

DEFINITE TERM EMPLOYMENT AGREEMENT

A definite term agreement entered into on the 2nd May 2019 by and between Mr. Pierre Fenech (M) appearing hereon for and on behalf of The Institute of Tourism Studies Malta (hereinafter referred to as the "Employer" or the "Company") and Ms Rosianne Cutajar, holder of Identity Card # of [redacted] hereinafter referred to as the "Employee").

IN THIS PRESENT CONTRACT the following expressions shall have the following meanings:

"Competing/Conflicting activity" shall mean any business, trade or occupation the same as or similar to or in conflict with any activity carried on by the Employer;

"Employment" shall mean the employment of the Employee in accordance with the terms of this present contract, and especially the terms of clauses 1 and 2;

"Information" shall mean all communications and all information whether written, visual or oral and all other material supplied to or obtained by the Employee from the Employer during the continuance of the Employment and all information, reports, recommendations or advice given to any Director, staff member or other person connected with the Employer in pursuance of his duties hereunder, and shall include any information from whatever source supplied to or obtained by the Employee concerning the trade secrets, customers, business associations, government and/or parastatal departments and transactions, financial arrangements and technical or commercial affairs of the Employer.

Terms and Conditions

In consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

01. Employment

The Employer hereby appoints the Employee as Consultant to the CEO and the Employee hereby accepts this appointment upon the terms and conditions hereinafter set forth.

02. Term

This Agreement is for a definite term of three (3) years commencing on the 2nd day of May, 2019, subject to a period of probation of one (1) year as established in the Proviso to Section 36(1) of Chapter 452 of the Laws of Malta. The parties stipulate that the provisions of Regulation 7 of LN452.81 (Contracts of Service for a Fixed Time Regulations) do not apply to this contract or to any extension thereof and this due to the fact that sub-regulation 4 of Regulation 7 provides for the establishment of objective reasons as to why the said Regulation should be inapplicable to a particular employment relationship and the parties agree that the particular characteristics of the employment contemplated of this agreement satisfy the said Regulation.

Twelve (12) months prior to the expiry of the term of this agreement, the parties shall come together to discuss the renewal thereof and in the event that the Employer does not give notice of intention not to renew ten (10) months prior to the lapse of any current period, this agreement shall be deemed to have been extended for a further period of twelve (12) months with effect from



the date of termination of the then current period under the same terms and conditions applicable during said current period.

03. Remuneration

For all services rendered by the Employee under this Agreement, the Employer shall pay the Employee who accepts the salary as indicated in the attached schedule marked "Document A" which schedule forms an integral part of this agreement.

For the avoidance of doubt it is stipulated that the remunerative structure agreed above is full and sufficient compensation to the Employee for any and all hours worked in the proper fulfillment of his duties and the Employee waives any claim in connection therewith.

04. Duties

The Employee is employed on a minimum twenty four hours per week basis and shall ensure that she delivers the service in such a manner as to properly execute the functions and duties of the post. The Employee shall carry on and manage and control generally the operations and business of the Employer as assigned to him by the Employer. "Document B"

05. Leave

Vacation Leave

The Employee shall be entitled to all vacation leave as regulated by law. All leave entitlement is to be utilized during the current year in which it is due and all unutilised leave will be forfeited if it is not so availed of unless prior approval is obtained to carry forward such leave to the following year.

Sick Leave

The Employee shall be entitled to sick leave in line with law. The Employer reserves the right to require certification by a medical advisor of its choice.

Special Leave

The Employee shall be entitled to special leave as stipulated by law.

06. Policies

The Employee shall abide by the policies set forth in the annexed "Document C" and in addition thereto shall also abide by the confidentiality provisions of the law in and it is stipulated for the avoidance of doubt that any breach of the obligations imposed thereby shall be deemed to be sufficient grounds for summary dismissal.

