



**ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
ΥΠΟΥΡΓΕΙΟ ΠΟΛΙΤΙΣΜΟΥ
ΚΑΙ ΤΟΥΡΙΣΜΟΥ
ΓΡΑΦΕΙΟ ΚΟΙΝΟΒΟΥΛΕΥΤΙΚΟΥ
ΕΛΕΓΧΟΥ**

26 ΣΕΠ. 2011

Αθήνα, 26.9.2011
Αρ. Πρωτ.: ΥΠ.ΠΟ.Τ./ΓΡ.ΥΠ./Κ.Ε./1649

Ταχ. Δ/ση: Μπουμπουλίνας 20
Ταχ. Κώδ : 106 82
Τηλέφωνο : 2131322-362, 363, 368
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ΠΡΟΣ: Βουλή των Ελλήνων
Δ/ση Κοινοβουλευτικού Ελέγχου
Τμήμα Ερωτήσεων
ΚΟΙΝ: Τ. Βουλευτή κ. Γεώργιο Ανατολάκη

Θέμα: Απάντηση στη με αριθμό πρωτοκόλλου 19860/15.7.2011 Ερώτηση

Σε απάντηση της με αριθμ. πρωτοκόλλου 19860/15.7.2011 Ερώτησης του Βουλευτή κ. Γεώργιου Ανατολάκη, εταιρεία «RAM MEDIA LTD», σας ενημερώνουμε ότι η υπόθεση της από 10.05.2006 Σύμβασης μεταξύ Ελληνικού Δημοσίου και RAM Media LTD, με αντικείμενο τη φιλοξενία από την Ελλάδα της τελετής των βραβείων 2006 FIFpro World XI Player, η οποία ουδέποτε έλαβε χώρα και κόστισε κατόπιν δικαστικής διαμάχης στο Ελληνικό Δημόσιο μέχρι σήμερα 14εκ€, αποτέλεσε αντικείμενο μηνυτήριας αναφοράς προς τον Εισαγγελέα του Αρείου Πάγου και έχουν γίνει επ' αυτού ανακοινώσεις.

Πλην των αναφερομένων στην μηνυτήρια αναφορά, δεν υπάρχουν άλλες συμβάσεις μεταξύ της Γενικής Γραμματείας Αθλητισμού και της ως άνω εταιρείας.

Προς πληρέστερη ενημέρωσή σας, κατατίθεται αντίγραφο της εν λόγω Σύμβασης.

Συνημμένα: Αντίγραφο της από 10.05.2006 Σύμβασης μεταξύ Ελληνικού Δημοσίου και RAM Media LTD, με αντικείμενο τη φιλοξενία από την Ελλάδα της τελετής των βραβείων 2006 FIFpro World XI Player

Εσωτερική Διανομή:

1. Γραφείο Υφυπουργού Πολιτισμού και Τουρισμού
2. Γραφείο Γενικού Γραμματέα Αθλητισμού
3. Γενική Γραμματεία Αθλητισμού
Γραφείο Κοινοβουλευτικού Ελέγχου



Ο ΥΦΥΠΟΥΡΓΟΣ
ΓΕΩΡΓΙΟΣ ΝΙΚΗΤΙΑΔΗΣ

ΑΠΟ ΤΟ ΠΡΩΤΟΤΥΠΟ.....
Αθήνα.....26.9.11.....

AGREEMENT
relating to the hosting of the 2006 FIFPro World XI Player Awards in Greece

DATE: Wednesday, 10th May, 2006

PLACE: Athens

PARTIES:

- (1) RAM Media Ltd, a company incorporated under the laws of England and Wales (company registration number 04982829) whose principal place of business is at 2nd Floor, Supreme House, 300 Regents Park Road, London, N3 2TL, England ("RAM");
- (2) Parallel Media Group plc, a company incorporated under the laws of England and Wales (company registration number 630968) whose registered office is at 3-12, Harbour Yard, Chelsea Harbour, London, SW10 0XD, England ("PMG"); and
- (3) Ministry of Culture of the Hellenic Republic (Secretariat General of Sport) of 7 Kifissias Av., 115 23 Ampelokipi, Athens, Greece ("MoC")

WHEREAS

- A. The FIFPro Foundation ("FIFPro") is the owner of the commercial rights in and to the annual FIFPro World XI Player Awards (also "FIFPro Awards") and has granted such rights (including, without limitation, the hosting rights) exclusively to RAM for exploitation.
- B. In turn RAM has appointed PMG as its exclusive representative of the commercial rights in and to the FIFPro Awards.
- C. Pursuant to a letter from MoC to PMG dated 4th January 2006 MoC has confirmed its wish to host the 2006 FIFPro Awards at a venue in Athens.
- D. PMG may delegate all or any of its obligations and/or responsibilities under this Agreement to Parallel Media Greece Limited, a company incorporated in Greece ("PMG Greece") and any reference in this Agreement to PMG shall, where the context so requires and where appropriate, be construed as referring also to PMG Greece.
- E. RAM may appoint PMG Greece as its on-site event manager to organize and stage the 2006 FIFPro Awards in Athens.
- F. The terms and conditions upon which MoC shall host the 2006 FIFPro Awards are set out below.

