

Need Results? Go Digital!

D&W Solutions

St. Johns, Antigua

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Advertising Agreement

This Advertising Agency Agreement ("Agreement") is made and effective this day, _____, by and between D&W Solutions, a Digital Advertising Agency and *DHT Enterprise Ltd.*

D&W Solutions, being a Company duly registered under the laws of Antigua and Barbuda with registration number# B 38/09, is in the business of providing advertising agency services for a fee.

Advertiser desires to engage Agency to render, and Agency desires to render to Advertiser, certain advertising agency services, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants, and other valuable consideration herein contained, the parties hereto agree as follows:

1. Engagement.

Advertiser engages Agency to render, and Agency agrees to render to Advertiser, certain services in connection with Advertiser's planning, preparing, and placing of advertising for certain of Advertiser's services as follows:

A. Advertiser agrees to submit to Advertising Agency, for its prior approval, advertising materials to be used by the Advertising Agency which shall meet Agency's advertising specification requirements.

B. Agency has the right and option to approve, in its absolute discretion, the content of any advertising material that the Advertiser submits if the Agency finds that it does not meet the Advertising Specification. If it is objectionable to the Agency in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar, offensive or pornographic items, or for any other reasons, is the Agency sole discretion.

C. Prepare and submit to Advertiser, for its prior approval, estimates of costs and expenses associated with proposed advertising ideas and programs, if necessary.

D. Design and prepare, or arrange for the design and preparation of, advertisements.

E. Proof of accuracy and completeness of digital upload, displays, or other forms of advertisements.

F. Agency shall invoice Advertiser for all media costs, where possible, in advance of Agency's payment date. Invoices shall be submitted and shall be paid by Advertiser before ads go into rotation or that date as have agreed with and between Agent and Advertiser.

2. Services

A. Agency's engagement shall relate to the services agreed to, and between, with Advertiser, herein this Agreement.

3. Compensation

A. Agency shall receive an amount equal to that agreed with Advertiser pursuant to this Agreement.

B. Agency shall bill Advertiser for updates, change in information, or any other alterations to ads which would have already been running.

C. For time lost due to downtime, to include maintenance, repair or any other unforeseen circumstances, Agency and Advertiser agrees that that lost time shall be returned to Advertiser.

4. Ownership/Use

A. Agency shall insure, to the fullest extent possible under law, that Advertiser shall own any and all rights, title to copyrights, with respect to any copy, photograph, video, advertisement, music, lyrics, or other work or thing created by Agency at Agency's direction by and for Advertiser pursuant to this Agreement.

B. Advertisements created by Agency pursuant to this Agreement may be used by Advertiser outside the State of Antigua and Barbuda, provided that Advertiser shall be responsible for any additional expense associated with such use.

C. Agency shall indemnify and hold Advertiser harmless with respect to any claims, loss, suit, liability or judgment suffered by Advertiser, including reasonable attorney's fees and costs, based upon or related to any item prepared by Agency or at Agency's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by Advertiser and incorporated into any materials or advertisement prepared by Agency.

D. In the event of any proceeding, litigation or suit against Advertiser by any regulatory agency or in the event of any court action or other proceeding challenging any advertising material received from the Advertiser, Agency shall not be held responsible, therefore will not be liable for such action or proceeding brought against the Advertiser.

5. Term

A. The term of this Agreement shall commence on (Start Date) and shall continue in full force and effect until terminated by either party upon at least ninety (90) days prior written notice for Yearly Packages, seven (7) days for Monthly Packages, and three (3) days

for Weekly Packages provided that in no event (except breach) may this Agreement be terminated prior to end date. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination.

6. Rights upon Termination

A. Upon termination of the Agreement, Agency shall transfer, assign and make available to Advertiser all property and materials in Agency's possession or subject to Agency's control that are the property of Advertiser, subject to payment in full of amounts due pursuant to this Agreement

B. Upon termination, Advertiser agrees that any advertising, plan or idea prepared by Agency and submitted to Advertiser (whether submitted separately or in conjunction with or as a part of other material) which Advertiser has elected not to utilize, shall remain the property of Agency, unless Advertiser has paid Agency for its services in preparing such item.

C. Upon termination, Agency agrees to provide reasonable cooperation in arranging for the transfer of all advertising material.

7. LOSS OF DISPLAY AND INTERRUPTION OF SERVICE:

Customer acknowledges that if any Display or proposed Display Location becomes permanently or temporarily unavailable to DWS during the Term, or should any proposed Display Location become excessively burdensome to secure, or should any Display become completely or substantially obstructed, or partially destroyed or defaced, or should DWS for any reason change or terminate any Display location, DWS shall have the right to display Customer's Spots on an acceptable replacement location and all terms of this Agreement shall remain in effect. If the parties cannot mutually agree on another acceptable location owned or controlled by DWS (if any) within ten (10) days after notice by one party to the other of the occurrence of such an event, this Agreement shall terminate effective upon the expiration of such ten (10) day period and within thirty (30) days thereafter, as Customer's sole and exclusive remedy, DWS shall refund Customer on a pro-rata basis for any pre-paid then outstanding display time as of the effective date of termination.

Notwithstanding anything to the contrary herein, if DWS is unable start the Term by the effective date or deliver advertising as a result of force majeure, acts of war, terrorism, labor disputes, governmental regulations, restrictions or ordinances, power outages, vandalism, breakages, unforeseen interruptions, or similar causes not within DWS's reasonable control, such delay or non-delivery shall not be construed as a breach or termination of the Agreement; in such cases, Customer's sole remedy shall be a delay in the effective date (up to thirty (30) days) or an extension of the Term as necessary to utilize the Guaranteed Time paid for, but not received. If DWS is unable to deliver advertising for reasons reasonably within DWS's control, that result in non-delivery of advertising, such non-delivery shall not be construed as a breach or Termination of the Agreement. In such case, DWS shall provide a credit to Customer for Guaranteed Time paid for, but not received on a pro-rata, monthly basis. In the event of a delay beyond thirty (30) days from

the anticipated effective date or permanent loss of the Display, for whatever cause, the Agreement shall terminate and Customer's sole remedy shall be a credit for Guaranteed Time paid for, but not received on a pro-rata, monthly basis. Any credit to be provided pursuant to this paragraph shall be determined by calculating the amount of Guaranteed Time not received for a given annual period and providing an annual proportional credit for the same.

8. Default

In the event of any default of any obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.

9. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by email.

10. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties

11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Antigua and Barbuda.

IN WITNESS WHEREOF, the parties hereto have executed this Advertising Agency Agreement as of the date first above written.

Advertiser's Name (Registered Company's Name)

Advertiser's Signature

Witness

D&W Solutions

