

Our Ref: Sky Game of Thrones Partnership



14th June 2017

Jak Hambleton
The Promotions Factory Limited
9-10 Market Place
London
W1W 8AQ

Dear Jak,

Transport Trading Limited (“the Authority”) and The Promotions Factory 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 Sky UK Limited (“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) 1 day of experiential activity in King’s Cross, Liverpool Street, Paddington and Waterloo underground stations on Monday 17th July 2017. Exact locations and conditions of activity subject to the Authority’s approval of the Agency’s submitted TfL Brand Experience Forms including a Risk Assessment and Method Statement for each location and confirmation of a valid public liability insurance policy.
 - b) 1 day of PA announcements at King’s Cross, Liverpool Street, Paddington and Waterloo underground stations. A script will be provided by the Agency with up to 4 bespoke messages lasting a maximum of 20 seconds each. The messages will be played at a frequency of 15 to 30 minute intervals between 7am and 7pm (urgent operational or safety messaging may take priority in certain circumstances). The Agency will provide copy for scripts (pre-approved by the Client and the Authority) as early as possible, and no later than Wednesday 23rd June.
 - 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. Exact activity and scope of work subject to the granting of a filming licence from the TfL Film Office.
 - d) 1 day of busking activity in King’s Cross underground station Northern Ticket Hall between the hours of 07:00 and 19:00.
2. **Promotion Costs** means £94,000 plus VAT on receipt of an invoice published on Friday 28th July. 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 17th July 2017.
4. **Project** means Sky Game of Thrones 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.