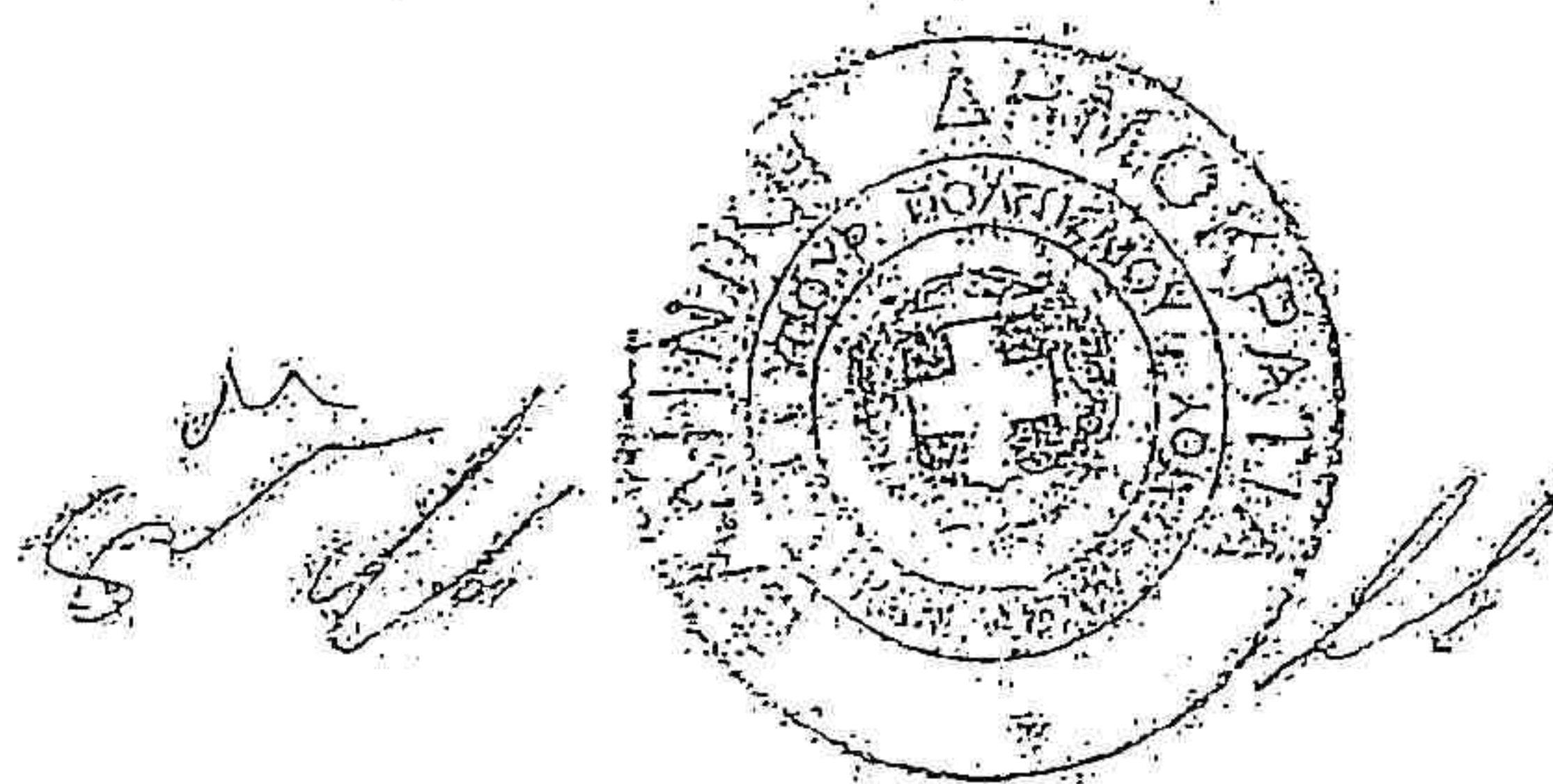


[Handwritten signatures and initials over the stamp]

NOW IT IS HEREBY AGREED as follows:

I Hosting of 2006 FIFPro Awards

1. RAM, as the exclusive licensee of the commercial rights in and to the FIFPro Awards, hereby grants MoC the right to host the 2006 FIFPro Awards in Athens subject to, and in accordance with, the provisions of this Agreement and applicable laws and regulations from time to time in force.
2. It is currently envisaged that the 2006 FIFPro Awards will take place on Monday, 6th November 2006.
3. In consideration of being granted the right to host the 2006 FIFPro Awards pursuant to paragraph 1 above MoC undertakes to do as follows:-
 - a) to procure the use, free of charge, of a suitable venue in Athens (the "Venue") for the purposes of hosting the 2006 FIFPro Awards. As soon as practicable after signature of this Agreement representatives of MoC and PMG (on behalf of RAM) will meet to establish the appropriate Venue taking into account the requirements of FIFPro, RAM and PMG and of the host broadcaster to be appointed in accordance with sub-paragraph c) below. MoC shall assist RAM (and PMG) in negotiating the agreement with the relevant Venue provider for the use of the Venue.
 - b) to guarantee to RAM, the payment of the sum of €4 million (four million Euros), by way of a hosting fee, in the following installments and upon presentation of the appropriate invoices:-
 - 30%, being €1,200,000 (one million two hundred thousand Euros), within 10 (ten) days of signature of this Agreement, upon presentation of an equal amount Bank guarantee;
 - 30%, being €1,200,000 (one million two hundred thousand Euros), on Friday, 30th August 2006;
 - 30%, being €1,200,000 (one million two hundred thousand Euros), on Friday, 15th October 2006; and
 - 10%, being €400,000 (four hundred thousand Euros) within ten (10) days of the end of the 2006 FIFPro Awards.
 - c) to procure a suitable host broadcaster in Greece to produce (at the cost of MoC or of the relevant host broadcaster) an audio-visual recording of the 2006 FIFPro Awards (the "Recording") of an internationally acceptable broadcast standard for the purposes of worldwide distribution, in a format similar in length and content to the recording of the 2005 event, which format has previously been approved by RAM. For the avoidance of doubt MoC acknowledges that all copyright and other intellectual property rights in the Recording (and in the 2006 FIFPro Awards) shall vest automatically upon their



creation in RAM save only that the host broadcaster shall be granted the exclusive licence to transmit the Recording as well as recordings of subsequent FIFPro Awards in Greece by way of all forms of television until 31st December 2009. The terms of the production and broadcast agreement(s) to be entered into by the relevant parties and the host broadcaster shall be negotiated, in good faith, as soon as practicable after signature of this Agreement and, without limitation, shall require the host broadcaster to obtain and pay for all consents, clearances and licences as are needed to enable the Recording to be distributed internationally by RAM (with the assistance of PMG).

- 4a) Payment of the hosting fee referred to at paragraph 3b) above shall be made in full in Euros free and clear of any and all set-offs, deductions, withholdings or taxes levied by the local Greek tax authorities (including, without limitation, withholding taxes and value added tax).
- 4b) RAM and PMG each hereby acknowledges that they (and/or their respective sub-licensees or assignees) shall be responsible for such taxes as may be levied by the UK tax authorities, or in the case of PMG Greece, the Greek tax authorities in relation to the hosting fee payable by MoC hereunder and RAM shall indemnify MoC, in full, to the extent that MoC is required by the UK tax authorities to pay air tax in respect of the said fee.

II Additional Rights and Benefits for MoC

- 1a) In addition to being granted the right to host the 2006 FIFPro Awards RAM hereby grants to MoC the following:-
- i) the exclusive right to sell local sponsorship (including, for the avoidance of doubt, local broadcast sponsorship but excluding hotel and airline sponsorship which right shall remain with RAM) and hospitality for the event, in each case within Greece only, and to retain all revenue derived therefrom; and
 - ii) the right to branding at the 2006 FIFPro Awards which branding shall feature in the host broadcaster's Recording of the event for broadcast in Greece only. MoC acknowledges however that such branding shall not appear on the main backdrop of the event nor in the Recording of the event for international distribution outside of Greece.
- 1b) As soon as practicable after signature of this Agreement representatives of MoC and PMG (on behalf of RAM) will meet to agree, in good faith, the actual terms and conditions upon which MoC may exercise the Greek sponsorship and hospitality rights referred to at sub-paragraph a) above.
- 1c) The Greek sponsorship rights referred to at sub-paragraphs a) and b) above shall include sponsorship for the televised Greek Player of the Year Award. However the title sponsorship rights to the 2006 FIFPro Awards and the sponsorship rights in the other televised awards (notably all the FIFPro World XI, the FIFPro World XI Player Awards, the FIFPro World Player of the Year Award, the FIFPro World Young Player of the Year Award and the FIFPro Legend Award) shall remain with RAM.

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- 1d) All rights in and to the 2005 FIFPro Awards not expressly granted to MoC under this Agreement are hereby specifically reserved for RAM including, but not limited to, all sponsorship rights (other than those sponsorship rights granted to MoC within Greece pursuant to sub-paragraph a) above) and the merchandising and new media rights in and to the event. MoC acknowledges that these reserved rights may be exploited, worldwide, by RAM (who, in respect of said rights, shall be exclusively represented by PMG internationally and by PMG's appointed representative, PMG Greece, within Greece).
2. During the Term MoC shall have the right, worldwide, to use (or to permit the relevant Greek government body or tourism authority to use) the designation "Host Country for the 2006 FIFPro World Player XI Awards" on all marketing and publicity materials and audio-visual vignettes created for the purposes of promoting Greece.

III Representations and Warranties

1. RAM and PMG each hereby represents and warrants to MoC that it has and will continue to have, throughout the Term, full right, title and authority to enter into this Agreement.
2. MoC hereby represents and warrants to RAM and PMG that it has full right, title and authority to enter into this Agreement and, without limitation, to perform its obligations at paragraph I 3 above.

