

ADVERTISING AGREEMENT

No.: []

This advertising agreement (“**Agreement**”) is signed on [] by and between:

1. [], a company incorporated in Vietnam, whose registered office is at [], business registration number: [] represented by Mr./ Mrs [], title [] (“**Party A**”)
2. [], a company incorporated in the [], Incorporation number [] whose registered office is at [], represented by [], Director (“**Party B**”)

Whereas:

- A. PARTY A is the owner of cineplexes flexing PARTY A’s brand in Vietnam with appropriate business functions, is professional and wishes to provide the Service to the PARTY B on the basis of the terms and conditions of this Agreement;
- B. The PARTY B wishes to promote its products/ services at cinema chain of PARTY A.

Therefore, It is agreed as follows:

Article 1. Definitions

In this Agreement, except where the context otherwise requires, the following words and phrases have the meanings as follows:

- 1.1 “**Agreement**” means this Advertising Service Agreement including but is not limited to any Proposal, Appendix, Certificate of Advertisement on Air as amended, supplemented from time to time.
- 1.2 “**Service**” means any forms of advertising provided by PARTY A to the PARTY B for marketing products/ services of the PARTY B at the cinema chain of PARTY A as detailed in Appendixes of this Agreement.
- 1.3 “**Extra Service**” means any accompanying service provided by PARTY A to the PARTY B, including but not limited to: (i) screening TVCs on the LCD system at the lobbies of the cinemas; (ii) providing the area for posters, standees, products displaying; (iii) providing ticket vouchers.
- 1.4 “**Business Days**” means the days of the week other than Saturday, Sunday or a public holiday in Vietnam.

Article 2. Object of The Agreement

- 2.1 PARTY A agreed to provide the Service to PARTY B as set forth in the attached Appendixes.
- 2.2 Extra Service shall be implemented depending on the policies of PARTY A from time to time. For the avoidance of doubt, the Parties understand and agree that the Extra Service shall be only provided during the time for providing Service.
- 2.3 The time for providing Service is as specified in the attached Appendixes.

Article 3. Agreement Term

This Agreement shall take effect from the date of signing until the Parties fulfill their obligations under the Agreement unless it is otherwise terminated in accordance with the conditions stipulated in Article 10.

Article 4. Service Fee And Payment

4.1 Service Fee: the PARTY B shall make the payment of Service Fee as specified in the attached Appendixes.

4.2 Payment method: telex transfer.

- Currency: Vietnam Dong.
- Payment information: []
- Beneficiary: []
- Bank account: []
- Beneficiary Bank: [] Address: []
- Swift code: []
- Bank code: []

(This is your Virtual Account we created at []am, please use it in the bank instruction, any your transaction via this Virtual Account will be credited to our No. [])

4.3 The payment installments and the payment documents: as specified in the attached Appendixes.

4.4 In case of delayed payment, in addition to the Service Fee, the PARTY B shall pay to PARTY A an interest as specified in Article 9.3.

Article 5. Rights And Obligations Of The Party B

5.1. Ensure the advertising content comply with the regulations of Law on advertising in Vietnam, law on intellectual property and other regulations.

5.2. Provide advertising template to PARTY A at least seven (07) Business Days prior to the commencement date of providing Service and ensure that such template must be obtained the approval in writing of the competent authorities for usage, advertisement in Vietnam.

5.3. Adjust the advertising template in case such template does not comply with advertising policy of PARTY A and relevant law.

5.4. Suggest for changing the commencement date, ending date and/or other contents of Service with notice to PARTY A (by email, fax or delivered written notice) at least five (05) Business Days prior to the commencement date of providing Service and shall be approval by PARTY A.

5.5. Fully take responsibility for the advertising contents. In case of any dispute or claim arising out of advertising contents, the PARTY B is responsible to resolve and reimburse all costs, damages incurred by PARTY A due to advertising contents of the PARTY B.

5.6. Make payment to PARTY A in full and on time as stipulated in this Agreement.

- 5.7. Implement other obligations in accordance with provision of this Agreement.

