

AGREEMENT

Dated 10 October 2003

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

AND

THE AMERICAN CHAMBER OF COMMERCE IN HONG KONG

**AGREEMENT
IN RELATION TO
HONG KONG HARBOUR FEST 2003**

THIS AGREEMENT made on the 10th day of October 2003

PARTIES:

- (1) **THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION** (the "Government") as represented by THE DIRECTOR-GENERAL OF INVESTMENT PROMOTION at Suites 1501-6, Level 15, One Pacific Place, 88 Queensway, Hong Kong; and
- (2) **THE AMERICAN CHAMBER OF COMMERCE IN HONG KONG** (the "AmCham"), a registered society whose principal office is at 1904 Bank of America Tower, 12 Harcourt Road, Central, Hong Kong.

RECITALS:

- (A) AmCham has made a proposal to the Government for the convening (through a special purpose vehicle of AmCham wholly-owned by members of AmCham (the "SPV") of an entertainment showcase festival in Hong Kong, to be called "Hong Kong Harbour Fest" the first such Hong Kong Harbour Fest to be held within the period between 1 October 2003 and 30 November 2003 (the "2003 Festival").
- (B) The Government has agreed to support the Hong Kong Harbour Fest and to underwrite the shortfall between the organising expenses for and the revenue generated from the 2003 Festival in the form of a fee (the "Sponsorship Fee"), the aggregate amount of the Sponsorship Fee not to exceed HK\$100 million which shall be the maximum amount payable under this Agreement by the Government in relation to the 2003 Festival.
- (C) On each of 31 July, 29 August and 3 October 2003, AmCham and the Government entered into legally binding memoranda of understanding in relation to the 2003 Festival (the "MoUs").
- (D) This Agreement has been entered into for the purposes of setting out in detail each party's obligations with regard to the convening and underwriting of the Festival as envisaged by the MoUs.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following expressions have the following meanings:

- “2003 Festival”** means the Hong Kong Harbour Fest 2003 that is scheduled to take place during the period between 1 October 2003 and 30 November 2003 in Hong Kong;
- “2003 Festival Accounts”** means the audited accounts of the SPV (and AmCham, as the case may require) prepared in relation to the 2003 Festival which shall detail the Organising Expenses, relevant revenues and the Net Deficit;
- “Business Plan”** shall have the meaning given in Clause 2.2, or the revised plan as set out in Clause 2.6 and accepted by the Government;
- “Business Day”** means a day on which HSBC is open to the public for normal consumer banking business;
- “Festival”** means the Hong Kong Harbour Fest in Hong Kong;
- “Festival Venue”** means the location known as the Tamar Site on Harcourt Road, or other location which may be agreed in writing by AmCham and the Government;
- “Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

"Indicative Budget"	means the latest budget agreed by both parties as set out in the Second Schedule;
"Indicative Proposal"	means the up-to-date programme of events agreed by both parties as set out in the First Schedule;
"Intellectual Property Rights"	means (i) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights;
"Net Deficit"	means the shortfall (if any) between the Organising Expenses and all recognised revenues represented in the 2003 Festival Accounts as cash at bank or in hand which cash is available for payment or distribution by the SPV (not including the Sponsorship Fee as a revenue item for these purposes) associated with and generated by the 2003 Festival in the period to which the 2003 Festival Accounts are made up;
"Organising Expenses"	means all costs and expenses of an actual or contingent nature (including, without limitation, all taxes, deductions, withholdings and liabilities of AmCham and the SPV whatsoever) in each case in relation to the 2003 Festival as initially detailed for information purposes only in the Indicative Budget (as may be amended from time to time in accordance with the

provisions of this Agreement) as shall be detailed in the 2003 Festival Accounts;

"Performing Talents" means the named artists and performers in the Indicative Proposal or other artists and performers as may be agreed by AmCham and the Government from time to time;

"Sponsorship Fee" means the sum specified in Clause 3.2; and

"Sponsorship Rights" means the rights and powers set out in the Third Schedule.

- 1.2 The Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 References to Clauses are to Clauses in the main body of this Agreement, and references to Paragraphs are to Paragraphs of the Schedules.
- 1.4 References to the singular include the plural and vice versa, and references to one gender include the other gender.