07. Overseas duty travel

The Employee agrees to travel on Employer business from time to time as may be necessary and in accordance with the Employer's policy regulating such travel. The Employer will reimburse any expenses incurred in this respect in accordance with the same policy and the Employee shall travel in business class or equivalent and be accommodated in similar fashion.

08. Extant of Services

The Employee shall report directly to the CEO of the Company. The Employee shall devote such time, attention and energies to the business as is required by the Company.



09. Termination

Without prejudice to any other right or remedy allowed by Law to the Employer, the Employer shall have the right to terminate the employment of the Employee in the event that any good and sufficient cause as detailed in Article 10 hereunder justifies such termination and in the case of proved non-performance or breach of this Agreement on the part of the Employee.

Upon termination of this contract for whatever reason the Employee shall not at any time thereafter represent himself as being in any way connected with the business or affairs of the Employer and shall return to the Employer any and all property of the Employer and shall moreover resign from any position or appointment to which the Employee had been appointed as a consequence of his employment.

10. Discipline and Performance

The Employee is expected to conform to the highest levels of discipline and performance and in this regard:

- (a) the Employer has the right to suspend the employee on half the total remuneration in the event that it becomes necessary to investigate any breach of discipline on the part of the Employee;
- (b) the investigations will be conducted with all due dispatch and will not, in any event, take longer than two months to conclude;
- (c) at the expiry of the said two months, the Employer will either charge the Employee in writing, the case being heard by a disciplinary board appointed by the Board of Directors or inform the employee in writing that the investigations have exonerated him and have him reinstated;
- (d) in the event that the employee is found not guilty or if investigations do not result in a charge, the Employee will be refunded the full unpaid amount of his total remuneration during the period of suspension;
- (e) if the Employee is under investigation by the police or charged pending trial for any offence directly or indirectly connected with his duties, the Employer may at its sole discretion suspend the Employee on half pay pending the definite outcome of the investigations or charge or institute internal disciplinary proceedings as herein provided;

Provided that if the Employer opts for the course of action provided for in this sub-clause, it will inform the employee in writing of this and the final outcome of the investigation or charge will be binding on the Employer;

Provided further that the definitive finding of guilt in an offence punishable with imprisonment directly affecting the performance of the Employee's duties will constitute good and sufficient cause for summary termination of employment without the necessity of disciplinary proceedings.

11. Standard of Dress and Personal Appearance

The Employee agrees to maintain a high standard of dress and personal appearance compatible with the working environment in which she carries out his duties and with the post she occupies.

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. Amendments

No supplement, modification or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

14. Severability

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

15. 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.

16. Applicable Law

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Mr. Pierre Fenech
CEO ITS

Ms. Rosianne Cutajar
Consultant to CEO

DOCUMENT A

01. An annual basic salary of €27,000 per annum payable in 13 payments pro rata every 4 weeks in arrears, to which amounts shall not include the Statutory Bonus.

Any Cost of Living increases announced by Government shall continue to apply cumulatively throughout the term of the contract.

Two handwritten signatures in blue ink, one above the other, located in the bottom right corner of the page.

DOCUMENT B

List of Duties include:

- Helping and advising CEO in directing the company in keeping with the outlined vision
- Represent the company as required, including attendance of important functions, industry events and public meetings
- Work closely with the respective CEO and Directors to prepare annual budgets, and any potential projects which arise from time to time.
- Oversee quality control throughout the Company, establishing goals
- Assist CEO in day-to-day decisions
- Develop the right framework and systems to be in place to report on progress achieved on each program and project and ensure the development of appropriate key performance indicators and targets to monitor outcomes
- Overseeing all operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission
- Build trust relations with key partners and stakeholders and act as a point of contact for important shareholders
- Lead and motivate subordinates to advance employee engagement develop a high performing managerial team
- Maintain a deep knowledge of the markets and industry
- Review financial and non-financial reports to devise solutions or improvements
- Enforce adherence to legal guidelines and in-house policies to maintain the foundation's legality and operation ethics
- Analyze problematic situations and occurrences and provide solutions to ensure growth




DOCUMENT C

INFORMATION PROTECTION & USE POLICY CONFLICT OF INTEREST / TRANSACTION OF BUSINESS POLICY / DATA PROTECTION

Confidentiality

All employees during employment and after the end of employment, said employment having been terminated for any reason whatsoever are obliged to maintain full confidentiality as to any Business Information acquired in any manner during the course of employment. Furthermore, employees shall not at any time directly or indirectly disclose to any third party or use other than for any legitimate purposes of the Employer or as directed by the Chairman any Business Information.

