



Our Ref: Lucozade Find Your Flow Partnership

10th May 2017

Nicola Rust
MediaCom Holdings Limited
124 Theobald's Road
London
WC1X 8RX

Dear Nicola,

Transport Trading Limited ("the Authority") and Mediacom Holdings Limited ("the Agency") (together "the Parties") agree to the Authority's grant of the Benefits in return for the Agency's payment to the Authority of the Promotion Costs and compliance with the Conditions on behalf of Lucozade Ribena Suntory Ltd ("the Client") 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 the following:

- a) 4 days of sampling in Oxford Circus underground station main ticket hall between Tuesday 30th May and 2nd June 2017.
- b) 4 days of PA announcements at Oxford Circus underground station. A single script will be provided by the Agency with a message lasting a maximum of 10 seconds. The message will be played at a frequency of 15 to 30 minute intervals during sampling hours (urgent operational or safety messaging may take priority in certain circumstances). The Agency will provide copy for the single script (pre-approved by the Client and the Authority) as early as possible, and no later than midday Friday 21st April.
- c) 1 day of filming support and location fees for the services of the TfL Film Office between the hours of 10:00 and 15:30 (filming licence and scope of work subject to separate agreement).
- d) Support from relevant TfL staff in the development of an NFC (near field communication) Payment Device and Process, including communication to relevant operational staff.

2. **Conditions** means the following:

- a) The Authority reserves the right to withhold Benefits 1. a) or 1. b), either temporarily or permanently, in the event that any part of the Project fails to comply with these Conditions or General Terms referred to in Appendix 1.
- b) The Authority bears no responsibility for the performance of the NFC Payment Device and Process, it's acceptance on the TfL network or any issues arising with customers. All NFC Payment Devices must be issued with the relevant customer Terms and Conditions in Appendix 2.

- c) The Client shall be liable for all costs of travel arising from the Project. Recovery of any travel costs not subject to automatic settlement by the Issuer used for the purpose of this Project, for whatever reason, will be subject to a supplementary agreement between the Authority, VCG The PromoRisk People Limited and The Big Kick Company Limited.
 - d) Full EMV (Europay, MasterCard and Visa) accreditation or a valid waiver from one of the constituent payment schemes must be in place for the duration of the Promotion Period.
 - e) Test devices developed for the NFC payment promotion must receive a pass when tested for speed and reliability in the Oyster reader test environment at Cubic Transportation Systems Ltd.
 - f) Live devices developed for the NFC payment promotion must receive a pass when tested for speed, reliability and functionality in the live environment on the London Underground network. Functionality means live devices developed for the NFC payment promotion will allow one entry and one exit on the yellow readers only.
3. **Promotion Costs** means £50,000 plus VAT on receipt of an invoice published on Friday 26th May. Payment is due net within 28 days. For the avoidance of doubt time shall be of the essence for the payment of Promotion Costs.
 3. **Promotion Period** means the period commencing on 30th May 2017 until 30th June 2017.
 4. **Project** means Lucozade Find Your Flow Partnership.

SIGNED FOR AND BEHALF OF THE PARTIES

.....
Graeme Craig
Director of Commercial Development
 Duly authorised signatory
 for the Authority

.....
 Duly authorised signatory
 for the Agency

APPENDIX 1- GENERAL TERMS

1. The Agency shall pay the Promotion Costs in the manner and on the dates required by this Agreement.
2. In the event that the Agency 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 Agency 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. Benefits not realised due to the non-provision of artwork or copy by the Agency in line with the production deadlines of the Authority will be considered as having been offered and will be paid for as such.
5. The Authority may terminate this Agreement at any time if: (a) the Agency 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 Agency demonstrates or declares, whether by words or its actions, that it shall not be paying the Promotion 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 Agency, by giving the Agency 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 Agency's liability for costs arising subsequently shall cease, save that the Authority's other rights for any breach shall survive termination.
6. The Agency shall remain liable for the Promotion 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 Agency in the case of the Agency'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. Except in relation to the Agency's liability under the indemnity given in Clause 11, the total aggregate liability of the Agency under or in connection with this Agreement, whether arising from contract, negligence, or otherwise, will be limited to the Promotion Costs paid or payable by the Agency under this Agreement.
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; or (b) breaches this Agreement where such breach is not capable of remedy;

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 Agency 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 Agency or any person acting on its behalf.
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 Agency 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 Agency 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 Agency's marks or any content (such as text, graphics or photography) supplied by the Agency infringes the intellectual property rights of a third party.
12. The Agency 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 Agency.
13. The Agency gives its consent for the Authority to publish this Agreement and ancillary information/documentation. The Agency also gives its consent for the Authority to issue communications which refer to the Project to customers and stakeholders including, but not limited to, a press release, reactive press statements and social media posts. These communications may include, but not be limited to, details on the Promotion Costs and a link to the published Agreement.
14. The Agency 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.
15. 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.

