

ADVERTISING SERVICE CONTRACT

No: /ABC

This Advertising Service Contract (Hereinafter called the “Contract”) is signed between:

ABC ADVERTISING

Represented by : Position: Director

Tel : Fax:

Address:

Tax code :

Account no. :

(Hereinafter called “ABC”)

And

XYZ LIMITED COMPANY

Represented by : Position: **General Director**

Tel : Fax:

Address:

Tax code:

(Hereinafter called “XYZ”)

ABC and XYZ are to be referred to as “The Party” separately and “The Parties” commonly upon contexts hereunder.

The Parties discuss and agree to sign the Contract with terms and conditions as follows:

ARTICLE 1: OBJECTIVE OF CONTRACT

1.1 XYZ allows ABC, and ABC agree to supply below services

- a) Obtain all Governmental permissions, approvals necessary for advertising, manufacturing, processing and installation of Billboard at Billboard Placement Position indicated in Article 1.2 hereunder.
- b) Design, construct, install the Billboard (including Billboard Placement Position) in accordance with provisions of the Contract and related laws;
- c) Guarantee, maintain periodically, repair, fix problems occurring to the Billboard during Contract Duration; and



- d) Other works arising under or related to this Contract.

1.2 Billboard Placement Position and description of Billboard as follows:

Code	Description	Billboard Placement Position
HCM-132	<ul style="list-style-type: none"> - Dimension: 7.2m(H) x 13.75m(W) x 1 side - Quantity: 01 (one) board - Billboard format: Wall tiles - Material: mica with emerging tiled lion face and "XYZ" with white LED inside, red background with LED effect, "Life Insurance" with white LED - Lighting system: operating 4 hours per day (from 6pm to 10pm) 	

ARTICLE 2: ADVERTISING DURATION

The Advertising Duration is 03 (three) years from the date of Acceptance in accordance with provisions of Article 7 under this Contract.

ARTICLE 3: CONTRACT PRICE AND PAYMENT

3.1 Contract Price

No.	Position	1st year Service fee (VND)	2nd year Service fee (VND)	3rd year Service fee (VND)	Contract Price (VND)
1					



(VAT) 10%				
TOTAL VALUE				

The Contract Price:VND (*in words:*). The above mentioned Service fee shall not change during the Contract Duration unless otherwise agreements between the Parties.

The Contract Price includes: VAT; other arising taxes; cost of using Billboard Placement Position; costs of printing, production, construction of the Billboard with high quality one time per year; fees and expenses for obtaining and maintaining validated Advertising certificates during the Contract Duration; lighting system, electric bill; as well as costs of repair, maintenance, guarantee of the Billboard at the Billboard Placement Position; other fees and expenses related to performance of the Contract.

3.2 Payment: The payment is to be made by XYZ to ABC into 07 (seven) installments as follows:

In the first year of Advertising, payment includes

- **1st Installment:** 50% of 1st year Service fee with an amount equal to VND (*In words:*) within 10 (ten) working days from the Contract date and XYZ receives valid commercial invoice for the amount.
- **2nd Installment:** 50% of 1st year Service fee with an amount equal to VND (*In words:*) within 10 (ten) days from the Acceptance date and XYZ receives valid commercial invoice for the amount together with Advertising Permits;
- **3rd Installment:** 50% of 2nd year Service fee with an amount equal to VND (*In words:*.....) within early 180 (one hundred and eighty) working days of the first year of advertising providing that: i) XYZ receives valid commercial invoice for the amount and ii) the Acceptance minutes of first maintenance is signed by the Parties (ABC completes maintenance in the first maintenance period);

In the second year of Advertising, payment includes:

