

PRIVATE AGREEMENT – ISLE OF MTV MALTA

This Agreement is entered into this 21st day of June 2017 by and between:

Malta Tourism Authority, having its address at Building SCM 01, Suites 301-306, Smart City Malta, Ricasoli, SCM 1001, Kalkara (VAT registration no. 1282 2423) (“**Partner**”);

Malta Marketing Company Limited, having its address at Building SCM O1, Suites 301 - 306, Smart City Malta, Ricasoli, SCM1001, Kalkara (company registration no. C34738 (“**MMC**”) and

Vicom International Media Networks UK Limited (a company registered in England under company number 10344647) having its address at 17-29 Hawley Crescent, London NW1 8TT (“**MTV**”).

Hereinafter each referred to as a “**Party**” and jointly as the “**Parties**”.

WHEREAS:

- (i) MTV is in the business of organising and promoting entertainment events, producing and broadcasting editorial programming and disseminating advertising media across its programming network;
- (ii) MTV shall be committing with the Partner the fundamental commitments relating to the promotion of the annual Isle of MTV Malta event taking place in each of 2017, 2018 and 2019 (the “**Events**”) and the Malta Music Week events leading up to each Event;
- (iii) Partner shall be purchasing advertising across certain MTV programming networks; and
- (iv) Partner shall be supporting MTV in organising the Events as an investment in the tourism industry of Malta; and
- (v) Partner and MMC shall be jointly and severally liable for Partner’s obligations under this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

A. General

Territory: Pan-Euro i.e. the territories in which the Channels are broadcast.

Channels: MTV Adria, Viva Austria, MTV Belgium (Wallonia and Flanders), Viva Germany, MTV Germany, MTV Denmark, MTV European, MTV Finland, MTV France, MTV Turkey, MTV Italia, MTV Netherlands, MTV Norway, MTV Portugal, MTV Polska, MTV Romania, MTV Spain, MTV Sweden, MTV Switzerland and MTV UK & Ireland. MTV will advise the Partner whether MTV Live HD will air the Programme. Partner acknowledges that this list of Channels may change in the event of any changes to MTV’s portfolio of channels during the Term, provided that should the list become considerably less as a result of a reduction in the total number of channels, MTV shall discuss and implement remedies for marketing exposure with the Partner.

Advertising Feeds: MTV Germany, VIVA Germany, MTV UK & Ireland, MTV Holland, MTV Italy, MTV Spain and MTV Euro. (Should any further MTV channel(s) launch in Europe during the Term, the Parties shall agree in good faith whether such channel(s) should be added to the media plans); and

MTV Websites: Those editorial MTV-owned & operated websites aligned to the on-air advertising channels as may be agreed by the Parties in media plans.

Social Channels: Media plans as agreed by the Parties may include MTV social channels (e.g. Facebook, Twitter, Snapchat).

Term: From the date of this Agreement until 30 September 2019 or the date of satisfactory completion of the Parties' obligations whichever is the earlier (subject to earlier termination in accordance with this Agreement).

B. Events

Events:

The location of the Events shall be Il-Fosos Square in Floriana ("**Venue**"). The Venue has been confirmed for 2017. Should the Partner wish to change the location for the Event in either of 2018 or 2019, both the new venue and any altered costings as a result of the new venue must be agreed with MTV by 30th September in the year prior to the relevant Event. The Partner acknowledges that all costs set out in this Agreement are based on the Event being held in Il-Fosos Square and should the location of the Event change, then there may also be an incremental increase in the costs payable by the Partner. Conversely, should the location of the Event change from Il-Fosos Square and there be identified savings as a result, the Parties shall agree how to allocate such savings. In all cases, any agreement on the change of Venue shall be subject to an agreement on the change in costs (be those changes either increases or savings). Attendees of the Events shall be free to access all areas of the Events, save for any restricted areas. The Parties will discuss and agree the timing and method of announcing the date of each year's Event, which subject to the agreement of both Parties, may, for each Event, be during the preceding year's Event.

The following table designates the number of people permitted in the identified restricted areas dependent upon the venue:

VIP Areas Table:

	Il-Fosos Square
<i>MTV VIP Area</i>	250
<i>MTA VIP Area</i>	750
<i>Local Sponsor Area</i>	550
<i>Pit</i>	450
<i>Corporate VIP Area*</i>	100
<i>Disabled Platform</i>	50
<i>* funded from Logistics Items budget vs Event production budget</i>	

Unless the Parties agree otherwise, MTV shall be responsible for the build of all structures at the Venue, including, without limitation, the VIP Areas set out in the VIP Areas Table immediately above (the "**VIP Structures**"). MTV shall use its reasonable endeavours to ensure that (a) the VIP Structures are dismantled/removed as soon as possible in order that the roads around the Venue can be used by 8.00 am two(2) days after the date of the Event (eg for

the Event in 2017 by 8.00 am on 29 June 2017) and (b) the main stage is dismantled within seventy two (72) hours of the Event.

Save for the Corporate VIP Area, the total build cost of the VIP Structures (including, without limitation, the costs of production management and security staff costs) is included in the Event costs set out in Section H below. MTV shall provide the Partner with a breakdown of these costs on request.

The Partner shall not undertake any agreement with any third party or permit any third party to build any structures at the Venue.

. MTV will reasonably consider engaging Maltese and non-Maltese suppliers for all aspects of Event production and staging, but shall be entitled to appoint whichever suppliers it deems appropriate in its sole discretion, based on its own supplier criteria.

