

ADVERTISING AGREEMENT

entered into between

QROOPLE PROPRIETARY LIMITED

(Registration Number: 2018/294368/07)

("Qroople")

and

The Advertiser, details set out in the Schedule

THE SCHEDULE

Name of Advertiser:			
Country:			
Registration or Identification Number of Advertiser:			
Introducing Broker:			
Duration: Select Applicable:	12 months	24 months	48 months
Monthly Advertising Fee:			
Territory: Select Applicable:	National	International	
Groople Bank Account Details:	Bank name: First National Bank Branch code: 250655 Account number: 62731558683 Account name: Groople Account type: Cheque Beneficiary name: Groople Recipient name: Groople Swift code: FIRZAJJ		
Domicilium Address of Groople:	39 Carl Cronje Drive Tyger Valley, Cape Town 7530 South Africa		
Telephone Number of Groople:	+27 (0) 21 974 6149		
Cellular Phone Number of Groople:	+27 (0) 74 221 3423		
Email Address of Groople:	support@groople.com		
Website of Groople:	https://groople.com		
Domicilium Address of Advertiser:			

1. PARTIES

1.1. The parties to this Agreement are:

1.1.1. Groopple Proprietary Limited; and

1.1.2. The Advertiser.

1.2. The parties agree as set out below.

2. INTERPRETATION

2.1. In this Agreement, unless inconsistent with the context, the following words and expressions shall bear the meanings assigned thereto and cognate words and expressions shall bear corresponding meanings:

2.1.1. **"Advertiser"** means the party indicated in the Schedule entering into this Advertising Agreement with Groopple;

2.1.2. **"the Advertisement"** means the Advertiser's digital image advertisement, designed and provided to Groopple by the Advertiser, which advertisement shall be displayed on the Groopple PDF Document/s or anywhere on the Groopple Website in accordance with the terms and conditions in this Agreement;

2.1.3. **"Advertising Agreement"** means this agreement entered into by and between Groopple and the Advertiser, in terms of which the Advertiser will acquire Advertising Space and the right to have their advertisement displayed and published on a Groopple PDF Document or anywhere on the Groopple Website with a link to the Advertiser's website;

2.1.4. **"Advertising Fee"** means the monthly fee payable by the Advertiser to Groopple as set out in the Schedule for the Advertising Space sold in terms of this Agreement;

2.1.5. **"Advertising Space"** means the advertising space sold by Groopple to the Advertiser on the Groopple PDF Document or anywhere on the Groopple Website as agreed in terms of this Agreement;

2.1.6. **"Broker"** means the Broker indicated in the Schedule who introduced the Advertiser to Groopple for purposes of concluding this Advertising Agreement;

2.1.7. **"Business Day"** means any day other than a Saturday, Sunday or public holiday in the particular Territory that this Agreement has effect in;

2.1.8. **"Duration"** means the duration of this Agreement as indicated in the Schedule, being 12 (twelve) months, 24 (twenty four) months or 48 (forty eight) months;

"month" means a calendar month, and more specifically; in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and **"monthly"** has the corresponding meaning;

2.1.9. **"Groopple"** means Groopple (Proprietary) Limited, a private company duly incorporated under the laws of the Republic of South Africa (Registration Number 2018/294368/07), of 39 Carl Cronje Drive, Tyger Valley, Cape Town, 7530;

2.1.10. **"Groopple PDF Document"** means the PDF document generated on the Groopple Website by the general public or buyers and sellers of real estate, as per the example attached as Annexure A;

2.1.11. **"the Groopple Website"** means the website owned, operated and managed by Groopple, with the URL <https://groopple.com/>;

- 2.1.12. **"Schedule"** means the schedule to which this Agreement is attached setting out the detailed particulars of this Advertising Agreement;
- 2.1.13. **"Signature Date"** means the date upon which this Agreement is signed by the party who signs last in time; and
- 2.1.14. **"Territory"** means the territory indicated in the Schedule.