2. BUSINESS AND BUDGET

- 2.1 AmCham shall, with the financial support of the Government as detailed in this Agreement, use its best endeavours to manage the organisation, operation and implementation of the 2003 Festival in accordance with the intended objectives, event mission, rationale and tentative calendar of events for the 2003 Festival set out in the indicative proposal by the Sports and Entertainment Committee of AmCham (as detailed in the **First Schedule** of this Agreement (the "**Indicative Proposal**").
- 2.2 AmCham shall, in consultation with promoters, sponsors, advisers, agents, producers and other persons involved in the 2003 Festival (including the Government), develop the Indicative Proposal as may be necessary or convenient with a view to making a success of the underlying objectives of the 2003 Festival, such document to be adopted as the business plan in relation

to the 2003 Festival ("**Business Plan**").

- 2.3 AmCham may conduct the business of managing, organising, operating, implementing, promoting and marketing the 2003 Festival (the "**Business**") through Red Canvas Limited, a company incorporated in Hong Kong under registration number 718441 (the "**SPV**") wholly-owned by members of AmCham, whose registered office is at Suite 2001, Mass Mutual Tower, 38 Gloucester Road, Wan Chai, Hong Kong, provided that AmCham shall not be relieved from any of its obligations hereunder by the engagement of Red Canvas for the performance of any part of this Agreement.
- 2.4 The indicative budget for the Festival is set out in the **Second Schedule** of this Agreement (the "**Indicative Budget**").
- 2.5 AmCham shall, in consultation with and subject to the scrutiny of its (or the SPV's) accountants and the Government, develop the Indicative Budget and adopt it as the budget in relation to the 2003 Festival ("**Budget**").
- 2.6 If AmCham wishes to materially alter the Business Plan or the Budget then AmCham shall provide the Government with full written particulars of such alterations and with such further information as the Government may reasonably require including up-to-date particulars of the then estimated final amount of the Sponsorship Fee, subject to the maximum Sponsorship Fee of HK\$100 million.
- 2.7 Upon receipt of such revised Business Plan or the revised Budget the Government may elect either:
- (a) to accept such revised Business Plan or revised Budget in writing, in which case this Agreement shall be amended in accordance therewith;
or
 - (b) to accept such revised Business Plan or revised Budget subject to such modifications as may be proposed by the Government. In the absence of written agreement as to modifications within 10 days after the date of receipt of the revised Business Plan or revised Budget, the Government shall be entitled to reject the revised Business Plan or revised Budget in accordance with paragraph (c) below; or

(c) to reject the revised Business Plan or revised Budget in which event AmCham shall withdraw the revised Business Plan or revised Budget and this Agreement shall continue in force unchanged.

2.8 The Government shall not be obliged to consider or make any modifications to the revised Business Plan or revised Budget save in accordance with the aforesaid procedure.

3. UNDERWRITING FEES

3.1 In consideration of AmCham's agreement to manage the organisation, operation and implementation of the Festival to fulfil its obligations stated herein, the Government shall (subject to the matters set out below) pay to AmCham the Sponsorship Fee.

3.2 The Sponsorship Fee shall be HK\$100 million but shall be reduced (upon finalisation of the 2003 Festival Accounts) to the extent that the Net Deficit is less than that amount. The maximum amount repayable to the Government shall be \$100 million. It shall be assumed, for accounting and practical convenience only until the 2003 Festival Accounts are finalised, that the Sponsorship Fee shall be \$100 million.

3.3 The Sponsorship Fee shall be for use by the SPV in relation to the 2003 Festival.

3.4 HK\$25 million was paid to AmCham upon execution of the first MoU on 31 July 2003, and a further HK\$25 million on each of 29 August and 3 October 2003. The aggregate sum of HK\$75 million already paid to AmCham represents an advance of the Sponsorship Fee.

3.5 In the event that the amount advanced by the Government to AmCham exceeds the amount payable under Clause 3.2, AmCham shall take all steps necessary to the intent that the SPV shall refund the excess to the Government as the Government shall reasonably direct.

3.6 The balance of the Sponsorship Fee (or any part of it not then drawn-down)

shall be made available to AmCham by way of banker's cheque or draft payable in Hong Kong (in such amounts as it shall think fit to draw down) upon 3 Business Day's notice in writing (unless otherwise agreed between the parties in writing) to the Government in accordance with this Agreement.