Employees shall not without the prior authority of the Employer remove from the Employer's premises or copy or allow others to copy the contents of any document, computer disk, tape or other tangible item which contains any Business Information or which belongs to the Employer.

Employees shall return to the Employer upon request and, in any event on the termination of employment for any reason whatsoever, computer disks and tapes and other tangible items in their possession or under their control which belong to the Employer or which contain or refer to any Business Information. Furthermore, employees shall if so requested by the Employer delete all Business Information from any computer disks, tapes or other re-usable material in their possession or under their control and destroy all other documents and tangible items in their possession or under their control which contain or refer to any Business Information.

For the purposes of the above 'BUSINESS INFORMATION' means all and any information (whether or not recorded in documentary form or on computer disk or tape) relating to the business activities of the Employer including without limitation sales targets and statistics, market share and pricing statistics, marketing surveys and plans, market research reports, sales techniques, price lists, discount structures, advertising and promotional material, the names, addresses, telephone numbers, contact names and identities of customers and potential customers of and suppliers and potential suppliers to the Employer, the nature of their business operations, their requirements for any product or service sold to or purchased by the Employer and all confidential aspects of their business relationship with the Employer.

Conflict of Interest / Transaction of Business

Employees shall not without the Employer's prior written permission hold any material interest (except in the context of equities held in a publicly quoted company) in any person firm or company which:

- (a) is or shall be in competition or with the Employer or has substantial dealings therewith; or
- (b) impairs or might reasonably be thought by the Employer to impair the Employee's ability to act at all times in the best interests of the Employer; or
- (c) requires or might reasonably be thought by the Employer to require employees to disclose any Business Information in order properly to discharge any duties to or to further his interest in such person, firm or company.

Employees shall not accept gifts (including hospitality) from any supplier clients or business associated with the Employer except for seasonal or other gifts of low value or which are in the ordinary course of business: in the event that an offer of such gifts is made and the refusal thereof is liable to cause offence the Employee concerned should consult the Chairman in order to avoid compromising the interests of the Employer.



Employees shall at all times conduct business on behalf of the Employer in a transparent and honest manner and shall not make any offer of gifts or favours that are intended to compromise the integrity of the intended recipient: seasonal and other gifts in the ordinary course of business are excepted and in the event that a particular situation appears to require a gesture of appreciation the Chairman should be consulted beforehand in order to avoid compromising the interests of the Company.

Internet Use

Employees who make use of the Internet and other computer systems in order to carry out their duties are to take reasonable care to ensure that the Employer's systems are not compromised by virus or hacking or other unauthorised incursion. The use of the Internet is to be limited to work-related duties and while in their personal time employees may make use of the Internet such use is to be in line with this policy.

Employees are not to download material that is not connected with their duties and in the case of doubt they are to consult the appropriate company official prior to downloading.

Use of email facilities for personal messages is allowed provided that this does not compromise in any way the interests of the Employer and provided no downloads of any programmes or material that are objectionable or otherwise compromise the interests of the Employer are carried out and the Employer reserves the right to view and / or delete at any time even without the knowledge of the employee any email and Internet traffic.

I acknowledge that I have read and understood the above and in particular I understand that the Employer may take disciplinary action and / or seek damages against me if I act in breach of these policies.

Data Protection

I understand that the Company processes data in my regard and I consent to the said processing in accordance with the law.

Signed: _____



Dated: _____

2-05-2019