MTV Responsibilities:

Subject to the paragraphs headed "Partner Responsibilities" and as may be set out in the "Local Promotion" segment below, MTV shall be responsible for managing all aspects of the Event production and staging including (without limitation) Event ticketing (as may be relevant in any year), booking and contracting with talent performing at the Events, all international marketing and promotion for the Events except for local on-the-ground promotion in Malta, and organising security. For the avoidance of doubt, MTV security will not be responsible for public crowd control or public areas.

Talent:

MTV shall share with the Partner the selection of talent performing at the Events and shall use its best endeavours to have artists confirmed in each year during the Term as follows:

- first artist on or by February 1st
- second artist on or by March 1st
- remaining artist(s) on or by April 15th

MTV shall have sole discretion in the final selection and booking of talent performing at the Events and in respect of any and all suppliers used by MTV in connection with the Events.

The Parties acknowledge and agree that general attendance and admission of the Event shall always be free of charge.

Post-Event Report:

Each year of the Term (after each Event and before September 30th of each such year), MTV will report on coverage and exposure on MTV platforms of the Music Week events (as such are referenced below in the "Local Promotion" paragraph of this Section B) AND commission a report for the review and benefit of the partnership which report will sample from amongst markets relevant to the partnership in order to measure and understand relevant metrics including (without limitation):

- awareness of the Event, including brand tracking study covering awareness, perception, consideration of Malta as a destination and action/intent to travel (or other as may be defined in advance by the Parties);
- exposure of the Event, including press coverage/clippings analysis, opportunities to see;
- reach of the Event content output, including ratings/impacts, reach delivered by the Programme and Promo Spots, Malta brand and competition media and impressions on digital and social channels;

- change in metrics for Malta as a destination; and
- any other metrics as may be mutually agreed by the Parties as relevant and beneficial.

The Parties will use the data and learnings from each annual report as a tool to discuss, identify and develop performance goals to reference for the subsequent year.

Partner Responsibilities:

The Partner shall, at its cost, be responsible for the following logistical items set out in (a) – (g) immediately below (the “**Logistic Items**”):

- (a) ensuring that MTV has the exclusive right to stage the Events at the Venue and that MTV has full access to the Venue at all times from the commencement of the build until the completion of the de-rig so that it can carry out all of its obligations in relation to the Event as set out herein;
- (b) obtaining and paying for all premises permits, music public performance licences and other permissions required for the staging of the Events;
- (c) ensuring that all general services and utilities that may be required to stage the Events are available at all times including adequate emergency services and first aiders;
- (d) in full cooperation with MTV, briefing, managing, organising and paying for appropriate public police security including, but not limited to crowd safety barriers and vehicle safety bollards (to ensure exclusion of unauthorised vehicle entries), and ensuring that adequate numbers of police officers are in attendance at the Events;
- (e) in furtherance of sub-section (d) above, Partner shall ensure the presence of a security “control room” at the Venue, planned and managed jointly by the MTV head of security (and MTV security representatives) and local public police security, where all security activities, systems and implementations can be monitored and controlled, including (without limitation) CCTV feeds from in and around the Venue;
- (f) arranging and paying for all accommodation, flights, on the ground transportation (including airport transfers, sound check transfers, performance transfers) for all talent performing at the Events along with talent entourage (twenty (20) rooms per talent performing for an average of four (4) nights) and for all MTV crew and competition winners, for as many days as may be reasonably required. In this respect, it is envisaged by the Parties that for each Event:

- (i) up to one hundred and twelve (112) return flights and eighty five (85) hotel rooms for crew members will be required (for four (4) nights’ accommodation on average).

The above numbers of flights, hotel rooms and nights’ accommodation are provisional figures calculated at the date of this Agreement and allocated to specific production services as set out in Schedule B. If for any year’s Event one or more of the services highlighted in Schedule B are provided by a supplier based in Malta, the Parties will review the number of hotel rooms provisionally allocated to those services and reduce or cancel them if possible.

- (ii) where possible, flights shall be purchased on the day that the request is made by MTV from Air Malta at the Partner’s

preferential rate (not to exceed three hundred Euro (€300.00) per person inclusive of taxes);

- (iii) up to eight (8) return flights and four (4) hotel rooms (sleeping two (2) persons for a minimum of two (2) consecutive nights in at least a four star hotel, such hotel to be chosen by the Partner) will be required for competition winners and their guests. Details of the competition (including the prize package) shall be approved by the Partner, such request for approval to be made by MTV at least five (5) days in advance; and
- (iv) MTV will visit the Venue prior to the Event taking place (in relation to the preparation and the organisation of the Event) and will require fifteen (15) return flights and fifteen (15) nights' accommodation in relation to such pre-event visits; and
- (g) ensuring that during and after each Event the Venue and surrounding areas are left in the same conditions as found before the Event.

The Parties agree that the annual contribution committed by the Partner for the Logistic Terms set out above shall be as indicated in the Tables found hereunder in Clause H.

