

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the last signature date below (hereinafter referred to as the "Effective Date") by and between **GM INTERNATIONAL CONFERENCES & EXHIBITIONS LTD**, a limited liability company registered under the laws of Malta with registration number C 33836, having its registered office at 147/1, St. Lucia Street, Valletta VLT 1185, Malta, duly represented hereon by its Director John A. Gauci-Maistre K.M. (hereinafter referred to as the 'Organiser') and the sponsor/exhibitor identified below (hereinafter referred to as the "Sponsor/Exhibitor").

Each hereinafter referred to as a "**Party**" and collectively the "**Parties**".

WHEREAS the Organiser organises the conference Malta Maritime Summit (hereinafter referred to as 'MMS') to be held between 3rd and 6th October 2016; and

WHEREAS the Sponsor/Exhibitor is willing to sponsor/exhibit in the MMS.

NOW THEREFORE, it is hereby agreed and covenanted between the Parties as follows;

1. Organiser's obligations

1.1 In consideration for the Sponsor's/ Exhibitor's participation in the MMS, the Organiser shall provide the Sponsor/Exhibitor the benefits as better set out in Appendix 1, which is incorporated and hereby made a part of this Agreement (hereinafter referred to as the 'Benefits').

2. Sponsor's/Exhibitor's obligations

2.1 For its participation as a Sponsor/Exhibitor in the MMS, the Sponsor/Exhibitor shall pay to the Organiser a fee as better set out in Appendix 2, which is incorporated and hereby made a part of this Agreement (hereinafter referred to as the 'Sponsorship/Exhibition Fee').

3. Sponsor Trademarks/Sponsor Materials

3.1 Subject to the terms and conditions of this Agreement, the Sponsor/Exhibitor grants to the Organiser the right to use the Sponsor's/Exhibitor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to the Organiser by the Sponsor/Exhibitor, in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the MMS and in accordance with Sponsor's/Exhibitor's trademark usage guidelines.

4. Applications

4.1 Applications for Sponsorship or Exhibition space at the MMS should be made on the official booking form. Both are allocated on a strictly 'first-come, first-served' basis.

5. Payments

5.1 An invoice will be issued on receipt of the booking form and payment should be made in accordance with the terms thereon. If the event is within 30 days of the stand or sponsorship package being booked, full payment shall be due upon booking.

6. Sponsors/Exhibitors Cancellations

6.1 Sponsors/Exhibitors wishing to cancel a booking must do so in writing to the Organiser. Receipt of such will be confirmed in writing by return. In the event of such occurrence, and in view of the fact that the Organiser incurs considerable costs prior to the event including marketing, promotion and administration expenses, the following charges for cancellations shall apply:

- 25% of the Sponsorship/Exhibition Fee if cancelled up to 16 weeks prior to the event
- 60% of the Sponsorship/Exhibition Fee if cancelled between 16 and 8 weeks prior to the event
- 100% of the Sponsorship/Exhibition Fee is payable for cancellations within 8 weeks of the event

7. Bankruptcy

7.1 In the event of an Exhibitor or Sponsor becoming bankrupt, or going into liquidation, or having an administrator or receiver appointed, or entering into a voluntary arrangement, the Agreement with him may be terminated at the option of the Organiser and the full Sponsorship/Exhibition Fee shall be due and payable with immediate effect.

8. Sub-Letting or Shared Stands

8.1 An exhibitor may only sub-let or share a stand with the prior written consent of the Organiser.

9. Registration of Staff

9.1 Staff from Sponsors and Exhibitors who wish to attend conference sessions (where applicable) at the event must register as full delegates, unless a specific prior arrangement has been made with the Organisers.

10. Information and Copyright

10.1 Information supplied by the Organiser in relation to the MMS is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation. Any inaccuracy, mistakes or omission in such information shall not entitle the Sponsor or Exhibitor to cancel this Agreement. All information and data relating to the Termination shall be without prejudice to any rights or liabilities of any Party arising prior to termination.

10.2 All information and data relating to the event is the copyright of the Organiser and cannot be passed on to any third party for any purpose. Lists and information relating to participants may only be used in relation to the Sponsor's or Exhibitor's presence at the MMS.

11. Websites & Links

11.1 The MMS website may link to other websites and networking tools, provided for the convenience of the users. The contents of these websites are maintained by their respective owners, for which the Organiser shall bear no responsibility; neither shall any responsibility whatsoever be assumed by the Organiser for contents of any website linking to the MMS website.

12 Term and Termination

12.1 Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through 13th October 2016, one week past the MMS date, unless earlier terminated as otherwise provided in this Agreement.

12.2 The Organiser shall be entitled to terminate this Agreement at any time for any reason. In the event the Organiser terminates this Agreement for any reason other than the Sponsor's/Exhibitor's breach, the Organiser shall refund any fees received from the Sponsor/Exhibitor, and at Sponsor's/Exhibitor's expense, return any materials, and equipment, hardware and/or software loaned by the Sponsor/Exhibitor for the MMS.

12.3 The Sponsor/Exhibitor may terminate this Agreement for breach by the Organiser after giving the Organiser at least thirty (30) days prior written notice specifying the nature of the breach, and giving the Organiser no less than thirty (30) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the thirtieth day.

12.4 If breach occurs fewer than thirty (30) days prior to the MMS, the Sponsor/Exhibitor may terminate this Agreement for breach if such breach is not cured by the first day of the MMS.

