

Our Ref: London Underground Actimel Campaign Spring 2016

24th March 2016

Danone Limited
3rd Floor
International House
7 High Street
London
W5 5DW

Dear Danone,

Transport Trading Limited (“the Authority”) and Danone UK Limited, company number 01769822 (“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 London Underground Actimel Campaign Spring 2016 as 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:

i. Station Ownership (1 x week, Mon-Fri):

- 5 x destination stations – Canary Wharf, Farringdon, Westminster, Green Park and Tottenham Court Road
- Rights to dress corridors and ticket halls with wall and floor vinyls
- 1 x busking space with branded vinyl and wall graphic (where appropriate) at 5 x destination stations
- Rights to place Stay Strong Brothers on 1 x busking spaces in 5 x destination stations during campaign week
- Activation rights at 5 x destination stations (staffing & stand costs to be met by the Partner)

ii. Additional Benefits:

- Press Support – joint press release with Danone representative quote
- Social Media support on TfL Twitter feeds & Facebook page.
- Photography & film rights for 5 x days of the station activation
- Rights to use filmed and photographed material in domestic below the line communications, PR and social media

2. **Sponsor Logo** means the logo(s) following:



3. **Authority Logo(s)** means the following:



3. **Sponsorship Costs** means **£225,000** (plus VAT) payable on receipt of an invoice which will be issued by the Authority on the 31st March 2016. The Sponsor should pay the invoice within 60 days of receipt.
5. **Sponsorship Period** means the period commencing on Monday, 11th April until Friday, 15th April 2016.
6. **Project** means the Actimel Station Ownership and Sampling Campaign 2016.
7. Without limiting its obligations and responsibilities under this Agreement the Sponsor and its agencies shall effects and maintains public liability cover in the sum of not less than £5million and per claim and produce to the Authority, evidence of such policy of insurance. For the avoidance of doubt the Authority shall not be liable to insure in respect of or for any loss of or damage to any material(s) the Sponsor, or any person acting upon its behalf brings on to any property or premises of the Authority as part of the Project or otherwise and the Sponsor shall be responsible for effecting adequate insurance(s) in this regard.

**SIGNED FOR AND BEHALF OF THE
PARTIES**

.....
Duly authorised signatory
for Transport Trading Limited
Justin Brand
Commercial Asset Management Director

.....
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. In consideration of the Sponsorship Costs, the Authority will provide the Benefits in accordance with the Commercial Terms and these General Terms. The Authority will obtain all necessary rights, permissions, licences and consents necessary for the provision of the Benefits and use reasonable care and skill in doing so.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other 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. 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), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing.
4. 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.
5. The Authority may terminate this Agreement at any time if: (a) the Sponsor goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy; (b) 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 (c) 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 5(c), the Sponsor's liability for costs arising subsequently shall cease, save that the Authority's other rights for any breach shall survive termination.
6. 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.
7. 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; or (b) breaches this Agreement where such breach is not capable of remedy;

8. 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.
9. 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: (a) following expiry or earlier termination by the Authority, the Authority shall be entitled to continue to use the Sponsor Logo in its reporting of outcomes of the Project, general historical reporting of the Project and for archive purposes; and (b) following any earlier termination by the Sponsor the Authority shall be entitled to a reasonable period within which to remove the Sponsor Logo from Project related materials such period to be no less than two (2) calendar months.
10. 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.
11. The Sponsor warrants that it will not knowingly infringe the intellectual property rights of any third party in performing its obligations under this Agreement. To the extent any promotional or other material used by the Sponsor contains intellectual property rights owned by a third party, the Sponsor shall obtain a licence from the third party permitting the use of such rights and granting the Sponsor the right to sub-licence its use in the manner set out in this Agreement. The Sponsor shall indemnify and hold harmless the Authority against any claims, damages, costs (including (without limitation) reasonable legal costs), reasonable expenses, loss or damage incurred by Authority arising under or in connection with breaches of this clause 11 provided always the Sponsor's total aggregate liability in this regard shall not exceed the Sponsorship Costs.
12. The Sponsor undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the Authority any trade or business secret or other information by its nature or expressed to be confidential supplied by the Authority to the Sponsor. The Sponsor gives its consent for the Authority to publish this Agreement and ancillary information/documentation.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
19. 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.
20. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
21. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.