- **4th Installment:** 50% of 2nd year Service fee with an amount equal to VND (*In words:*) within early 30 (thirty) working days of the second year of advertising, providing that: i) XYZ receives valid commercial invoice for the amount and ii) the Acceptance minutes of second maintenance is signed by the Parties (ABC completes maintenance in the second maintenance period);
- **5th Installment:** 50% of third year Service fee with an amount equal to VND (*In words:*.....) within early 180 (one hundred and eighty) working days of the second year of advertising, providing that: i) XYZ receives valid commercial invoice for the amount and ii) the Acceptance minutes of third maintenance is signed by the Parties (ABC completes maintenance in the third maintenance period)

In the third year of Advertising, payment includes:

- **6th Installment:** 40% of 3rd year Service fee with an amount equal to VND
(In words:) within early 30 (thirty) working days of the third year of advertising, providing that: i) XYZ receives valid commercial invoice for the amount and ii) the Acceptance minutes of fourth maintenance is signed by the Parties (ABC completes maintenance in the fourth maintenance period); and
- **7th Installment:** 10% of 3rd year Service fee with an amount equal to VND
(In words:) within 30 (thirty) working days from ending date of the third year of advertising, providing that: i) XYZ receives valid commercial invoice for the amount and ii) the Acceptance minutes of fifth maintenance is signed by the Parties (ABC completes maintenance in the fifth maintenance period).

3.3 Payment method: by bank transfer to bank account of ABC as mentioned in the Article 1 hereunder.

ARTICLE 4: COMMITMENTS OF ABC

The Parties agree and confirm that XYZ signs this Contract based on following commitments:

- 4.1 ABC has the right to lease, use a valid position to place XYZ Billboard continuously during the Contract Duration.
- 4.2 Billboard Placement Position and placement of the Billboard at this position shall not infringe upon legal rights of any third parties during the Contract Duration.
- 4.3 ABC ensures that the Billboard shall always be certified (continuously) to be placed at Billboard Placement Position. ABC shall obtain permissions and maintain the validity of all certificates & licenses related to the placement of XYZ Billboard during the Contract Duration to ensure that the Billboard and placement of Billboard at Billboard Placement Position are valid and legal.
- 4.4 XYZ is the sole (exclusive) Party entitled to advertise at the Billboard Placement Position and, therefore, the Billboard Placement Position is not leased, used for any other advertising purposes or for any images, logos, tables of any third parties or any other information in any forms during the Contract Duration.

However, ABC is entitled to place only one (1) additional billboard on the same side as the Billboard Placement Position of the building. This billboard is placed above the Billboard Placement Position at a minimum distance of 10m and ABC commits content on the additional billboard is not in same business lines with and does not compete with XYZ. In addition, ABC ensures that the owner of the Havana Building is only allowed to place the logo, company name of the building owner or logo, name of a customer non-competing with XYZ on the roof of the Havana Building.

ARTICLE 5: QUALITY AND REQUIREMENTS ON TECHNIQUE, ARTS

- 5.1 ABC ensures supply of 100% new materials and equipment in terms of quality, type, origin, specification, according to the requirements approved by XYZ
- 5.2. ABC ensures the production, construction and placement of Billboard in accordance with the regulations, standards and models approved by XYZ under this Contract; and commit to takes all responsibilities related to the production, construction, placement, repair, warranty, maintenance of the Billboard.
- 5.3. ABC ensures durability, accuracy and aesthetics according to manufacturer's standard, and qualification of equipment supplied and installed in accordance with those standards.
- 5.4 ABC ensures that the Billboard complies with the provisions of laws on technical standards and regulations.

