

DOYLE · DANE · BERNBACH · INC.

TO: JAMAICA TOURIST BOARD - Kingston, Jamaica

REGISTRATION No. 1066

We hereby agree to serve as your advertising agency in accordance with the following terms:

AGENCY SERVICES

We will perform the following services for you:

1. Study your problems, analyze your present and potential markets.
2. Employ in your behalf our knowledge of the available media and means which can profitably be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
 - a. Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, radio, television, trade papers or other appropriate media.
 - b. Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
 - c. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
 - d. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.
 - e. Audit and pay invoices for space, radio or television time, preparation and services.
5. Cooperate with your sales work to make your advertising more effective.

GENERAL PROVISIONS

You agree to place all commissionable advertising you may do, during the life of the agreement, through our agency. All sums payable to us shall be paid in New York, N.Y. in U.S. dollars.

We agree to secure your approval of all expenditures in connection with your advertising.

We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss, damage, destruction or unauthorized use by others of any of such property.

You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions: but you agree to assume our liability for all commitments, and to reimburse us for any losses we may sustain derived therefrom, and for all expenses incurred in connection with your advertising on your authorization, and to pay us any service charges relating thereto, in accordance with the provisions of this agreement.

Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.

You will indemnify us against any loss we may sustain as the result of any claim, suit or proceedings made or brought against us based upon assertions made for any of your products (or services) in any advertising which we may prepare for you and which you approve before its publication or broadcasting.

We expressly reserve the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article which, in our judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

CHARGES FOR ADVERTISING SPACE, RADIO AND TELEVISION TIME

You agree to pay us at current published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission or less than 15% agency commission, you agree to pay us at current published rates plus an amount which, together with the commission, if any, allowed by media, will yield us 15% of our total charge to you before cash discount.

RATE ADJUSTMENTS

If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, you are to pay us the difference, if any, between the amount due at the rate named in the contract and the amount due at the rate applicable to the quantity of space or time used, in accordance with such short rate payments as we may be obligated for in connection with your advertising.

If, in a medium having a schedule of graduated rates, more space or time than contracted for is used, we shall refund to you any excess you may have paid us over the amount due at the rate earned in accordance with such refunds as may be made to us by media.

We shall refund or credit to you any other funds received by us in connection with advertising space, time, or materials, for which you have paid us.

CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE AND TIME

The exact amount of cash discount allowed to us by media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

CHARGES FOR MATERIALS AND SERVICES PURCHASED

You agree to pay us the net cost, before deduction of cash discount, of all materials and services (other than space and time) purchased for you on your authorization, plus 15% of such net cost. Items to be billed on this basis include the following:

Art work, layouts, engravings, electros, typography, mats, transcriptions, film, video tape and other mechanical parts, storyboards, jingles, radio and TV talent, programs and facilities on which the agency does not receive commission from the broadcaster or producer, package design, testimonials, surveys contracted for with independent research organizations, etc.

If agency commission is allowed by broadcasters on network or station shows or on talent or other production costs, such commission will be retained by us.

CASH DISCOUNT ON MATERIALS AND SERVICES PURCHASED

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job.

CHARGES FOR SPECIAL SERVICES PERFORMED BY US

1. For the services listed below, performed by us on your authorization (as distinguished from services bought outside our organization), you agree to pay us at the prevailing rates listed on the attached pages "Current Charges" dated 12/10/62 (subject to change upon 90 days' notice):

Direct mail	Storyboards
Publicity	Finished art
Special research	Package design
Layouts	Jingles
Rescale layouts and mechanical make-up	Preparation of sales and service materials

2. You agree to reimburse us such cash outlays as we make in your behalf in connection with the following:

Forwarding and mailing (including packing, postage, express, taxes, import duties)
Long distance telephoning and telegraphing
Traveling (including sales conventions)
Copyrighting of advertising matter
Taxes incurred

3. You will furnish transportation to and from Jamaica, as well as normal accommodations, for agency personnel when their presence is required in Jamaica.

CHARGES FOR ADVERTISING PLACED OUTSIDE THE U.S.

If you should desire to place through some other advertising agency or other organization any advertising prepared by us outside the United States we are to receive such compensation as may be mutually agreed upon by us.

