

# DIGITAL ADVERTISEMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS

This is an advertising contract ("Contract") made and entered into by and between:

**KAMITHIRAYA CORPORATION**, a corporation organized and existing under the laws of the Philippines with principal office at Corner Salem St., Phase 2, Filomena Subdivision, San Rafael, Tarlac City, Tarlac, hereinafter referred to as the "**Company**";

- and -

\_\_\_\_\_, of legal age, Filipino, and with address at \_\_\_\_\_, hereinafter referred to as the "**Client**".

Witnesseth: That –

**WHEREAS**, the Company is a fictional multiple universe with dimensions, realms and parallel realities, where millions and billions of amazing stories happen, and by accessing this site and/or downloading the BRU app;

**WHEREAS**, the Client is interested in placing advertising materials and promoting its product/brand/services/business through the Company's online platforms;

**WHEREAS**, the Client has already filled up an application form online, indicating therein type, frequency, duration, and format of the ad that they want to create and launch into the Company's online platforms;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the parties further agree as follows:

**ADVERTISING FEE:** The Client shall pay to the Company upon placement of the advertisement the amount indicated and agreed in the online application form, and in accordance with the agreed mode of payment. This amount is non-refundable unless the non-airing of the ad is due to the fault or negligence of the Company.

**CONTENT AND LAYOUT:** It is the Client's sole obligation to provide its own content and layout of the intended promotion and advertisement in accordance with

the format required by and compatible with the Company's online platform by uploading the same to \_\_\_\_\_ and sending a hard copy to the Company's office. In case of a need to edit, the Client shall be notified and the same must be resent to the Company before the intended release or publication of the advertisement.

In all cases, the Company is the final approver of said material. Be that as it may, the Company shall not be liable for any refund or claims incidental to the posting of the advertisement.

**NON-TRANSFERABILITY:** This Contract is personal to Client and is not assignable or cannot be subcontracted to any party in whole or in part without the prior written approval of Company. In case such approval is obtained, Client shall remain completely responsible for its obligations under this Contract and shall ensure the subcontractor's compliance with the terms and conditions of this Contract.

**INDEPENDENT CONTRACTOR:** Nothing in this Contract shall be construed as establishing or implying any partnership, joint venture or employer-employee relationship between the parties, and shall constitute either of the party as the agent of the other party or to authorize either party to: (i) incur any expense on behalf of the other party; (ii) enter into any engagement or make any representation or warranty on behalf of the other party; or (iii) commit the other party in any way whatsoever, without in each case obtaining the other party's prior written consent.

**CONFIDENTIALITY:** As used herein, "Confidential Information" means all data, reports, interpretations, forecasts, records, products, operations, processes, plans or intentions, financial or otherwise, product information, know-how, patents, design rights, trade secrets, market opportunities and business affairs of a confidential nature containing or otherwise reflecting information concerning Company which is not available to the general public and which shall be provided to Client or obtained by Client, in any manner whatsoever, together with analyses, compilations, studies or other documents which contain or otherwise reflect such information, whether before or after the date of this Contract.

During the effectivity of this Contract, or any modification, renewal or extension thereof, Client, its affiliates, partners, employees, representatives, or agent, shall not (i) reveal to anyone the Confidential Information at any time, except as otherwise authorized in writing by Company; or (ii) use the Confidential Information, directly or indirectly, other than for the purpose for which the same is obtained and in pursuance to the business operations of Company, including

the contents of this Contract and the reports, findings, conclusions and data referred to herein.

All Confidential Information shall remain at all times the exclusive property of Company and Client shall surrender all such information and any materials related thereto which Client possesses or over which it has control, to the Company immediately upon the completion or termination of this Contract or at any time prior thereto upon the request of the former.

This Section shall survive the termination of this Contract for any reason whatsoever.

**INTELLECTUAL PROPERTY:** Client acknowledges that the Company's trademarks and trade names, patents, and copyrights are the exclusive property of the Company and may only be used by the former after the Company's express written consent is obtained, provided said use is limited to the manner prescribed by the Company and only for the purpose of meeting its obligations under this Contract.

**FORCE MAJEURE:** In the event of any strike, lockout, war, civil disorder, or the happening of any natural calamity, such as fire, earthquake, flood, or similar causes beyond the control of the parties ("Force Majeure Event") which affects or may affect the performance of any of its obligations under this Contract, the affected party shall, within a reasonable period, notify the other party of the nature and extent of the Force Majeure Event.

Neither party shall be deemed to be in breach of this Contract if its delay, fault or non-performance of its obligations under this Contract is due to any Force Majeure Event for as long as it continues to use its best efforts to remedy the fault and recommence performance and provide alternate sources or workaround plans or other means. However, the Company shall have the right to suspend any payment should the Client fail to comply herein due to a force majeure, or look for another contractor who could provide the contracted services at the expense of the Client. If the Force Majeure Event lasts for thirty (30) days or more, consecutively or cumulatively, in any one year, the other party may immediately terminate this Contract upon written notice.

**NOTICES:** Unless a different mode is stipulated under this Contract, all notices, consents, and transmissions under this Contract shall be in writing and deemed sufficiently given if delivered by: (1) personal delivery; (2) reputable courier service, charges prepaid; or (3) registered mail with registry return receipt. These shall be addressed to as follows:

To the Company : Karl Von Salvador

Corner Salem St., Phase 2, Filomena Subd.  
San Rafael, Tarlac City, Tarlac

To the Client : Name  
Address

**INDEMNIFICATION:** Client shall be liable for and shall indemnify, defend and hold the Company, its affiliates, directors, officers, employees, stockholders, agents, and subcontractors free and harmless from and against any and all claims, judgments, actions, debts or rights of action, suits, expenses, costs, loss and damage (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties, legal fees, and other professional costs and expenses) arising from the content, form, implication, and theme of its advertising materials.

**NON-WAIVER OF REMEDIES:** A failure or neglect by Company to enforce at any time any of the provisions hereof shall not be construed or be deemed to be waiver of Company's rights hereunder nor in any way affect the validity of the whole or any part of this Contract nor prejudice Company's rights to take subsequent action.

**GOVERNING LAW AND JURISDICTION:** This Contract is governed by and shall be construed in accordance with the laws of the Philippines. The parties shall undertake to exert their best efforts to negotiate in good faith and settle amicably any dispute, controversy, or deficiency that may arise out of or relate to this Contract. If any such dispute cannot be settled amicably and the Parties deem it necessary to submit the same to litigation, the Parties agree to submit to the jurisdiction of a competent court in Tarlac City to the exclusion of all other courts of equal and competent jurisdiction.

IN WITNESS WHEREOF, the parties affix their signatures this \_\_\_\_\_ in \_\_\_\_\_, Philippines.

_____ <b>NAME</b> Designation Kamithiraya Corporation	_____ <b>NAME</b> Client
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Signed in the presence of:

_____ <b>NAME</b>	_____ <b>NAME</b>
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Republic of the Philippines        )  
\_\_\_\_\_                                ) s.s.

**ACKNOWLEDGMENT**

Before me, this \_\_\_\_\_, a notary public for and in \_\_\_\_\_, hereby certify that the above-named persons known to me to be the same persons who signed the foregoing instrument and acknowledged to me that the foregoing instrument is their free and voluntary act and deed and/or the entities they represent. I further certify that the foregoing instrument relates to the *Contract* consisting of five (5) pages including this page on which this certification is written and sealed by me with my notarial seal, sans annexes.

WITNESS MY NOTARIAL SEAL the date and place first above-written.

Doc No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No \_\_\_\_;  
Series of 20\_\_;