ARTICLE 6: OBLIGATIONS AND DUTIES OF THE PARTIES

6.1. Obligations of ABC:

- a) ABC commits to perform works in accordance with provisions under this Contract;
- b) ABC shall contact the Government departments to perform all legal procedures as well as to obtain all necessary permits/ certifications (hereinafter referred to as the "**Advertising Permits**") for construction, placement of Billboard at Billboard Placement Position within 30 (thirty) days from the date of receipt of full documentation from XYZ required for the application of Advertising Permits specified in Article 6.2 b) hereunder; and transfer of the copies of the Advertising Permits and related documents to XYZ as soon as received from the competent Government authorities. In case that ABC does not provide the required Advertising Permits or provide wrong Advertising Permits, XYZ reserves the right to cancel the Contract. Then, the rights and obligations of the Parties shall be settled in accordance with the provisions of Article 7.1.
- c) ABC ensures that all materials related to this Contract include, but not limited to, the Advertising Permits and other relevant documents that are in continuous validity during the Contract Duration;
- d) ABC shall send to XYZ the template printout within 07 (*seven*) days from the date of receipt of the advertisement design from XYZ for XYZ inspection and approval. ABC will complete the production of the Billboard according to the size and quality described in Article 1 and the sample printout approved by XYZ and complete the installation of the Banner within 45 (*forty five*) working days from the day XYZ signed the Approval minutes of template printout;
- e) To take responsibilities for management and implementation of works under the Contract; ensure and take responsibilities for occupational safety and fire and explosion prevention; ensure electricity safety and environmental hygiene during performance of the Contract;

- f) To assign technical supervisors to solve problems, requirements of XYZ within the scope of responsibilities of ABC;
- g) All arising issues outside of the Contract shall be notified by ABC and approved in writing forms by XYZ prior to execution;
- h) ABC ensures that the lights of Billboard are opened continuously from 6pm to 10pm (*seven days a week*). If any of the lights in the Billboard are inactive, ABC shall repair or replace within 48 (forty eight) working hours from the occurrence of simple malfunction; for complicated malfunction, a written notice of the repair time shall be sent by ABC to XYZ. The repair time is limited to 2 (two) weeks (whether the notice is received or not). ABC must compensate for the time needed for repair of complex malfunction which is not Force Majeure events by extend the placement time of the Billboard under this Contract to a period equal to the time of repair.
- i) To execute warranty, maintenance, periodic maintenance, repair and correction of problems occurred to the Billboards as provision of the Contract. To provide a Maintenance Check and Acceptance Minutes every 6 months (total of 5 times).
- j) To ensure that the contents of the Billboards can be clearly seen from the Quach Thi Trang Roundabout area during the Contract Duration; To ensure that ABC is not allowed themselves to, or allow any other parties to place objects or do anything that caused Billboard to be obscured or restricted obtaining visibility from the directions and the minimum distance mentioned in this Article, the Billboards is to be placed at the correct position.
- k) During the Contract Duration, ABC shall not move, change the form, content or size of the Billboard unless XYZ requests or agrees in writing forms. In the case that XYZ requires a change of maquette or new design before the warranty period when the current maquette is in good condition, the arising costs for permission obtainment, production and installation will be based on the agreement between the Parties at the time the demand arises.
- l) To be solely responsible for all damages and losses of the Billboard, and any damages caused by the Billboard to XYZ, any third party (except for damages caused by XYZ). ABC assures XYZ against any liabilities, penalties, claims or costs incurred by XYZ for damages caused by the Billboard or behaviors of ABC, ABC representatives and staffs or representatives and staffs of any ABC contractors or service suppliers involved in the construction, installation, operation and maintenance of Billboard during the Contract Duration;
- m) At his own expenses, purchase construction/ installation insurance during the installation of the Billboard, purchase and maintain material insurance validity for the Billboard, third party liability insurance during the Contract Duration. If required by XYZ, ABC must provide XYZ with copies of these insurance contracts.