Each year, the Parties shall cooperate to try to reduce the cost of the Logistic Items, and to try to confirm such reduction on or by September 1st of the year prior to the Event (e.g. confirm the reduction for the 2018 Event on or by September 1st of 2017). Notwithstanding the Partner's obligation to fund hundred per cent (100%) of the Logistic Items, MTV agrees as follows:

For the 2018 Event, if the Logistic Items cost is not reduced by fifty thousand Euro (€50,000), then MTV agrees to underwrite fifty per cent (50%) of that fifty thousand Euro (€50,000) reduction target (namely, twenty five thousand Euro (€25,000)) towards the Logistic Items cost in such year (which may be satisfied via value equivalence to the partnership in such year). Partner shall underwrite the remaining fifty per cent (50%) (namely, twenty five thousand Euro (€25,000)).

For the 2019 Event, if the Logistic Items cost is not reduced by hundred thousand Euro (€100,000), then MTV agrees to underwrite fifty per cent (50%) of that hundred thousand Euro (€100,000) reduction target (namely, fifty thousand Euro (€50,000)) toward the Logistic Items cost in such year (which may be satisfied via value equivalence to the partnership in such year). Partner shall underwrite the remaining fifty per cent (50%) (namely, fifty thousand Euro (€50,000)).

Local Promotion:

Partner shall, at its cost, be responsible for the local on-the-ground promotion of the Events in partnership with MTV. MTV acknowledges that Partner may appoint G7 Services Ltd. for these purposes. Partner will provide to MTV a written promotional plan for all local promotions activities and elements for MTV's approval at least twelve (12) weeks in advance of the Event (or later, as and if otherwise set out in this Agreement or agreed by the Parties in writing (which may be via email)). The plan shall include:

- detailed local marketing plans,
- plans for the music event(s) in the week leading up to the Event (the "Music Week"), and
- details of any marketing plans around Local Sponsor(s) (as that term is set out in Section D below).

Once approved, the Partner shall continue to consult with MTV and to obtain the approval of MTV in respect of any changes or additions to the local promotional plan. In particular, the Partner must not use any creative material in connection with the local promotions without obtaining the prior written approval of MTV, and any press activities led by the Partner must be conducted in conjunction with and with the prior approval of MTV. Further, the Partner shall not permit any third parties to undertake any promotional activities in or around the Venue or the Music Week venue(s) without MTV's prior written consent. MTV shall provide the Partner with a detailed map setting out the exact areas to which this provision applies.

C. Event Television Programme

Filming.

MTV shall have the exclusive right to film and/or record the Events by any means. As between MTV and Partner, MTV shall own the copyright and all other rights in such footage and recordings and shall be entitled to exploit such footage and recordings in any and all media in perpetuity throughout the world without restriction.

Programme.

MTV shall produce one sixty (60) minute programme from the footage and recordings of each Event (such Programme being provisionally entitled "Isle of MTV – Malta (Special)") for broadcast on the Channels. For the avoidance of doubt, MTV shall have control over all aspects of the Programme, including editorial and creative content, allocation of the production budget and duration and scheduling of the Programme, provided that MTV shall keep the Partner informed of discussions concerning the potential scheduling of the premiere broadcast of the Programme. Subject to all applicable broadcasting regulations and MTV's scheduling requirements, the Programme shall have one (1) premiere transmission and four (4) repeats on each of the Channels. For the avoidance of doubt, MTV does not give any guarantees in this regard. The Programme will be produced in English and sub-titled or dubbed on all non-English speaking Channels.

Subject to artist and label approval, the Programme will be made available for two (2) transmissions on the local Maltese national broadcast channel (PBS Limited), provided that these transmissions occur in the year in which the Isle of MTV Malta has taken place, although they must not occur before the Programme transmits locally on MTV Channels. It shall be for Partner to clear any music embodied in the Programme (except to the extent that MTV advises any such rights are already available for such transmission).

Promo Spots.

In respect of the each Event, MTV shall produce one (1) tune in spot for the Programme, which shall receive at least one hundred and forty (140) exposures on each of the Channels (42 in Italy) prior to the Programme premiere.

Promo Content for Partner.

MTV will provide video footage and still photographs to the Partner for use to create a 'sizzle reel' for promotional, non-revenue-generating business-to-business trade show purposes. Footage and/or still photographs featuring talent will be subject to talent and/or label approvals. The 'sizzle reel' may also be utilised by the following Partner affiliate: GMed Projects Ltd. (represented by Owen Spiteri, with its registered office at 2 Melfar Buildings, C De Brockdorff Street, Msida, Malta), provided that the affiliate's usage must be on the same terms and conditions as the Partner's usage. It shall be for the Partner (or the

Partner's affiliate, as relevant) to clear any music embodied in such video footage as utilised by the Partner or its affiliate (except to the extent that MTV advises any such rights are already available for the Partner's intended usage of the video footage).

D. Marketing and Sponsorship Activities

International Marketing and Sponsorship:

MTV shall use its reasonable endeavours to use any additional flight and accommodation packages that the Partner makes available to it (in addition to those provided for artists, MTV crew and pan-European competition winners) to obtain promotional and marketing exposure internationally for the Events and the Music Week from third party media partners, and shall consult with the Partner in respect of any such potential third party media partners. MTV shall integrate the Partner throughout the pan-regional and local marketing campaigns promoting the Events, the Music Week and the Programmes.

MTV shall be entitled to sell marketing and sponsorship packages for the Programmes on all of its platforms (which may include social channels) and on-the-ground at the Events and the Music Week for up to three (3) pan-regional Partners of its choice without restriction save that it agrees not to sell marketing and sponsorship packages to any third party which is a tourism board, body or authority.

