# Billboard Advertising Contract

**Between**

**Image Building Advertising Co., Ltd**
**#63A, Street 01 (Borei Pi Phorp Thmei**
**Khan Chamkardoung, Phnom Penh,**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte Ltd**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**
**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: June 1th, 2018**

**Reference: PP-MAG-BB**

This contract outlines the covenant of the above parties for a period of 6 months.
The effective commencement of contract is as specified below. From this point onwards, **Image Building Advertising Co., Ltd .** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Validity Period | Price in USD | Term of Payment |
|---|---|---|---|---|
| PP-004 | **Unipol Billboard in BTB**<br>**Size: 5mH x 14mW x 2 faces**<br>**Location: Opposite of Phsar Champovorn market, National road 4, Khan Posenchey, Phnom Penh city.** | 12 Months<br>From 10/8/2018<br>Finished-date:<br>10/8/2019 | $27,000.00 U.S dollar (Twenty Seven Thousand U.S dollar only).<br><br>**Note: The price is not included VAT 10%.** | -50%: upon confirmation of signature on contract.<br><br>-Pay final 50% after completion skin up. |

*The price above include the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 12 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee per year.
5) Offer 2 times changing skin Billboard free.
6) Upon signing the contract – There shall not be any termination of contractual period.
7) Light from:6.00pm-11:00pm.

**2.0 Media-owner Agreement**

***The Media-owner*** *agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 6 months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is one year or 12 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise (**3.4**) and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise (**3.4**)

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

**10.0 Warranty During Contract Period**

Compensation for missing display period (Included installation Vs Commitment) also compensation during the lighting off and remove skin after contract ended (with proof photo).

Agreed by representative of
**Image Building Advertising Co., Ltd**

.....

Name: CHANN SOPHEAP

Position: Business Director

Date: 20/06/18

Agreed by representative of
**Multinational Advertising Group Pte., Ltd**

.....

Name: Mr. TRANG TY

Position: Managing Director

Date: June 1, 2018

# Billboard Advertising Contract

**Between**

**Image Building Advertising Co., Ltd**
**#63A, Street 01 (Borei Pi Phorp Thmei**
**Khan Chamkardoung, Phnom Penh,**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte Ltd**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**
**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: June 1th, 2018**

**Reference: PP-MAG-BB**

This contract outlines the covenant of the above parties for a period of 6 months.
The effective commencement of contract is as specified below. From this point onwards, **Image Building Advertising Co., Ltd .** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| te de | Location/Size | Validity Period | Price in USD | Term of Payment |
|---|---|---|---|---|
| PP-003 | **Unipol Billboard in BTB**<br>**Size: 6mH x 14mW x 2 faces**<br>**Location: In front Miliarty 70, National road 3, Khan Posenchey, Phnom Penh city.** | 12 Months<br>From 10/8/2018<br>Finished-date:<br>10/8/2019 | $27,000.00 U.S dollar (Twenty Seven Thousand U.S dollar only).<br><br>**Note: The price is not included VAT 10%.** | -50%: upon confirmation of signature on contract.<br><br>-Pay final 50% after completion skin up. |

*The price above include the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 12 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee per year.
5) Offer 2 times changing skin Billboard free.
6) Upon signing the contract – There shall not be any termination of contractual period.
7) Light from:6.00pm-11:00pm.

**2.0 Media-owner Agreement**

***The Media-owner*** *agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 6 months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is one year or 12 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise (**3.4**) and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise (**3.4**)

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

**10.0 Warranty During Contract Period**

Compensation for missing display period (Included installation Vs Commitment) also compensation during the lighting off and remove skin after contract ended (with proof photo).

Agreed by representative of
**Image Building Advertising Co., Ltd**

.....

Name: CHANN SOPHEA

Position: Business Director

Date: 20/06/18

Agreed by representative of
**Multinational Advertising Group Pte., Ltd**

.....

Name: Mr. TRANG TY

Position: Managing Director

Date: June 1, 2018

# Billboard Advertising Contract

**Between**

**Havas Riverorchid (Cambodia) Pte., Ltd**
**#25, Street 566, Sangkat Boeung Kak I**
**Khan Toul Kork, Phnom Penh,**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte Ltd**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**
**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: August 6th, 2018**

**Reference: Unipol-MAG-KPS-03**

This contract outlines the covenant of the above parties for a period of 4 months.

