

FULL PARTICULARS

ADVERTISING SERVICE LEVEL AGREEMENT

Full Name and Surname: _____

Identity Number: _____

Contact Details: (cell) _____

(Alternative) _____

EMAIL Address: _____

Postal Address: _____

Financier: _____

Branch Code: _____

Account Number: _____

Year Model: _____

Make: _____

Full Model Description: _____

Chassis Number/Vin Number: _____

Engine Number: _____

Colour: _____

Principal Debt: _____

1st Payment Date: _____

Term: _____

Advertised Special: _____

Invoice Number: _____

Advertising Number: _____

Advertising Campaign: _____

Delivery Date: _____

PLEASE NOTE THAT THE FOLLOWING IMPORTANT INFORMATION MUST BE CORRECT ON THE ADVERTISING PORTAL:

1. All your personal details
2. Your complete banking details
3. Your car insurance

SYSTEM ACKNOWLEDGMENT

All your advertising related matters must be directed from your original e-mail address as per your advertising contract. Failure to comply will result in the system not recognizing you which will lead to non-payment.

WHERE DO I DIRECT MY ENQUIRIES TO?

All advertising enquiries must be directed through the Help Desk on our website *www.bluelakessa.com* so that your request can be dealt with in 24 working hours.

WHAT HAPPENS IF I LOSE MY LOGIN DETAILS?

If you misplace your username or password you will be charged R570-00 retrieval fee.

ADVERTISING HOTLINE: 0861 JBBRAND / 0861 527263

E-MAIL REQUIREMENTS:

Visit our website and direct your enquiries to our “Help Desk”.

PERSONALIZED INSTRUCTIONS:

If any personalized instructions are supplied a service fee of R750-00 is payable.

PLEASE VISIT *www.bluelakessa.com/channel* FOR SELF-HELP INSTRUCTIONS

I, the Advertising Service Provider, understand that this agreement is binding and that the terms and conditions have been explained to me. Furthermore I agree that:

YES NO The advertising agreement has been explained to me at the introduction of the deal. The advertising agreement has been explained to me at the delivery of my vehicle.

YES NO The advertising agreement has been explained to me on the signing of this agreement. I fully understand that this agreement does not form part of the Finance Agreement of my vehicle.

YES NO I understand that I need to comply with the terms and conditions of this agreement fully in order to be paid.

I understand that the company can change the advertising material on my vehicle at any stage.

I hereby declare that the advertising contract has been explained to me in full and I fully understand all the terms and conditions in the contract.

Signature_____

Date_____

ADVERTISING AGREEMENT

ENTERED INTO BETWEEN

BLUE LAKES Trading & Promotions Ltd.
20 F Central Tower / 28 Queen’s Rd / Central / Hong Kong

Herein after referred to as “The Company”

And

.....

ID:..... Herein after referred to as

the “Advertising Service Provider”

1. AGREEMENT

- 1.1 It is hereby recorded that the parties enter into this agreement due to the fact that the Company intends placing advertising material on the vehicle purchased by the Advertising Service Provider, and that the Advertising Service Provider has the intention of placing and maintaining such advertising material on their/the vehicle for the period and the terms and conditions as set out in this agreement.
- 1.2 This agreement does in no matter or way form part of any agreement regulated or envisaged by the National Credit Act No 34 of 2005.
- 1.3 This agreement supersedes and replaces all previous agreements between the parties pertaining to advertising.

2. DEFINITIONS

- 2.1 **“the/this agreement”** means the agreement as set out herein read together with any other attached document which is signed by both parties to the agreement.
- 2.2 **“Advertising Service Provider”** means the Advertising Service Provider named on this agreement. This can include any natural or juristic person as defined and accepted within in the Republic of South Africa.
- 2.3 **“vehicle” means** a vehicle purchased from an associate company and fully identified in this agreement as per the full particulars completed.
- 2.4 **“advertising”** means advertising on the vehicle by means of placing an advertisement of a product on the rear windscreen of the vehicle and any other surface/part of the vehicle as determined by the company.
- 2.5 **“Company” means** *Blue Lakes Trading & Promotions Ltd* or any other company nominated by *Blue Lakes Trading & Promotions Ltd* or any other entity whereby the rights and obligations of this agreement have been ceded to that other entity.
- 2.6 An expression which denotes-
 - 2.6.1 Any gender includes other genders
 - 2.6.2 The singular includes the plural and vice versa
- 2.7 The headings used in this agreement have been inserted purely for the purposes of convenience and do not form part of this agreement for purposes of interpretation.
- 2.8 **“initial”** means the first finance agreement entered into between the Advertising Service Provider and a financier which bears reference to the vehicle identified in this agreement.