Article 6. Rights and Obligations of Party A

- 6.1 Provide Service and Extra Service in full and on time as stipulated in this Agreement.
- 6.2 Refuse to provide the Service if the content and images of the advertisement are un-complying with regulations of Law on advertising in Vietnam.
- 6.3 Suspend to provide the Service, Extra Service and/or terminate the Agreement in case that the PARTY B does not make the payment of Service Fee as prescribed.
- 6.4 Approve on advertising contents and request for adjustment (if any).
- 6.5 Determine on the content and form of Extra Service from time to time include but not limited to commencement and ending dates, period of time, location, dimension, quantity, etc.
- 6.6 Be exempted from any responsibilities include but not limited to law suit, decisions of violation administrative sanction or any penalties applied for both PARTY A and the PARTY B due to such content of the PARTY B's advertisement;
- 6.7 Implement other obligations in accordance with provisions of this Contract.

Article 7. Non-Disclosure Information

- 7.1 The Parties shall be obliged to keep confidential of all information relating to this Agreement, including but not limited to the terms and conditions of this Agreement, the Appendix, quotation, promotion programs, etc and other information provided by the other Party in verbal, in writing or in any form ("**Confidential Information**").
- 7.2 No Party may use, disclose, or permit any third party to access and use Confidential Information for any other purpose except for the purposes set out in this Agreement.
- 7.3 Obligation of confidentiality shall be valid during the term of this Agreement and maintain for one (01) years after termination of this Agreement.

Article 8. Force Majeure

- 8.1 "**Force Majeure**" means an event which occurs objectively and unpredictably that cause one of the Parties or both Parties can not fulfill their obligations or overcome through all necessary measures have been applied and all the permitted capabilities have been used. Subject to the above conditions, Force Majeure as defined in this Agreement includes but is not limited to any of the following events: prohibition by the state authorities, riots, wars, national emergency, embargo, epidemic, flood, earthquake, storm, tidal wave or other acts of nature.
- 8.2 If a Party delay executing or cannot execute the Agreement due to the Force Majeure, such Party shall notify in writing the other Party within three (03) Business Days from the date that the Force Majeure occurs, and apply all the necessary measures to restrict the damages.

- 8.3 The Party affected by the Force Majeure can not execute or delay executing the Agreement shall not be deemed to violate this Agreement or bear any responsibility under this Agreement.
- 8.4 In case that Force Majeure prevents and continues to hamper the implementation of the Agreement for twenty (20) continuous days, the Parties shall agree on continuing the implementation or terminating Agreement for the sake of the Parties in accordance with the law of Vietnam.

Article 9. Penalty and Compensation

- 9.1. In case one of the Parties breaches any obligations under this Agreement, the default Party must pay a fine equivalent to eight percent (08%) of value of each violated contract obligations and compensate to the remaining Party for all damages and cost incurred (if any);
- 9.2. In case the PARTY B refuses to implement this Agreement, the PARTY B must:
- (i) Pay to PARTY A a cancellation fee which is equivalent eight percent (08%) of the Service Fee as specified in the attached Appendixes; và
 - (ii) Pay all amount that the PARTY B owed PARTY A at the time of cancellation; and
 - (iii) The PARTY B shall not be reimbursed the paid amount.
- 9.3. In case the PARTY B violates the payment obligations as stipulated in Article 4 and the attached Appendixes, the PARTY B shall pay interest for late payment at the interest rate of 0.05%/day corresponding to the period of delay in payment.

Article 10. Termination of Agreement

- 10.1. The Agreement shall be terminated in the following cases:
- (i) Upon the expiry of the Agreement and the Parties have completed all obligations under the Agreement;
 - (ii) The Parties jointly agree to terminate the Agreement;
 - (iii) Due to Force Majeure as stipulated in Article 8;
 - (iv) One of the Parties violates its obligations under this Agreement, such Party has received the notify in writing from the other Party but the default Party does not stop violations and/or such violations are not remedied;
 - (v) One of Parties declares bankruptcy, dissolution or cessation at any reason;
 - (vi) One of Parties seriously violates the law or is likely to cause detrimental influences to the other Party.
- 10.2. The termination of this Agreement shall not affect the performance of any outstanding obligations of one Party to the other Party under the Agreement.
- 10.3. Within seven (07) Business Days from the date of termination, Parties shall implement the procedure for liquidation as defined by law.

Article 11. Governing Law and Jurisdiction

- 11.1. This Agreement shall be interpreted and governed by the laws of Vietnam.
- 11.2. Any disputes arising out of or related to this Agreement shall be prioritized by Parties for settlement through negotiations in a spirit of goodwill and cooperation. If the negotiation fail or a Party at any time deems the current disputes cannot be resolved through negotiations, each Party has the right to bring cases for settlement at the competent court in Ho Chi Minh City. The court fees shall be paid by the losing party.