MTV has the right to place advertising and/or branding for any of its sponsors as well as its own on-the-ground advertising and/or branding at the Events and the Music Week and, subject to the terms of the paragraph headed "Local Marketing and Sponsorship" below, no other branding or sponsorship shall be present at the Events without MTV's prior written consent.

Local Marketing and Sponsorship:

The Partner shall be entitled to sell local (directly or via its designee, G7 Services Ltd.) on-the-ground-only marketing and sponsorship packages to up to three (3) local third parties ("Local Sponsor(s)"). PROVIDED ALWAYS THAT:

- the Partner obtains the prior written consent of MTV before entering into any agreement or arrangement with such third parties (such consent not to be unreasonably withheld or delayed); and
- the Partner shall share local sponsor on-the-ground activation and on-the-ground branding proposals with MTV no later than eight (8) weeks prior to each Event/Music Week, and MTV shall have approval of such activations and integration.

E. Competition

MTV will run a Competition on its platforms in connection with each Event to win a trip to the Event. The Partner will provide 4-star accommodation, return flights and on-the-ground transport for the competition winner and his or her guest.

Where the Partner engages in any competitions or promotional activities with third parties in relation to the Event(s), the Partner shall ensure that MTV is not identified as a promoter of any such competition(s) and that any such third

parties do not and shall not have any rights to exploit or use any MTV logos or branding of any kind without MTV's prior express written approval.

F. Microsite

MTV shall continue to host a dedicated section within the MTV Websites to promote the Event, the Music Week and the Competition which shall be live from a date to be mutually agreed between the Parties and shall link through to the Partner's Website (www.visitmalta.com). The relevant Websites/sections will be versioned into English, Italian, French, German, Dutch, Spanish and Portuguese, and MTV will consult with the Partner as to the refreshed content thereon, which may include details about the Event and Music Week, links to operator booking pages, live performance footage from past Events (subject to clearances) and social network integration. For the avoidance of doubt, the *Post-Event Report* described in Section B above shall provide the Partner with exposure and traffic statistics related to the Microsite.

G. Advertising

Advertising Term: from 1 January until 30 September inclusive in each of 2017, 2018 and 2019.

Spot rates (and including rate discounts), spot durations, spot placement and general media allocations shall be as per media plans developed by MTV. Media plans may be altered by mutual written agreement of the Parties (which may be via email).

All on-air advertising is subject to inventory available at the time of booking. All spots must be booked by the Partner in accordance with MTV's standard terms and conditions available from time to time.

H. Investment Commitments and Partner Payment Terms

In consideration of, and conditional upon, the Partner investing the sum of one million, seven hundred thousand Euro (€1,700,000) per annum (including tax, if and where applicable) for the Event to be held in each of 2017, 2018 and 2019, MTV will make the listed MTV Contribution, all sums to be tentatively allocated as follows:

2017		
Service Description	Investment allocation €	
Production	75,000	MTV Contribution
Annualised Bonus Media	50,000	
Total	125,000	
Talent	280,000	€1,400,000 Partner Contribution (to be invoiced and handled by MTV)
Security	35,000	
Creative	20,000	
Digital	20,000	
Public Relations	20,000	
Event	750,000	
Media	350,000	Contribution to be handled by Partner (via Malta Tourism Authority)
Logistic Items	300,000	
Total	1,700,000	

2018		
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Service Description	Investment allocation €	
Production	0	
Annualised Bonus Media	90,000	MTV Contribution
Total	90,000	
Talent	280,000	€1,450,000 Partner Contribution (to be invoiced and handled by MTV)
Security	35,000	
Creative	20,000	
Digital	20,000	
Public Relations	20,000	
Event	765,000	
Media	310,000	
	250,000*	Contribution to be handled by the Partner (via Malta Tourism Authority)
Logistic Items	*presumes that cost savings of 50,000 have been identified as contemplated, but subject always to "Partner Responsibilities" terms in Section B	
Total	1,700,000	

2019		
Service Description	Investment allocation €	
Production	0	
Annualised Bonus Media	55,000	MTV Contribution
Total	55,000	
Talent	280,000	€1,500,000 Partner Contribution (to be invoiced and handled by MTV)
Security	35,000	
Creative	20,000	
Digital	20,000	
Public Relations	20,000	
Event	780,000	
Media	345,000	
	200,000*	Contribution to be handled by the Partner (via Malta Tourism Authority)
Logistic Items	*presumes that cost savings of 100,000 have been identified as contemplated, but subject always to "Partner Responsibilities" terms in Section B	
Total	1,700,000	

Payment of Partner Contribution:

Fifty per cent (50%) of the Partner Contribution shall be due in full in cleared funds on or by 1st of March in each of 2017, 2018 and 2019.

The remaining fifty per cent (50%) shall be due in full in cleared funds on or by 1st of May in each of 2017, 2018 and 2019.

Non-Payment:

If the Partner fails to pay any or all of the relevant Partner Contribution on or before the dates as set forth immediately above, MTV shall have the right in its sole discretion to terminate this Agreement with immediate effect and to cancel the relevant Event(s) in its/their entirety.

This right to terminate shall be in addition, and without prejudice, to any other termination or other rights MTV may have under this Agreement, at law or in equity, all of which MTV hereby expressly reserves.