4. SPONSORSHIP RIGHTS

- 4.1 AmCham hereby grants to the Government the Sponsorship Rights as set out in the **Third Schedule**.

5. THE GOVERNMENT'S OBLIGATIONS

- 5.1 The Government agrees to observe and perform the obligations set out in the **Fourth Schedule**.

6. AMCHAM'S WARRANTY AND UNDERTAKING

- 6.1 AmCham hereby represents, warrants and undertakes to the Government the matters set out in the **Fifth Schedule**.

7. DISCLOSURE OF FINANCIAL ARRANGEMENT

- 7.1 AmCham hereby acknowledges and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to AmCham, disclose to any person in such form and manner as the Government deems fit the Sponsorship Fee and any other fees, costs and expenses payable to AmCham pursuant to this Agreement.

8. CUSTODIAN OF RIGHTS

- 8.1 Having regard to the objectives and mission of the Harbour Fest as set out in the **First Schedule**, the parties acknowledge and agree that the Government is

the owner of all of its Intellectual Property Rights, sponsorship and other rights and privileges in relation to the Hong Kong Harbour Fest. AmCham and the SPV shall be the custodian (for all the people of Hong Kong) of all rights granted, assigned or transferred to AmCham by the Government under this Agreement, which permit AmCham to promote, operate and manage the Hong Kong Harbour Fest in conjunction with the SPV.

- 8.2 On 31 December 2008, AmCham shall re-assign or re-transfer all and any such rights and privileges (or procure the same) back to the Government for the benefit of the people of Hong Kong and shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Clause 8 into full force and effect. Until such time, AmCham (or the SPV as the case may be) shall be entitled to any revenues in relation to such rights, which shall be recorded in proper books of account.
- 8.3 The Government shall review its financial support for the annual Hong Kong Harbour Fest in the years subsequent to 2003.

9. CONFIDENTIALITY

- 9.1 Except as expressly provided in this Agreement, all materials and data furnished by or on behalf of the Government and by or on behalf of AmCham or the SPV pursuant to this Agreement shall be treated as confidential information. Neither party shall, during the continuance of the Agreement or at any time thereafter, disclose to any person the terms and conditions of the Agreement, or any confidential information of the other, PROVIDED that the restrictions on disclosure contained in this Clause shall not apply:
- (a) to the disclosure of any information to any person in circumstances where such disclosure is necessary for the performance of either party's duties and obligations under this Agreement;
 - (b) to the disclosure of any information which was rightfully in the possession of such party prior to the commencement of the negotiation leading to this Agreement;
 - (c) to the disclosure of any information which is or becomes public

knowledge otherwise than as a result of breach of this Clause;

- (d) to the disclosure of any information in circumstances where such disclosure is required pursuant to any law or order of a Court of competent jurisdiction; and
- (e) to the disclosure of any information with the prior written consent of the party.

9.2 Nothing in this Clause shall apply to disclosures made by the Government to the Executive Council and/or the Legislative Council of Hong Kong.

9.3 If AmCham shall appoint any agent or subcontractor then AmCham may disclose such information as may be necessary or convenient to enable the agent or the subcontractor to perform its obligations subject to such agent or subcontractor giving the Government an undertaking in similar terms to the provisions of this Clause. The foregoing obligations as to confidentiality shall survive termination of this Agreement.

10. ASSIGNMENT

10.1 Neither party shall assign, or otherwise dispose of any interest, right, benefit or obligation under this Agreement without the other party's prior written consent except that AmCham shall be entitled to assign rights to the SPV and the SPV shall have the right to enforce the benefit of obligations expressed under this Agreement to operate in its favour.

11. NOTICES

11.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or facsimile number set out below (or such other address or facsimile number as the addressee has by 5 days' prior written notice specified to the other party):

To the Government : Director General of Investment Promotion
Invest Hong Kong
Address : Suites 1501-6, Level 15,
One Pacific Place
88 Queensway,
Hong Kong
Attn.: Mr Mike Rowse
Facsimile Number : 3107 9006

To AmCham : 1904 Bank of America Tower
12 Harcourt Road,
Hong Kong
Attn: Mr Jim Thompson
Facsimile Number : 2810 1289

- 11.2 Such notices shall be deemed to have been properly given hereunder and shall be effective (a) on the date of delivery if hand-delivered; (b) on the date after transmission if sent by facsimile; and (c) if dispatched by mail (whether registered or not), on the day on which the same shall have been confirmed delivered by the postal authority in Hong Kong.

