

PLEASE USE BLOCK CAPITALS AND COMPLETE IN FULL

This contract is made by and between Forbes Custom Magazines and Sections, a division of Impact Media Global Limited (hereinafter referred to as the "Corporation"), represented for the present contract by:

\_\_\_\_\_ *Shelc O'Callaghan*  
 and (the Advertiser): \_\_\_\_\_ *Ministry of Finance + National Planning*  
 Represented for the present contract by: Mr/Mrs/Ms \_\_\_\_\_ *Aisake L'He*  
 Position: \_\_\_\_\_ *Minister of Finance & National Planning*  
 Address: \_\_\_\_\_ *P.O. Box Vuna Road,*  
 City: \_\_\_\_\_ *Nuku'alofa* Post Code: \_\_\_\_\_ *P.O. Box 87*  
 Country: \_\_\_\_\_ *TONGA* Date: (m/d/y) \_\_\_\_\_ *02/13/2015*

(hereinafter referred to as the "Advertiser"), who have concluded the present advertising contract, according to the clauses printed on both sides of the same, to the exclusion of all others.

The Corporation undertakes to include an advertisement in a report on:  
*Kingdom of TONGA*  
 which is to be published in Forbes magazine, with the following characteristics:  
 (please tick the appropriate size)

Double Page Spread    
  Full Page    
  2/3 Page    
  1/3 Page (vertical)  
 Double 1/2 Page    
  Half Page (horizontal)    
  1/3 Page (box)

Price: (in numbers) US\$ *130'000* (in letters) US\$ *One hundred and thirty five thousand US*

*Mistry SOC*

Remarks: *Payment 50% before 13<sup>th</sup> of Feb 2015*  
*& 50% on publication.*

Authorized by: \_\_\_\_\_ *Shelc O'Callaghan*  
 Corporation: \_\_\_\_\_ Advertiser: \_\_\_\_\_ *Mistry*  
*13 February 2015*

IN THESE CONDITIONS, the "Corporation" is Impact Media Global Limited.

WHEREAS, the Corporation is preparing a special report for Forbes magazine, and this Agreement makes available to the Advertiser the inclusion, in the special report, of the aforementioned advertising space;

WHEREAS, the Advertiser wishes to purchase advertising space in the above-mentioned special report;

THEREFORE, the Parties, having legal authority to enter into this Agreement in good faith and of their own free will, agree to the following terms and conditions which shall constitute the entire Advertising Agreement between the Parties ("Agreement") with respect to the aforementioned subject:

### I. Obligations of the Advertiser

a) Unless otherwise stipulated, the payment amount stated above is due and payable within thirty (30) days of the execution of the Agreement hereof, in US Dollars by bank transfer to a Bank account nominated by the Corporation on its invoice.

b) Compound interest at a rate of one and eight-tenths percent (1.8%) per calendar month shall be paid by the Advertiser on the outstanding balance should the Advertiser fail to fulfil its payment obligation as per Part I(a) of this Agreement. No additional demand for payment is required. If the Parties mutually agree that payment in instalments is acceptable, and if the Advertiser subsequently fails to fulfil any of the established conditions, the Corporation shall be entitled to demand and receive payment of the entire remaining balance, together with any interest due.

c) The Advertiser accepts and undertakes to remit to the Corporation materials in connection with the planned advertising space within fifteen (15) days of signing this Agreement. If the Advertiser fails to deliver these materials to be published in a timely manner, as defined above, the Corporation shall be entitled either;

- 1) to omit the planned advertisement, in which case the Advertiser remains liable for the full price of the advertisement, or;
- 2) to prepare the advertisement to be published without the Advertiser's artwork, in which case the Advertiser shall accept the advertisement as prepared and pay any additional cost associated with the Corporation's preparation of the advertisement. Further, the Advertiser authorizes the Corporation's use of such logotypes, designs and trademarks as the Corporation deems appropriate for the advertisement.

### II. Cancellation Policy

- a) Cancellation of the advertisement must be in writing and received by the Corporation within fifteen (15) days of the execution of this Agreement.
- b) Cancellations received after the expiration of fifteen days are subject to the Corporation's approval. In case of cancellation, the Advertiser remains liable for costs as previously stated in Part I(c)(2) above.

### III. Publication Date/ Errors

a) The Corporation does not warrant a publication date, and is not liable for publication delays. The Corporation, however, shall endeavour to inform the Advertiser of any foreseeable publishing delays.

b) The Corporation shall not be liable for any errors or omissions relating to the advertisement, but will endeavour to correct such mistakes or omissions in subsequent publications if the error or omission is a result of the Corporation's error.

### IV. Publisher's Rejection of Advertisement

a) The Corporation is not liable for the publisher's refusal to publish the planned advertisement due to the publisher's finding that the advertisement is contrary to the spirit of the publication or likely to evoke protest from the viewing public.

b) The Advertiser accepts sole responsibility for the contents of the advertisement and agrees to indemnify the Corporation and hold it harmless for all costs, claims and liabilities whatsoever incurred by the Corporation as a result of publishing the Advertiser's advertisement, including but not limited to libel and subsequent legal costs.

c) The Advertiser affirms that the contents of the advertisement do not in any way infringe upon any copyright or other intellectual, industrial property or other legally protected right. The Advertiser further affirms that the advertisement does not contain any pornographic, libellous or unlawful material and accepts full responsibility in this regard.

### V. Assignment

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that nothing contained herein shall prevent the Corporation from assigning this Agreement to any subsidiary and/or related company.

### VI. Jurisdiction and Forum

a) The contract, which incorporates these conditions, shall be construed under and governed by the laws of England and Wales. The Corporation shall have the right to vary this clause at its sole discretion on 10 days written notice to the Advertiser.

b) Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement. The Corporation shall have the right to vary this clause at its sole discretion on 10 days written notice to the Advertiser.

### VII. Miscellaneous

- a) This Agreement shall not be interpreted as covering the sale of text.
- b) If any part or one of the provisions of this Agreement shall be deemed unenforceable or invalid as applied to any particular case, such circumstances shall not render any of the remaining provisions unenforceable or invalid.
- c) This Agreement supersedes any prior agreements, negotiations and/or understandings between the Parties with respect to its subject matter. Any modification to this Agreement must be in writing and executed by both Parties, with the same individual signing on behalf of the Advertiser who executed the initial Agreement.