Where MTV exercises this right to terminate, the Partner hereby acknowledges and agrees that upon such termination, it shall be liable for, and shall pay to MTV immediately upon demand, any and all Partner Contribution amounts incurred and/or committed by MTV up to the date of such termination and shall also be liable for, and shall pay to MTV immediately upon demand, any

and all cancellation fees assessed by any Talent booked, confirmed or who has otherwise agreed to appear at the Event. Without prejudice to the foregoing, MTV confirms, and Partner acknowledges, that MTV may begin to approach Talent well in advance of the Event, and that as such Partner Contribution costs in respect of Talent are likely to be incurred and/or committed from a very early time.

*General Payment
Terms:*

All MTV invoices will be paid by the Partner on or by the payment date reflected on such invoice. All sums set out in this Agreement are net of any VAT or other applicable sales taxes. All amounts due from the Partner under this Agreement shall be paid in full without any deduction, withholding or set-off. The Partner will pay interest on any late payment under this Agreement from the due date until the date of payment forthwith on demand. Such interest will be calculated on a daily basis at a rate per annum equal to four percent (4%) above the National Westminster Bank plc (or its successor's) base rate applying in England from time to time.

I. Logo Rights

MTV Licence:

MTV grants to the Partner a non-exclusive, non-transferable right to use the Event logo (which shall be created by MTV and which may differ each year for the Event) and any other relevant MTV logo(s) (the "Logos") during the Term solely in connection with the promotion of the Event and the Surrounding Activities and not for any other purpose PROVIDED ALWAYS THAT the Partner adheres to the MTV logo guidelines as provided to Partner from time to time in all treatments of the Logos.

All other rights in and to the Logos not expressly licensed hereunder are reserved to MTV.

No footage or photographs of artists performing or who are otherwise participating in the Event may be used by the Partner nor shall the Partner purport to authorise any third party to take or use footage or photographs of artists performing or who are otherwise participating in the Event without the prior written approval of MTV.

Partner Licence:

The Partner grants to MTV a non-exclusive, non-transferable right to use the Visit Malta logo (the "Visit Malta Logo") during the Term solely in connection with the promotion of the Event and the Surrounding Activities and subject to the Partner's consent in respect of any such use by MTV.

The Partner will fully indemnify MTV against any liability, damage, expense, loss, claim or cost incurred by MTV arising as a result of any infringement or alleged infringement of a third party's intellectual property rights by the exercise of the rights granted to MTV in this Section I.

J. Insurance

Each Party warrants and represents to the other that it shall maintain during the Term, an Employers Liability and a Public Liability Insurance which shall provide minimum cover of ten million Euro (€10,000,000). Each Party shall name the other Party as an additional insured on their relevant policies and shall, at least thirty (30) days before the Event, provide evidence of such policies to the other prior to the Event.

K. Surrounding Activities


It is agreed and acknowledged by the Parties that the Partner intends to host surrounding activities relating to the Event (the "Surrounding Activities"). Specifically, in connection with the holding of the Event, the Partner intends to hold an official after-party and before the Event, Music Week events in the days leading up to the Event. The dates of the Music Week shall be agreed by the Parties in advance each year, subject to the date of the main Event.

It is acknowledged and agreed that the Partner intends to work with G7 Services Ltd. as a partner in the Surrounding Activities, and that this partner may be referred to in marketing activities attached to the Surrounding Activities.

MTV shall create a style guide with guidelines for use of the Isle of MTV logo in relation to this Music Week partner and their logos and/or branding and shall integrate information on Music Week into the Isle of MTV website.

The Partner shall bear all costs of any such Surrounding Activities including all marketing and promotional costs. The Partner hereby agrees that it will:

- (a) obtain MTV's prior written approval of the use of the Event Logo in connection with the name given to all Surrounding Activities;
- (b) consult with MTV in deciding the Music Week partners and the structure, format and content of Surrounding Activities; and
- (c) seek approval from Music Week partners on use of their logos within Music Week marketing and promotional activity.



This Agreement shall be subject to MTV's Standard Terms set out at Schedule A, save that in the event of conflict between the Standard Terms and the terms set out in the body of this Agreement, the terms set out in the body of this Agreement will prevail.

No Party will disclose any information of a confidential nature received from the other Party to any third party save to its employees/professional advisers as these need to know, provided it does so on terms protecting the information. Each receiving Party will treat such confidential information with the same degree of care as it treats information of its own which it would not wish to be disclosed. Confidential information may only be disclosed if such disclosure is required by law or the disclosing Party has given its consent in writing.

If the Partner (a) materially breaches any term of this Agreement and does not remedy such breach within seven (7) working days of notification by MTV or (b) fails to make any payment due to MTV by the due date and such failure continues for thirty (30) working days after the due date or (c) compounds or makes arrangements with its creditors or becomes insolvent or if any order is made or resolution passed for its liquidation, winding up or dissolution or if a receiver or manager or administrative receiver or administrator is appointed over the whole or a part of its assets or if anything analogous to or having substantially similar effect to any such events shall occur under the laws of any applicable jurisdiction, MTV will be entitled to immediately terminate the sponsorship campaign and all other MTV obligations under this Agreement.

Partner and MMC shall be jointly and severally liable for Partner's obligations under this Agreement.

This Agreement shall be governed by and construed in accordance with English law. The dispute resolution provisions set out herein shall apply to any dispute, controversy or claim arising out of or in

connection with this Agreement, including any question regarding its existence, validity or termination, or any claim in tort, in equity or pursuant to any statute.