IV Obligations of RAM and PMG

1. RAM (in co operation with PMG) shall use its best endeavours to ensure that the 2006 FIFPro Awards are of the highest standard and that the event attracts high profile football players and other well-known celebrities and VIP guests from around the world. In this respect RAM shall use its best endeavours to secure the attendance of at least six (6) of the players who have been selected to win awards at the event.
2. RAM shall take out insurance to cover adequately any loss or damages arising from the cancellation of the 2006 FIFPro Awards due to acts, events, omissions or accidents which are beyond the reasonable control of any of the parties hereto and, in the event that the 2006 FIFPro Awards are cancelled, RAM shall repay to MoC within thirty (30) days of cancellation of the event all instalments paid by MoC pursuant to paragraph I 3b) above.

V Term and Termination

1. This Agreement shall commence on the date of signature by the parties hereto and shall expire 30 (thirty) days after the conclusion of the 2006 FIFPro Awards 2006 subject always to earlier termination in accordance with paragraph 2 below (the "Term").



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Mr. George Orfanos, Deputy Minister

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2. RAM or MoC shall have the right to terminate this Agreement by giving written notice to the other in the event that:

- (a) that other party has committed a material breach of any of its obligations hereunder which cannot be remedied;
- (b) that other party has committed a material or repeated breach of any of its obligations hereunder *and does not remedy such breach (if the same is capable of remedy)* within 30 days of being required, by written notice, to do so;
- (c) that other party goes into liquidation (whether compulsory or voluntary) or an administrator or receiver is over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other party or any similar occurrence under any jurisdiction affects that other party;
- (d) that other party ceases or threatens to cease to carry on business or is removed from the relevant register of companies.