MINIMUM ANNUAL COMPENSATION

It is agreed that the minimum annual compensation to us will be at the rate of \$----- annually; payable in equal monthly installments.

Against this sum we will credit to you all commissions received from media and all commissions we add to production; art; mechanical and other charges. When \$----- in commissions is earned by us for the year, the regular terms of this agreement come into force. Credits will be made monthly against a prorated share of the annual fee with a final annual adjustment. In the event the agreement is terminated by either party at a time other than at the end of a 12-months period, the amount due us shall be adjusted on a monthly basis each month to equal one-twelfth of the minimum annual compensation of \$----- to the agency or the earned commission, whichever is greater.

TERMS OF PAYMENT

Two fundamental principles on which the client-agency-medium financial relationship is based are (1) that the advertising agency shall finance its own service, but not the advertising of its clients, and (2) that the advertising agency is held by media as solely liable for payment. Therefore, it is essential that we collect from you in time to pay media.

Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon, usually within ten days of billing date.

We reserve the right in case of delinquency in your payments to us, or such impairment of your credit as in our opinion might endanger future payments to us, to change the requirements as to terms of payment under this agreement.

TERMINATION OF AGREEMENT

This agreement will become effective July 1, 1963 and shall continue in force from that date until terminated by 90 days' notice in writing given by either party to the other and sent by registered mail to the principal place of business of the party to whom such notice is addressed.

The rights, duties and responsibilities of the agency shall continue in full force during the period of notice including the ordering and billing of advertising in media whose closing dates fall within such period.

Any uncancellable contract made on your authorization and still existing at the expiration of the agreed-on interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

Any materials, services, etc., we have committed ourselves to purchase for your account, or with your approval (or any uncompleted work previously approved by you either specifically or as part of a plan), shall be paid for by you.

Upon the termination of this contract, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

However, at termination, unused or unpublished advertising created by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, film, video tape, etc.

EXAMINATION OF RECORDS

It is understood that you may at any time during the life of this contract, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

DOYLE DANE BERNBACH INC.

BY *M. Dane*

CLIENT'S ACCEPTANCE

This agreement is accepted by

BY *[Signature]*

JAMAICA TOURIST BOARD.

Date JULY 22, 1963.

12/10/62

REGISTRATION NO. 1066

CURRENT CHARGES FOR SPECIAL ART & COPY SERVICES

PERFORMED BY DOYLE DANE BERNBACH INC.

Material for Commissionable Media

<u>Consumer Magazines</u>	<u>Layouts</u>	<u>Rescale Layouts or Mechanicals</u>		
B/W Page	\$ 69	\$34		
2-Color Page	86	35		
4-Color Page	115	46		
4-Color Spread	201	69		
 <u>Trade Magazines</u>				
B/W Page	40	23		
B/W Spread	75	46		
2-Color Page	46	23		
 <u>Newspapers - B/W</u>				
1300 - 2400 Lines	115	52		
700 - 1299 Lines	86	40		
699 Lines or Less	58	29		
 <u>Newspapers - Color</u>				
	<u>2 Clr.</u>	<u>4 Clr.</u>	<u>2 Clr.</u>	<u>4 Clr.</u>
1300 - 2400 Lines	\$132	\$287	\$57	\$69
700 - 1299 Lines	103	172	46	57
699 Lines or Less	75	115	35	46
 <u>Posters</u>				
B/W	115	57		
2-Color	172	57		
4-Color	287	69		
 <u>Television Storyboards</u>				
<u>Sketch or Polaroid</u>		<u>Film</u>		
1 Min.	\$402	1 Min.	\$517	
20 Sec.	287	20 Sec.	402	
10 Sec.	201	10 Sec.	316	
 <u>Finished Art and Photographs</u>		 <u>Jingles-Radio and Television</u>		
Individual fees determined in advance.		Individual fees determined in advance.		

Material for Non-Commissionable Media

Including: Direct Mail

Publicity

Sales Promotion Materials

Package Design

Preparation of Sales and Service Materials

Charges are made on the following hourly basis:

Art Directors	\$23.00
Copywriters	23.00
Sketchers and Letterers	17.25
Mechanical artists	11.50

Finished Art and Photographs

Individual fees determined in advance.