The effective commencement of contract is as specified below. From this point onwards, **Havas Riverorchid (Cambodia) Pte., Ltd.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Validity Period | Price in USD | Term of Payment |
|---|---|---|---|---|
| **KPS-03** | **Unipol Billboard**<br>**Size: 6mH x 12mW x 2 faces**<br>**Location: Ek-Reach Street, Near Golden Lion Roundabout, Sihanouk Ville.** | 4 Months<br>From: September/ 1 /2018<br>Finished-date: December/31 /2018. | **$6,690.91** U.S dollar (Six Thousand Six Hundred Ninety and Ninety-One U.S dollar only).<br>**Note: The price is not included VAT 10%.** | -100%: upon confirmation of signature on contract. |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 4 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 4 months.
5) Upon signing the contract – There shall not be any termination of contractual period.
6) Light from: 6.00pm -9:00pm.

**2.0 Media-owner Agreement**

***The Media-owner*** *agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 4 months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapses due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to

the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is 3 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1-month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event, if the contents of the billboard is offensive, misleading or otherwise **(3.4)** and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise **(3.4)**

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

**10.0 Warranty During Contract Period**

Compensation for missing display period (Included installation Vs Commitment) also compensation during the lighting off and remove skin after contract ended (with proof photo).

Agreed by representative of
**Havas Riverorchid (Cambodia) Pte., Ltd**

.....
Name: Chheang Makara
Position: Media Group Head: Outdoor
Date: August 7, 2018

Agreed by representative of
**Multinational Advertising Group Pte., Ltd**

.....
Name: Mr. TRANG TY
Position: Managing Director
Date: August 7, 2018

Witnessed by:

.....
Name:
Position:
Date:.....

Witnessed by:

for

.....
Name: Mr. TRANG HEANG
Position: Operation Manager
Date: September 1, 2018

# Billboard Advertising Contract

(11)

| | | |
|---|---|---|
| **Jotun (Cambodia) Ltd**<br>**N° 113 (Parkway Square), 2nd Floor**<br>**Unit 2FH, Mao Tse Toung Blvd**<br>**Khan Chomkamon, Phnom Penh**<br>**Kingdom of Cambodia**<br>**Tel: 023 218 751** | **Between**<br><br>**and** | **Multinational Advertising Group Pte Ltd**<br>**#52, Street 2019, Sangkat Phnom Penh Thmei**<br>**Khan Sen Sok,Phnom Penh**<br>**Kingdom of Cambodia**<br>**Tel: 855-23 6329777** |

**Date: January 09th, 2018** **Reference: BB-MAG-PP**

This contract outlines the covenant of the above parties for a period of one year (12 months).

The effective commencement of contract is as specified below. From this point onwards,

**Jotun (Cambodia) Ltd.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte Ltd** shall be referred to as **"Media-owner"**. The billboard shall be referred to as **"Site"**.

## 1.0 The contract

The **Advertiser** agrees to advertise the following billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Validity Period | Price in USD | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Unipole Billboard**<br>**Size: (5mH x 14mW) x 2 faces.**<br>**Location: Near PTT Petrol Station, National road N1 Sangkat Nirot, Khan Chba Ampov, Phnom Penh** | 12 Months<br>From: 01/02./2018<br>To : 01/02/2019. | **$30,000.00 U.S dollar**<br>(Thirty Thousand U.S dollar only).<br><br>**Note: The price is not included VAT 10%.** | 1. 50% confirm upon signed contract.<br>2. 50% - pay after skin up on board |

*The price above include the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 12 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.
6) Light from: 6.00pm -11:00pm.
7) Two times print skin change. If **Advertiser** uses the third skin we will charge $15.00 USD per square meter.

## 2.0 Media-owner Agreement

***The Media-owner*** *agrees to the following of this contract:*

### 2.1 Media Advertising

2.1.1 To provide full 12 months advertise for billboard to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the advertising price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the advertising price

## 3.0 Advertiser's Agreement

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted advertising period is effectively upon the installation of the skin up on billboard or after **Media Owner** issue the complete installation letter to **Advertiser** for acknowledgement.

**3.2** **Advertiser** will inform **Media-owner** two (02) months prior after expiration of the contract, with the intention to renew the contract.

**3.3** **Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.4** In the event , if the contents of the billboard is offensive, misleading or otherwise (**3.4**) and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for advertising must be paid in full, in addition, there will be no replacement of lost time.

**3.5** **Advertiser** agrees that the acceptance of the advertising billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.6** **Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise (**3.4**)

## 4.0 Term & Condition of contract

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

## 5.0 Delivery

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site. If **Media-owner** can not relocate to new site within 04 months, we will refund amount to **Advertiser** by deducting tax (commercial Tax or signage tax) and license fee that **Media-owner** paid to government.

