

BROKER AGREEMENT

entered into between

GROOPLE PROPRIETARY LIMITED

(Registration Number: 2018/294368/07)

("Groople")

and

The Broker, details set out in the Schedule

THE SCHEDULE

Name of Broker:		
Country:		
Registration or Identification Number of Broker:		
Territory: Select Applicable:	National	International
Bank Account Details of Broker:		
Commission:	15% (fifteen percent) of total monthly payments made by Advertiser/s to Qroople as a direct result of an introduction made by the Broker to Qroople.	
Domicilium Address of Qroople:	39 Carl Cronje Drive Tyger Valley, Cape Town 7530 South Africa	
Telephone Number of Qroople:	+27 (0) 21 974 6149	
Facsimile Number of Qroople:	+27 (0) 21 974 6101	
Email Address of Qroople:	support@qroople.com	
Website of Qroople:	https://qroople.com	
Domicilium Address of Broker:		

1. PARTIES

1.1. The parties to this Agreement are:

1.1.1. Qroople Proprietary Limited; and

1.1.2. The Broker.

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 an advertiser introduced by the Broker to Qroople during the duration of this Agreement with whom Qroople successfully enters into an Advertising Agreement;

2.1.2. "**Advertising Agreement**" means an agreement entered into by and between Qroople and an Advertiser/s, in terms of which the Advertiser/s will acquire Advertising Space and the right to have their advertisement displayed and published on a Qroople PDF Document;

2.1.3. "**Advertising Space**" means the Advertising Space sold by Qroople to the Advertiser on the Qroople PDF Document as agreed in terms of the Advertising Agreement;

2.1.4. "**this/the Agreement**" means this Agreement including any schedules hereto;

2.1.5. "**Broker**" means the party indicated in the Schedule;

2.1.6. "**Commission**" means the commission which will be payable to the Broker in respect of an Advertising Agreement/s successfully concluded between Qroople and an Advertiser/s from time to time, which will be calculated at the rate set out in the Schedule and payable in accordance with the terms set out in clause 7 herein;

2.1.7. "**Intellectual Property**" means all rights, title and interest in and to any intellectual property (whether registered or not) arising from Qroople, the Qroople Website and the platform created thereby;

2.1.8. "**Advertising Fee**" means the monthly fee payable by an Advertiser to Qroople for the Advertising Space sold in terms of the Advertising Agreement;

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

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

2.1.12. "**Schedule**" means the schedule to which this Agreement is attached setting out the detailed particulars of this 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 Qroople Website is an online platform that 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. Qroople wishes to appoint the Broker to promote, market and sell Advertising Space and to procure the Advertiser/s on the terms and conditions of this Agreement.
- 3.3. The Broker wishes to accept such appointment.
- 3.4. The parties wish to record their agreement in writing, and therefore agree as follows.

4. APPOINTMENT AS BROKER

Qroople hereby appoints the Broker, on a non-exclusive basis, and in the Territory, to promote, market and sell Advertising Space described herein to procure Advertiser/s and to enter into Advertising Agreement/s with Qroople and the Broker hereby accepts such appointment.

5. COMMENCEMENT AND DURATION

This Agreement shall commence on the Signature Date and shall continue indefinitely until termination in accordance with clause 12 below.

6. THE BROKER'S DUTIES

The Broker undertakes to:

- 6.1. use its best endeavors to promote, market and sell the Advertising Space in respect of the Qroople Website on the Qroople PDF Document/s;

- 6.2. promote and market the Advertising Space with due care and diligence and shall cultivate and maintain good relations with Advertisers/potential Advertisers in the Territory, and shall at all times conduct itself in accordance with sound business principles;
- 6.3. comply with all applicable laws and regulations to sale of Advertising Space in the Territory, and shall notify Qroople of any changes in such laws and regulations;
- 6.4. cultivate and maintain good relations with Advertisers and potential advertisers in the Territory, and shall at all times conduct itself in accordance with sound commercial principles;
- 6.5. on a monthly basis report to Qroople on all activities undertaken by the Broker, which report shall include at least:
 - 6.5.1. number of Advertisers approached, procured and referred to Qroople;
 - 6.5.2. contact details of Advertiser, including name, registration/identification number, email address, contact number/s;
 - 6.5.3. business of Advertiser;
 - 6.5.4. advertising Territory of interest of each Advertiser/s;
 - 6.5.5. any further information reasonably required by Qroople from time to time; and
- 6.6. Inform Qroople of:
 - 6.6.1. any complaint/s received by any Advertiser/s regarding the Qroople Website, Qroople PDF Documents or otherwise;
 - 6.6.2. any matters likely to be relevant to the promotion of Advertising Space on the Qroople Website in general.

7. COMMISSION

- 7.1. The parties hereby agree that the Broker shall be paid the Commission in respect of each Advertising Agreement he/she/it procures which is successfully concluded between the Advertiser and Qroople.
- 7.2. For the avoidance of any doubt, the Broker shall only become entitled to the Commission if and/or when an Advertising Agreement is concluded between Qroople and the Advertiser, arising from an introduction of the Advertiser to Qroople by the Broker, and provided payment is made by the Advertiser to Qroople of the Advertising Fee on a monthly basis in accordance with the terms of the Advertising Agreement.
- 7.3. Qroople shall pay the Commission to the Broker within 30 (thirty) days of receipt by Qroople of payment of the Advertising Fee arising out of the Advertising Agreement electronically into a bank account of the Broker set out in the Schedule.
- 7.4. Should the parties extend or renew an Advertising Agreement and/or should any further Advertising Agreement be concluded between Qroople and that Advertiser beyond the original term, the Broker shall be entitled to the Commission for the conclusion of the extended and/or renewed Advertising Agreement on the same terms as above.

