

Vietnam Coracle Advertising Agreement

Terms & Conditions



PARTIES:

For the purposes of this Agreement, any mention of Party A and Party B hereafter refer to:

- **Party A:** Vietnam Coracle (represented by VNC Travel Ltd)
- **Party B:** {CLIENT NAME}

Furthermore, VietnamCoracle.com will be referred to as 'the website' hereafter.

TERMS & CONDITIONS:

An affirmative response to this Agreement indicates that Party B has agreed to advertise on the website according to the terms & conditions herein:

BANNER DETAILS:

- **Quantity:** {To Be Decided}
- **Type & Size:** {TBD}
- **Placement:** {TBD}
- **Price:** {TBD}
- **Duration:** {TBD}
- **Start/End Date:** {TBD}
- **Banner Artwork:** {TBD}
- **Banner URL Link:** {TBD}
- **Total Cost:** {TBD}
- **Payment Method:** {TBD}
- **Payment Currency:** {TBD}

PAYMENT:

Full payment must be made by Party B **in advance** of the start date of the advertising term. Party B's banner will not be live on the website until Party A receives full payment for the duration of the advertising term.

Payment is by Direct Bank Transfer in VNĐ or USD, unless agreed otherwise. If payment is by any other method, the currency and exchange rate will be agreed upon by both Parties prior to payment.

Prices **do not include** any service fees that Party B's bank or payment platform may charge for using their services, nor the issuance of a Commercial Invoice (see below)

COMMERCIAL INVOICE (VAT INVOICE) & CONTRACT:

If Party B requires a **Commercial Invoice** (VAT invoice) for this transaction, my supporting company, VNC Travel Ltd, can provide one. To receive a Commercial Invoice please provide the following information, and note that the total cost will be **subject to 8%** for this service:

- Company Name
- Company Tax Code
- Company Address

If Party B also requires a **Commercial Contract** for this transaction, my supporting company, VNC Travel Ltd, can provide one. The contract is bilingual (Vietnamese and English) and will be made in two (2) copies. Each Party shall keep one (1) copy of equal legal validity. The contract will be signed by both Party A and Party B.

CANCELLATION:

Once this Agreement is finalized and payment is made, there will be no refund for the cancellation of the advertising banner. If Party B wishes to cancel their banner at any point, they may do so, but there will be no repayment under any circumstances.

START, EXPIRATION & RENEWAL OF BANNERS:

After this Agreement is finalized, full payment has been made, and the banner design has been completed, Party B will be notified by email as soon as the banner is live on the website.

Party B will be notified by email five (5) working days prior to the expiration of the current advertising term. In the case that Party B would like to renew their advertisement term, they may do so by replying to the notification email. If there is no response to the notification email, Party B's banner will be automatically removed from the website on the day of expiration and the banner space will be for sale to other clients.

PRICE CHANGES:

The banner price laid out in this Agreement is guaranteed for the duration of Party B's advertising term. Periodically, depending on the performance of the website, banner prices may be adjusted. In case of any price changes, Party B will be notified in advance.

FORCE MAJEURE:

A force majeure event is an objectively unforeseeable event that affects a Party's ability to perform its obligations under this Agreement and cannot be overcome despite taking all necessary and reasonable measures. In accordance with this provision, the occurrence of any of the following events shall be deemed a force majeure event ("Force Majeure Event"):

Events arising from riots, war, national emergency, terrorism, fire, flood, earthquake, storm, tidal waves, or other natural disasters, or other events beyond human control, or events beyond the control of the website owner such as hosting matters, hacking & virus issues, etc.

Events arising from a Party being required to comply with decisions or requests of competent State authorities, or other cases as prescribed by applicable law.

Upon the occurrence of a Force Majeure Event, the affected Party must notify the other Party in writing as soon as they are informed of such matter, or latest within fifteen (15) days from the date the Force Majeure Event occurs or within five (5) business days from the date the Force Majeure Event ends, and provide documentation proving the Force Majeure Event, if available. The affected Party shall take all necessary measures to mitigate the impact of the Force Majeure Event and shall continue to perform its obligations under the Agreement that are not affected by the Force Majeure Event.

GOVERNING LAWS & DISPUTE RESOLUTION:

This Agreement shall be construed and governed by the laws of the Socialist Republic of Vietnam.

In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the dispute through negotiation and amicable settlement in the spirit of mutual understanding and respect for each other's rights and interests. If the dispute cannot be resolved through negotiation, it shall be finally settled by arbitration at the Vietnam International Arbitration Center (VIAC) in accordance with its Arbitration Rules. The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited procedure set out in Article 37 of the VIAC Rules of Arbitration. The arbitral tribunal shall consist of three (3) arbitrators: each Party shall appoint one

arbitrator, and the two arbitrators thus appointed shall select the third arbitrator. The seat of arbitration shall be Ho Chi Minh City, Vietnam.

All costs related to the arbitration, including but not limited to travel, accommodation, lawyers' fees, notarization, certification, and preparation of evidence (if any), shall be borne by the losing Party.

TERMS:

This Agreement is solely for advertising: Party A's only responsibility is to promote Party B's products or services through the placement of Party B's advertisement at agreed dimensions in agreed positions on the website. Party A is under no obligation to promote or write positively about Party B's products or services.

Party B agrees that there will be no financial compensation based on the performance of Party B's advertisement on the website.

Party B agrees that, should any dispute arise concerning Party B's advertisement on the website, this Agreement is binding and proof of agreement between Party B and Party A.

Party B assumes all risk and agrees to hold Party A harmless for any and all suits, claims, liabilities of any kind, and damages that might arise from this advertisement.

Party B agrees that, in the absence of Party B's signature, Party B's affirmative response in this Agreement will be considered confirmation of adherence to all details and terms above.

AGREEMENT:

Party A:

I, Thomas Scholfield Roland Divers, owner of Vietnam Coracle and director of VNC Travel Ltd, agree to honour all the details laid out in this Advertising Agreement.

Date: .../.../...

Thomas Divers

Party B:

{*CLIENT NAME*} agrees to honour all the details laid out in this Advertising Agreement by their affirmative response to this email.