Article 12. Anti- Bribery

- 12.1. PARTY A is entitled (i) to terminate immediately all/any contracts, agreement signed with the PARTY B without any penalty or indemnities and (ii) require the PARTY B full compensation for damages and losses incurred to PARTY A, if:
- a) PARTY A detected the PARTY B has behaving proposals, promises, commitments, or donated, bringing any Benefits or Advantages for PARTY A for any reason and accept any Events whether directly or indirectly.
 - b) PARTY A detected the PARTY B requests or receives any Benefits or Advantages from PARTY A for any reason and any Events whether directly or indirectly.
 - c) PARTY A detected the PARTY B on behalf of itself and / or PARTY A participating in any corruption, extortion, money laundering, bribery, fraud, perjury, fraud, insider trading and any illegal actions whether directly or indirectly.
- 12.2. The PARTY B must promptly notify to PARTY A via the address mentioned at the beginning of the Contract or send to email address: ksnb@PARTY A.vn when detecting violations or suspecting any violation of the contents stipulated in this term. This Article takes effect under the validity of the Contract and lasts 10 years after the termination of the Contract.
- 12.3. For avoidance of doubt,
- a) “**The PARTY B**” Is the PARTY B including but not limited to any employee, management level, Related Person / Related Party of the PARTY B.
 - b) “**PARTY A**” includes but is not limited to any staff, management levels of PARTY A, Person/Party related to PARTY A.
 - c) “**Person / Related Party**” means any person who has a relationship with a party in any form including direct relationship, indirect relationship, ownership relationship, management, hire or relationship with relatives.
 - d) “**Benefits or Advantages**” is any benefit or advantage including but not limited to money, lucky money, gifts, rewards, bonuses, commissions, goods, opportunity to enjoy, recreational opportunities, support, help, free use of goods, services, opportunities and any other tangible or intangible benefits.
 - e) “**Events**” is any event including but not limited to traditional festivals, weddings, housewarming parties, birthday parties, promotions and / or other events.

Article 13. General Terms

13.1. Integrity

This Agreement, appendixes, attached quotations (if any) constitute and is (the) inalienable part of this Agreement and has the value to replace any and all correspondence, agreement and/or previous commitment, verbal or written, between Parties related to the contents of this Agreement. Any amendment or supplement of any provision of this Agreement shall be made in writing and is only valid when the authorized representatives of each Parties confirm.

13.2. Differentiation

If any provisions of this Agreement are deemed invalid, they shall not affect the validity of any other provisions of this Agreement and shall be taken as such disabling provision (or provisions) is not included in this Agreement, unless the disabling provisions affects the basis of this Agreement.

13.3. Transferring

Neither Party may transfer all or part of this Agreement to any third party without the other Party's prior written consent.

13.4. Counterpart

This Agreement is made in to four (04) copies in bilingual language (Vietnamese and English) with the same validity, each Party shall keep two (02) copies. In case of any discrepancy between the two languages, the Vietnamese shall prevail.

APPENDIX 01
(Attached to the Advertising Agreement No.: [])

1. Description of the service

- | | |
|----------------------------|------------|
| - Form of Service: | TVC Airing |
| - Name of Product | [] |
| - Duration of TVC: | [] |
| - Position: | [] |
| - Number of cinemas: | [] |
| - Location: | [] |
| - Number of screens: | [] |
| - Number of TVC spots: | [] |
| - Duration of the Service: | [] |
| + Commencement date: | [] |
| + Ending date: | [] |

2. Service Fee & Payment

[]

3. Other terms

- PARTY A shall provide the PARTY B a Certificate of Advertisement on Air upon fulfilled completion of Service;
- PARTY A will provide Media Pass card for the PARTY B to check the screening of TVC (the quantity of such card is equivalent to the number of cinemas where screening TVCs) and request staffs to support the PARTY B throughout the inspection process.
- The PARTY B shall assign personnel representing for PARTY B to check and verify the Service provided by PARTY A. Such personnel are obliged to comply with Rules/ Regulations of PARTY A, must present ID card, introducing letter or letter of authorization and Media Pass card. Media Pass Card is only used for purpose of checking TVC, the PARTY B shall manage and compensate for PARTY A if violates this clause.