

Our Ref: Channel 4 and TfL – The Paralympics Rio 2016 Partnership

18th August 2016

Dear

Transport for London (“the Authority”) and OMD UK (“OMD”) and Channel 4 (“the Sponsor”) (together “the Parties”) agree to the Authority’s grant of the Benefits in return for the Sponsor’s payment to the Authority of the Sponsorship Costs relating to the Paralympics Rio 2016 Partnership (the “Project”) set out in the commercial terms below and general terms appended (“the Agreement”).

Please sign and return the enclosed copy letter to indicate your agreement.

COMMERCIAL TERMS

1. **Benefits** means:

- a) The broadcast of Sponsor generated messages during the Sponsorship Period on the TfL Estate. To be broadcast via:
 - i. London Underground Electronic Service Update Boards (ESUBs x 400). Maximum of 100 characters per message, including spaces. The system can load up to 8 pages and changes every 10 seconds.
 - ii. London Underground Platform Dot Matrix Indicators (DMIs x 805). A maximum of 100 characters per message, including spaces. Message will broadcast every two minutes on Bakerloo, Jubilee and Northern lines. The Central line stacks messages and displays on rotation, every 2-4mins.
 - iii. London Buses iBus Indicators (iBus x 2660 shelters). A maximum of 100 characters per message, including spaces. Message will broadcast every 3 minutes.
- b) The messaging will cover live score updates and news relating to the Project. Sponsor generated messages across all sites and monitors will cover:
 - i. Countdown: 6-day period. 1 message per day relating to the anticipation of the Project from Thursday, 1st September 2016 – Tuesday, 6th September 2016
 - ii. Live Phase: 12-day period. Maximum of 10 messages per day relating to Paralympic events from Wednesday, 7th September 2016 – Sunday, 18th September 2016.

Except where critical TfL service messages prevents broadcast at a specific time on a specific line or lines, TfL will publish messages within 5 minutes after receipt for live score updates and within 15 minutes for non time sensitive messages.

Messages will be published on rotation along side other TfL service messages. Sponsor messages will stay live until the Sponsor provides a newly generated message.

- c) Reporting – TfL will provide a Service Report for the iBus and ESUB systems on the following dates:
 - Monday, 5th September 2016
 - Monday, 12th September 2016
 - Monday, 19th September 2016
- d) Each message will reference C4 or ALL4. ESUB messages will also include the Sponsor Logo.
- e) Media Activity:
 - i. Social Media Channels – The launch of the partnership will be supported through social media on @TfLOfficial on Twitter and the Authority's Facebook page. Additional activity relating to the partnership will be posted and published when deemed relevant to the Authority's customers and followers. The TfL Press Office and Social Media team will determine the relevance and decisions will be made in light of operational needs and in consultation with the Sponsor.
 - ii. OMD and or the Sponsor must provide TfL with 48 hours to approve any press release that references TfL, London Underground or the Project.
- f) Activation/Added Value:
 - i. The PA system at two stations will be broadcast from 1st September until 6th September 2016 outside of peak traffic, from 09:30 – 16:59 every 20 minutes.
 - ii. All Activation opportunities will conform to TfL Health & Safety regulations as notified to the Sponsor in advance by the Authority and any filming will be conducted outside of peak hours

2. **Sponsor Logo** means either of the following:



3. **Sponsorship Costs** means one hundred thousand pound sterling (£100,000.00) (plus VAT) payable on receipt of an invoice which may be issued by the Authority on the 31st October 2016. The Sponsor shall procure that its agency, Talon Outdoor, pay the invoice within 30 days of receipt.

For the avoidance of doubt time shall be of the essence for the payment of Sponsorship Costs.

4. **Sponsorship Period** means the period commencing on Thursday, 1st September until Sunday, 18th September 2016.

Project means The TfL Channel 4 Paralympics Rio 2016 partnership.

5. Without limiting its obligations and responsibilities under this Agreement the Sponsor shall effect and maintain Employer's Liability insurance as required by law, and public liability insurance of not less than £2 million per occurrence or series of occurrences arising out of one event. This cap does not apply to such matters as death or injury.
6. **TfL Estate** means the DMIs on the Bakerloo, Northern, Central, Jubilee (Stanmore to Green Park, Waterloo, Westminster and Stratford) and ESUBs within all London Underground stations. Plus, all bus shelters with iBus technology and displays.

