



ADVERTISING RENTAL AGREEMENT
BETWEEN

INDO ZAMBIA BANK LIMITED

AND

FIRSTMARK ADVERTISING
&
MARKETING (ZAMBIA)

Contract Serial No:.....

THE AGREEMENT

THIS AGREEMENT is made on theday of2025 by FirstMark Advertising & Marketing Lusaka in the Republic of Zambia herein after called **"THE LANDLORD"**
AND

INDO Zambia Bank Limited, a Bank incorporated under the companies act No. 10 of 2017 and registered as a commercial Bank under the Banking and Financial services act No. 7 of 2017 of the Laws of Zambia and having its registered office at Stands No.1213/1214, Corner of Great East Road and Addis Ababa Drive, Lusaka in the Lusaka Province of the Republic Zambia aforesaid herein after **“THE TENANT”**

WHEREAS

1. INDO Zambia Bank Limited is interested in renting FirstMark Advertising Sites for advertising.
2. FirstMark is agreeable to the site/s being used as adverting space.
3. INDO Zambia Bank Limited and FirstMark have agreed to enter in to this agreement in order to record and clarify their relationship and to regulate their future relationship on the terms and conditions stated hereinafter.

BILLBOARD RENTAL AGREEMENT

Initial(s) Landlord

Initial(s) Tenant

WHEREBY IT IS AGREED as follows:

Length of Agreement:	Start Date	01 st May 2025	End Date	01 st January 2026
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Terms of Payment:	Payable Monthly
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NUMBER OF BILLBOARD/S

2.1 The total number of **FIVE (5)** Site/s to be utilized during the contract period.

LOCATION AND SIZE OF BILLBOARD/S

Site #	Site Address	Media Type (W x H)	Monthly Rental (Excl.VAT)
FM/LSK	Kapiri Mposhi Bus Station	9m x 6m	8,500-00
FM/LSK	Chisamba Junction	9m x 6m	8,500-00
FM/LSK	Kabwe Railway Junction	9m x 6m	8,500-00
FM/LSK	President Avenue	6m x 6m	8,500-00
FM/LSK	Exit From Ndola Heading To Kitwe	9m x 6m	8,500-00

Rental Amount:	ZMK 42,500-00 (Excluding VAT)
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1. CONTENT OF ADVERTS

1.1 INDO Zambia Bank Limited shall exercise sole discretion as to any and all contents of the advertisement.

2. ALTERING ADVERTS

2.1 INDO Zambia Bank Limited reserves the right to change adverts on the billboards at any time during the period of this agreement without any further charges by FirstMark. All

BILLBOARD RENTAL AGREEMENT

Initial(s) Landlord  Initial(s) Tenant _____



costs related to the changing of the adverts shall be on the tenant's account. Liability of the flex is on Firstmark' account as we provide insurance cover at minimal costs incurred by the client.

3. MAINTENANCE

3.1 Maintenance of the sites is the onus of FirstMark

4. TERMINATION

4.1 Without prejudice to any rights and remedies under this Agreement or by statute, either party may terminate this Agreement by giving six (6) months' notice to the other party.

4.2 Either Party may terminate this agreement in the following instances:

(i) Where either party commits a material breach of the Agreement and fails to remedy it within fourteen (14) working days upon written notice giving full particulars of the breach and requiring it to be remedied.

(ii) Upon either party filing for bankruptcy, having a receiver appointed over it or liquidating its assets, either Party shall have the right to terminate this Agreement immediately upon receipt of written notice.

(iii) Upon failure of either party to perform its obligations hereunder, the other party may terminate this Agreement immediately upon written notice to the other party. Failure of either party to terminate this Agreement for any default shall not prejudice its rights to terminate; or for any other reason giving the other party ninety (90) days written notice.

5. DISPUTES

(a) The parties shall make every effort to resolve amicably by direct informal negotiation any dispute which arises between them arising out of or in connection with the agreement (whether

BILLBOARD RENTAL AGREEMENT

Initial(s) Landlord  Initial(s) Tenant _____



arising from the carrying into effect of any parties' rights or obligations or the interpretation, rectification, validity, invalidity, enforceability, breach, termination or cancellation of this agreement).