3. BREACH

- 3.1 The parties to this Agreement agree that a breach of this Agreement can be committed by any person who is associated to the Advertising Service Provider as well as the Advertising Service Provider themselves.
- 3.2 In the event that the Advertising Service Provider breaches the Terms and Conditions of this Agreement the Company will notify the Advertising Service Provider by registered mail, Sheriff or courier of such a breach as well an instruction to remedy such breach within a period of seven (7) days from date of receipt of such notice unless this Agreement states otherwise.
- 3.3 In the event that the Advertising Service Provider fails to rectify the breach within the prescribed time period, after having been placed on terms by the Company, the Company may act directly against the Advertising Service Provider. Should the Advertising Service Provider cause a breach as defined in this Agreement, the costs incurred in such action shall be for the account of the Advertising Service Provider, except in circumstances where a Court Order to the contrary has been issued.
- 3.4 It is expressly agreed between the parties that it will be deemed that the Advertising Service Provider has breached the Terms and Conditions of this Agreement in the event that the Advertising Service Provider fails for any three (3) individual months during the term of this Agreement to comply with its obligations in terms of the conditions and obligations of the Advertising Service Provider, ie. the submission of photographs timeously *et al.*
- 3.5 The parties agree that this Agreement would be deemed to have been breached in the event that the Advertising Service Provider acts in a *contra bonis mores* manner during the duration of this Agreement.
- 3.6 The parties agree that it would be deemed that the Advertising Service Provider would breach this Agreement in the event that it places any other branding, defamatory marks against any of the Company's associated companies and/or suppliers on the relevant vehicle, defaces or damages the branding placed on the vehicle then the Company will have the direct recourse of claiming damages from the relevant Advertising Service Provider.

4. DURATION

- 4.1 The duration of this agreement is for the initial finance period into which the Advertising Service Provider has entered into with a recognized financial institution. This agreement will terminate in the event that the vehicle is refinanced, settled or a new finance agreement is entered into.
- 4.2 The duration of this agreement will never exceed the duration of the initial finance agreement.

5. TERMINATION

- 5.1 The agreement will further terminate in the event of-
 - 5.1.1 death of the Advertising Service Provider in the event that the Advertising

Service Provider is a natural person;

5.1.2 winding up /liquidation /sequestration or any form of debt review of the Advertising Service Provider in the event that the client is a juristic entity.

5.1.3 the vehicle is written off/damaged beyond repair/ damaged in such a manner of degree as determined by the Company in which the vehicle would bring the Company's name into disrepute if seen public;

5.1.4 the vehicle is not roadworthy;

5.1.5 the vehicle is uninsured;

5.1.6 a material breach of the terms and conditions of this agreement.

5.2 The Company has the right to terminate this agreement with immediate effect at any stage should the Advertising Service Provider fail to comply with any of the provisions and/or requirements of this agreement during the course of the agreement period.

5.3 The Advertising Service Provider can terminate the advertising agreement at any stage by giving 24 hours written notice to the Company. The Advertising Service Provider however understands that by giving written notice, the client will have no recourse against the Company and that termination of this agreement will be at their own peril.

6. OBLIGATIONS

COMPANY OBLIGATIONS

6.1 The Company undertakes to manage and to facilitate the advertising agreement.

6.2 Further the Company undertakes to ensure that the advertisement placed on the Advertising Service Provider's vehicle does not violate any legal requirements or guide lines as set out in the Films and Publications Act 107 of 1997 and the National Road Traffic Act 93 of 1996 or any other law of the Republic of South Africa. It is important for the Advertising Service Provider to understand that this obligation is only towards the advertisement placed on the vehicle and does not extend to the vehicle, driver's responsibilities and/or owner's responsibilities of the vehicle.

ADVERTISING SERVICE PROVIDER OBLIGATIONS

6.3 The Advertising Service Provider agrees that he/she will ensure that the driver of the vehicle with the advertising material is at all times abiding all the traffic laws and regulations of the Republic of South Africa.

6.4 The Advertising Service Provider further agrees that the vehicle with the advertising material will be serviced as required and will be done so by a

reputable Company and will be road worthy at all times as per the National Road Traffic Act 93 of 1996 and/ or any other law of the Republic of South Africa.

- 6.5 The Advertising Service Provider agrees that he/she will be responsible for any traffic violation or fines due to a breach of traffic laws whether by virtue of a fault by the Advertising Service Provider or not.
- 6.6 The Advertising Service Provider also agrees that he/she will be responsible for any liability related to his/her vehicle with the advertiser's advertisement on.
- 6.7 The Advertising Service Provider further agrees to ensure that the vehicle is inspected by a pre-approved inspection agency once a month on a pre-arranged time or as any time as requested by either the advertiser or the management agency.
- 6.8 The Advertising Service Provider agrees to ensure that the driver of the vehicle with the advertising material conforms to driver's responsibilities attached to the aforesaid agreement.
- 6.9 The Advertising Service Provider agrees that the vehicle will not have any other advertisement on it unless written permission is given by the advertising company.
- 6.10 The parties to this agreement agree that the management agent
- 6.11 The Advertising Service Provider agrees that it will allow the advertising of liquor products and/or any other associated products as well as any gambling and or license gambling associated products and/or product.