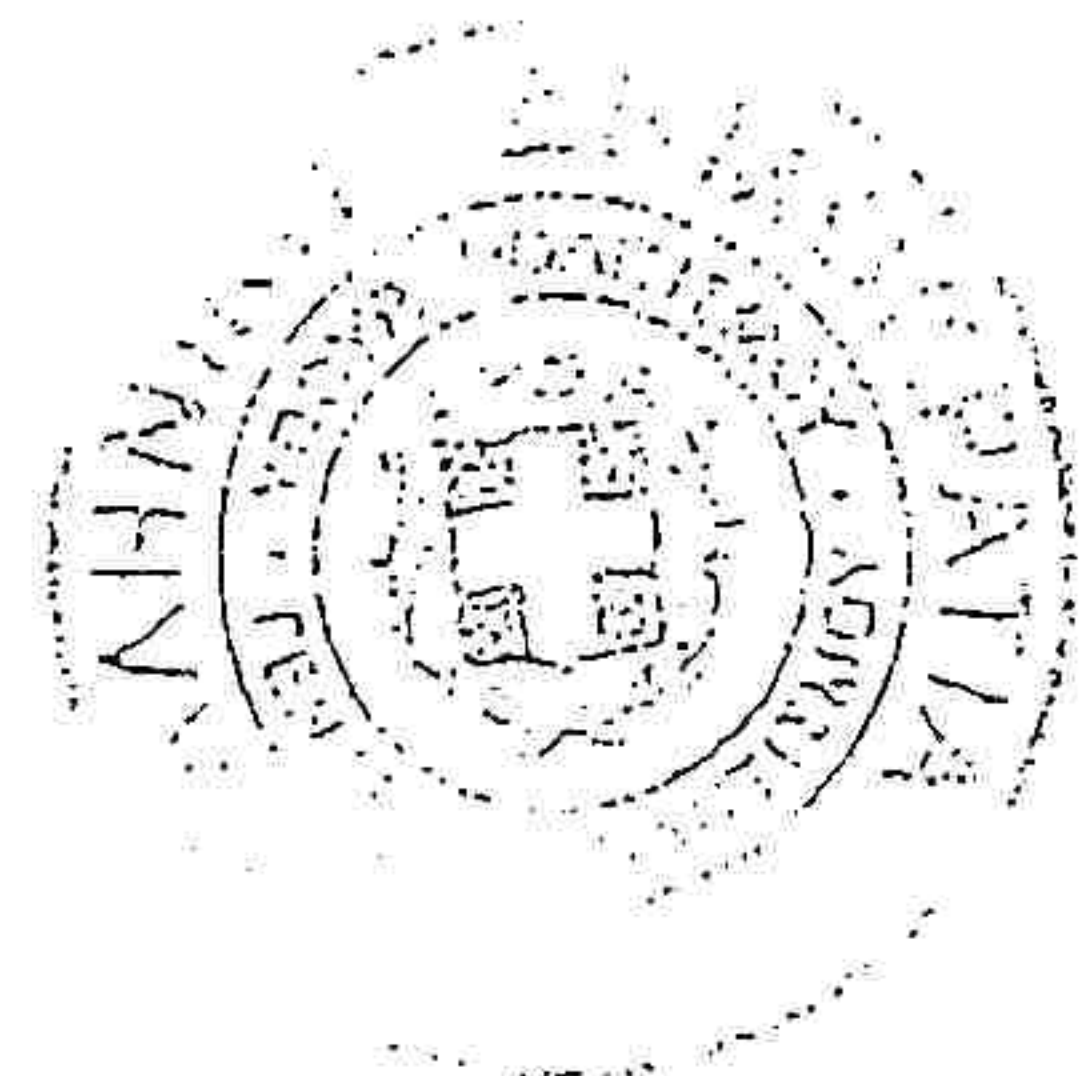
VI Announcements / Press Releases

- 1. The parties will consult with each other regarding press releases and other publicity with respect to the relationship contemplated hereby and no announcement shall be made by any party in relation to this Agreement without the prior written consent of the others and no party shall, without the prior written consent of the others (save as required by law), disclose to any third party (other than their professional advisers) any information concerning the terms or subject matter hereof after the date hereof. Such consents as may be required to be obtained by the relevant parties pursuant to this paragraph 1 shall not be unreasonably withheld or delayed.
- 2. Without limiting the generality of paragraph 1 above MoC acknowledges that no press release or other announcement shall be made in relation to this Agreement until such time as a binding agreement has been signed with the host broadcaster referred to at paragraph 1 3c) above.

VII Assignment / Sub-Licence

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or sub-licensed by any of the parties hereto save that:-

- (a) PMG may assign or sub-license its rights and obligations hereunder to another company within the PMG group of companies (including, without limitation, to PMG Greece);
- (b) RAM may assign or sub-license its right to receive the hosting fee referred to at paragraph 1 3b) above to PMG or to another company within the PMG group of



companies (including, without limitation, to PMG Greece); and

- (c) RAM may appoint PMG Greece as its on-site event manager to organise and stage the 2006 FIFPro Awards in Athens.
- (d) The MoC can assemble an Organizing Committee, based on the terms of law 2725/1999, as this applies, for the purposes of this Agreement. The Organizing Committee will assume all rights and responsibilities of the MoC according to this Agreement. In this case, the MoC shall remain guarantor to RAM, thus ensuring the fulfillment of the terms of this Agreement.
- (e) RAM may sign an agreement with a Bank and assign the financial terms of this Agreement, as they set out in paragraph I 3β).

VIII English law

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have entered into this Agreement on the day and year first abovementioned.

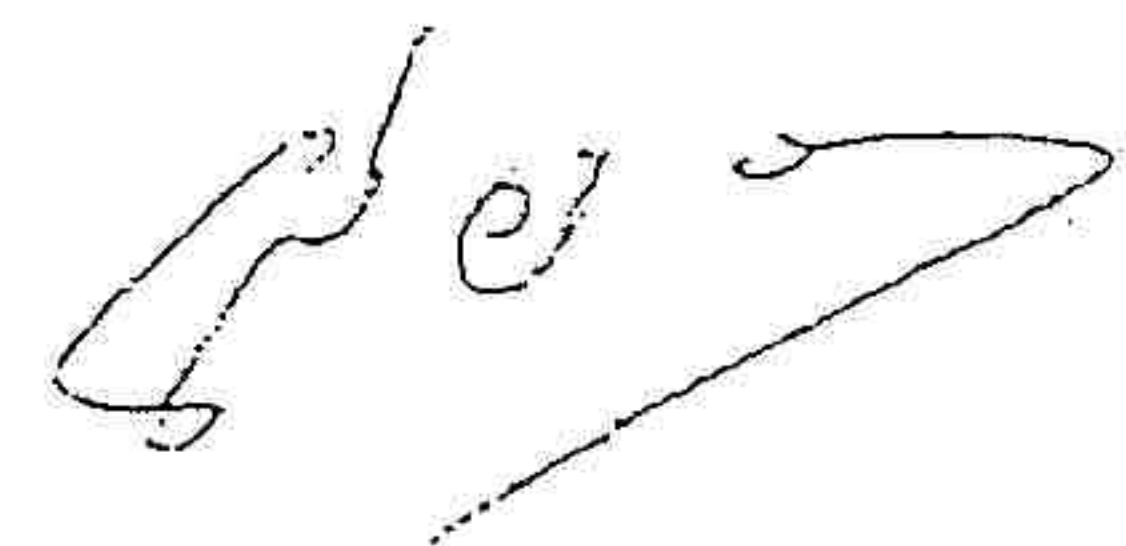
Signed by
a duly authorised representative
for and on behalf of RAM Media Ltd
Mr. Laurence Selman, Director of RAM



Signed by
a duly authorised representative
for and on behalf of Parallel Media Group plc
Mr. Iain Manley, Company Secretary of RAM



Signed by
a duly authorised representative
for and on behalf of Ministry of Culture
of the Hellenic Republic (Secretariat General of Sport)
Mr. George Orfanos, Deputy Minister



RPC: 10/05/06

138/070

Appendix to Ministry of Culture/RAM/PMC Agreement dated 10th May 2006

Appportioned Breakdown of services to the FIFA World XI Awards Television Recording, (based on Television show budget categories dated September 12th 2006 attached)

Procured by Ministry of Culture	RAM Media Ltd
Crew - Lighting	Executive Producer
Production Equipment	Producer/Director
Facility Packages (less interview crews & design package & lighting top up)	Story/Script Development
Studios/Outside Broadcast	Presenters/Interviewees
Rights Clearances (pictures/music)* (ceiling TBD)	Production Unit Salaries
	Crew - Editing
	Design Package to include set design, projections and plasma
	Interview Crews
	Lighting top up - over and above venue high end provision
	Film/Tape Stock
	Fix/Sound Post-Prod Tape
	Music Composing
	Crew Travel & Transport from outside Greece
	Crew Hotel & Living from outside Greece
	Production Overheads
	Major Artist

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C.H.P.