- 2.2. In this Agreement, words importing the singular shall include the plural, and *vice versa*, and words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing persons shall include partnerships, trusts and bodies corporate, and *vice versa*.
- 2.3. The headings to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.4. Each of the provisions contained in this Agreement shall be construed as independent of every other such provision to the effect that if any provisions of this Agreement shall be determined to be illegal, invalid and/or unenforceable then such determination shall not affect any other provisions of this Agreement all of which shall remain in full force and effect.
- 2.5. If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any parties, then notwithstanding that it is only in the definition (interpretation) clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

3. INTRODUCTION

- 3.1. The Groopie Website is an online real estate platform that also issues real estate coupons entitling the holders of the coupons to get cash back after buying real estate from real estate professionals or private sellers.
- 3.2. The Advertiser was introduced to Groopie by the Broker and wishes to purchase Advertising Space and Groopie wishes to provide such Advertising Space to the Advertiser on certain terms and conditions.
- 3.3. The parties wish to record their agreement in writing.

4. COMMENCEMENT AND DURATION

This Agreement shall commence on the Signature Date and shall continue for the Duration and shall be subject to the further provisions for termination set out in clause 14 herein.

5. ADVERTISING RIGHTS

- 5.1. Upon payment of the Advertising Fee, the Advertiser shall acquire and enjoy the right to have its/his/her Advertisement displayed and published on the Groopie Website and on all Groopie PDF Document/s generated by the Groopie Website for the particular Territory, for the Duration of this Agreement.
- 5.2. The right of the Advertiser as provided for in this clause shall be exercised in accordance with the following duties:
- 5.2.1. The Advertiser shall provide Groopie with the Advertisement he/she/it intends having displayed or published anywhere on the Groopie Website or the Groopie PDF Document, with its display requirements, within 7 (seven) days after the Signature

Date;

- 5.2.2. Groopple shall within 7 (seven) days of receipt of the intended Advertisement submit to the Advertiser the proposed positioning of the Advertisement on the Groopple Website or on any of the Groopple PDF Documents together with any required changes needed to publish the Advertisement (if any);
- 5.2.3. The Advertiser shall submit to Groopple a final Advertisement of acceptable quality, content and format in electronic form within 7 (seven) days after receipt of the proposed positioning and required changes;
- 5.2.4. Groopple will place and publish the Advertisement on the Groopple PDF Document or on the Groopple Website no later than 7 (seven) days after receipt of the finally approved Advertisement; and provided the Advertising Fee has been paid in accordance with clause 6 below, for the duration of this Agreement.
- 5.3. The Advertiser acknowledges and agrees that Groopple is entitled to offer Advertising Space to competitors of the Advertiser who offer the same or similar services as the Advertiser, and the Advertising Space sold in terms of this Agreement is not exclusive to the Advertiser.

6. ADVERTISING FEE AND PAYMENT

- 6.1. The monthly Advertising Fee payable by the Advertiser to Groopple for the Advertising Space in terms of this Agreement is the amount indicated in the Schedule, which monthly Advertising Fee shall be invoiced by Groopple to the Advertiser on a monthly basis prior to the commencement of each month.
- 6.2. The monthly Advertising Fee shall be paid in full by the Advertiser electronically to Groopple to the bank account nominated in writing in the Schedule on/before the first Business Day of each month for the Duration of this Agreement.

7. REVIEW, REJECTION AND REMOVAL

- 7.1. Groopple has the right, but not the duty, to review the Advertisement before or after placement at any time, but does not accept responsibility or liability for any errors or inaccuracies in any Advertisement displayed on a Groopple PDF Document (or on the Groopple Website) to which the Advertisement is linked.
- 7.2. Groopple reserves the right to reasonably reject or remove from a Groopple PDF Document or from the Groopple Website any Advertisement that it in good faith believes:
 - 7.2.1. is not functional on or compatible with the Groopple Website or Groopple PDF Documents through no fault of Groopple;
 - 7.2.2. contains or links the Groopple Website to any content that Groopple reasonably deems objectionable;
 - 7.2.3. violates any applicable laws, rules and/or regulations (or any of Groopple's policies); and/or
 - 7.2.4. breaches the Advertiser's representations made under this Agreement.
- 7.3. Groopple will notify the Advertiser in writing of any rejection or removal of any Advertisement made pursuant to clause 7.2 above and the reason therefore within 7 (seven) days of such rejection or removal ("**the Advertisement Rejection Notice**"). Whenever possible, the Advertisement Rejection Notice shall also specify in sufficient detail any modification, including any additions, deletions, or other changes, Groopple reasonably requests in order to enable the publishing of such Advertisement.

