

ADVERTISING AGREEMENT ON ARUBA TOURIST CHANNEL.

This agreement is entered into by and between

_____ ,

with **KvK#** _____ hereinafter referred to as “Company”,

and **iSEA Corporate Counsel**, hereinafter referred to as “Agency”.

For and in consideration of the mutual promises contained herein, the Company and Agency do hereby covenant, contract and agree as follows:

1. **ADVERTISING FEE:** ONE HUNDRED US DOLLAR (US\$100) PER MINUTE to advertise on the Aruba Tourist Channel using the maximum advertising time of 15min per day rate fee.
2. **AGENCY:** Subject to the terms of this agreement, AGENCY does hereby appoint Company SERVICES ON **APPENDIX 1** as it's advertiser on Aruba Tourist Channel for twelve (12) months starting from **1st of October 2018** to **1st of October 2019** for the following purposes:
 - (a) Creating media assets (Filming and Photography) for Company services listed on APPENDIX 1 and placement of such on Aruba Tourist Channel.
3. **DUTIES:** Agency shall perform the following duties in reference to this exclusive package agreement:
 - (a) Video production (Pre and Post production) for all necessary media assets needed.
4. **COMPENSATION:** Company shall pay unto Agency for it's services the following:
 - (a) 50% of US\$ _____ on signing contract for the 1st 6 months; October, November, December 2018, January, February and March 2019;
 - (b) Remaining 50% on 1st of March 2019 for the remaining 6 months; April, May, June, July 2019.
5. **RENEWAL:** This agreement shall be automatically renewed in one (1) year increments unless either party gives sixty (60) days written notice to the other prior to the expiration of any one (1) year contract period of their intent not to renew.

MINUTES AVAILABLE TO BUY

<input type="checkbox"/> 5 Minutes	<input type="checkbox"/> 6 Monts Contract	<input type="checkbox"/> 12 Monts Contract
<input type="checkbox"/> 10 Minutes	<input type="checkbox"/> 6 Monts Contract	<input type="checkbox"/> 12 Monts Contract
<input type="checkbox"/> 15 Minutes	<input type="checkbox"/> 6 Monts Contract	<input type="checkbox"/> 12 Monts Contract

IN THE FOLLOWING CATEGORY (S)

- Beaches & Coves
 - Andicuri Beach
 - Arashi Beach
 - Baby Beach
 - Boca Catalina
 - Boca Grandi
 - Boca Prins
 - Dos Playa
 - Druif Beach
 - Eagle Beach
 - Hadicurari Beach
 - Malmok Beach
 - Mangel Halto
 - Palm Beach
 - Rodgers Beach
 - Surfside Beach
 - Wariruri Beach | Matividiri
- On the Water
 - Kite & Windsurfing
 - Parasailing
 - Underwater Tours
 - Private Islands
 - Scuba & Snorkel
 - Jetski | Jetlev | & Seabob
 - Deep Sea Fishing
 - Surf & Paddle Board
 - Kayak & Canoe
 - Sailing
- Natural Wonders
 - Arikok National Park
 - Bubali Bird Sanctuary
 - Caves
 - Natural Bridges
 - Natural Pool
 - Rock Formations
 - Sand Dunes
- Dining
 - Restaurant
 - Asian, Indian and Thai
 - International
 - Italian
 - Seafood
 - Central/South American
 - Caribbean
 - European and Dutch
 - Local Aruba Cuisine
 - North American
 - Steaks
 - Dessert
 - Coffee & Tea
 - Bakeries
 - Bars & Pubs
 - Food Trucks
- Nightlife
 - Casinos
 - Dance Club
 - LGBTQ
 - Party Bus
 - Festivals
 - Bar/Lounge
- Arts & Culture
 - Music
 - Local Artist
 - Art Schools
 - Art Galleries
 - Museums
 - Archaeological Museum
 - Cosecha
 - Etnia Nativa Art Gallery & Museum
 - Fort Zoutman Historical Museum
 - Lourdes Grotto
 - Masterpieces on the walls of San Nicolas
 - Museum of Industry
 - San Nicolas Community Museum
 - Terrafuse Aruba Glass Ceramics
- Sightseeing & Tours
- Shopping
 - Jewelry
 - Grocery Stores
 - Duty Free
 - Clothing & Footwear
 - Authentic Aruba
 - Arts & Crafts
 - Specialty Shops
 - Shopping Centers
- Wellbeing
 - Health/Drug Stores
 - Fitness
 - Spa
 - Volunteering
 - Yoga
- Sports & Golf

6. UNDER THE FOLLOWING TERMS AND CONDITIONS:

Article 1. Invoicing and Payments

Above mentioned responsibilities are to be accomplished by Agency on a monthly basis.