Any dispute shall be referred to and finally resolved by arbitration under the then current Arbitration Rules of the London Court of International Arbitration ("Rules"), as modified herein or as may be otherwise agreed by the Parties in writing. The number of arbitrators shall be three (3). The Parties shall each nominate one arbitrator. The third arbitrator, who shall be the chair of the tribunal, shall be nominated by the Parties, failing which the chair shall be appointed as provided in the Rules. The Parties agree that the Chairman of the tribunal shall be a national of a common law jurisdiction and may be a US national. The place and seat of arbitration shall be London, and the language of the arbitration shall be English. The tribunal is authorized to order interim and conservatory measures. The tribunal shall have the discretion to decide the case, in whole or part, solely on the documents submitted by the Parties. Except as may be required by law or as may be required to enforce this arbitration agreement or any award issued pursuant to this arbitration agreement, no Party (either directly or through its representatives) may disclose the existence, content, or results of any arbitration hereunder without the prior consent of the other Party. The costs of the arbitration shall be borne by the Parties equally, provided that each Party shall bear its own legal fees and costs. The Tribunal's awards shall be final and binding, and the Parties irrevocably waive their right to any form of appeal, recourse, or review of the award by any court or other judicial authority, insofar as such waiver may be validly made. Judgment upon the award may be entered in any court having jurisdiction.

Signature Page – Private Agreement – Isle of MTV Malta

For and on behalf of **Viacom International Media Networks UK Limited**

Name: SUKI GILL

Signature: 

For and on behalf of **Malta Tourism Authority**

Name: PAUL BUGEJA

Signature: 

By an authorised representative for and on behalf of **Malta Marketing Company Limited**

Name: DR GAVIN GULIA LLC

Signature: 



SCHEDULE A

STANDARD TERMS

1. SPONSORSHIP

1.1 The Partner acknowledges that certain parts of the Sponsored Property may be developed specifically for, and therefore exclusively sponsored by, another sponsor in which case the Partner shall not feature in that part of the Sponsored Property. The Partner acknowledges that if there are other on-line sponsors of the Sponsored Property, separate pages of a Microsite may be exclusively sponsored by another sponsor of such Microsite and the Partner's Button will not appear on such page(s).

1.2 MTV shall have full discretion over (i) the number, design, production and duration of any sponsorship billboards ("Billboards") containing sponsorship credit and the manner in which such Billboards are attached to the Sponsored Property, (ii) any tune-in spots promoting the Sponsored Property ("Promos"), and (iii) the design and production of any on-line sponsorship buttons ("Buttons"), provided that the Partner shall have the right of approval over the integration of Partner logo(s) within the Billboards and/or Buttons, such approval not to be unreasonably withheld or delayed. Any Button shall be 100 x 50 pixels in size and positioned "above the fold."

1.3 As between MTV and the Partner, all rights in the Billboards and Buttons (with the exception of Partner Materials featured therein) shall belong to MTV.

1.4 The Partner acknowledges that there are local laws/regulations that may restrict the transmission of sponsorship credit as follows:

(i) with respect to MTV Italia, where credit is attached to Promos, MTV only has the right to broadcast such Promos three (3) times per day during editorial airtime and any further transmission of Promos must be during commercial airtime;

(ii) with respect to MTV Croatia, MTV Serbia and MTV Slovenia, where the credit is attached to the Promo(s), MTV only has the right to broadcast such Promo(s) during commercial airtime.

(iii) with respect to MTV Netherlands, the Partner acknowledges that it is making a financial contribution towards the realisation of the broadcast of the Sponsored Property on MTV Netherlands, and that the credit will be attached at the beginning and at the end of each transmission of the Sponsored Property on MTV Netherlands in order to inform the viewers of the Partner's sponsorship of the Sponsored Property. The Partner shall be acknowledged as the sponsor of the Sponsored Property by the attachment of the credit at the end of each transmission of Promos on MTV Netherlands, but MTV only has the right to broadcast such Promos during commercial airtime on MTV Netherlands in order to comply with the relevant legislation in the Netherlands (including, without limitation, the Dutch Media Decree).

1.5 Although MTV shall endeavour to provide the total number of Sponsorship Exposures set out in the body of the Agreement and, subject to term 2.4 below, should MTV provide less than the specified number of Sponsorship Exposures on a particular Channel ("Missed Exposure(s)"), then the Partner shall receive Spots on that Channel at the rate of one (1) thirty second (30") Spot for each Missed Exposure(s), and this shall be the Partner's sole remedy for any Missed Exposure(s).

1.6 Notwithstanding the Partner's sponsorship of the Sponsored Property, MTV shall have full creative and editorial control over the Sponsored Property and the Promos, and the scheduling of each of them.

1.7 MTV reserves the right to syndicate programming of the Sponsored Property to other broadcasters, and the Partner acknowledges that any on-air sponsorship credit does not and will not extend to such other broadcaster's broadcast of the Sponsored Property.

1.8 MTV may at any time delay, suspend or withdraw the exhibition or publication of any sponsorship credits without incurring liability to the Partner if:

- (i) it believes that the Partner is in breach of this Agreement or that such exhibition or publication would violate any law or government regulation;
- (ii) following a complaint, direction or request from any owner or controller of any right in the Sponsored Property or the receipt by MTV of one or more reasonably justifiable complaints by a third party regarding the sponsorship or the sponsorship credits; or
- (iii) following changes to programming schedules, failure of transmission facilities or transmission errors.