16. The Agreement is personal to the Agency who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority.
17. 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.
18. 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.
19. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
20. 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.
21. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
22. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.

APPENDIX 2- CUSTOMER TERMS AND CONDITIONS

1. This promotional Lucozade Energy bottle (which includes an NFC chip on the base) (Lucozade NFC) entitles you to one free journey on the London Underground (Tube).

2. To use on the Tube, touch the base of the Lucozade NFC on the yellow reader on entry and exit, just as you would an Oyster or contactless card. The Lucozade NFC is not valid for travel on bus, tram, DLR or National Rail services.

3. Please note the Lucozade NFC is only valid for one (1) Journey which must be made between 30 May 2017 and 4 June 2017 (inclusive Lucozade Journey). If the Lucozade NFC is not made in this week, it will be forfeited. The Lucozade NFC must be used on entry and exit of the journey.

4. If, for any reason, the Lucozade NFC is not valid for travel on inspection by TfL staff, the customer may be requested to pay the standard fare for travel or be given a penalty fare, if the

Lucozade NFC does not work during the validity period (30 May 2017 and 4 June 2017), please contact Customer Care on 0800 098 3999 and retain the Lucozade NFC for verification purposes.

5. Use of the Lucozade Journey is subject to all conditions of use and carriage which apply to customers travelling on the TfL network (including those of TfL and companies operating services on the network). See <https://tfl.gov.uk/corporate/terms-and-conditions/ticketing-and-travel-conditions-of-carriage> for applicable terms and conditions.

6. The Lucozade NFC cannot be topped up.

7. Lucozade Journeys are not eligible for service delay refunds.

8. This promotion is not valid in conjunction with any other offer, promotion or discount scheme. No cash or other alternative is available.

9. The Promoter reserves the right to cancel the promotion or amend the terms and conditions at any time in its sole discretion.

10. There are certain things for which the Promoter does not accept any liability to you, and these are explained in the next paragraph. The law does not allow the Promoter to exclude or limit its liability for some things, such as death or personal injury caused by its negligence, or loss caused by a false statement where the statement is made fraudulently. The Promoter accepts full liability for these matters and all matters for which it cannot, under English law, exclude or limit its liability. These matters and all matters for which it cannot, under English law, exclude or limit its liability, are referred to as the "exclusions of liability" described below will apply to the "promoter" include all of the Promoter's associated companies, agents or any other third party involved in the Promotion.

11. Subject to the above paragraph, the Promoter will not be responsible for (and will have no liability in connection with) any omissions and/or occurrences beyond the Promoter's reasonable control, including but not limited to the responsible control, including but not limited to:

- any postponement or cancellation of the Promotion;
- any changes to the Lucozade Journey and how it can be used;
- any offer or offer by any other party as a result of accessing or using the Lucozade Journey;
- any act, omission or default of any third party supplier.

12. The Promoter is Lucozade Ribose Sunbury Limited, 2 Longwell Road, Stoney Park, Uxbridge UB8 3AT. For any queries about this promotion please contact the Lucozade Wholesaler on 0800 098 3999.

TAP TO FLOW



THIS BOTTLE IS YOUR CONTACTLESS TICKET!

VALID FOR 1 FREE JOURNEY ON LONDON UNDERGROUND*

PAYMENT TECHNOLOGY POWERED BY MUCH BETTER
Visit muchbetter.com for a Much Better way to pay.



HOW TO FLOW

- TOUCH THE BASE OF YOUR BOTTLE ON THE YELLOW CARD READER
- FLOW THROUGH YOUR JOURNEY
- TOUCH OUT WITH YOUR BOTTLE AT THE END OF YOUR TUBE JOURNEY

*Not valid for travel on bus, tram, DLR, London Underground, TfL Rail, Emirates Air Line, River Bus or National Rail services. Make your journey by 04/06/17. See reverse for full terms & conditions.