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owne**r agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

**10.0 Warranty During Contract Period**

Compensation for missing display period (Included installation Vs Commitment) also compensation during the lighting off and remove skin after contract ended (with proof photo).

Agreed by representative of
**JOTUN (CAMBODIA) LTD**

.....
Name: Tan Kay Khom
Position: Sales & Marketing manager
Date: 21/02/2018.
Witnessed by:

.....
Name: Oeng Mony Sem
Position: Snr. Mkt executive
Date: 21/02/2018

Agreed by representative of
**Multinational Advertising Group Pte Ltd**

For
.....
Name: Mr. Trang TY
Position: Managing Director
Date: January 09th, 2018
Witnessed by:

.....
Name: Mr. TRANG HEANG
Position: Operation Manager
Date January 09th, 2018

# Billboard Advertising Contract

**Between**

**Marketing Solution Asia.,Ltd.**
**V Building #33 Street 606, Sangkat Boeung Kak II, Khan Toul Kork**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh Thmei, Khan Sen Sok, Phnom Penh**

**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: August 18th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **Marketing Solution Asia.,Ltd** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Unipol Billboard in Phnom Penh**<br>**Size: 12mH x 9mW x 2face**<br>**Location:Near Preah Kussamak Hospital, steet 271 Phnom Penh** | $29,00USD. (Twenty Nine thousand US dollar only). | 12 months<br>**Date Start: 25 Aug 2018 to 25 Aug 2019** | -50%: confirm upon contract<br>-50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner** agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is 6 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise (**3.4**) and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise (**3.4**)

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

Agreed by representative of
**Marketing Solutions Asia.,Ltd**

.....

Name:
Position: General Manager
Date:.....
Witnessed by:

.....

Name:
Position:
Date:.....
Witnessed by:
Date: 18 August 2018

Agreed by representative of
**Multinational Advertising Group Pte.Ltd**

.....

Name: Mr. TRANG TY
Position: Managing Director
Date: 18 August 2018
Witnessed by:

.....

Name: Mr. TRANG HEANG
Position: Operation Manager
Date: 18 August 2018
Witnessed by:

(13)

# Billboard Advertising Contract

**Between**

**Medai G.B Enterprise Co.,ltd.**
**National road 5, Sangkat Russey Keo**
**Khan Russey Keo, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte Ltd**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**
**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: January 24th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 6 months. The effective commencement of contract is as specified below. From this point onwards, **Media G.B Enterprise Co.,Ltd** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Unipole Billboard size: H8m x W10m x 3 sides Location: Near Tela Gas Station , National road 6.** | $25,000USD. (Twenty five thousand US dollar only). | 12 months **Date Start: 25 May 2018 to 25 May 2019** | -50%: confirm upon contract -50% pay after skin up on board |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner** agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

Agreed by representative of
**Medai G.B Enterprise Co.,Ltd**

.....
Name: Soth Pisey
Position:
Date:.....25 /01 /2018
Witnessed by:

.....
Name:
Position:
Date:.....
Witnessed by:
Date: 24 January 2018

Agreed by representative of
**Multinational Advertising Group Pte., Ltd**

.....
Name: Mr. TRANG TY
Position: Managing Director
Date: 24 January 2018
Witnessed by:

.....
Name: Mr. TRANG HEANG
Position: Operation Manager
Date: 24 January 2018
Witnessed by:

# Billboard Advertising Contract

**Between**

**Cambodian Cooperation Pharma.**
**#175Q2, Street Lum, Sangkat Tek Thla**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**
**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: January 16th, 2018** **Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months.
The effective commencement of contract is as specified below. From this point onwards, **Cambodia Cooperation Pharma** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Rooftop in Phnom Penh**<br>**Size: 5mH x 30mW x1face**<br>**Location: 7Makara Sky bridge, Russian Blvd, Phnom Penh City** | $15,500USD.<br>(Fifteen thousand Five hundred US dollar only). | 12 months<br>**Date Start: 09 Feb 2018 to 09 Feb 2019** | -20%: confirm upon contract<br>-40% pay after first payment<br>-40% -03 moths after second payment |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner** agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

(15)

# Billboard Advertising Contract

**Between**

**ERAGOLD CORPORATION.**
**#35Eo, Street 134, Sangkat Mittapheap**
**Khan 7 Makara, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**