2. PRODUCTION

2.1 Where MTV is to undertake any production under the Agreement, Partner shall provide MTV with a brief containing, without limitation, details around Partner's brand, Partner's preferences in relation to the on-air activity, on-line activity or incidental activity and details around what Partner wishes to achieve from the on-air activity or on-line activity ("Partner Brief") along with requirements of the specification, treatment, script, artwork or storyboards for the on-air activity, on-line activity or any incidental activity ("Partner Specifications"). Following receipt of a Partner Brief and Partner Specifications, MTV shall produce a production schedule ("Production Schedule").

1.2 MTV shall produce and submit the creative for the on-air activity or on-line activity or any incidental activity for approval by Partner and Partner shall give its approval (which shall not be unreasonably withheld, conditioned or delayed) in accordance with the Production Schedule. In the event of any unreasonable delay by Partner in the giving of such approval, an equivalent period of time shall be added to the delivery date(s). Partner must provide final approval of all MTV Produced Materials in accordance with the date(s) set out in the Production Schedule. MTV shall not be obliged to make any changes to the MTV Produced Materials requested after such date(s).

1.3 If Partner requests an alteration to the Production Schedule, the Parties shall use their best endeavours to agree a new Production Schedule. If the revised Production Schedule or any failure by the Partner to provide the Partner Materials and/or approvals in accordance with any timeframes agreed in writing (including by email) results in additional costs being incurred by MTV, or if Partner requires MTV to carry out any extra work arising from alterations to or departure from the agreed specification and format or requires any other changes to the on-air activity or on-line activity which are, in MTV's opinion, otherwise than of a minor nature, MTV reserves the right to charge Partner (and Partner agrees to pay) a reasonable additional fee covering such additional costs or such extra work. Partner shall pay such fee to MTV within thirty (30) working days of the date of an invoice from MTV. If the Parties are unable to agree a new Production Schedule, MTV shall have a right to terminate this Agreement on five (5) working days' written notice.

2.4 The Partner acknowledges and agrees that if, due to any delay or failure by the Partner to comply with its obligations as set out in this Agreement, the start date for the marketing campaign is delayed, it may not be possible for the end date of the campaign to be extended (for example if MTV does not have sufficient inventory after the original agreed end date for the campaign to deliver all of the agreed media). In such circumstances, the Partner shall have no remedy for any resulting Missed Exposures/Missed Impressions.

2.5 Where appropriate, MTV shall submit any Spots to be aired during commercial airtime that are part of the on-air MTV Produced Material for clearance by Clearcast and/or any other appropriate regulatory body. If such on-air MTV Produced Material is not accepted by the relevant regulatory body, MTV and the Partner shall discuss in good faith and mutually agree on whether to make any amendments that may be required to obtain the necessary clearance and the additional costs of doing so.

2.6 MTV warrants that the MTV Produced Materials are cleared for use on the Channels and the Websites in accordance with the terms of this Agreement.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Subject to Partner's rights in its name, logos, marks, the Partner Brief and/or Partner Specifications and all other materials provided to MTV by or on behalf of the Partner under this Agreement and all intellectual property rights in them (together, the "Partner Materials"), the MTV Produced Materials and any other content or materials produced by MTV under this Agreement and/or MTV's name, logos, trade and/or service marks and any intellectual property rights in them (together the "MTV Materials") shall, as between MTV and the Partner, be owned by MTV.

3.2 The Partner hereby grants to MTV a non-exclusive right to use the Partner Materials: (a) for the purposes of identifying the Partner in connection with this Agreement and otherwise as may be required in order for MTV to fulfil its obligations under this Agreement; and (b) (whether embodied in the MTV Produced Materials or otherwise) for promotional, research, file and reference purposes in any and all media in perpetuity, including without limitation on MTV's trade marketing website(s).

4. COMPLIANCE WITH LAWS AND REGULATIONS

4.1 Each Party shall observe and abide by all laws, regulations and codes as may apply in relation to the matters contemplated by this Agreement.

4.2 Without limitation to the generality of Term 4.1 above, the Parties acknowledge that the on-air activity and the on-line activity is subject to the laws, regulations, codes, orders, directions and/or by-laws issued from time to time by Ofcom, the ASA and/or other competent authorities in any part of the territory in which the Channels and Websites are distributed or may be accessed.

4.3 As MTV is subject to the United States Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the anti-corruption laws of other jurisdictions ("Anti-Corruption Laws"), Partner has not, and will not, directly or indirectly offer or pay, or promise to pay, or authorise such offer, promise or payment, of any money or anything of value to any government official or any other person in contravention of the Anti-Corruption Laws and further warrants, represents and undertakes that the Partner has not sought, and will not seek, whether directly or indirectly, to improperly influence any government official or other person or commercial entity. Partner further represents and warrants that the books and records of Partner [and its subsidiaries] are complete, accurate and in compliance with the applicable laws of each jurisdiction to which Partner is subject.

5. WARRANTIES

5.1 Each Party warrants and represents to the other that it has full power and authority to execute, deliver and perform its obligations under this Agreement.

