

THIS AGREEMENT is dated 27 February 2018

PARTIES

- 1) NCC s.a.r.l., Registered at the Chamber of Commerce of Marseille, France nr. 447 797 101 R.C.S. Marseille, a Promoter validly organized and existing under the laws of France having its registered office at 25 Cours H. d'Estienne d'Orves, 13001 Marseille ('the Promoter'). Contact person: Maarten Noyons, maarten@nccpartners.com
- 2) City of Helsinki, Economic Development (FI0201256-6) (Hereinafter referred to as "Helsinki"), Contact person: saila.machere@hel.fi

BACKGROUND:

- A. The Promoter is the creator and owner of the International Mobile Gaming Awards (IMGA), its brand and related intellectual property and events (see Schedule 1) and is empowered to grant rights and licenses to sponsors and other third parties as described in Schedule 1 and 2.
- B. The City of Helsinki is the place where the first mobile game, Snake1, was built and where some of the most successful mobile games companies are located, such as Supercell, Rovio, Next Games and many others. The City wishes to consolidate and grow this success of the mobile games ecosystem and in this context wishes to establish a longterm partnership with Promotor,
- C. Parties have agreed to start a collaboration in the context of the IMGA, whereby Helsinki becomes the exclusive City sponsor of the IMGA Global competition and official sponsor of the IMGA Global judging session. Moreover, Helsinki obtains the 'right of first refusal' for any new IMGA events, such as the IMGA China Summit, IMGA Europe and the Mobile Games Museum.

PURPOSE OF THE CONTRACT

With this contract, the parties agree to cooperate for the "International Mobile Gaming Awards Global Judging event and East meets West event", co-organized with MyGamez, to be held in Helsinki during 2018 - 2020 including content and concept development, marketing and event communication to advance the visibility of City of Helsinki.

AGREED TERMS

1 Grant of Sponsorship Rights

The promoter grants the following web exposure rights to Helsinki:

- 1.1 Helsinki's logo and profile displayed as Gold Sponsor and Exclusive Sponsor of the IMGA judging session of the International Mobile Gaming Awards (IMGA) on the IMGA portal (www.imgawards.com) during 4 months (February 2018 – June 1st 2018).
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- 1.2 IMGGA provides, with all rights, photos and videos for the City of Helsinki's own marketing purpose without any extra costs.
- 1.3 Exposure of Helsinki's logo on all presentations of IMGGA, including:
 - PowerPoint presentations of the Awards in Electronic presentations to the press
 - Presentations of nominees and Award winners at seminars and trade shows
 - Backdrop for photo sessions, TV recordings, used at the Awards Ceremony on March 20 2018
 - Official documents (Jury reports, invitations, award certificates)
- 1.4 Participation to the IMGGA events As of February 2018, Sponsor will get access to the on line judging tools of the IMGGA, which allows the Sponsor to play the submitted games.
- 1.5 As the Sponsor of the judging session, Sponsor has the right to participate to the two day IMGGA judging session as a member of the jury, to be held on 12 and 13 March 2018 in Helsinki.
- 1.6 As the Sponsor of the IMGGA judging session Sponsor has the right to invite their partners, local companies or other contacts to the luncheons and dinners held for the jury members.
- 1.7 Sponsor has the right to invite a maximum of 100 guests to the Awards Ceremony in San Francisco at 111 Minna Street on 20 March 2018.
- 1.8 Sponsor has the right to hand out one of the IMGGA prizes and will have a short interview with the MC of the Awards, TBD, which will be rehearsed beforehand and scripted if needed.
- 1.9 Press and PR
The Parties will issue a joined press release announcing their partnership. The Press release will be drafted by Promotor and will contain a quote from IMGGA's founder Maarten Noyons and a representative of Helsinki. Every press release in which Helsinki is mentioned will have to be approved by Helsinki before issue.
- 1.10 Helsinki will be mentioned in subsequent press releases, including the announcement of the nominees and the winner announcement.

2 Obligations on the Sponsor

2.1 Sponsor agrees to pay the sum of 30,000 EURO (thirty thousand EUROS) against an invoice via wire transfer to the promoter as follows:

50% of the total amount, being 15,000 EURO, on signature of this contract and
50% of the total amount, being 15,000 EURO, after the completion of the 14th IMGGA Global 20 March 2018.

Promoter shall take the full responsibility for the management of the IMGGA project and the briefings to the sponsors of IMGGA.

2.2 Promoter shall pay all costs related to the IMGGA judging session and the East meets West conference, including accommodation, flights and meals of all participants and adequate insurance of the event (see Schedule 2).

2.3 Promoter shall ensure a professional management of the IMGGA project from start to finish, which includes:

- No unforeseen financial or legal liabilities will be incurred by Helsinki with regard to its participation in the awards,
- Competent project management with regard to the overall organization of the project, the communication and briefing of the main Sponsors and partners,
- Developing and maintaining a synchronized press policy intended to give Helsinki high visibility as a sponsor of the IMGGA,
- Developing and maintaining a marketing program designed to target the mobile gaming industry as a whole and the mobile game development community in particular,
- Providing adequate communication with the entrants.
- Management of the website www.imgawards.com

2.4 Key Marketing/PR Milestones

February 15: selection of nominations
February 20: International Press Release with the announcement of the nominees
February 20: all nominees visible on www.imgawards.com
February 20: start Banner campaign "Check out the IMGA Nominees"
February 20: start web voting for the People's Choice Award
March 2: Announcement of the key participants in the East meets west conference
March 12 and 13: On site Judging session location TBA
March 14: East meets West Conference
March 20, IMGA Winners Press Release
March 20, IMGA Ceremony at 111 Minna, San Francisco
March 20 – June 1st Promotion of winners on line and at events.

