 3 consecutive monthly payments are missed by the Policyholder.



- 10.3 Pineapple shall within 30 (thirty) days of each monthly period issue a monthly report to the Lead Provider containing details of all Incepted Sales as a result of the Leads supplied to it by the Lead Provider.
- 10.4 Provided that the Lead Provider is a registered VAT vendor as defined in the VAT Act and a valid VAT number is provided to Pineapple, Pineapple shall pay to the Lead Provider Value Added Tax on remuneration payable in terms of this clause 10 in accordance with the VAT Act.
- 10.5 In the event of any dispute between the parties in respect of payment of remuneration or the enforcement of clause 10, Pineapple shall be entitled to withhold all moneys credited to the Lead Provider limited to an amount equal to the amount which is in dispute until such time that the dispute has been settled.
- 10.6 Pineapple requires the signature of this Agreement and proof of banking details before the first fee will be paid to the Lead Provider.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Ownership of any copy, branding or trademark rights associated with Pineapple, vests exclusively in Pineapple.
- 11.2 Nothing in this Agreement grants the Lead Provider the right, without the prior written consent of Pineapple, to use the name "Pineapple" or any of the trademarks or trade names or other intellectual property of Pineapple or any of its subsidiaries, or any document, policy, programme, mark or any other recorded matter whatsoever in respect of which Pineapple holds the copyright. Pineapple reserves the right to revoke any such consent at any time where-after the Lead Provider shall immediately cease exercising the right in respect of which Pineapple has revoked its consent.

12. MONITORING OF COMPLIANCE, PERFORMANCE AND PERIODIC REVIEWS

- 12.1 Pineapple shall be entitled to conduct regular audits in respect of the Lead Provider's compliance with all the provisions of this Agreement and any Laws and Regulations applicable.



12.2 Pineapple is further entitled to conduct regular reviews in respect of the Lead Provider's performance in terms of the provisions of this Agreement.

12.3 Pineapple will, depending on the findings produced in terms of clauses 12.1 and 12.2 above, be entitled to review and where necessary amend this Agreement with the consent of all parties to address any areas of non-compliance or non-performance by the Lead Provider with the provisions of this Agreement as the case may be.

13. BRANDING

13.1 In giving effect to the terms and conditions of this Agreement, the parties respectively undertake to always act in the best interests of each other's brands.

13.2 The parties shall not take any action or commit any deed which may in any way tarnish or damage the distinctive character and/or reputation of the other party's brand.

14. CONFIDENTIALITY

14.1 In this clause 14 "Confidential Information" means all information that is not in the public domain and that relates to any activity or business of any of the parties hereto and shall include this Agreement and the contents thereof.

14.2 Confidential Information in respect of a party ("first party") shall, except in the circumstances described in 14.3 hereunder, both during the currency of and following the termination of this Agreement, not be disclosed by the other party to any third party without the prior written consent of the first party.

14.3 Confidential Information in respect of a party ("first party") may be disclosed by the other party to third parties without the consent of the first party in the following circumstances:

14.3.1 where the third party is an employee of the first party and needs access to the Confidential Information to perform his duties; or

14.3.2 where a third party is by operation of law entitled to access to the Confidential Information;
or



- 14.3.3 where the other party needs to disclose such information in court proceedings or arbitration proceedings initiated by the first party against the other party in respect of any rights or obligations arising from this Agreement.
- 14.4 The Lead Provider may not, subject to clause 14.3, without Pineapple's prior written consent, which consent Pineapple may not unreasonably withhold:
 - 14.4.1 hand over this Agreement (or part thereof) or any copy thereof to any person other than the Lead Provider's legal representative, or an employee of the Lead Provider who requires access to this Agreement to enable the Lead Provider to comply with the provisions thereof;
 - 14.4.2 allow this Agreement or any copy thereof to, for any reason whatsoever, come into the possession of any person or entity other than a person or entity referred to in clause 14.4.1 for the purposes described therein;
 - 14.4.3 disclose any term or provision of this Agreement to any person or entity, except to a person referred to in clause 14.4.1 for the purposes described therein
- 14.5 The Lead Provider undertakes to ensure that its employees shall comply with the provisions contained in clause 14.

15. DATA PROTECTION

- 15.1 Pineapple warrants and undertakes in respect of all Leads obtained from the Lead Provider that it shall at all times:
 - 15.1.1 only process such Leads for the purposes detailed in this Agreement and, in so doing, Pineapple shall not transfer, or purport to transfer control of the Leads to a third party, except as it may be specifically agreed to by the parties;
 - 15.1.2 not process, apply or use the Leads for any purpose other than as required for purposes of this Agreement;
 - 15.1.3 in respect of a Lead which a Policy is not concluded within 180 (one hundred and eighty) days of receipt of the Lead shall remain the property of the Lead Provider;



15.1.4 maintain and shall continue to maintain appropriate and sufficient technical and organisational security measures to protect such Leads against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, and in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of distribution.

15.2 The Lead Provider acknowledges and agrees that Pineapple may receive legally binding demands from a Law Enforcement Authority for the disclosure of, or other assistance in respect of the Leads, or be required by law, court order, warrant, subpoena, or other legal judicial process to disclose any Leads to any person other than the Lead Provider and that Pineapple will not be in breach of this clause for complying with such obligations to the extent legally bound. Pineapple shall notify the Lead Provider as soon as reasonably possible of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

16. INFORMATION SECURITY

- 16.1 Pineapple represents and warrants that its collection, access, use, storage, disposal and disclosure of the Leads does and will comply with all applicable privacy and data protection laws.
- 16.2 Without limiting Pineapple's obligations under clause 8 above, Pineapple shall implement administrative, physical and technical safeguards to protect the Leads.