- n) During the Contract Duration, ABC commits and guarantees that XYZ is exclusively authorized to advertise at the Billboard Placement Position and is not a subject to any competition under Clause 4.4. In case of violation, ABC shall immediately remove all related equipment, articles, billboards / banners within 2 (two) days of receiving the request from XYZ.
- o) If a competent Government department requests to change any contents of the advertisement design implemented by XYZ, ABC shall promptly notify XYZ thereof and execute the amendment only afterwards approval from XYZ.
- p) ABC ensures the legality of the placement of the Billboard at the Billboard Placement Position, the legality of the Billboard, and the continuous validity of the licenses/ permits associated with Billboard placement. As a result, any damages or losses incurred by XYZ including, but not limited to, penalties for placing the Billboard at the Billboard Placement Position which are considered as violations of laws or government regulation. The cost of dismantling, restoration, and other costs of correcting violations will be fully compensated by ABC to XYZ within 10 (ten) working days from the requested date of XYZ.
- q) Ensure that the Billboard will not be removed or moved from the Billboard Placement Position during the Contract Duration
- r) If a competent government department requests to change the position of the Billboard, ABC shall immediately inform to XYZ in writing. Billboard shall be moved to a new position agreed by the Parties, this new position shall be permitted by the competent government department. The new Billboard Placement Position shall be no less commercially favorable than the current Billboard Placement Position according to XYZ's appraisal and judgment. All expenses related to moving and placing the Billboard at the new position shall be borne by ABC. In case that the Parties do not agree on the new Billboard Placement Position or a new Billboard Placement Position is not available, XYZ has the right to terminate the Contract, in that case, Clause 11.3 and Clause 11.4 of the Contract shall be applied.
- s) When the Contract expires or terminated, if required by XYZ, ABC shall proceed to dismantle and destroy the Billboard at his own expenses under XYZ's instruction and XYZ does not have to pay any additional costs to ABC other than the payments provided in this Contract.
- t) ABC announce, assures and commits to XYZ that:
Regardless of any terms of the Contract, ABC shall not, either voluntarily or by pressure/suggestion/ request from any person, discount and / or bribe, give a special treatment to any XYZ staff or his or her family member. In addition, ABC shall not, either voluntarily or by pressure / suggestion / request from any person, offer any gift or invitation to participate in any form of entertainment to any staff of XYZ or his or her family member, if the gift or form of entertainment is based on an attempt to influent the recipient's assessment. Furthermore, ABC shall ensure that no staff of XYZ has a share or interest in or employment with ABC that has not been notified to XYZ. Any violation of the undertakings

under this article shall be deemed a serious breach of the Contract, from which XYZ shall have the right to immediately terminate the Contract and any amendment, addition to the Contract and has the right to claim any losses and damages resulting from such termination.

6.2 Responsibility of XYZ:

- a) Make payment in accordance with provision in Clause 3.2 of the Contract; in case of late payment, XYZ shall pay an interest calculated on the overdue amount for each delayed day at the interest rate equal to 150% of the 3-month saving interest rate set by Asia Commercial Bank (ACB) announced at the time of actual payment;
- b) Provide advertising designs and required documents for ABC to obtain the Advertising Permits within 07 (seven) working days from the signing date of this Contract. The documents needed to obtain the Advertising Permits and provided by XYZ include two (2) notarized copies of (i) the Establishment and Operation License (or equivalent legal document as required by the law), (ii) trademark ownership / use certificate and (iii) Logo registration certificate. If XYZ fails to provide within 07 (seven) working days or does not provide the documents, resulting in the failure to obtain the Permits in time comply with the laws, ABC shall still have to place the Billboard if XYZ requests in writing form, all the legal risks is responsible by XYZ. In case that XYZ does not provide advertisement design on time, the start date for advertising fee (1st year of Advertising) shall start from October 2nd, 2017. Even though XYZ is late to provide new designs, a Billboard with the current design is still displayed on the building from October 2, 2017 onwards without moving the Billboard.
- c) XYZ ensures that the content of the Billboard, which is approved by XYZ, is in accordance with the law of Vietnam. XYZ is responsible for any disputes, damages, losses due to content or images of the Billboard approved by XYZ cause to ABC or any third party.

