

Today, the 01 / 04 / 2021

There appear on this Agreement –

Of the one part -:

Albert Marshall ID Card No. _____ appearing hereon for and on behalf of **Public Broadcasting Services Limited**, hereinafter referred to as “PBS”;

And of the other part -

Mark Sammut, ID Card No. _____

hereinafter referred to as “Mark Sammut” or “the Executive Chair”, as the case may be.

Jointly referred to as the “Parties”.

TERMS AND CONDITIONS

1. Engagement

PBS hereby engages Mark Sammut, who accepts, as Executive Chair.

The functions and duties of the Executive Chair shall consist in the the carrying on, management and control of all operations and business of PBS.

This agreement is applicable and refers solely to the performance of new executive functions assigned to the Chair of the Company.



The position of Chair excluding the new executive functions remains governed by applicable laws relating to Directors of companies and standard remuneration for the position of Chair on the Board of the Directors is payable separately from any remuneration indicated in this agreement.

2. Contract

This Agreement may be amended from time to time with the concurrence of both parties. Amendments shall be executed in writing, dated, signed by PBS and the Executive Chair and such amendments shall be deemed to form an integral part of this Contract.

The various provisions of this contract are severable and if any provision hereof shall be held invalid, null or unenforceable by the Courts of Malta then such invalidity, nullity or unenforceability shall not affect the enforceability of the remaining provisions of this Contract.

3. Term

3.1 This agreement is for a definite period of three (3) years commencing on the April 1st, 2021.

3.2 This agreement shall be automatically renewed for further periods of two (2) years each unless one of the parties notifies the other at least six (6) months prior to the expiry of the term.

4. Financial Provisions

For all services rendered by the Executive Chair under this Agreement, he shall receive a financial package as indicated in the attached schedule marked **Document A**, which schedule forms an integral part of this agreement.

5 Attendance

Whilst having the right to provide his services on a flexi-hour basis, the Executive Chair shall be obliged to ensure that he delivers the service in such a manner as to properly execute the functions and duties of the post. The Executive Chair shall carry on and manage and control generally the operations and business of PBS and shall perform such other functions as may be required in the best interests of PBS.

6. Obligations of Employee

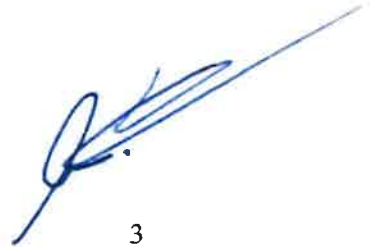
PBS declares that the Executive Chair has, on the date of signing of this agreement, fully disclosed his involvement in other businesses and / or limited liability company, which involvement is based on ownership and participation of a part-time nature ("Declared Involvements").

PBS declares that the Declared Involvements are not conflicting or do not appear to create any conflict with Executive Chair's position within PBS.

Executive Chair agrees to disclose any and all future involvements of this nature as the case may be.

7. Overseas travel

The Executive Chair shall be obliged to travel on PBS's business from time to time as may be necessary and in accordance with PBS 'policy.' PBS will reimburse any expenses incurred in this respect in accordance with the provisions of the attached Document A.



8. Extent of Services

The Executive Chair shall devote such time, attention and energies to the business of PBS as shall be required for the proper fulfillment of his role and functions.

9. Termination

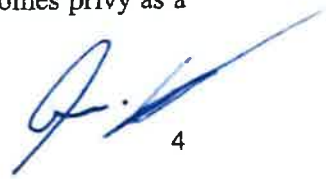
9.1 In addition to the provisions of article 3.2 *supra* of this Agreement, PBS shall have the right to terminate the engagement of the Executive Chair in the event of any good and sufficient cause and/or in the case of unjustified proved non-performance or proved material breach of this Agreement on the part of the Executive Chair.

9.2 On his part the Executive Chair may terminate his engagement and resign from his position at any time by giving one (1) months 'notice to PBS.

9.3 Upon termination of this agreement for whatever reason, Mark Sammut shall not at any time thereafter represent himself as being in any way connected with the business or affairs of PBS and shall return to PBS any and all property of whatsoever nature (including any document, computer file or other tangible item which contains any confidential business information) which belongs to PBS and which was provided to him by way of his engagement as Executive Chair.

10. Confidentiality & Dedication

The Executive Chair shall, during the term of this Agreement, as well as after its expiration or termination, treat as confidential any information concerning or confidential to PBS and/or any of its clients to which he becomes privy as a



result of or incidental to the performance of his duties as Executive Chair of PBS.

11. Executive Chair's Warranties

The Executive Chair warrants that -:

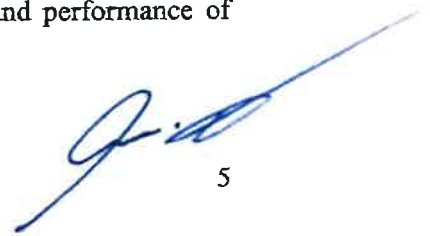
- a. all services to which this Agreement applies shall be performed by him diligently and to a high standard of professional competence;
- b. he shall not carry on or be engaged in or have an interest in any other economic activity or business which may create a conflict of interest with his role as Executive Chair of PBS;
- c. while performing the services required by this Agreement he shall not infringe upon nor violate any of the laws of Malta related to the performance of such services.

12. Notices

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (i) delivered personally, or (ii) by the mailing of such notice to the parties entitled thereto, by registered or certified mail, postage prepaid to the parties at any such address designated in writing by one party to the other.

13. Personal Data

Any personal data contained in this contract or which shall come to the Parties' knowledge in pursuance of this Agreement shall only be processed for/in the execution of this contract and for the exercise of rights and performance of obligations included herein.



14. Subject Headings

The subject headings of the articles, paragraphs and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

15. Applicable Law

This Contract which shall be deemed to be a Maltese contract, shall be governed by and construed and enforced in accordance with and subject to the laws of Malta. The Maltese Courts shall have exclusive jurisdiction to hear and determine all disputes arising out of this Contract and the parties hereby submit to the jurisdiction of the Maltese courts for the hearing and determination of disputes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the



ALBERT MARSHALL

f/Public Broadcasting Services Ltd



MARK SAMMUT

Document A

Financial Package

	Per annum
Basic salary payable on a monthly basis in arrears	Euro80,000
Car Allowance	Euro9,800
Petrol Allowance	Euro2,000
Fully paid family health insurance	
Fully paid mobile phone access	
Performance Bonus	15%