**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: January 6th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **ERAGOLD CORPORATION.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Overhead pass Billboard Size: 5mH x 20mW x 2face Location: Before Preap Sor circle, National road No 5, Battambang Province** | $20,000USD. (Twenty thousand US dollar only). | 12 months **Date Start: 12 Feb 2018 to 12 Feb 2019** | -50%: confirm upon contract -50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner** agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is 6 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise **(3.4)** and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise **(3.4)**

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

Agreed by representative of
**EARAGOLD CORPORATION**

.....
Name:
Position: Marketing Manager
Date:.....
Witnessed by:

.....
Name:
Position:
Date:.....
Witnessed by:
Date: 18 August 2018

Agreed by representative of
**Multinational Advertising Group Pte.Ltd**

.....
Name: Mr. TRANG TY
Position: Managing Director
Date: 06 January 2018
Witnessed by:

.....
Name: Mr. TRANG HEANG
Position: Operation Manager
Date: 06 January 2018
Witnessed by:

# Billboard Advertising Contract

**Between**

**ERAGOLD CORPORATION.**
**#35Eo, Street 134, Sangkat Mittapheap**
**Khan 7 Makara, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**

**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: January 6th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **ERAGOLD CORPORATION.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Overhead pass Billboard**<br>**Size: 5mH x 20mW x 2face**<br>**Location: Before Skun circle**<br>**National road No 6,**<br>**Kampang Cham Province** | $20,000USD. (Twenty thousand US dollar only). | 12 months<br>**Date Start: 12 Feb 2018 to 12 Feb 2019** | -50%: confirm upon contract<br>-50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner*** *agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is 6 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise **(3.4)** and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise **(3.4)**

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

Agreed by representative of
**EARAGOLD CORPORATION**

.....
Name:
Position: Marketing Manager
Date:.....
Witnessed by:

.....
Name:
Position:
Date:.....
Witnessed by:

Agreed by representative of
**Multinational Advertising Group Pte.Ltd**

.....
Name: Mr. TRANG TY
Position: Managing Director
Date: 06 January 2018
Witnessed by:

.....
Name: Mr. TRANG HEANG
Position: Operation Manager
Date: 06 January 2018
Witnessed by:

# Billboard Advertising Contract

**Between**

**ERAGOLD CORPORATION.**
**#35Eo, Street 134, Sangkat Mittapheap**
**Khan 7 Makara, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**

**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: January 6th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **ERAGOLD CORPORATION.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Overhead pass Billboard Size: 5mH x 20mW x 2face Location: Near Sathapana bank before Bekchan market,National road No 4, AngSnoul district Kandal Province.** | $25,000USD. (Twenty five thousand US dollar only). | 12 months **Date Start: 12 Feb 2018 to 12 Feb 2019** | -50%: confirm upon contract -50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner** agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is 6 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise (**3.4**) and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise (**3.4**)

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

Agreed by representative of
**EARAGOLD CORPORATION**

.....
Name: Ky Soy They
Position: Director
Date:.....
Witnessed by:

.....
Name:
Position:
Date:.....
Witnessed by:
Date:

Agreed by representative of
**Multinational Advertising Group Pte.Ltd**

.....
Name: Mr. TRANG TY
Position: Managing Director
Date: 06 January 2018
Witnessed by:

.....
Name: Mr. TRANG HEANG
Position: Operation Manager
Date: 06 January 2018
Witnessed by:

(18)

# Billboard Advertising Contract

**Between**

**MAN ADVERTISING CO.,LTD.**
**No,218 Street 158, Sangkat Tek La Ork III**
**Khan Toulkok, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**

**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: May 30th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **MAN ADVERTISING CO.,LTD.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Overhead pass Billboard Size: 5mH x 20mW x 2face Location: After Bekchan Market National road No 4. Kandal Province.** | $20,000USD. (Twenty thousand US dollar only). | 12 months **Date Start: 15 June 2018 to 15 June 2019** | -50%: confirm upon contract -50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner*** *agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is 6 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise **(3.4)** and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise **(3.4)**

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

Agreed by representative of
**MAN ADVERTISING CO.,LTD**

.....

Name:
Position: Marketing Manager
Date:.....
Witnessed by:

.....

Name:
Position:
Date:.....
Witnessed by:
Date: 30 May 2018

Agreed by representative of
**Multinational Advertising Group Pte.Ltd**

.....

Name: Mr. TRANG TY
Position: Managing Director
Date: 30 May 2018
Witnessed by:

.....

