

CONFIDENTIAL



# **ADVERTISING RENTAL AGREEMENT BETWEEN**

**Tanner Fuentes Plc**

**AND**

**Pugh and Price Co**

Contract Reference Number

**CNT-2025-00001**

## 1. AGREEMENT TERMS

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This **Agreement** (the "Agreement") is made and entered into on **22nd May 2025** between:

**Tanner Fuentes Plc**, a company registered under the laws of Carney and Doyle Trading, with registration number Curry and Guy LLC, having its registered office at Griffin Mccarty Inc, Moody and Christian Inc, Burnett and Foster Trading, Carney and Doyle Trading (hereinafter referred to as "**the Company**")

**AND**

**Pugh and Price Co**, a company registered under the laws of South Africa, having its principal place of business at 82371 Jacobs Bridge, Pietermaritzburg, Northern Cape, South Africa (hereinafter referred to as "**the Client**")

WHEREAS, the Company owns and operates premium advertising spaces and billboards;

AND WHEREAS, the Client wishes to rent such advertising spaces for the purpose of displaying their advertising content;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### 3. FINANCIAL TERMS

#### 3.1 Advertising Space Details

Billboard Code	Location Details	Monthly Rate
BH-MZ-00001 9m x 6m	Alvin Hardin, Katoto Mzuzu, Northern Region, Malawi	MK 450,000.00
Subtotal:		MK 450,000.00
Total Amount:		MK 450,000.00

#### 3.2 Payment Terms

##### 3.2.1 Payment Terms and Conditions

- a. All payments shall be made in Malawian Kwacha (MWK);
- b. Payments are due five (5) business days before the start of each month;
- c. Late payments shall incur interest at 2% per month on the outstanding amount;
- d. Bank charges and transfer fees shall be borne by the Client;
- e. The Company reserves the right to suspend services if payment is overdue by more than 15 days;
- f. Annual rate reviews may apply, with any increases limited to the official inflation rate + 2%.

##### 3.2.2 Banking Details

Bank Name:
Account Name:
Account Number:

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Branch Code:

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Swift Code:

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Reference: CNT-2025-00001

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## 4. MAINTENANCE AND SERVICE LEVEL AGREEMENT

### 4.1 Maintenance Schedule

The Company shall conduct regular maintenance as follows:

- a. Weekly visual inspections of all advertising sites;
- b. Monthly structural integrity assessments;
- c. Annual comprehensive structural and safety audits.

### 4.2 Quality Assurance

4.2.1 The Company shall maintain photographic records of display quality;

4.2.2 Monthly quality reports shall be provided to the Client;

4.2.3 The Client shall be notified of any maintenance that may affect billboard visibility.

## 5. INTELLECTUAL PROPERTY RIGHTS

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### 5.1 Ownership of Rights

5.1.1 The Client retains all Intellectual Property Rights in the Advertising Content;

5.1.2 The Company retains all Intellectual Property Rights in the Advertising Space and related infrastructure;

5.1.3 Neither party shall acquire any rights in the other party's Intellectual Property except as expressly provided in this Agreement.

### 5.2 Client Warranties

The Client warrants and represents that:

- a. it owns or has proper license to use all Intellectual Property Rights in the Advertising Content;
- b. the Advertising Content does not infringe any third party's Intellectual Property Rights;
- c. use of the Advertising Content as contemplated by this Agreement will not violate any applicable laws or regulations;
- d. it shall indemnify the Company against any claims arising from breach of these warranties.

### 5.3 Usage Rights

5.3.1 The Client grants the Company a limited, non-exclusive license to display the Advertising Content during the Contract Period;

5.3.2 The Company may photograph or record the displayed Advertising Content for documentation and portfolio purposes;

5.3.3 The Client may not use any photographs or recordings of the Advertising Space without the Company's prior written consent.

## 6. CONFIDENTIALITY

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### 6.1 Confidential Information

Each party acknowledges that during the Contract Period it may receive Confidential Information from the other party. Each party agrees that:

- a. it shall maintain the confidentiality of all Confidential Information;
- b. it shall use Confidential Information solely for the purposes of this Agreement;
- c. it shall apply security measures no less stringent than it applies to its own confidential information;
- d. it shall restrict access to Confidential Information to those employees who need to know for the purposes of this Agreement.

### 6.2 Exceptions

The obligations of confidentiality shall not apply to information that:

- a. is or becomes publicly known through no fault of the receiving party;
- b. was in the receiving party's possession before receipt from the disclosing party;
- c. is rightfully received from a third party without a duty of confidentiality;
- d. is required to be disclosed by law or governmental authority.

### 6.3 Duration

6.3.1 The obligations of confidentiality shall survive the termination of this Agreement for a period of five (5) years;

6.3.2 Upon termination or expiry of this Agreement, each party shall return or destroy all Confidential Information of the other party;

6.3.3 Any Confidential Information retained for legal requirements shall remain subject to the confidentiality obligations of this Agreement.