ARTICLE 7: ACCEPTANCE AND HANDOVER

- 7.1. ABC commits to complete the production and placement of the Billboard within 45 (forty five) working days from the date XYZ signs the Approval of the template printouts. Except for any Force Majeure events specified in Article 12 of this Contract or otherwise subject to the written approval of XYZ, if ABC delays the handover of the Billboard, ABC shall pay a corresponding fine equal to 0.01. % of the first year service fees per delayed day. If the delay is over 30 (thirty) days, XYZ has the right to unilaterally terminate the Contract without any compensation to ABC and ABC is obliged to refund all the amount paid by XYZ in advance together with a penalty / compensation equal to 50% of the first year Service fee to XYZ.
- 7.2. After completing the production and placement of the Billboard, ABC shall send a written notice of acceptance time to XYZ.
- 7.3. Within 05 (five) working days from the date of receipt of the above notice from ABC, the Parties shall jointly examine and test the installed Billboard. Any errors or omissions (if any) shall be recorded in minutes and ABC shall be responsible for remedying these errors and defects within

3 (three) days (or for a longer period as agreed by XYZ). ABC shall notify XYZ after correcting such errors and defects for acceptance. When the Billboard meets the requirement of specifications, standards, quality and aesthetics as agreed in this Contract, XYZ and ABC shall sign the acceptance minutes ("Acceptance").

- 7.4. If the Billboard is produced and installed in compliance with the specifications, standards, quality and aesthetics as agreed in this Contract, but XYZ does not accept within 7 (seven) days from ABC's requested date, XYZ shall be deemed to accept the acceptance upon the next day of the acceptance deadline as notified by ABC.

Article 8: INTELLECTUAL PROPERTY RIGHTS

- 8.1 ABC understands and agrees that copyrights and all other intellectual property rights are held by ABC, employee, personnel, subcontractors, agents, representatives of ABC or any other third Party (if any) which is created/ resulting from the performance of this Contract including but not limited to documents, drawings, designs, and all documents relating to the Contract ("**Documents**") and idea, design, content of the Billboard is owned by only XYZ. Therefore, XYZ is entitled to use and dispose of it at no additional charge.
- 8.2 ABC hereby undertakes that ABC and his staffs, subcontractors and agents or representatives of ABC participating in the performance of the Contract shall take all necessary actions to grant or maximize ownership of the documents legally and exclusively to XYZ, in this case XYZ shall not pay any additional costs;
- 8.3 During the Contract Duration and after the termination of the Contract, ABC shall not use the Documents for any third party and / or for any other purposes without the written consent of XYZ;
- 8.4 The Parties agree and understand that during the performance of this Contract, ABC shall use the images, document, drawings, and designs of ABC or a third party to complete the Contract. However, ABC guarantees and takes full responsibility for the use of third-party's images, document, drawings, designs and intellectual property rights. ABC assures that there are not any claims or disputes from the third Party relating to the infringement of intellectual property rights or related rights in Vietnam or outside of Vietnam. ABC is liable for any damages or losses incurred by XYZ (if any) arising from the dispute over intellectual property rights.
- 8.5 Drawings, designs and document (including images, logos) provided by XYZ are the sole property of XYZ. ABC shall not use the drawings, designs or any documents provided by XYZ for any purposes other than the works described herein.

Article 9: WARRANTY - MAINTENANCE

- 9.1 ABC is responsible for guaranteeing the Billboard within the Advertising Period mentioned in Article 2 within 03 (three) years from the date of signing the Acceptance.

9.2 ABC is responsible for repairing, maintaining the items of the Billboard throughout the Contract Term, ensuring that the XYZ's Billboard are always in a safe, clean condition that meets the aesthetic requirements of XYZ (including but not limited to: Billboard is not distorted, broken or dirty, unobstructed, shifted or changed in direction / position, images and texts are clear, not blurry or discolored, not endangering or threatening to endanger...); ensure the light of the Billboard is bright enough to clearly see the advertisement images, including:

- Fixing, troubleshooting of problems: ABC shall fix, remedy all of the malfunction, damage, degradation of the Billboard within 48 (forty-eight) hours since the occurrence of malfunction, damage, degradation. (Whether or not receive notification and correction request from XYZ).
- Periodic Maintenance: In the first week of every six (06) months from the date of signing the Acceptance, ABC is responsible for periodic inspection, maintenance of the Billboard to ensure that the Billboard is always safe, clean, and new and in the best condition. After each maintenance, the Parties shall sign the Maintenance Acceptance report for maintenance ("Maintenance Acceptance"). The Maintenance Acceptance is one of the payment documents in accordance with the Contract. Within 3 (three) working days from the date receiving the Maintenance Acceptance, if XYZ does not sign the Maintenance Acceptance or having any feedback in writing or email, then Billboard maintenance is automatically considered as accepted, XYZ is responsible for payment under the provisions of this Contract.