7.4. Following receipt of an Advertisement Rejection Notice, the Advertiser may promptly either:

7.4.1. modify the Advertisement and resubmit it to Qroople; or

7.4.2. submit an alternate Advertisement for publication, provided however the approval/rejection of a resubmission of such Advertisement or submission of an alternate Advertisement will be in the sole discretion of Qroople.

7.5. If, within 7 (seven) days of such resubmission or alternate submission, the parties are unable to agree in good faith on a modified or alternate Advertisement to publish on the Qroople Website, either party may terminate the Advertisement immediately by giving written notice to the other party.

8. OBLIGATIONS OF QROOPLE

8.1. Qroople shall:

8.1.1. provide Advertising Space on any printed cash back coupon (a Qroople) to a maximum of 5 (five) Advertisers per Territory at any given time;

8.1.2. use its best efforts to maintain the Qroople Website and minimise website downtime or errors that affect the display of all the Advertisements On The website or printed coupons for the duration of this Agreement; and

8.1.3. use its best endeavours to make the Advertisements available on the Qroople PDF Document/s and on the Qroople Website at all times, except during any limited downtime required for the routine maintenance of the Qroople Website.

9. WARRANTIES

9.1. The Advertiser warrants to and in favour of Qroople and unconditionally guarantees that:

9.1.1. all text, graphics, trademarks, designs, hyperlinks or any other content comprising the Advertisement are owned by the Advertiser or that the Advertiser has permission from the rightful owner thereof to use each of these elements;

9.1.2. he/she/it indemnifies Qroople from any liability arising howsoever from the display and publishing of the Advertisement on the Qroople Website or on the Qroople PDF Document/s; and

9.1.3. any domain names or URL listing for any Advertised Website does not infringe, dilute or otherwise violate third party rights or trademarks.

10. ADVERTISER

The Advertiser records that he/she/it was introduced to Qroople by the Broker identified in the Schedule, who will be entitled to claim commission arising from the conclusion of this Advertising Agreement.

11. CONFIDENTIALITY

11.1. The parties undertake to one another to treat the terms and conditions of this Agreement as confidential information. The parties shall not disclose the terms and conditions of this Agreement to any third party unless this is first agreed in writing by all parties.

11.2. The parties agree that this Agreement is not intended to restrict use or disclosure of any

portion of such information which:

- 11.2.1. is made known to the public through no default by the receiving party of its obligations under this Agreement; or
 - 11.2.2. is rightfully received by the receiving party from a third party having no obligation of confidentiality to the disclosing party; or
 - 11.2.3. is independently developed by the receiving party by persons who did not have access to confidential information of the disclosing party; or
 - 11.2.4. is disclosed by the receiving party after receipt of written permission from the disclosing party.
- 11.3. The provisions of this clause will survive the termination of this Agreement.

12. ASSIGNMENT

This Agreement is personal to the parties and may not be assigned, transferred or ceded in whole or in part by either party without the expressed written consent of the other.

13. NATURE OF RELATIONSHIP OF PARTIES

Nothing in this Agreement is or is intended to create or constitute a partnership or joint venture between the parties and neither party is entitled to bind the other to any undertaking/obligation.

14. BREACH

14.1. Should either Party ("**the Defaulting Party**"):

- 14.1.1. commit any act of insolvency as defined in the Insolvency Act, 1936; or
- 14.1.2. be wound up, whether provisionally or finally and whether compulsorily or voluntarily or be placed under judicial management; or
- 14.1.3. enter into any arrangement or compromise with the general body of its creditors; or
- 14.1.4. be the subject of any resolution passed for its winding up or dissolution; or
- 14.1.5. breach any of the terms and conditions of this Agreement,

then the other Party ("**the Aggrieved Party**") shall be entitled forthwith in the case of clauses 14.1.1 to 14.1.4, both inclusive, and in the case of clause 14.1.5 where the Defaulting Party has failed to remedy such breach within a period of 7 (seven) days after receipt of written notice by the Aggrieved Party requiring it to do so, to claim specific performance or to cancel this Agreement by written notice to that effect given to the Defaulting Party, either of which shall be without prejudice to any other rights which the Aggrieved Party may have at law.