3 Miscellaneous.

Promoter shall immediately notify Helsinki in the event the Program is canceled, and in such event, Helsinki no longer has the obligation to pay the sponsorship fees set in Article 2.1. of this Agreement and Promoter agrees that it shall refund to the Sponsor any such fees paid by the Sponsor, in full, under this agreement within (30) thirty days from such notification.

Either party shall have the right to terminate this Agreement immediately upon written notice at any time if the other party is in material breach of any term condition or covenant of this Agreement and fails to cure that breach within thirty (30) days from written notice of such a breach. Either party may terminate this Agreement upon written notice to the other party if either party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business as they fall due or if a receiver is appointed on account of insolvency.

4 Warranty.

Promoter hereby represents and warrants that any materials provided pursuant to this Agreement or the Event will not (a) contain anything of a libelous nature nor be obscene according to the laws of France, Finland; or (b) contain any element that infringes or will infringe the proprietary rights of any third party.

Promoter further represents and warrants that (a) it has full right and power to enter into and perform this Agreement without the consent of any third party, and is not under any pre-existing obligation or obligations inconsistent with the provisions of this Agreement, and; (b) Promoter is aware of and will not violate any law, statute, ordinance or regulation, including without limitation any law and/or regulations governing e-mail, export control, unfair competition, anti-discrimination, or false advertising.

5 Indemnity.

Promoter agrees to defend, indemnify and hold harmless Helsinki for any and all suits, arbitrations, claims, liabilities, damages, losses, costs, or expense (including, without limitation, reasonable attorneys' fees and court costs) incurred or arising from (a) any breach of Promoter warranties provided under this Agreement, (b) performance pursuant to, or any responsibilities and obligations under or relating to this Agreement, and (c) any other act, omission or misrepresentation by Promoter. Helsinki may participate in the defense of any such claim at its own option and expense.

6 Limitation of Liability.

IN NO EVENT SHALL HELSINKI BE LIABLE FOR CONSEQUENTIAL, SPECIAL INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM

LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE EVENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7 Confidentiality

Both parties acknowledge that as a public entity, the City of Helsinki is required to abide by the freedom of information laws of Finland including the Act on the Openness of Government Activities (621/1999). All parties commit to full confidentiality with regards to all materials and information, as stated by the law. All parties commit to only use the materials as stated in this contract. This confidentiality continues after the ending of the contract.

8 Governing Law and Venue.

The laws of Finland, shall govern this Agreement and all matters arising out of or relating to this Agreement. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, the state or federal courts sitting in Finland in any such legal action or proceeding.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this Agreement.

Copies of the contract

Two (2) copies of this contract have been made, one for each party. We affirm to accept this agreement and to understand all the terms and we pledge to follow the terms in every way.

Signatures, date and place and printed name:

Helsinki: The City of Helsinki

By: _____

Name:

Designation:

Date:

Promoter: NCC Partners

By: _____

Name: Maarten Noyons

Title: Managing Director

SCHEDULE 1

International Mobile Gaming Awards

Description:

The International Mobile Gaming Awards, launched in 2004, is an exceptional Industry initiative allowing Mobile Game Developers from all over the world to submit a mobile game, as a finished and published product, a beta version or a first playable.

All entries are submitted on line (www.imgawards.com) and need to be received before December 31, 2017 at 6pm CET (Central European Time). Only entries published after 31 December 2016 and entries that are not published yet are eligible.

From 15 January 2018 – 15 February 2018 a panel of on line judges will select the games they think should be nominated. The result of their votes will determine the selection of the 100 – 150 nominations.

An international jury will gather in Helsinki on 12 and 13 March 2018 to select the winners in different categories. The names of the different categories will be decided then and there according to the nature of the submitted games.

The winners will be announced on 20 March 2018 during the IMGA Awards Ceremony, which will take place at 111 Minna Gallery, San Francisco.

SCHEDULE 2

The City of Helsinki will be specifically mentioned as the hosting city of the IMGA judging session and the Helsinki and host of the East meets West conference in all on line and off line communication.

Helsinki's logo will be printed on all standup banners and press backdrops used during the judging event and the Awards Ceremony.

The IMGA staff and its partners will actively promote these events and will work closely with the City of Helsinki to boost its branding related to these two events.

Detailed program (subject to change)

Saturday 10 Mars
Arrival of IMGA Staff

Sunday 11 Mars
Arrival of all Jury members
Informal drinks and dinner for early arrivals

Monday 12 Mars
08.00 Breakfast
09.00 Opening of the judging session
12.30 Lunch
14.00 Second judging session
17.30 End of the judging session: 70% of the preselected games are scored
19.00 Dinner and Evening program

Tuesday 13 Mars
08.00 Breakfast
09.00 Opening of the judging session
12.30 Lunch
14.00 Final decision making
17.30 End of the judging session: The winners are selected I all categories.
19.00 Dinner and Evening program

Wednesday 14 March (subject to change)

09.00 Coffee and badge pick up
09.30 Welcome by the City of Helsinki
10.00 Opening of the East Meets West Conference
10.10 – 12.30 Different panel presentations on the current risks and opportunities for western publishers to do business in China.
12.30 – 14.00 Networking Lunch
14.00 - 16.00 Roundtable discussion: an open Q and A with the major Chinese players
16.00 – 18.00 Final sessions

10.00 – 18.00 During the whole day Finish studios will have the opportunity to show their work at different tables at the venue and book meetings with Chinese companies attending the event.