# 7. LIABILITY AND INDEMNIFICATION

## 7.1 Insurance Requirements

Insurance Type	Minimum Coverage	Provider Requirements
Public Liability	MK 5,000,000	A+ rated insurer
Professional Indemnity	MK 2,000,000	A+ rated insurer
Property Damage	MK 1,000,000	A+ rated insurer

## 7.2 Limitation of Liability

- 7.2.1 Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages;
- 7.2.2 The Company's total liability under this Agreement shall not exceed the total amount paid by the Client in the preceding 12 months;
- 7.2.3 These limitations shall not apply to:
- a. Death or personal injury caused by negligence;
  - b. Fraud or fraudulent misrepresentation;
  - c. Breach of confidentiality obligations;
  - d. Willful misconduct or gross negligence.

## 7.3 Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party from and against any claims arising from:

- a. Breach of this Agreement by the Indemnifying Party;
- b. Negligence or willful misconduct of the Indemnifying Party;
- c. Violation of applicable laws or regulations;
- d. Infringement of third-party intellectual property rights.



## 8. TERM AND TERMINATION

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### 8.1 Contract Term

8.1.1 This Agreement commences on 23rd May 2025 and continues until 23rd January 2027;

8.1.2 The Agreement may be renewed for additional periods by mutual written agreement;

8.1.3 Renewal negotiations shall commence at least 90 days before the expiry date.

### 8.2 Termination Rights

This Agreement may be terminated:

- a. By either party with 90 days written notice;
- b. Immediately by either party in case of material breach;
- c. By the Company if the Client fails to pay any amount when due;
- d. By either party if the other becomes insolvent or bankrupt.

## 9. FORCE MAJEURE

### 9.1 Force Majeure Events

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to Force Majeure Events, including but not limited to:

- a. Natural disasters (floods, earthquakes, hurricanes);
- b. Acts of war, terrorism, or civil unrest;
- c. Government actions or regulations;
- d. National or regional emergencies;
- e. Power failures or telecommunications breakdowns;
- f. Epidemics or pandemics;
- g. Any other events beyond reasonable control.

### 9.2 Notification and Mitigation

9.2.1 The affected party shall notify the other party within 48 hours of becoming aware of a Force Majeure Event;

9.2.2 The notification shall include:

- a. Nature of the Force Majeure Event;
- b. Expected duration of the impact;
- c. Steps being taken to mitigate the impact;
- d. Regular updates on the situation.

### 9.3 Contract Adjustments

Duration of Event	Contract Adjustment	Financial Impact
7 days	Contract extended by affected period	Pro-rata credit for affected days
7-30 days	Optional contract extension	50% fee reduction during period
> 30 days	Right to terminate without penalty	Full fee waiver for affected period

## 10. GOVERNING LAW AND JURISDICTION

### 10.1 Governing Law

- 10.1.1 This Agreement shall be governed by and construed in accordance with the laws of Carney and Doyle Trading;
- 10.1.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply;
- 10.1.3 The language of this Agreement is English, which shall be the ruling language in any dispute.

### 10.2 Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be resolved as follows:

<b>Step 1:</b> <b>Negotiation</b>	<ul style="list-style-type: none"><li>- Senior executives shall meet within 14 days</li><li>- Good faith negotiations for 30 days</li></ul>
<b>Step 2:</b> <b>Mediation</b>	<ul style="list-style-type: none"><li>- Appointment of mutually agreed mediator</li><li>- Mediation within 45 days of appointment</li><li>- Costs shared equally</li></ul>
<b>Step 3:</b> <b>Arbitration</b>	<ul style="list-style-type: none"><li>- Final and binding arbitration</li><li>- Moody and Christian Inc International Arbitration Centre</li><li>- Single arbitrator</li><li>- English language proceedings</li></ul>

### 10.3 Legal Notices

All notices under this Agreement shall be:

- a. In writing and in English;
- b. Delivered by hand, courier, or registered mail;
- c. Sent to the addresses specified in this Agreement;
- d. Deemed received:
  - Hand delivery: at time of delivery
  - Courier: next business day
  - Registered mail: 5 business days

**IN WITNESS WHEREOF**

The parties hereto have executed this Premium Advertising Agreement as of the date first above written.

For and on behalf of:

**Tanner Fuentes Plc ("the Company")**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Griffin Mccarty Inc  
Moody and Christian Inc, Burnett and Foster Trading  
Carney and Doyle Trading  
T: +265 464 113 802  
E: joxe@mailinator.com  
Reg. No: Curry and Guy LLC  
Tax No: Fitzgerald Woodard Inc

For and on behalf of:

**Pugh and Price Co ("the Client")**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

82371 Jacobs Bridge



Pietermaritzburg, Northern Cape  
South Africa  
T: +265947275180  
E: rerapegim@mailinator.com

**WITNESS 1**

\_\_\_\_\_

Name : \_\_\_\_\_

ID/Passport : \_\_\_\_\_

**WITNESS 2**

\_\_\_\_\_

Name : \_\_\_\_\_

ID/Passport : \_\_\_\_\_