

## USAG Yongsan-Casey, DFMWR, CUSTOMER ACCOUNT # BP-10-21

## SALES/ADVERTISING CONTRACT

This contract is made and entered into this <u>05th</u> day of <u>April 2021</u> by and between FMWR, hereinafter referred to as the "Publisher" and, <u>CAMP KOREA</u> (<u>Mobile App Company</u>) (here in after referred to as the "Advertiser". In consideration of the mutual promises and covenant hereinafter contained, the parties agree as follows.

1. TYPE OF ADVERTISEMENT:

EPRINT ELECTRONIC

SIGNAGE

BANNER POLE SA

SADPROMO

(Only one type per contract)

2. <u>AMOUNT OF ADVERTISING</u>. I. Advertiser agrees to purchase Number of Days (Signage) or Number of Ads (Print). Advertisements will be placed in the following location: (1) <u>Banner Pole at location of Camp Casey</u>. Subject advertising will begin on <u>06 April 2021</u> for the number of <u>One (1)</u> **Month.** 

The contract will be automatically renewed for successive periods unless the requirement is not fulfilled or the contract is canceled by either party in writing within thirty (30) days prior to any anniversary date.

- 3. <u>RATE.</u> The rate charged for each advertisement placed should be that rate charged for contracts of this volume of advertising as stated in the Rate Card, in effect on the date of this contract. By execution of the contract, Advertiser certifies that it has received a current copy of the Rate Card from FMWR, USAG Yongsan.
- 4. <u>RATE CARD</u>. All advertisements are subject to the rates, terms, policies, and conditions contained in Rate Card on the contract date. In case of any conflict between the provisions of this contract and the Rate Card, then the Rate Card shall control.
- 5. PAYMENT TERMS. Payments for all advertising must be made within five (5) working days. At any time during the term of this contract, FMWR may refuse to insert advertising and may cancel this contract in the event that any bill is not paid when due or in the event of the actual threatened bankruptcy, liquidation, or insolvency of the advertiser or in the event of advertiser's inability to pay its debts as they become due. Advertiser's obligations under this contract shall survive any such termination. Any cancellation made pursuant to this paragraph will be subject to the rate adjustments described in paragraph 6 below. The fees are \$200.00 (15% discount advertising package deal) for 1 ea banner display on Banner Pole at location of Camp Casey. Glac is 557, Department code 9H and fund citation is KM1-RU-V0.
- 6. <u>CANCELLATION BY FMWR/PUBLISHER</u>. FMWR reserves the right to cancel this contract at any time, without notice, and for any reason, including the right to cancel for nonpayment. Publisher also reserves the right to review the volume of advertising placed on a quarterly basis and cancel this contract, at its sole discretion. If advertising placed falls 15% or more below the contract rate, any cancellation made pursuant to this paragraph will be subject to the rate adjustments described in paragraph 7 below. Failure of FMWR/Publisher to review the volume of advertising or cancel the contract for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustment.
- 7. RATE ADJUSTMENTS. If advertiser publishes advertising of a sufficient volume during the contract period to earn a lower rate according to the rate structure stated in the rate card an adjustment will be made, and any rebate automatically applied to the account for all advertising subject to this contract. If advertiser does not achieve the amount of advertising agreed upon in paragraph 1 within the specified period or if the contract is canceled for any reason prior to the expiration of the contract period, advertiser will be required to pay, in addition to any account balance owed, the differences between the rate charged during the contract period and the rate actually earned during the contract period according to the rate structure stated in the rate card for the total amount of advertising published during the contract period.
- 8. ERRORS AND OMISSIONS: ADVERTISER'S WARRANTIES. In the event of any error or omission in any advertisement, FMWR/Publisher shall not be responsible for any amount in excess of the cost of the advertisement in which the error appears. Advertiser must make claims of errors in invoices within thirty (30) days of the date of the invoice; otherwise such claims shall be deemed to be waived by advertiser. Advertiser represents and warrants that all statements contained in copy submitted by advertiser are true and advertiser agrees that it will indemnify FMWR/Publisher from liability, including reasonable attorney's fees and other cost of defense, arising from any actions or claims for libel, slander, disparagement, trade libel, invasion of privacy, or other causes of action resulting from publication/placement of advertiser's copy/signage.
- 9. CONTENT OF ADVERTISING. FMWR/Publisher reserves the right to edit or cancel any copy deemed objectionable or misleading.

BUSINESS & ADVERTISER NAME: CAMP KOREA (Mobile App Company) & Mr. Park, Min Gi

- 10. <u>ASSIGNMENT PROHIBITED</u>. This contract is personal to advertiser and may not be assigned without prior written consent of FMWR/Publisher; to be exercised or not exercised is FMWR/Publisher's sole discretion. Advertiser may not assign to, nor utilize the benefit of another person or entity, any of the advertising required to be purchased by advertiser hereunder without FMWR/Publisher's prior written consent.
- 11. MISCELLANEOUS. Advertiser agrees to pay all cost of collection to include reasonable attorney's fee if it becomes necessary to place for collection any bill incurred.
- 12. FORCE MAJEURE. The FMWR/Publisher will not be liable for any delays in delivery and/or non-delivery and/or damage due to acts of God, action by any governmental entity, fire, flood, earthquake, vandalism or other acts beyond the control of MWR/Publisher.
- 13. <u>CANCELLATION BY ADVERTISER</u>: Advertiser may cancel the contract by providing FMWR/Publisher written intent to cancel within 15 days of cancellation date. Fees will be prorated; however, discount rates will not be applied to contracts cancelled before anniversary date. Charges for the peroration will be assessed based on full price rates.

ADDRESS: Munb	ong-gil, Ilsan-dong-gu, Goyang-si, Gyeonggi-do	
SIGNATURE:		Youngsook Dallao
	(ADVERTISER)	(USAG Yongsan, Family and MWR RESPRESE TATIVE)
TITLE & DATE: _	CEO, App Designer	USAG Yengsan, DFMVR Marketing Manager