7. PAYMENT

- 7.1 The Advertising Service Provider will not be entitled to cede, make over or transfer any of its rights in terms of this agreement without making a written application to the other party and without subsequent written approval of the Company.
- 7.2 Further the Advertising Service Provider understands that payments will only be made to the Advertising Service Provider or the person who has entered into the agreement in this advertising agreement. No payments will be effected into any other bank account except for the person who has entered into this agreement. The Advertising Service Provider undertakes that this clause will be enforced.
- 7.3 Payment will be effected by any means deemed fit by the company.

8. CLAIMING OF PAYMENT BY THE ADVERTISING SERVICE PROVIDER

8.1 The Advertising Service Provider will electronically upload a digital photo of each of the following:-

- i) front of the vehicle;
- ii) a separate photo of each of the sides of the vehicle;
- iii) the speedometer/odometer reading; and
- iv) the rear of the vehicle.

This totals 5 separate photographs. These photographs of the vehicle must be uploaded at www.bluelakessa.com not earlier than the 1st of each and every month during the contract period and not later than the 7th day of each and every month during the contract period. The digital date must appear on each and every digital photograph provided to the website. This date must be accurate and correct. The Company has the right during the course of this agreement to change the form and manner in which the abovementioned digital photos are transmitted to the Company.

8.2 These digital photos must reflect the date and display the advertising material clearly. The digital camera used, must be set in such a format to indicate the date and time of the photo taken electronically on such photo. Any photo where the date and time is included in any other manner will not be accepted, and will result in non-payment and/or cancellation of this agreement. This date must not be earlier than the 1st day of the month or later than the 7th day of each month.

8.3 Accident damage, bad driving report of any nature, removal of advertising material, brand misrepresentation or late sending of the photos will result in NO advertising payment and the advertising agreement will be cancelled immediately without prior notice.

8.4 The message uploaded to the website must also reflect the Advertising Service Provider's full banking details. The Advertising Service Provider is fully responsible for wrong payments done due to incorrect banking details.

8.5 Only electronic messages that comply with the conditions as set out in clause 5 of this agreement will result in payment. Late submissions will not be processed for payment.

8.6 The advertising material conditions are not open for negotiations. If such conditions are not acceptable for the Advertising Service Provider, the Advertising Service Provider can proceed with the purchase of the vehicle.

9. ACCIDENTS

It is agreed between the Advertising Service Provider and the Company that in the event that a Advertising Service Provider's vehicle has been involved in an accident and/or the vehicle has been damaged and the

Advertising Service Provider cannot comply with the contents of this agreement payment shall be suspended for the period that the vehicle is being fixed, repaired or is out of service.

In the event that the vehicle is repaired but to the extent that the vehicle is not roadworthy or is determined that the repairs are of poor quality and as a result thereof the vehicle does not comply with the standards of the company this agreement will terminate.

10. RETRIEVAL FEE

The Advertising Service Provider understands that due to the nature of the Company's business that in the event that the Advertising Service Provider loses its user name or particulars a retrieval fee of R570-00 including VAT will be charged in order for a new user name to be retrieved.

11. INSURANCE

11.1 The Advertising Service Provider must ensure that the vehicle on which the Advertising Material has been placed is insured at all times. The Advertising Service Provider must further ensure that the insured vehicle's insurance payments are up to date and that the vehicle is legally insured at all times.

11.2 In the event that the vehicle is not insured, it will lead to the cancellation of this agreement.

11.3 It is the Advertising Service Provider's responsibility to ensure that the insurance is loaded correctly on the system. Any misrepresentation of these details will lead to the termination of this agreement and non-payment by the Company.

11.4 The Advertising Service Provider understands that various brands will be placed on the Advertising Service Provider's vehicle as a means to advertise. The Advertising Service Provider will at all times ensure that these brands are protected, that the brand names are not brought into disrepute by any form of vandalism, gravity as well as negligent or poor driving. Any breach of this agreement will lead to immediate cancellation of this agreement.

11.5 The Advertising Service Provider should further take pride that a brand has been placed on the Advertising Service Provider's vehicle and should also attempt to ensure that the Advertising Service Provider's vehicle is clean at all times.