8. QROOPLE'S UNDERTAKINGS

Qroople undertakes to:

- 8.1. act in good faith and use its best endeavours to assist the Broker in the fulfilment of the purpose and spirit of this Agreement, and provide the Broker with information about the Groople Website as may be required to fulfil his/her/its duties in terms hereof; and
- 8.2. use its best endeavours to ensure the timeous and efficient collection of all monies owed to it by Advertisers, and payment of the Commission due to the Broker.

9. CONFIDENTIALITY

- 9.1. The parties undertake to one another to treat the terms and conditions of the signed Agreement as confidential information. The parties shall not disclose the terms and conditions thereof to any third party unless this is first agreed in writing by all parties.
- 9.2. The parties agree that this Agreement is not intended to restrict use or disclosure of any portion of such information which:
 - 9.2.1. is made known to the public through no default by the receiving party of its obligations under this Agreement; or
 - 9.2.2. is rightfully received by the receiving party from a third party having no obligation of confidentiality to the disclosing party; or
 - 9.2.3. is independently developed by the receiving party by persons who did not have access to confidential information of the disclosing party; or
 - 9.2.4. is disclosed by the receiving party after receipt of written permission from the disclosing party.
- 9.3. The provisions of this clause will survive the termination of this Agreement.

10. RELATIONSHIP OF THE PARTIES

- 10.1. Nothing in this Agreement is or is intended to create or constitute a partnership or joint venture between the parties.
- 10.2. The Broker is a Broker for the purposes of procuring Advertising Agreements, and shall accordingly not be able to bind Groople to any agreements or obligations other than specifically authorised in terms hereof.

11. INTELLECTUAL PROPERTY

- 11.1. Nothing herein confers, or shall confer upon the Broker, any right, title or interest in the Intellectual Property and all use of the Intellectual Property by the Broker shall be in accordance with the provisions of this Agreement.
- 11.2. The Broker 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 Groople in or to the Intellectual Property.
- 11.3. The Broker acknowledges that any goodwill accruing from the use, either before or after the Commencement Date, by the Broker of the Intellectual Property will belong to and vest in Groople and the Broker hereby assigns all and any such goodwill to Groople.

12. BREACH

- 12.1. Should either Party ("**the Defaulting Party**"):
 - 12.1.1. commit any act of insolvency as defined in the Insolvency Act, 1936; or

- 12.1.2. be wound up, whether provisionally or finally and whether compulsorily or voluntarily or be placed under judicial management; or
- 12.1.3. enter into any arrangement or compromise with the general body of its creditors; or
- 12.1.4. be the subject of any resolution passed for its winding up or dissolution; or
- 12.1.5. 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 12.1.1 to 12.1.4, both inclusive, and in the case of clause 12.1.5 where the Defaulting Party has failed to remedy such breach within a period of 14 (fourteen) 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.

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

13. 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.

14. NOTICES AND DOMICILIA

- 14.1. 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.
- 14.2. Any notice given and any payment made by a party to any of the others ("**the Addressee**") which:
 - 14.2.1. 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;
 - 14.2.2. 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;
 - 14.2.3. 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.
- 14.3. 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.
- 14.4. 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.

15. ARBITRATION

- 15.1. 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.
- 15.2. 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.
- 15.3. 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).
- 15.4. 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 15, may be made an order of court at the instance of any party to the arbitration.
- 15.5. 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.
- 15.6. The provisions of this clause 15 are severable from the rest of this Agreement and will remain in effect notwithstanding any termination or cancellation of this Agreement.

16. GENERAL

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. This Agreement may be executed in any number of counterparts but shall not be effective until each party has executed at least one counterpart.
- 16.6. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.
- 16.7. 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.

16.8. 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 BROKER,
duly authorised

2. _____

When the purchase price is 200,000 (USD) (or more)	Agreement and Invoice Real Estate Cash Back Groople (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 Groople Sponsor

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

<p>Step 1: The real estate buyer prints and signs this Groople.</p> <p>Step 2: The real estate buyer contacts the Groople sponsor (details below).</p> <p>Step 3: The real estate buyer and the Groople sponsor conclude a real estate transaction.</p>	
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Groople Agreement Details **Groople™**

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

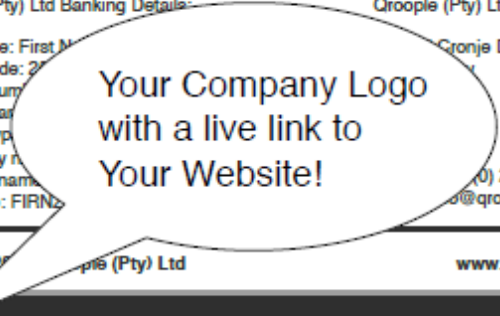
The real estate buyer will be paid 1,800 (USD) cash back from the Groople sponsor and Groople (Pty) Ltd (details below) will be paid 200 (USD) from the Groople sponsor for real estate marketing services rendered.

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

<input type="text"/>	Signature(s)
Buyer name(s) (print name and use a black pen)	
<input type="text"/>	Signature(s)
Seller name(s) (print name and use a black pen)	
<input type="text"/>	Signature(s)
Real Estate Professional (Agent/Broker) name(s) (leave blank if none)	

The Groople Sponsor: Bob Kelly at eXp Realty Bellevue WA USA Phone: 3604809154 Email: bob.kelly@exprealty.com	Groople (Pty) Ltd Banking Details: Bank name: First M... Branch code: 2... Account num... Account na... Account typ... Beneficiary n... Recipient nam... Swift code: FIRN...	Groople (Pty) Ltd Address: ... Gronje Drive ... (0) 21 974 6149 ...@groople.com
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