14.2. In addition to the above, either party shall be entitled to terminate the Agreement on 1 (one) month's written notice to the other.

15. NOTICES AND DOMICILIA

15.1. The parties select as their respective *domicilia citandi et executandi* ("**Domicilium**"), and for the purposes of giving or sending any notice provided for or required under this Agreement, the addresses set out in the Schedule, provided that a party may change its

Domicilium or its address for the purposes of notices to any other physical address or email address by written notice to the other party to that effect. Such change of address will be effective 7 (seven) days after receipt of the notice of the change.

15.2. Any notice given and any payment made by a party to any of the others ("**the Addressee**") which:

15.2.1. is delivered by hand during the normal business hours of the Addressee at the Addressee's *Domicilium* for the time being shall be presumed, unless the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;

15.2.2. is posted by prepaid registered post (or its equivalent) to the Addressee at the Addressee's *Domicilium* for the time being shall be presumed, unless the contrary is proved by the Addressee, to have been received by the Addressee on the 5th (fifth) day after the date of posting;

15.2.3. is transmitted by e-mail to the Addressee shall be presumed, unless the contrary is proved by the Addressee, to have been received by the Addressee within 2 (two) hours of transmission.

15.3. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by e-mail. Communications by e-mail shall, unless the contrary is proved by the Addressee, be deemed to have been received by the Addressee 1 (one) hour after the time of transmission.

15.4. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission or electronic mail shall be adequate written notice or communication to such party.

16. ARBITRATION

16.1. Any dispute, question or difference arising at any time between the parties to this Agreement out of or in regard to any matters arising out of, or the rights and duties of any of the parties hereto, or the interpretation of, or the termination of, or any other matter arising out of the termination or, or the rectification of this Agreement shall be submitted to and decided by arbitration by notice given by any party to the other in terms of this clause.

16.2. Such arbitration shall be held in Cape Town and in accordance with the rules of the Arbitration Foundation of South Africa or its successor(s) from time to time.

16.3. There shall be a number of 1 (one) arbitrator being independent and suitably qualified as may be agreed between the parties in writing and, failing such agreement, the arbitrator shall be appointed by the Arbitration Foundation of South Africa or its successor(s).

16.4. The parties irrevocably agree that the decision of the arbitrator shall be final and binding on the parties to the arbitration and shall not be subject to appeal. A decision, which becomes final and binding in terms of this clause 16, may be made an order of court at the instance of any party to the arbitration.

16.5. Nothing herein contained shall be deemed to prevent or prohibit any party from applying to court for a temporary interdict or other relief of an urgent and temporary nature, pending the decision or award of the arbitrators.

16.6. The provisions of this clause 16 are severable from the rest of this Agreement and will remain in effect notwithstanding any termination or cancellation of this Agreement.

17. INTELLECTUAL PROPERTY

- 17.1. Nothing herein confers, or shall confer upon the Advertiser, any right, title or interest in the Intellectual Property and all use of the Intellectual Property by the Advertiser shall be in accordance with the provisions of this Agreement.
- 17.2. The Advertiser will not do any act, nor permit any act or thing to be done or carried out in derogation of any of the rights of Qroople in or to the Intellectual Property.
- 17.3. The Advertiser acknowledges that any goodwill accruing from the use, either before or after the Commencement Date, by the Advertiser of the Intellectual Property will belong to and vest in Qroople and the Advertiser hereby assigns all and any such goodwill to Qroople.