If ABC does not perform periodic maintenance, fix or remedy the problems occurred to the Billboard within the time frame specified in this Article, XYZ has the right (but not the obligation) to do the works himself (or otherwise hire another third party for executing the works). ABC is responsible for paying all costs incurred by XYZ, plus the fine and indemnity stipulated in Article 11 hereof, within 10 (ten) days from the date of receipt of payment request from XYZ or XYZ has the right to deduct that expense from any amount paid by XYZ to ABC.

9.3 ABC is responsible for the costs of repairing and fixing the Billboard, except for the repairing and fixing caused by XYZ's fault.

Article 10: EFFECT OF CONTRACT AND EXTEND OF CONTRACT

10.1. This Contract is effective from the signing date, until the end of the Advertising Period (including the grace period specified in clause 13.2) ("**Contract Duration**").

10.2. At the ending of **Contract Duration** stated in Clause 10.1, the Parties agree to extend the Contract as follows:

- a) If ABC still has the right to lease / use the Billboard Placement Position, at least 03 (three) months before the expiry of the Contract expires, ABC shall send a notice and prioritize advertising to XYZ at this position. Accordingly, prices shall be agreed by the Parties based on the market situation at that time;

- b) XYZ shall respond in writing forms within 20 (*twenty*) days of receipt notice from ABC regarding agreement or refusal to renewal of the Contract;
- c) After 20 (*twenty*) days since ABC sends the notice of priority to XYZ's advertising, if XYZ has no response, ABC shall have the right to offer the lease of the billboard position to new customers.

10.3. The Contract will automatically expire on the expiry date. QHH has the right to offer and sign contracts with any third party if the Parties cannot obtain agreement on the extension of the Contract upon expiration of the Contract

10.4. When the Contract terminates or expires, if XYZ requests, ABC shall remove, retrieve and destroy the Billboard in accordance with Clause 6.1(r.), ABC shall not be responsible for returning the Billboard to XYZ. At the same time, ABC shall return to XYZ all information, documents of XYZ that ABC is holding or controlling.

ARTICLE 11: TERMINATION OF THE CONTRACT BEFORE THE TERM & PENALTY

11.1 ABC has the right to unilaterally terminate the Contract in case XYZ delays any payment under this Contract to ABC more than 30 (thirty) days from the due date. However, ABC is entitled not to terminate the Contract, in which case XYZ shall pay interest to ABC in accordance with clause 6.2 (a) of this Contract.

11.2 The Party, who breaches any obligation under this Contract and fails to remedy the breach within 10 (ten) days from the date of receipt of the written request for remedial action by the aggrieved Party, is subject to a fine equal to 8% of the value of the violated contract (excluding VAT). At the same time, at the discretion of his will, the aggrieved party has the right to terminate the contract.

11.3 The Party who unilaterally terminates the Contract in contravention of the provisions of the Contract or the Party whose faults cause to termination of the Contract shall:

- (i) indemnify the other Party for all arising losses,
- (ii) pay to the other Party a fine equal to 8% of the Contract Value (before VAT) stated in Article 3. If ABC is the violating Party, ABC shall refund to XYZ the amounts paid by XYZ but not be used.

The Parties agree that the losses suffered by each Party in the event of termination of this Contract shall be at least 50% of the Contract Price corresponding to the remaining duration of the Contract, beside other losses and fees.