SIGNED FOR AND BEHALF OF THE PARTIES

(Transport Trading Limited will sign)

.....
Duly authorised signatory
for the Authority

.....
Duly authorised signatory
for the Sponsor

APPENDIX 1 – GENERAL TERMS

1. The Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other material obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.
3. Subject to clause 4, no change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority and accepted by the Sponsor), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing and agreed by the Parties.
4. In the event that the Authority fails to transmit less than 80 percent of the messages in accordance with paragraph 1(b) of the attached commercial terms, the Sponsor shall be entitled to a reduction in the Sponsorship Costs, as agreed by the parties in writing.
5. The Authority shall acknowledge the Sponsor's participation in the Project by incorporating the Sponsor's name and/or the Sponsor Logo on the literature, programmes, advertisements and posters if and to the extent as set out in the Commercial Terms. The Authority shall have the sole right of approving all such literature and materials provided that: (a) they are supplied to the Sponsor for review prior to publication; and (b) the Authority follows any formal brand guidelines of the Sponsor.
6. The Authority may terminate this Agreement at any time if: (a) the Sponsor demonstrates or declares, whether by words or its actions, that it shall not be paying the Sponsorship Costs and/or adhering to this Agreement; or (b) circumstances arise from which there is a risk of damage to the Authority by reason of the conduct of, or adverse publicity about the Sponsor, by giving the Sponsor notice in writing to bring the Agreement to an end immediately, and in such circumstances the Authority shall be entitled to retain fees already paid provided always that upon the application of paragraph 6(b), the Sponsor's liability for costs arising subsequently shall cease, save that the Authority's other rights for any breach shall survive termination.
7. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that it determines it no longer wishes to be associated with the Project; the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach of this Agreement; or liquidation, receivership, administrative receivership, administration, becoming insolvent, cessation of trading or a the presentation of a petition for its winding-up or bankruptcy.
8. Either Party may give notice to terminate this Agreement in the event that the other: (a) breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; (b) breaches this

Agreement where such breach is not capable of remedy; or (c) goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy;

9. The Authority accepts no responsibility for any change to the Project or for any reason beyond the Authority's reasonable control, including without limitation, act of God, fire, national or local disaster. The Sponsor shall indemnify the Authority in respect of all claims, damages, costs (including (without limitation) legal costs) howsoever and whensoever arising (including, without limitation, claims, damages and costs in respect of death, personal injury or damage to property (and consequential loss)) resulting from any breach of this Agreement, negligence, or breach of statutory or other duty by the Sponsor or any person acting on its behalf.
10. Subject to clause 15 and provided the Sponsor is not in breach of paragraph 5 of the foregoing letter, in respect of liabilities for which the Sponsor is covered under its public liability insurance or its employer's liability insurance, the Sponsor's liability under this Agreement, including (without limitation) the indemnity in clause 9, shall be limited to (i) £2,000,000 (two million pounds) in respect of claims covered under its public liability insurance; and (ii) the level of indemnity required to be maintained at law in respect of claims covered under its employer's liability insurance. These limits shall apply however that liability arises, including (without limitation) a liability arising by breach of contract, arising by tort, including (without limitation) the tort of negligence, or arising by breach of statutory duty. These limitations shall not exclude or limit the Sponsor's liability for death or personal injury caused by the Sponsor's negligence or fraud or fraudulent misrepresentation. In respect of any other liability, and subject to clause 15, the Sponsor's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Agreement, whether in contract, tort or otherwise, shall not exceed the total amount of the Sponsorship Costs paid by or on behalf of the Sponsor.
11. The Sponsor hereby grants to the Authority a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo in relation to the Project. Such licence shall terminate upon expiry or earlier termination provided always that the Sponsor acknowledges and agrees that following any earlier termination by the Sponsor the Authority shall be entitled to (i) continue to use the Sponsor Logo with the Sponsor's prior consent; and (ii) a reasonable period within which to remove the Sponsor Logo from Project related materials such period to be no more than two (2) calendar months.
12. Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Project, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, save for any intellectual property rights existing in the Sponsor Logo. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party. Subject to Clause 10, in the event of

termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.

13. Subject to Clause 15 neither party shall be liable to the other, whether in tort, contract or otherwise, for any anticipated loss of profit, loss of profit (whether direct or indirect), loss of opportunity, loss of goodwill and/or any loss which is indirect, consequential or economic or which, whether or not in practice it arises as a direct and natural result of a breach of this Agreement, was not at the time this Agreement was made, a reasonably foreseeable result of such a breach.
14. The Sponsor shall indemnify and hold harmless the Authority against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by Authority as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the Sponsor's marks or any content (such as text, graphics or photography) supplied by the Sponsor infringes the intellectual property rights of a third party.
15. Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Agreement in respect of any fraud.
16. Each Party undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the other any trade or business secret or other information by its nature or expressed to be confidential supplied by the disclosing party, save that Channel 4 Commercial may disclose, permit the duplication or disclosure of such confidential information to any company in the Sponsor's corporate group. The Sponsor gives its consent for the Authority to publish this Agreement and ancillary information/documentation.
17. The Sponsor shall not, and shall procure that it shall not pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority without the Authority's written approval.
18. Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted.
19. The Agreement is personal to the Sponsor who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority.

20. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected.
21. No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
22. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
23. Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.
24. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
25. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.