Name: Mr. TRANG HEANG
Position: Operation Manager
Date: 30 May 2018
Witnessed by:

# Billboard Advertising Contract

**Between**

(19)

**MAN ADVERTISING CO.,LTD.**
**No,218 Street 158, Sangkat Tek La Ork III**
**Khan Toulkok, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**

**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: May 30th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **MAN ADVERTISING CO.,LTD.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner".** The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Overhead pass Billboard Size: 5mH x 20mW x 2face Location: Infront Prek Pnov Primary School, National road No 5.** | $20,000USD. (Twenty thousand US dollar only). | 12 months **Date Start: 20 Sep 2018 to 20 Sep 2019** | -50%: confirm upon contract -50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner*** *agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The **Advertiser** agrees to the following under the contract:*

**3.1** The contracted rental period is 6 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise **(3.4)** and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise **(3.4)**

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

All advertisements for display shall be delivered carriage paid to the **Media-owner** at its business address or to such other address as the **Media-owner** shall be specify not less than 14 days prior to the date of commencement of display specified in the contract. In the event of late delivery or non-delivery, the charge for display shall be calculated as from the date of commencement specified in the contract.

**6.0 Loss of display**

**a.** The **Media-owner** shall not be responsible for any consequential loss or inconveniences caused arise from strikes, lockouts, war explosion, flood, riot, fire or any cause beyond the **Media-owner**'s control.

**b.** The **Media-owner** entitled to withdraw any advertising at any time if it is so required by the relevant authorities in Cambodia. The **Media-owner** agreed to compensate the **Advertiser** for the time lost during the event that the government takes the site for usage. Compensation for time lost can be in the form of an extension of the contract period or relocation into a new site

**c.** The **Media-owner** reserves the right to withdraw any advertisement at any time for the purpose of repairing and servicing of the display unit or site. If such case does happened the **Media-owner** agreed to compensate for time lost in the form of an extension of the contract period or relocation into new site.

**8.0 Damage or loss**

The **Media-owner** shall be under no liability for loss of or damages to posters design or advertisement supplied to the **Media-owner** except in so far as such loss or damage arises due to the fault of negligence of the **Media-owner** or its employees, and in any event the **Media-owner**'s liability, shall never exceed the original cost of the **Advertiser** of the destroyed or damage posters, design or advertisements.

**9.0 Limit on liability**

In any event the **Media-owner**'s liability for non-display, incorrect display or display of any damaged poster, shall not exceed the charge for display of that poster for the period of such non-displayed incorrect of damaged display. The **Advertiser** shall notify the **Media-owner** immediately the **Advertiser** becomes aware of any non-display, incorrect of damaged display.

Agreed by representative of
**MAN ADVERTISING CO.,LTD**

.....
Name:
Position: Marketing Manager
Date:.....
Witnessed by:

.....
Name:
Position:
Date:.....
Witnessed by:
Date: 30 May 2018

Agreed by representative of
**Multinational Advertising Group Pte.Ltd**

.....
Name: Mr. TRANG TY
Position: Managing Director
Date: 30 May 2018
Witnessed by:

.....
Name: Mr. TRANG HEANG
Position: Operation Manager
Date: 30 May 2018
Witnessed by:

# Billboard Advertising Contract

**Between**

**MAN ADVERTISING CO.,LTD.**
**No,218 Street 158, Sangkat Tek La Ork III**
**Khan Toulkok, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**

**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: May 30th, 2018**

**Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **MAN ADVERTISING CO.,LTD.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner"**. The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Overhead pass Billboard**<br>**Size: 5mH x 20mW x 2face**<br>**Location: After Korki Market National road N1.** | $10,000USD. (Ten thousand US dollar only). | 12 months<br>**Date Start: 12 Sep 2018 to 12 Sep 2019** | -50%: confirm upon contract<br>-50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner*** *agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.

2.1.4 A time lapsed of a maximum of Ten days (10days) from the expiry date of this contract is offered without further extension or whatsoever.

2.1.5 **Media-owner** shall be responsible for injury cause by **ONLY** the following:

2.1.5.1 That the billboard broken and fell due to poor quality workmanship.

2.1.5.2 That the structure collapse due to poor quality foundation.

2.1.6 If Government decides to widen the road and billboard needs to be move to the new site, **Media-owner** will be responsible for moving of the billboard.

**2.2 Maintenance**

2.2.1 **Media-owner** agrees to maintain in good condition of billboard face and structure.

2.2.2 **Media-owner** agrees to replace and repair any part deemed to normal wear and tear during the term of contract.