(b) If after 30 days from the commencement of such informal negotiation the parties are unable to resolve amicably, a dispute arising under this agreement, either party may refer the dispute for resolution to a single Arbitrator in accordance with the Arbitration Act, No.19 of 2000 of the Laws of Zambia.

(c) Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved through arbitration administered by the Lusaka International Arbitration Centre) in accordance with its rules in force at the time of the arbitration. The seat of arbitration shall be Lusaka, and the language of the arbitration shall be English.

(d) The Parties further irrevocably consent to the service of process in any such action or proceeding as contemplated in the notices clause. However, nothing in this clause shall affect the right to serve process in any other manner permitted by law.

6. NOTICES

(a) All notices and any other communications pursuant to this Agreement shall be written and deemed to have been duly received or made when personally delivered or when sent via registered or certified mail or by other delivery service providing evidence of delivery to the provided addresses of each party.

(b) Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, and for the avoidance of doubt, it shall be competent to give any notice required to be in writing by e-mail using the Email Address provided by either party.

(c) Any Party may by notice to the other Parties change the physical address chosen as its domicilium citandi et executandi to another physical address where postal delivery occurs in Zambia or its postal address or e-mail address, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other Parties.

7. FORCE MAJEURE

Neither party shall be liable to the other for failure to perform obligations during any period as a result of circumstances beyond its reasonable control including but not limited to natural causes, acts of God, fire, floods, strikes, lockouts and riots. This is inclusive of structures and advertising faces.

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Initial(s) Landlord

A handwritten signature in black ink, appearing to be 'J.D.', is written over a horizontal line.

Initial(s) Tenant



Where the Force Majeure event shall continue to subsist for a period of (30) thirty days, the other Party may at any time thereafter terminate this Agreement upon giving not less than Fourteen (14) days' notice in writing but without prejudice to any antecedent rights or liabilities of either Party.

8. INDEMNITY

Nothing contained in this Agreement shall be deemed to relieve the Parties of any duty that may be imposed by Applicable Law.

9. ENTIRE AGREEMENT

This contract expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The heading hereof is descriptive only and not to be construed in interpreting the provisions hereof.

10. SURVIVAL

The termination or expiration of this contract for any reason, shall not release either Party from any liabilities or obligations set forth in the contract which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.



IN WITNESS WHEREOF the parties acknowledge that they have read, understood and agreed to the terms and conditions of this Billboard Contract and hereto have set their respective hands to this Tenancy Contract on the date above written.

SIGNED ON BEHALF OF FIRSTMARK ADVERTISING & MARKETING "THE LANDLORD"

NAME: Intsar Aboobaker

SIGNATURE: [Signature]

DESIGNATION: Managing Director

WITNESS: Ahmed

SIGNATURE: [Signature]

BILLBOARD RENTAL AGREEMENT

Initial(s) Landlord [Signature] Initial(s) Tenant _____

FIRSTMARK ADVERTISING & MARKETING (ZAMBIA) AGREEMENT



DATE: 12/05/2025

The terms and conditions of this Tenancy Contract have been approved by the Tenant

SIGNED ON BEHALF OF INDO ZAMBIA BANK "THE TENANT"

NAME:

SIGNATURE:

DESIGNATION:

WITNESS NAME:

SIGNATURE:

DATE:

Company Details

Company Name: FirstMark Advertising & Marketing

Company Registration:

Vat Registration:

Telephone: +260 760 690 357 / +265 995 013 786

Electronic Address: sales@firstmarkmw.com

Management:

Faraaz Aboobaker

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Initial(s) Landlord Initial(s) Tenant

FIRSTMARK ADVERTISING & MARKETING (ZAMBIA) AGREEMENT



Tel: +265 (0) 999 311 228 / 211 211 228

md@lakesidehotelmw.com

Sales and Marketing:

Ahmed Raza Aboobaker

Tel: +265 (0) 995 013 786 / 211 888 899

md@firstmarkmw.com

--Welcome On-board--

Arguably the best outdoor advertising company!!

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