12. MONTHLY KILOMETER REQUIREMENTS

Advertising payments for advertising will be done as follows:

- 12.1 If the Advertising Service Provider travels between 500 and 1000 kilometers a month, 75% of the advertising payment will be done.
- 12.2 If the Advertising Service Provider travels between 1000 and 1500 kilometers a month, 85% of the advertising payment will be done.
- 12.3 If the Advertising Service Provider travels between 1500 and 2000 kilometers a month, 95% of the advertising payment will be done.
- 12.4 If the Advertising Service Provider travels 2000 kilometers and more a month, 100% of the advertising payment will be done.
- 12.5 Regulating of the kilometers and correctness thereof is the sole duty of the Advertising Service Provider. If the Advertising Service Provider gives incorrect kilometer readings to the Company which results in wrong payments, the Company will not be liable for any losses.
- 12.6 Fraudulent kilometer readings will result in no payments and the contract will be cancelled with immediate effect.

13. SOUTH AFRICAN REVENUE SERVICE

- 13.1 This agreement does not constitute an employment contract as envisaged by the Labour Relations Act 66 of 1995 or any other act regulating employment.
- 13.2 The Advertising Service Provider will be notified in writing by the company annually of the amount paid to him/her, with the obligation resting solely on the recipient to disclose, declare and account for the amount received in terms of this agreement to the South African Receiver of Revenue.
- 13.3 The Company is not obliged in any form or manner on the basis that no employee/employer relationship exists in terms of this agreement to notify the South African Receiver of Revenue Service of the amount paid during this tax year.
- 13.4 The Company accepts no liability stemming from the disclosure to the Advertising Service Provider.

14. SERVICES OF NOTICES

- 14.1 Any notice given by one party to another in terms of this agreement shall be given by prepaid registered post or delivered by hand to address stated in the domicilium clause herein after or at any other address within the Republic of South Africa of which the parties may inform each other from time to time in writing.
- 14.2 Any notice dispatched by prepaid registered post shall be deemed to have been received and given at the time when in the ordinary course of

transmission it should have been delivered at the address to which it was sent.

15. DOMICILIUM

15.1 The Company chooses its domicilium citandi et executandi at the following address:

15.2 The Advertising Service Provider agrees that it chooses its domicilium citandi et executandi at the following address:

16. COSTS

16.1 Each party is liable for its own legal costs which may be incurred by the other party in order to enforce its rights in terms of this agreement according to attorney and own client scale which will be levied from time to time by the aggrieved party and legal representatives to it.

16.2 Any parties to this dispute shall be entitled to demand through issuing written notice to the other party containing full particulars of the dispute that the matter in dispute be referred for Arbitration.

17. ASSIGNMENT

17.1 The Advertising Service Provider shall not sell, cede, transfer, delegate and or encumber any of its rights or obligations in terms of this agreement to any other party without the express written permission from the company.

17.2 The company has the right and is entitled to, at any stage or time during the duration of this agreement, transfer cede, sell, encumber or delegate any of its rights and obligations to a third party without the Advertising Service Provider's consent and if for any reason that it may be required that the clients consent is required it shall be deemed that the client has hereby consented thereto in terms of the agreement.

18. SEVERABILITY

18.1 In the event that it may occur that any of the terms and conditions are deemed to be unenforceable, these terms and conditions will be deemed to

be severable from the remainder of the agreement of which the remaining terms being binding and enforceable.

19. LIABILITY

- 19.1 The Company shall not be liable for any loss, damage or injury to the client or third party no matter how or when which may arise out of this agreement by means of the Company placing Advertising Material on the Advertising Service Provider's vehicle.
- 19.2 The Advertising Service Provider indemnifies the Company against any loss or damage that may arise out of the advertising material which has been placed on the Advertising Service Provider's vehicle whether the negligence is as a result of the Company's negligence or not.
- 19.3 The Advertising Service Provider acknowledges that the Company may inform third parties of any breach that has been committed by the client; further the Advertising Service Provider indemnifies the company of any liability that may arise out of the exercising of this right to inform third parties of such a breach by the Advertising Service Provider.

20. WHOLE AGREEMENT

This agreement constitutes the whole agreement and any additions to this agreement shall be placed in writing and signed by both parties.

21. CONSENT TO JURISDICTION

The parties hereby agree only to the jurisdictions of the Magistrate's court of Pretoria and not any other legal entity irrespective of the fact that the amount of the claim may exceed the jurisdiction of the aforementioned court or by agreement between the parties, the High court of South Africa. The parties agree that this clause is severable and shall apply even in the event that this agreement is cancelled.

22. CORRESPONDENCE

22.1 ENQUIRIES

All enquiries must be directed to the Help Desk on our website www.bluelakessa.com and your query/ies will be dealt with within 24 hours.

22.2 REGISTRATION

All registration documents must be loaded onto www.bluelakessa.com. Click on License Refund for licensing payment to be affected.

DONE and SIGNED at _____ on _____

AS WITNESSES:

1.....

2.....

.....
COMPANY

DONE and SIGNED at _____ on _____

AS WITNESSES:

1.....

2.....

.....
ADVERTISING SERVICE PROVIDER