**2.3 Commercial tax**

2.3.1 **Media-owner** agrees to pay commercial tax to city hall which is included in the rental price.

**2.4 Advertising license fee**

2.4.1 **Media-owner** agrees to bear all advertising license fee which is being included in the rental price

**3.0 Advertiser's Agreement**

*The Advertiser agrees to the following under the contract:*

**3.1** The contracted rental period is 6 months effectively upon the installation of the skin billboard (signage).

**3.2** To pay the **Media-owner** the full outstanding balance of this 6 months rental within 1 month (30) days upon the completion of set-up of the site and or date of invoice.

**3.3 Advertiser** will inform **Media-owner** one (1) month prior to the expiry of the contract, with the intention to renew.

**3.4 Advertiser** agrees to release **Media-owner** of all liabilities if the creative/artwork/layout provided to **Media-owner** contains inaccurate information, misleading public, health hazard, create social disorder, etc…

**3.5** In the event , if the contents of the billboard is offensive, misleading or otherwise **(3.4)** and is banned by the Cambodian Government Authorities, **advertiser** agrees that there should be no refund (if full payment has been made) and/or all outstanding payment for rental must be paid in full, in addition, there will be no replacement of lost time.

**3.6 Advertiser** agrees that the acceptance of the rental billboard does not constitute the acceptance of creative/ artwork/ layout provided to **Media-owner**.

**3.7 Advertiser** is responsible for all creative/ artwork/ layout provided to **Media-owner** and further agree that **Media-owner** reserves the right to decline creative/ artwork/ layout provided of its offensive or otherwise **(3.4)**

**4.0 Term & Condition of contract**

**4.1** In the event of the following acts of god or political situations beyond the control of the **Media-owner**, The **Media-owner** shall not be liable for any claims or compensation.

•Natural disasters confirmed by the media including earthquake, landslides tornados, hurricanes, typhoons, heavy flooding, fire and traffic accidents.

•Political instabilities included riots, vandalism, war, including direct intervention of Cambodian Government.

**4.2** The **Media-owner** is not responsible for the approval of the billboard design and will not be liable for any claims and implications resulting from the message placed.

**5.0 Delivery**

# Billboard Advertising Contract

**Between**

**MAN ADVERTISING CO.,LTD.**
**No,218 Street 158, Sangkat Tek La Ork III**
**Khan Toulkok, Phnom Penh**
**Kingdom of Cambodia**

**and**

**Multinational Advertising Group Pte**
**#52, Street 2019, Sangkat Phnom Penh**
**Thmei, Khan Sen Sok, Phnom Penh**
**Kingdom of Cambodia**
**Tel: 855-23 6329777.**

**Date: May 30th, 2018** **Reference: MAG-Billboard**

This contract outlines the covenant of the above parties for a period of 12 months. The effective commencement of contract is as specified below. From this point onwards, **MAN ADVERTISING CO.,LTD.** shall be referred to as **"Advertiser"** and **Multinational Advertising Group Pte., Ltd** shall be referred to as **"Media-owner"**. The billboard shall be referred to as **"Site"**.

**1.0 The contract**

The **Advertiser** agrees to rent the following mini billboard site from **Media-owner** at the following rates according to specified terms & conditions below:

| Site code | Location/Size | Price in USD | Validity Period | Term of Payment |
|---|---|---|---|---|
| **BB-PP** | **Overhead pass Billboard**<br>**Size: 5mH x 20mW x 2face**<br>**Location: Preak Leap**<br>**National road N6-Bridge N2** | $30,000USD. (Thirty thousand US dollar only). | 12 months<br>**Date Start: 20 Sep 2018 to 20 Sep 2019** | -50%: confirm upon contract<br>-50% after Skin completion pay final 50% |

*The price above includes the following subject to terms & conditions:*

1) **Media-Owner** Provides advertising service for 6 months.
2) Maintenance of site during term of contract.
3) Commercial tax to City Hall.
4) License fee 12 months.
5) Upon signing the contract – There shall not be any termination of contractual period.

**2.0 Media-owner Agreement**

***The Media-owner** agrees to the following of this contract:*

**2.1 Media rental**

2.1.1 To provide full 12months rental for billboard advertising to **Advertiser** accordingly to the validity period stated.

2.1.2 To offer **Advertiser** the first option to extend **one (1)** month prior to the expiry of this contract.

2.1.3 To allow **Advertiser** to change the billboard face as and when required. However, all cost of production, artwork, setup or whatsoever of new billboard face shall be fully borne by the **Advertiser**.