12. USE OF THE GOVERNMENT'S NAME

- 12.1 Subject to Subclause (2) below, AmCham agrees not to use the Government's name in any document, publication, advertisements or publicity material without the prior written consent of the Government except pursuant to AmCham's performance of its obligations hereunder.
- 12.2 AmCham may, with the prior written consent of the Government, use the Government's logo, trademarks and service marks in advertising and promotional materials for the 2003 Festival.

13. INDEMNITY

- 13.1 AmCham shall indemnify the Government and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions or which may be brought or established against it by any person (in each case, arising

out of or in relation to or by reason of any infringement on the copyrights, intellectual property or innominate rights of any third party) which the Government may sustain or incur in relation to the 2003 Festival

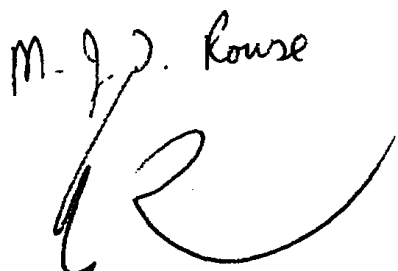
14. GENERAL

14.1 AmCham is [contracting in its own right] and nothing in this Agreement shall render it an agent or partner of the Government and AmCham shall not hold itself out as such. AmCham shall not have any right or power to bind the Government to any obligation. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and shall be governed by and construed in accordance with the laws of Hong Kong. No waiver or amendment of any provision of this Agreement shall be effective unless made by a written instrument signed by both parties.

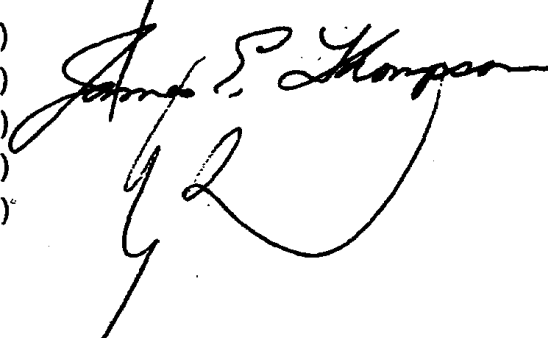
14.2 Time shall be of the essence of this Agreement (except as regards the timing of any particular acts or of the 2003 Festival), both as regards any dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between the parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and the year first written above and evidenced by as many copies as there are parties hereto.

SIGNED by M J T Rowse)
for and on behalf of)
THE GOVERNMENT OF)
THE HONG KONG SPECIAL)
ADMINISTRATIVE REGION)
In the presence of: ANTHONY LEE)



SIGNED by Jim Thompson)
for and on behalf of)
the American Chamber of)
Commerce in Hong Kong)
in the presence of: ANTHONY LEE)



**THE FIRST SCHEDULE
INDICATIVE PROPOSAL**

(1) AmCham has presented to the Government and has agreed to manage the organisation, operation and implementation of the 2003 Festival with the intent of developing the following Indicative Proposal in accordance with the terms of this Agreement:

(a) Objectives –

- ※ Attract visitors from around the region, and around the world, to Hong Kong while providing residents the best in “feel good” international entertainment (***“The World’s Stage”***).
- ※ Create an annual entertainment festival to promote tourism, and brand Hong Kong as a destination for quality, world-class entertainment and entertainers (***“Where the World Comes to Perform”***).
- ※ Establish a Harbour-side entertainment landmark venue, with the culture and skyline of Hong Kong as a scenic backdrop, and its people the international hosts (***“World-Class Performing Arts and World-Class Hospitality, Surrounded by World-Famous Architecture”***).

(b) Event Mission –

- ※ The Festival celebrates the diversity of the “Asia’s World City” with world-class entertainment from around the globe, while highlighting the amazing cultural crossroads that is Hong Kong.
- ※ The Ultimate objective is to create an entertainment showcase in support of the Government’s effort to revitalise Hong Kong, providing the biggest bang for the investment via a high-profile attention-grabbing collection of world famous performing talents.