RPC: 10/05/06

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Appendix 2 to Ministry of Culture/RAM/PMC Agreement dated 10th May 2006

FIEPro World XI Awards, Ministry of Culture & RAM Media Ltd Deliverables

Ministry of Culture	RAM Media Ltd
Awards hosting fee	Accommodation - for all employees, Awards winners, presenters and agents directly contracted by RAM for the Awards
Procurement of a suitable Host Broadcaster in Greece at no cost to RAM	Administration & Management - of all consultants and agents appointed by RAM to deliver the Awards show
Production of an audio visual recording of the Awards, suitable for International broadcast	Airfares - for all employees, presenters and agents directly contracted by RAM for the Awards
Red Carpet costs forming part of the MoC's local sponsorship rights	Awards Show Artist - for inclusion in the Awards recording
MoC Legal fees - directly provided to the MoC by its appointed Legal Counsel	Branding & signage - directly relating to the delivery of the Awards brand and respective FIEPro/RAM sponsors, to include a corporate controls manual
Greek PR company - for the leverage and media management of the Awards in Greece	Food & Beverage - provided at cost by venue and relating to any RAM requirements on the Awards night
MoC costs relating to invited guests & celebrities, to include F&B and Gifts	Gift Packs - to FIEPro/RAM guests and sponsors only
After Show Entertainment Programme, if any	Insurance - cancellation, public liability and equipment loss, excluding equipment relating to the venue or host broadcaster
Procurement of a suitable host venue, free of charge	Legal fees - directly provided to RAM by its appointed Legal Counsel
Assistance to provide police escort, road closures and VIP welcome for the Awards evening	Photography - for the purposes of FIEPro/RAM PR and marketing
Suitable medical services at the host venue during the Awards evening	PR & Media - the appointment by RAM of an International PR & Marketing

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	firm with responsibilities to appoint/liaise with a Greek PR firm to manage local media
	Printed Materials - directly relating to FLEPRO/RAM invited attendees and the Awards evening
	Telephone Costs - Incurred by RAM and/or its agents in the delivery of the Awards other than those provided at the venue
	Transport/Travel - which directly relate to the delivery of the Awards winners to host venue for the Awards evening
	Security - over and above what will be provided by the venue by way of appropriate security for the Awards evening and which directly relates to the security of Awards recipients
	Awards winners - best endeavours to secure the attendance of at least 6 Awards winners
	Trophies for all Awards winners

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AGREEMENT

relating to the hosting of the 2006 FIFPro World XI Player Awards in Greece

DATE: February 6th 2006

PARTIES:

- (1) RAM Media Ltd, a company incorporated under the laws of England and Wales (company registration number [] whose principal place of business is at 2nd Floor, Supreme House, 300 Regents Park Road, London, N3 2TL, England ("RAM");
- (2) Parallel Media Group plc, a company incorporated under the laws of England and Wales (company registration number 630968) whose registered office is at 3-12, Harbour Yard, Chelsea Harbour, London, SW10 0XD, England ("PMG"); and
- (3) Ministry of Culture of the Hellenic Republic (Secretariat General of Sport) of 7 Kifissias Av., 115 23 Ampelokipi, Athens, Greece ("MoC")

WHEREAS

- A The FIFPro Foundation ("FIFPro") is the owner of the commercial rights in and to the annual FIFPro World XI Player Awards (the "FIFPro Awards") and has granted such rights (including, without limitation, the hosting rights) exclusively to RAM for exploitation.
- B In turn RAM has appointed PMG as its exclusive representative of the commercial rights in and to the FIFPro Awards.
- C Pursuant to a letter from MoC to PMG dated 4th January 2006 MoC has confirmed its wish to host the 2006 FIFPro Awards at a venue in Athens.
- D PMG may delegate all or any of its obligations and/or responsibilities under this Agreement to Parallel Media Greece Limited, a company incorporated in Greece ("PMG Greece") and any reference in this Agreement to PMG shall, where the context so requires and where appropriate, be construed as referring also to PMG Greece.
- E RAM may appoint PMG Greece as its on-site event manager to organise and stage the 2006 FIFPro Awards in Athens.
- F The terms and conditions upon which MoC shall host the 2006 FIFPro Awards are set out below.