17. WHOLE AGREEMENT, VARIATION AND ASSIGNMENT

- 17.1 This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
- 17.2 No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both parties or their duly authorised representatives. Any extension, waiver or relaxation or suspension so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.



- 17.3 No latitude, extension of time or other indulgence which may be given or allowed by either party to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by a party shall, under any circumstance be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this Agreement, or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or terms hereof.
- 17.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 17.5 No party may assign this Agreement to any third party without the prior written consent of the other.

18. CANCELLATION FOR BREACH

Subject to clause 19, should either party commit a breach of this Agreement and fail to remedy the breach within 14 (fourteen) days after receiving written notice to do so, the other party shall be entitled, without prejudice to any other remedy he may have, to terminate the Agreement by giving the breaching party 30 (thirty) days written notice of cancellation to that effect.

19. DURATION AND TERMINATION

19.1 This Agreement shall be deemed to have commenced on the Effective Date and shall continue thereafter in full force and effect indefinitely subject to the right of either party to terminate this Agreement, by giving the other party 30 (thirty) days' written notice.

19.2 Pineapple shall be entitled to terminate this Agreement with immediate effect and without notice in the event that, but not limited to:-

19.2.1 The Lead Provider performing any action on behalf of Pineapple that is not authorised in terms of this Agreement; or



19.2.2 The Lead Provider, its directors, senior management and/or senior staff contravening any provision of the Act, the FAIS Act, the SAIA Code or any other legislation, or committing or permitting to be committed any act bringing the Lead Provider or Pineapple into disrepute

19.3 Notwithstanding clauses 18, 19.1 and 19.2, this Agreement may be terminated by either party with immediate effect and without notice of cancellation to that effect if at any time:

19.3.1 the other party should become insolvent, liquidated (provisionally or finally), wound up or be placed under curatorship or business rescue; or

19.3.2 the other party shall make any assignment for the benefit of its creditors; or

19.3.3 any license of the other party to conduct its business is suspended, removed, impaired or revoked by any order or decree of any regulatory or judicial authority; or

19.3.4 the other party, its directors, or any senior member of its staff commits any act of fraud or theft;

unless and to the extent that termination of this Agreement without any notice period is required in terms of any legislation prevailing at the time, in which case the Agreement will terminate on a date as prescribed in terms of the relevant legislation.

20 DISPUTE RESOLUTION – NEGOTIATION AND ARBITRATION

20.1 A dispute which arises between the Parties shall be submitted to and decided by negotiation and arbitration (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction).

20.2 The dispute shall first be referred to nominated representatives of both parties to resolve and failing resolution of the dispute within 7 (seven) working days of such referral, the dispute will be referred to the chief executives of both parties to resolve and failing



resolution within 10 (ten) working days of such referral, the matter will be referred for arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation..

21. DOMICILIUM CITANDI ET EXECUTANDI

21.1 The parties choose as their *domicilium citandi et executandi* their respective addresses set out on the first (signature) page for all purposes arising out of or in connection with this Agreement at which addresses all the processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the parties.

21.2 For the purpose of this Agreement the parties' respective addresses shall be in the Republic of South Africa, not being a post office box or *poste restante*, of which the party concerned may notify the others in writing.

21.3 Any notice given in terms of this Agreement shall be in writing and shall:

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

21.3.2 if delivered by recognised courier service be deemed to have been received by the addressee on the first day following the date of such delivery by the courier service concerned;

21.3.3 if transmitted by email be deemed to have been received by the addressee one business day after the transmission of the email.

21.4 Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by email.

22. PROTECTION OF PERSONAL INFORMATION

1. For the purposes of this clause 22, the words Data Subject, Personal Information, Process, Regulator and Responsible Party have the meanings given to them in the POPI Act.



2. Despite any contrary stipulations elsewhere in this Agreement, each Party must comply with its obligations under the POPI Act and all other laws applicable to this Agreement when Processing Personal Information in respect of which it is the Responsible Party.

3. Pineapple must:
 - a) only Process Personal Information provided by the Lead Provider in accordance with the intention of this Agreement or otherwise with the Lead Provider's authorisation;
 - b) treat Personal Information which comes to its knowledge as confidential and not disclose it unless required or permitted by law or in the course of the proper performance of its duties;
 - c) Pineapple must secure the integrity and confidentiality of Personal Information provided by the Lead Provider that is Processed by Pineapple by taking appropriate, reasonable technical and organisation measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information. In doing so, Pineapple must take reasonable measures to:
 - I. identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control;
 - II. establish and maintain appropriate safeguards against the risks identified;
 - III. regularly verify that the safeguards are effectively implemented; and
 - IV. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

4. Pineapple must have due regard to generally accepted information, security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules or regulations of Pineapple

5. Pineapple must:
 - a) notify the Lead Provider immediately where there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person;
 - b) assist the Lead Provider, at Pineapple's own cost, with any investigation or notice to the Regulator or Data Subjects that the Lead Provider may make with regard to Personal Information being accessed or acquired by any unauthorised person or a compromise in Pineapple's security safeguards; and
 - c) at the Lead Provider's direction and request, assist the Lead Provider in responding to any directions by the Regulator to publicise any compromise to the integrity or



confidentiality of Personal Information, including assisting the Lead Provider to make public announcements if required.

- 6. Pineapple indemnifies the Lead Provider against any civil, criminal or regulatory action or any administrative fine or other penalty or loss as a result of the Pineapple's breach of this clause 22.

23. COUNTERPARTS

This Agreement, along with the completion of Annexure A, may be signed in counterparts and the individual signed versions thereof shall together constitute the agreement between the parties.

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Pineapple

Documents required by Pineapple:

- Signed agreement and every page is to be initialed by the authorised signatory and the witnesses;
- Proof of banking details not older than three months;
- VAT 103 certificate (if registered VAT vendor)