(c) Rationale –

- ※ Autumn is “wide open” and ideal for a regular entertainment event in Asia. Hong Kong can be its home.
- ※ Hong Kong can build upon the traditional Asian “Mid-Autumn Festival” by adding an international entertainment component, and become the World’s Stage.
- ※ For the world to understand Hong Kong is open for business and visitors, Hong Kong needs to show them the best that the city has to offer and truly create a visible scene of life.
- ※ To rebuild Hong Kong’s image, there are strategic needs to incorporate a signature international showcase.

(d) Tentative Programme of Events

<u>Serial No.</u>	<u>Date / Time</u>	<u>Artists</u>	<u>Ticket Prices (HK\$)</u>			
			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>Week 1</u>						
1	Friday 17 Oct	Prince	988	758	488	258
2	Saturday 18 Oct am	Family Fest	All seats \$100			
3	Saturday 18 Oct pm	Craig David	588	388	288	158
4	Sunday 19 Oct am	Family Fest	All seats \$100			
5	Monday 20 Oct	Jose Carreras; Charlotte Church; and HK Philharmonic	988	758	488	258
<u>Week 2</u>						
6	Friday 24 Oct	Twins; t.A.T.u.; Atomic Kitten	588	388	288	158
7	Saturday 25 Oct	Westlife; Energy; evonne Hsu	588	388	288	158
8	Sunday 26 Oct	Air Supply; Ronald Cheng; Eason Chan	388	288	158	-
9	Tuesday 28 Oct	Umoja Charity Premiere	495	395	295	195

Serial No.	Date / Time	Artists	Ticket Prices (HK\$)			
			A	B	C	D
Week 3						
10	Thursday 30 Oct	Gypsy Kings; Danny Diaz	588	388	288	158
11	Friday 31 Oct	Asian All-Star Night Fly to the Sky; Shine; Boyz; Candy Lo; Gigi Leung; Yumiko; "S"	388	288	158	-
12	Saturday 1 Nov	Santana	988	758	488	258
13	Sunday 2 Nov am	Gary Valenciano (1)	All seats \$158			
14		Gary Valenciano (2)	All seats \$158			
Week 4						
15	Thursday 6 Nov	Neil Young, Michelle Branch	988	758	488	258

**THE SECOND SCHEDULE
THE INDICATIVE BUDGET**

- (1) AmCham has presented to the Government the following Indicative Budget for the 2003 Festival and has agreed to finalise a Budget on the basis of the programme of events in the First Schedule with any subsequent changes to the Budget to be as determined from time to time in accordance with this Agreement but having regard to the objectives of this Agreement as well as commercial profit making principles, including but not limited to sales of admission tickets and the procurement of commercial sponsorship, with the intent of generating and increasing revenues for the 2003 Festival –

<u>Expenditure#</u>	<u>\$m</u>
Artist Fees	85.8
Operations	30.4
Marketing	6.2
TV Production	6.6
Insurance	4.7
Contingency	<u>2.5</u>
	136.2
<u>Revenue#</u>	<u>\$m</u>
Ticket Sales (assuming 50%)	52.5
Sponsorship	3.1
Merchandise	0.3
Concessions	1.6
TV Rights	<u>1.6</u>
	59.1
 Estimated Shortfall (as at 22.9.03)	 \$77.1 million

Note#: Neither expenditure nor revenue forecasts include provision of \$8 million for air tickets and hotel rooms, which it is assumed will be sponsored and therefore balanced out.

THE THIRD SCHEDULE
THE GOVERNMENT'S SPONSORSHIP RIGHTS
(Clause 4)

AmCham hereby grants to the Government the following rights –

- (1) (a) With effect from the date of this Agreement the Government's name and the logo nominated by the Government shall be featured and included in all promotional materials and signages relating to and/or displayed for the purpose of the 2003 Festival;
- (b) The right to nominate a logo for the purpose of paragraph (1)(a) above, and to change the logo on giving AmCham seven (7) days' prior notice;
- (c) The right to use the individual image of any of the Performing Talents for the promotion of Hong Kong to the extent permitted (and notified by AmCham to the Government as so permitted) including by virtue of the agreements and arrangements to which the Performing Talents are a party or otherwise;
- (d) The right to use TV footages and programmes of performance and related activities of the 2003 Festival for the promotion of Hong Kong, to the extent permitted (and notified by AmCham to the Government as so permitted) including by virtue of the agreements and arrangements to which the Performing Talents are a party or otherwise.