If Company declares himself in bankruptcy, and this contract comes to an end, Company will absorb 25% of the total charges of this twelve (12) months agreement.

If payment is not received by the 1st of March 2019, nor after the following days, the schedule will be on hold until payment is received.

Payment will be made to: iSEA Corporate Counsel or by transfer to;
Caribbean Mercantile Bank N.V.
Beneficiary: Acc# 628.107.09
Acc Name: iSEA Corporate Counsel

Article 2. Force Majeure

Neither parties hereto shall be responsible for damages caused by delay or failure to perform in whole or in part hereunder or noncompliance with any of the terms hereof when such delay, failure, or noncompliance is caused by, or results from acts of God, floods, perils of sea, war, or any other cause beyond reasonable control of the party who is in default, or who is unable to comply with the terms of this agreement.

Article 3. Indemnity:

Each party to this agreement hereby agrees to assume and to indemnify and hold the other party and his employees harmless from any and all liability, cause of actions, claims demands arising from any personal injury or death or property damage caused by its officers or the employees.

Article 4. Modifications

This agreement may only be modified by a written instrument executed by both parties

Article 5. Confidentiality

Each party hereto agrees to maintain confidentiality of the terms herein and any information subsequently provided by a party hereto pursuant to any provision hereof, including the mutually agreed total project sum. The General Agency shall not have the authority to assume or create any obligations, express or implied, on behalf of Owner without the Company's express written approval or authorization. This agreement confirms, that all the written information received by the Agency from Owner pertaining to this project will not be disclosed.

Article 6. Compliance with laws, rules and regulations:

Except as otherwise provided, Agency agrees to comply with all applicable laws, rules and regulations in accordance with the laws of Aruba.

Intellectual Property Rights

Article 1) ISEA Corporate Counsel will furnish for such lease service all the necessary creative elements, production facilities and services therefore and personnel and talent required for the appropriate marketing presentation of _____].

If this project requires from ISEA Corporate Counsel to design a product or service emblem or logo to finalize the project's image, and this product emblem, logo or project's image is not in this contract, all artwork remains property of ISEA Corporate Counsel and property of the author and it is allowed to be used only for the specific purposes. Further use of the artwork may be allowed by permission of the author releasing the rights to _____ to use it in further presentations. Design and/or production fees will apply.

Article 2) People, businesses or non-profit organizations participating in the lease service by means of interview or events are allowed to receive a copy of any of the media presentations. However, these businesses or organizations participating in the lease service by means of interviews or events are not allowed to use "their presentation" for personal or organizational use for promotional or informational material separated from the sales kit for which it was created.

Should they desire to use the sales kit presentation for informational or promotional use, such business or organization should contact ISEA Corporate Counsel and should assume production fees and receive the release of the material in written for further use for the benefit of ISEA Corporate Counsel.

Article 3) Every design, recording or filming project is delivered as the final product for newspaper (or radio or TV). ISEA Corporate Counsel does not deliver the work in process file, original files, digital files and/or programs to be changed or used for further projects.

Article 4) Compliance With Standards: video or photography materials provided by third parties must conform to the operating policies and the quality of the material must comply with the technical standards, and shall not contain copy or material which conflicts with product protection rights.

IN WITNESS WHEREOF, the undersigned parties have set their respective hands on the Date of Agreement recited in the contract. This Agreement becomes effective on the date it is signed by both Parties.

Thus agreed and signed in twofold in Aruba on _____

ISHWAR N. DARYANANI
ISEA CORPORATE COUNSEL