12.5 If the Organiser terminates this Agreement due to a Sponsor's/Exhibitor's breach, the Organiser shall retain any fees received from the Sponsor/Exhibitor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of the

Sponsor/Exhibitor shall be returned at the end of the MMS and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

12.6 If the Sponsor/Exhibitor terminates due to an Organiser's breach, the Sponsor/Exhibitor shall be entitled to seek a full refund of any fees paid, subject to the conditions stipulated under Clause 13.3 of this Agreement, and for the return of any equipment, materials and hardware or software of Sponsor.

12.7 Termination shall be without prejudice to any rights or liabilities of any Party arising prior to termination.

13. Indemnification & limitation of Liability

13.1 The Organiser shall have no liability whatsoever for any claims, demands, pretensions, costs, expenses, disbursements, fines, penalties, damages, losses or liabilities incurred by the Sponsor/Exhibitor or any other person directly or indirectly as a result of any services rendered pursuant to this Agreement except to the extent that and subject to this provision they are determined by a competent court or arbitrator to have resulted from the fault and/or negligence of the Organiser.

13.2 The Sponsor/Exhibitor shall hold harmless, release and indemnify the Organiser from any and all actions, suits proceedings, claims, demands, pretensions, costs, expenses, disbursements, fines, penalties, damages, losses and/or liabilities which may arise or occur, be taken, commenced, made, incurred by or sought from or against the Sponsor/Exhibitor or any other person as a result of any act or omission of the Sponsor/Exhibitor in connection with this Agreement and in relation to MMS or otherwise as a direct or indirect result of the facilities provided pursuant to the Agreement or in consequence hereof, except to the extent that, and subject to this provision, they are determined by a competent court or arbitrator to have resulted from the fault and/or negligence of the Service Provider.

13.3 The liabilities set out in this provision shall be subject to the proviso that the aggregate liability which may be attributed to the Organiser pursuant to the terms thereof shall be limited to the Sponsorship/Exhibition Fee paid by the Sponsor/Exhibitor.

14. Force Majeure, Alteration, Cancellation and Postponement

14.1 No failure or omission by the Organiser to perform or observe the terms and conditions of this Agreement will: (a) give rise to any right of action or claim against it; or (b) be treated for any purpose as a breach of this Agreement; if such failure or omission arises from any cause reasonably beyond the control of the Organiser, including but not limited to causes or circumstances that are unforeseeable or whose happenings are unpreventable or unavoidable.

14.2 It may be necessary for the Organiser to alter the advertised content, timing, date, location and/or site layout of MMS. The Organiser reserves the right to do this at any time during the term of this Agreement and without liability towards the Sponsor/Exhibitor for any expenditure, damage or loss incurred by him/her. In the event of such occurrence, the Organiser undertakes to provide the Sponsor/Exhibitor with notice of any alterations as soon as is reasonably practicable.

14.3 The Organiser reserves the right to cancel MMS at any time during the term of this Agreement and, in the event of such occurrence, undertakes to provide the Sponsor/Exhibitor with notice of the same as soon as is reasonably practicable.

14.4 In the event that the Organiser cancels MMS (pursuant to clause 14.3), the Sponsor/Exhibitor shall be entitled to either: (i) a credit for a future event organised by the Organiser of the Sponsor's/Exhibitor's choice (up to the value of the Sponsorship/Exhibition Fee); or (ii) terminate this Agreement with immediate effect and obtain a refund (calculated in good faith) of an amount that reflects the total sums paid by the Sponsor/Exhibitor at the date of cancellation minus the value of any Sponsorship/Exhibition Rights received by the Sponsor/Exhibitor prior to the date of cancellation. Any such refund shall be paid by the Organiser within 30 days of receipt of confirmation from the Sponsor/Exhibitor to terminate the Agreement.

15. Disclaimer

15.1 Whilst the Organiser shall make every effort to secure a high level of attendance of delegates to the event, for the avoidance of any doubt, no guarantee of delegate numbers can be given and no discounts or refunds are available if delegate numbers do not reach the projected levels.

16. Assignment

16.1 This Agreement may not be assigned by either Party without the prior written consent of the other Party.

17. Counterparts

17.1 This Agreement is executed in two (2) counterparts, whereas each Party shall retain one (1) counterpart. Each counterpart shall be deemed an original whereas both together shall constitute one and the same instrument.

18. Amendment and Supplement

18.1 Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

19. General

19.1 All notices to be given under this Agreement will be in writing. Notices may be delivered personally, by registered mail, email or facsimile transmission.

19.2 This Agreement shall be binding upon and endure to the benefit of the Parties hereto and their respective legal successors but shall not otherwise be assignable by either Party without the written consent of the other Party which consent shall not be unreasonably withheld.

19.3 No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. In order to be effective any waiver/s must be in writing.

19.4 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed by the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

20. Governing Law

20.1 This Agreement shall be governed by and construed in accordance with the laws of Malta.

20.2 The validity, interpretation and performance of this Agreement and the provision of the Service Provider's services to the Client shall be governed by and construed in accordance with Maltese law and will be subject to the exclusive jurisdiction of the Maltese Courts.

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed as of the day and year stated below.

JOHN A. GAUCI-MAISTRE K.M.
For and on behalf of **GM INTERNATIONAL
CONFERENCES & EXHIBITIONS LTD**