18. GENERAL

- 18.1. The illegality, invalidity or unenforceability of any clause or part of this Agreement shall not affect the legality, validity or enforceability of the remainder. If any such clause or part is found by any competent court or authority to be illegal, invalid or unenforceable the parties agree that they shall substitute terms in a form as similar to the offending terms as is possible without thereby rendering it illegal, invalid or unenforceable.
- 18.2. No delay or omission on the part of either party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy or operate as a waiver of it or as a waiver of any other right, power or remedy.
- 18.3. Any waiver by either party of any breach by the other party of any of its obligations under this Agreement shall not affect the right of the waiving party in the event of any further or additional breach or breaches.
- 18.4. This Agreement may not be varied, unless such variation has been expressly agreed in writing by a duly authorised representative of each of the parties to this Agreement.
- 18.5. This Agreement may be executed in any number of counterparts but shall not be effective until each party has executed at least one counterpart.
- 18.6. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.
- 18.7. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any previous agreement, warranties, representations or statements made between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering this Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.
- 18.8. This Agreement shall be governed by and construed in accordance with South African law and the parties agree to submit to the jurisdiction of the South African Courts.

THUS DONE AND SIGNED AT _____ ON _____ 20 ____.

As witnesses:

1. _____ For and on behalf of:
QROOPLE (PTY) LTD,
duly authorised

2. _____

THUS DONE AND SIGNED AT _____ ON _____ 20 ____.

As witnesses:

1. _____ For and on behalf of:
THE ADVERTISER,
duly authorised

2. _____

THUS DONE AND SIGNED AT _____ ON _____ 20 ____.

As witnesses:

1. _____ For and on behalf of:
THE BROKER,
duly authorised

2. _____

ANNEXURE A

When the purchase price is 200,000 (USD) (or more)	Agreement and Invoice Real Estate Cash Back Grooiple (attach to Real Estate Contract)	Invoice Number 0000-0000-0000-0783 USA
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Real Estate Buyer Gets 1,800 (USD) Cash Back From Grooiple Sponsor

Your Grooiple is a legally binding agreement and invoice combined. This specific Grooiple is activated when signed. Attach your Grooiple as "other provisions" or "addenda" to the real estate contract or give it to your conveyancer, solicitor, attorney or lawyer.

Step 1: The real estate buyer prints and signs this Grooiple.

Step 2: The real estate buyer contacts the Grooiple sponsor (details below).

Step 3: The real estate buyer and the Grooiple sponsor conclude a real estate transaction.



Grooiple Agreement Details
Grooiple™

In the event that the purchase price is 200,000 (USD) or more the real estate buyer will be paid cash back and the Grooiple sponsor agrees to pay said cash back to the real estate buyer.

The real estate buyer will be paid 1,800 (USD) cash back from the Grooiple sponsor and Grooiple (Pty) Ltd (details below) will be paid 200 (USD) from the Grooiple sponsor for real estate marketing services rendered.

The parties hereby agree that the real estate buyer is not paying more for the property than its true market value and that the real estate buyer is not paid cash back from the proceeds of a mortgage loan, bond or lender.

The cash back to the real estate buyer and this Grooiple invoice shall be fully paid by the Grooiple sponsor at closing and same cash back must be accounted for on all official real estate documents and statements.

	Signature(s)
Buyer name(s) (print name and use a black pen)	
	Signature(s)
Seller name(s) (print name and use a black pen)	
	Signature(s)
Real Estate Professional (Agent/Broker) name(s) (leave blank if none)	

The Grooiple Sponsor:

Bob Kelly at eXp Realty
 Bellevue
 WA
 USA

Phone: 3604809154
 Email: bob.kelly@exprealty.com

Grooiple (Pty) Ltd Banking Details:

Bank name: First National Bank
 Branch code: 250000
 Account number: 1234567890123456
 Account name: Grooiple (Pty) Ltd
 Account type: Current
 Beneficiary name: Grooiple (Pty) Ltd
 Recipient name: Grooiple (Pty) Ltd
 Swift code: FIRN3333

Grooiple (Pty) Ltd Address:

1234 Grooiple Drive
 Suite 100
 Seattle, WA 98101
 USA

Phone: (206) 21 974 6140
 Email: info@grooiple.com

Real Estate Grooiple
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www.grooiple.com

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