ARTICLE 12: EVENTS OF FORCE MAJEURE

12.1 Force Majeure events are events that occur objectively, unpredictably and irreparably causing a Party to fail to perform its obligations in accordance with the Contract, included but not limited to, the following: Banner / Banner Placement Site has been affected by incidents, natural disasters, fires, wars, earthquakes, coups, rebellions, sabotage, terrorism, strikes, embargoes or legally decision of the competent state authority that the cause is not due to the fault of the Party (the "Force Majeure").

12.2 In the event of Force Majeure that would result in a Party failing to execute or inadequately exercise his rights and obligations under this Contract, his liability would be excluded if it complies with all the obligations set forth in Article 12.3 below.

12.3 In case either Party is delayed or obstructed the performance of his obligations due to a Force Majeure, the Party is unable to perform his obligations resulting from the Force Majeure shall:

- a) By all reasonable efforts to mitigate or limit the effect of such delay or obstruct on the performance of his obligations under this Contract, to exclude or limit damage to the Parties;
- b) Notify the other Party that it is unable to perform or needed to delay the performance of any obligation resulting from the Force Majeure within 24 (twenty four) hours of the occurrence of the Force Majeure;
- c) Within 03 (three) days of the occurrence of a Force Majeure, the affected Party shall provide the other Party with a record of the Force Majeure and supplement the evidence of the Force Majeure within 30 (thirty) days.
- d) Continuing to perform the obligation immediately after the Force Majeure ends.

12.4 If due to the effect of Force Majeure:

- a) Billboard Placement at the Billboard Placement Position cannot be continued within 01 (one) month, XYZ has the right to suspend performance of the Contract. In that case, ABC shall refund to XYZ the payment paid by XYZ but not be used up to the date of the Force Majeure.
- b) The Billboard are destroyed, damaged to such a condition that it cannot be used (according to XYZ's assessment): ABC shall proceed with the construction, installation and repair of the Billboard, the cost arising therefrom shall be equally shared by the Parties, with same standards, quality and content as the previous Billboard. ABC shall be exempted from compensation and fines in this case, providing that ABC has fully complied with the requirements set forth in Clause 12.3 above.

ARTICLE 13: SUSPENDED PERIOD

13.1 In this Contract, suspended time (Suspended Period) is defined as the following intervals:

- Every 12 (twelve) accumulative hours that Banner is not lighted will be counted as one (1) day

of advertising;

- The time of occurrence of Force Majeure.
- The time when the Billboard is not used, operated for the purpose and provisions of the Contract.
- The exceed time of the fixing, correcting's time limit of the Billboard in accordance with the Contract.

13.2 Depending on XYZ's decision, the Suspended Period shall be processed as follows:

- ABC shall reimburse XYZ for the amount corresponding to the Suspended Period (XYZ may deduct this amount from any sums paid by XYZ to ABC); And / or
- The Advertising Period shall be extended for a period of time corresponding to the Suspended Period.

ARTICLE 14: GENERAL TERM AND CONDITIONS

14.1 ABC ensures that all staffs, subcontractors, agents, representatives of ABC comply with the confidentiality obligations mentioned above. When the Contract terminates or expires, ABC shall return or destroy all documents containing confidential information, subject to XYZ's request.

14.2 ABC shall not assign the rights and obligations of this Contract to any other third Party without the prior written consent of XYZ;

14.3 Both Parties agree to comply all terms and conditions specified in this Contract.

14.4 Any arising disputes shall be settled for the interests of both Parties. If any dispute under this Contract shall not be settled by negotiation between the both Parties within 30 (thirty) days from the request date of one Party, the matters shall be settled by the competent court in compliance with the present laws.

14.5 Any amendments and supplements to the Contract shall be agreed in writing forms by the competent representatives of the Parties;

14.6 This Contract is made into 04 (four) copies with equal validity, each Party keeps 02 (two) copies for implementation.

ABC'S REPRESENTATIVE

XYZ'S REPRESENTATIVE

Director

General Director

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