THE FOURTH SCHEDULE
THE GOVERNMENT'S OBLIGATIONS
(Clause 5)

The Government agrees –

- (1) to use all reasonable endeavours to assist AmCham and the SPV (including their employees, contractors, sponsors, licensees and other persons nominated by them) in procuring full and unencumbered vacant possession (including access to and egress from the public highway) as intended of the 2003 Festival Venue not later than the date of this Agreement, and the essential utility supplies to AmCham and the SPV's reasonable satisfaction.
- (2) to use all reasonable endeavours to assist AmCham and the SPV in procuring (subject to cooperation of AmCham and the SPV in reasonable time as may be required or convenient) all necessary licences, consents and permissions to enable the 2003 Festival to take place as envisaged and work with such persons on an on-going basis to ensure the same are procured in good time.
- (3) to ensure that AmCham shall be permitted to use the 2003 Festival Site until 30 November 2003; and
- (4) to supply at its own costs finished artwork relating to the Government's name, logo and other identification provided for herein by the deadlines mutually agreed by both parties.

THE FIFTH SCHEDULE
AMCHAM'S COMMITMENTS
(Clause 6)

- (1) AmCham hereby represents, warrants and undertakes to the Government that –
- (a) AmCham shall use its best endeavours to conduct the Business on sound and proper commercial profit making principles in accordance with this Agreement, including but not exclusive of the determination of appropriate pricing strategy for the admission tickets, the procurement of commercial sponsorship, with the intent of generating and increasing revenues for the 2003 Festival having regard to the overall objectives set out in this Agreement;
 - (b) AmCham shall use its best endeavours to ensure proper administration of the sale of admission tickets and to identify opportunities for securing appropriate commercial sponsorship for the 2003 Festival;
 - (c) AmCham agrees to procure the production of a Hong Kong marketing video, being one special TV programme, capturing the highlights of the 2003 Festival, for airing and distribution to networks for broadcast in overseas markets with a view to expanding the broadcast coverage of the programmes;
 - (d) AmCham shall take all reasonably prudent steps to secure its or the SPV's Intellectual Property Rights in relation to the Hong Kong Harbour Fest and related matters;
 - (e) AmCham shall use reasonable endeavours such that the secured performing talents shall take part in side programmes as arranged by AmCham, and/or other promotional activities as the Government may reasonably request from time to time during their stay in Hong Kong, for the purpose of promoting Hong Kong;
 - (f) AmCham shall cause proper books of account in relation to the 2003 Festival to be kept with respect to :

- (i) all sums of money received and expended and the matters in respect of which the receipt and expenditure takes place;
 - (ii) all sales and purchases of goods; and
 - (iii) all assets and liabilities;
- (g) AmCham shall procure that there shall be prepared and submitted to the Government the following information as soon as reasonably practicable after their preparation by the appointed accountants:
 - (i) the Business Plan;
 - (ii) the Budget;
 - (iii) a review of the Budget; and
 - (iv) audited accounts in relation to the 2003 Festival not later than 28 February 2004 (to include an analysis of revenue and a statement of the source and applications of funds);
- (h) AmCham shall use its best endeavours to procure compliance by the SPV with all legislation and regulations regarding health and safety and crowd security matters relating to the 2003 Festival Site;
- (i) AmCham shall procure that the SPV shall, as part of the Organising Expenses, at all relevant times in relation to the 2003 Festival take out and maintain appropriate insurance cover.
- (j) Save as otherwise provided in the Fourth Schedule, the SPV shall, at its own cost provide, manage and implement all security measures and services relating to the 2003 Festival as part of the Organising Expenses;
- (k) AmCham shall ensure that all press releases to the media by it mentioning the Government are approved in advance by the Government who shall likewise allow AmCham an approval right in

relation to any releases which mention AmCham, the SPV or the 2003 Festival, such approval not to be unreasonably withheld or delayed by either party;

- (l) AmCham shall consider all reasonable requests from the Government or its agents to run joint promotional activities;

- (m) AmCham shall use its best endeavours to uphold the good name, image and reputation of the Government in relation to the 2003 Festival and shall not make any statements or engage in conduct which is likely to damage or bring into disrepute the name and/or image and/or reputation of the Government. AmCham shall ensure that the obligation to uphold the Government's image as referred to in this paragraph is notified to all of its employees, contractors and agents.