NOW IT IS HEREBY AGREED as follows:

I Hosting of 2006 FIFPro Awards

1. RAM, as the exclusive licensee of the commercial rights in and to the FIFPro Awards, hereby grants MoC the right to host the 2006 FIFPro Awards in Athens subject to, and in accordance with, the provisions of this Agreement and applicable laws and regulations from time to time in force.
2. It is currently envisaged that the 2006 FIFPro Awards will take place on Monday, 6th November 2006.
3. In consideration of being granted the right to host the 2006 FIFPro Awards pursuant to paragraph 1 above MoC undertakes to do as follows:-
 - a) to procure the use, free of charge, of a suitable venue in Athens (the "Venue") for the purposes of hosting the 2006 FIFPro Awards. As soon as practicable after signature of this Agreement representatives of MoC and PMG (on behalf of RAM) will meet to establish the appropriate

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Venue taking into account the requirements of FIFPro, RAM and PMG and of the host broadcaster to be appointed in accordance with sub-paragraph c) below. MoC shall assist RAM (and PMG) in negotiating the agreement with the relevant Venue provider for the use of the Venue.

b) to pay to RAM, by way of a hosting fee, the sum of €4 million (four million Euros) in the following installments and upon presentation of the appropriate invoices:-

- 30%, being €1,200,000 (one million two hundred thousand Euros), within 50 (fifty) days of signature of this Agreement;
- 30%, being €1,200,000 (one million two hundred thousand Euros), on Friday, 30th June 2006;
- 30%, being €1,200,000 (one million two hundred thousand Euros), on Friday, 1st September 2006; and
- 10%, being €400,000 (four hundred thousand Euros) within ten (10) days of the end of the 2006 FIFPro Awards.

c) to procure a suitable host broadcaster in Greece to produce (at the cost of MoC or of the relevant host broadcaster) an audio-visual recording of the 2006 FIFPro Awards (the "Recording") of an internationally acceptable broadcast standard for the purposes of worldwide distribution, in a format similar in length and content to the recording of the 2005 event, which format has previously been approved by RAM. For the avoidance of doubt MoC acknowledges that all copyright and other intellectual property rights in the Recording (and in the 2006 FIFPro Awards) shall vest automatically upon their creation in RAM save only that the host broadcaster shall be granted the exclusive licence to transmit the Recording as well as recordings of subsequent FIFPro Awards in Greece by way of all forms of television until 31st December 2009. The terms of the production and broadcast agreement(s) to be entered into by the relevant parties and the host broadcaster shall be negotiated, in good faith, as soon as practicable after signature of this Agreement and, without limitation, shall require the host broadcaster to obtain and pay for all consents, clearances and licences as are needed to enable the Recording to be distributed internationally by RAM (with the assistance of PMG).

4a) Payment of the hosting fee referred to at paragraph 3b) above shall be made in full in Euros free and clear of any and all set-offs, deductions, withholdings or taxes levied by the local Greek tax authorities (including, without limitation, withholding taxes and value added tax).

4b) RAM and PMG each hereby acknowledges that they (and/or their respective sub-licensees or assignees) shall be responsible for such taxes as may be levied by the UK tax authorities, or in the case of PMG Greece, the Greek tax authorities in relation to the hosting fee payable by MoC hereunder and RAM shall indemnify MoC, in full, to the extent that MoC is required by the UK tax authorities to pay any tax in respect of the said fee.

II Additional Rights and Benefits for MoC

1a) In addition to being granted the right to host the 2006 FIFPro Awards RAM hereby grants to MoC the following:-

- i) the exclusive right to sell local sponsorship (including, for the avoidance of doubt, local broadcast sponsorship but excluding hotel and airline sponsorship which right shall remain with RAM) and hospitality for the event, in each case within Greece only, and to retain all revenue derived therefrom; and
- ii) the right to branding at the 2006 FIFPro Awards which branding shall feature in the host broadcaster's Recording of the event for broadcast in Greece only. MoC acknowledges

however that such branding shall not appear on the main backdrop of the event nor in the Recording of the event for international distribution outside of Greece.

- 1b) As soon as practicable after signature of this Agreement representatives of MoC and PMG (on behalf of RAM) will meet to agree, in good faith, the actual terms and conditions upon which MoC may exercise the Greek sponsorship and hospitality rights referred to at sub-paragraph a) above.
- 1c) The Greek sponsorship rights referred to at sub-paragraphs a) and b) above shall include sponsorship for the televised Greek Player of the Year Award. However the title sponsorship rights to the 2006 FIFPro Awards and the sponsorship rights in the other televised awards (notably all the FIFPro World XI; the FIFPro World XI Player Awards; the FIFPro World Player of the Year Award; the FIFPro World Young Player of the Year Award and the FIFPro Legend Award) shall remain with RAM.
- 1d) All rights in and to the 2006 FIFPro Awards not expressly granted to MoC under this Agreement are hereby specifically reserved for RAM including, but not limited to, all sponsorship rights (other than those sponsorship rights granted to MoC within Greece pursuant to sub-paragraph a) above) and the merchandising and new media rights in and to the event. MoC acknowledges that these reserved rights may be exploited, worldwide, by RAM (who, in respect of said rights, shall be exclusively represented by PMG internationally and by PMG's appointed representative, PMG Greece, within Greece).
2. During the Term MoC shall have the right, worldwide, to use (or to permit the relevant Greek government body or tourism authority to use) the designation "Host Country for the 2006 FIFPro World Player XI Awards" on all marketing and publicity materials and audio-visual vignettes created for the purposes of promoting Greece.