5.2 The Partner represents, warrants and undertakes to MTV that:

- (i) all necessary licences, rights, permissions, clearances, consents and waivers for the transmission and/or publication of any Partner Materials on the Channels and Websites have been obtained and, where applicable, paid for, including, without limitation, any content or music appearing therein and/or for the appearance of any person in the same;
- (ii) no Partner Materials shall be defamatory of or infringe the rights of any third party or be obscene or prejudicial to the image of MTV or the Channels and Websites or expose MTV and/or its affiliates to civil or criminal proceedings;
- (iii) all Partner Materials shall comply with all applicable law and any guidelines issued by MTV from time to time and that due and careful enquiry has been made to ensure that nothing contained in the Partner Materials might make its transmission on the Channels or publication on the Websites illegal or actionable or in breach of the requirements of Ofcom or any other relevant authority, or of any requirements rules or regulations in country(s) in which such Partner Materials will be transmitted or published; and
- (iv) it fully complies with, and shall continue fully to comply with all the provisions of the Data Protection Act 1998 and any successor or similar legislation (including secondary legislation) and any other applicable data protection legislation in the United Kingdom and European Union.

6. INDEMNITIES

The Partner shall indemnify and keep indemnified MTV (and its parent, affiliates, ultimate holding company, general partner and all of their respective officers, directors, personnel, employees, independent contractors and agents) fully indemnified on demand in respect of any liability, damage, expense, loss, claim or cost incurred as a result of any breach by the Partner of any of its warranties and/or obligations under this Agreement.

7. LIMITATION OF LIABILITY

7.1 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other in respect of any incidental, consequential, indirect or special loss or damages (including without limitation economic losses such as loss of revenues or profits, contracts, business or anticipated savings), and/or any loss of goodwill or reputation, howsoever arising, whether in contract or in tort (save only in respect of any liability arising from death or personal injury caused by negligence, fraudulent misrepresentation or in any other action arising from fraud or deceit), and whether or not such Party was advised of the possibility of such loss or damages.

7.2 MTV's maximum aggregate liability arising in connection with this Agreement, whether based upon warranty, contract, tort or otherwise, shall not exceed the amount actually received by MTV under this Agreement. This Term 7.2 shall only apply to the fullest extent permitted by applicable law.

8. FORCE MAJEURE

8.1 No Party shall be liable to the other in respect of any non-performance of its obligations by reason of any force majeure event being an event beyond its reasonable control, including, but not limited to any act of God, civil war or strike, acts or threatened acts of war or terrorism, transmitter or satellite failure, computer network failure, legal enactment, governmental order or regulation, interruption or any other cause beyond their respective control ("Force Majeure") provided that in any such event the duration of this Agreement between the Parties shall, subject to the term of the Agreement and any rights to terminate the Agreement, be extended by the period for which such event continues.

8.2 NOTWITHSTANDING CLAUSE 8.1 WHERE, IN MTV'S DISCRETION IN CONSULTATION WITH ADVISORS AND PARTNER, HOLDING THE EVENT MAY PRESENT A RISK TO PERSONS AND PROPERTY DUE TO CONCERNS IN RELATION TO ANY FORM OF (SUSPECTED) TERROR ACTIVITY OR TERRORISM, MTV SHALL HAVE THE RIGHT IN AN ABUNDANCE OF CAUTION TO POSTPONE THE EVENT WITHOUT BEING IN BREACH OF THIS AGREEMENT. IN SUCH CASE, THE PARTIES WILL CONFER AND CONSULT ABOUT RESCHEDULING THE EVENT WITH THE PARAMOUNT GOAL OF TAKING ALL PRECAUTIONS AND MEASURES POSSIBLE TO SAFEGUARD PERSONS AND PROPERTY.

9. SERVICE OF PROCEEDINGS

If the Partner is not based in the United Kingdom, it shall irrevocably appoint an agent for service of proceedings within the United Kingdom and advise MTV in writing of the identity and contact details of such agent for service of proceedings. The Partner expressly agrees that any legal proceedings served on its agent in the United Kingdom shall constitute sufficient and lawful service on the Partner.

10. GENERAL

10.1 All notices to be given pursuant to this Agreement shall be in writing (excluding email except where expressly provided). Where a notice is sent to MTV, two copies shall also be sent to: Viacom International Media Networks UK Limited, 17-29 Hawley Crescent, London NW1 8TT one marked for the attention of Head of Legal and one marked for the attention of the Managing Director. Notice shall be deemed to be duly received (a) on the date of delivery where personally delivered or sent by registered or certified mail, (b) two (2) days after posting for first class or equivalent post if sent to an address in the same country, (c) seven (7) days after posting for first class or equivalent post if sent to an address in a different country.

10.2 The Partner may not assign, sub-license or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of MTV and any purported assignment, sub-licence or other transfer made without MTV's prior written consent shall therefore be invalid.

10.3 This Agreement (including, all documents referred to herein), constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes any previous agreements entered into between the Parties relating to the subject matter of this Agreement. No terms, representations, promises or conditions, oral or written, express or implied, have been made or relied upon other than those contained herein.

10.4 No alteration, modification or waiver of any of the terms of this Agreement shall be binding unless in writing signed by the Parties.

10.5 Nothing in this Agreement shall create or be deemed to create any joint venture, principal/agent or partnership relationship as between MTV and the Partner.

10.6 Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation or affect those parts of this Agreement which are valid.

10.7 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE B



IOMTV 2018
ROOMING LIST FOR C

A handwritten signature in blue ink, consisting of several loops and a vertical line at the end.

A handwritten signature in blue ink, featuring a large circular loop and a long horizontal stroke extending to the right.