III Representations and Warranties

1. RAM and PMG each hereby represents and warrants to MoC that it has and will continue to have, throughout the Term, full right, title and authority to enter into this Agreement.
2. MoC hereby represents and warrants to RAM and PMG that it has full right, title and authority to enter into this Agreement and, without limitation, to perform its obligations at paragraph I 3 above.

IV Obligations of RAM and PMG

1. RAM (in co operation with PMG) shall use its best endeavours to ensure that the 2006 FIFPro Awards are of the highest standard and that the event attracts high profile football players and other well-known celebrities and VIP guests from around the world. In this respect RAM shall use its best endeavours to secure the attendance of at least six (6) of the players who have been selected to win awards at the event.
2. RAM shall take out insurance to cover adequately any loss or damages arising from the cancellation of the 2006 FIFPro Awards due to acts, events, omissions or accidents which are beyond the reasonable control of any of the parties hereto and, in the event that the 2006 FIFPro Awards are cancelled, RAM shall repay to MoC within thirty (30) days of cancellation of the event the first instalment payment of €1,200,000 paid by MoC pursuant to paragraph I 3b) above.

V Term and Termination

1. This Agreement shall commence on the date of signature by the parties hereto and shall expire 30 (thirty) days after the conclusion of the 2006 FIFPro Awards 2006 subject always to earlier termination in accordance with paragraph 2 below (the "Term").

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2. RAM or MoC shall have the right to terminate this Agreement by giving written notice to the other in the event that:

- (a) that other party has committed a material breach of any of its obligations hereunder which cannot be remedied;
- (b) that other party has committed a material or repeated breach of any of its obligations hereunder and does not remedy such breach (if the same is capable of remedy) within 30 days of being required, by written notice, to do so;
- (c) that other party goes into liquidation (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other party or any similar occurrence under any jurisdiction affects that other party;
- (d) that other party ceases or threatens to cease to carry on business or is removed from the relevant register of companies.

VI Announcements / Press Releases

- 1. The parties will consult with each other regarding press releases and other publicity with respect to the relationship contemplated hereby and no announcement shall be made by any party in relation to this Agreement without the prior written consent of the others and no party shall, without the prior written consent of the others (save as required by law), disclose to any third party (other than their professional advisers) any information concerning the terms or subject matter hereof after the date hereof. Such consents as may be required to be obtained by the relevant parties pursuant to this paragraph 1 shall not be unreasonably withheld or delayed.
- 2. Without limiting the generality of paragraph 1 above MoC acknowledges that no press release or other announcement shall be made in relation to this Agreement until such time as a binding agreement has been signed with the host broadcaster referred to at paragraph 1 3c) above.

VII Assignment / Sub-Licence

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or sub-licensed by any of the parties hereto save that:-

- (a) PMG may assign or sub-license its rights and obligations hereunder to another company within the PMG group of companies (including, without limitation, to PMG Greece);
- (b) RAM may assign or sub-license its right to receive the hosting fee referred to at paragraph 1 3b) above to PMG or to another company within the PMG group of companies (including, without limitation, to PMG Greece); and
- (c) RAM may appoint PMG Greece as its on-site event manager to organise and stage the 2006 FIFPro Awards in Athens.

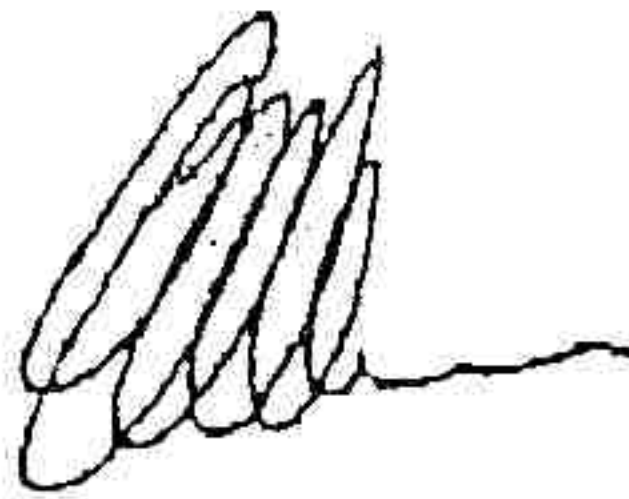
VIII English law

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have entered into this Agreement on the day and year first abovementioned.

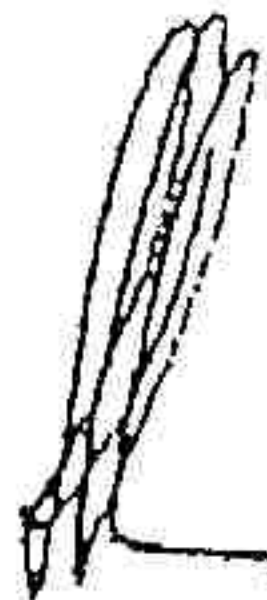
Signed by EDWARD ADAMS
a duly authorised representative
for and on behalf of
RAM Media Ltd

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Signed by AVILA ELCHITIK
a duly authorised representative
for and on behalf of
Parallel Media Group plc

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Signed by
a duly authorised representative
for and on behalf of George Orfanos
Ministry of Culture of the Hellenic Republic
(Secretariat General of Sport)

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