

Our Ref:

Your Ref:

[DATE] 8th August

[Address] Hope & Glory PR

71 Collier Street,

London,

N1 9BE

Dear Jessie

Docklands Light Railway Limited (“the Authority”) and Hope & Glory PR (“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 Pokemon Cable Car Takeover as set out in the commercial terms out below and general terms appended (“the Agreement”).

Please sign and return by e-mail to [adamcampbell@tfl.gov.uk] the enclosed letter to indicate your agreement.

COMMERCIAL TERMS

- **Benefits** means

Pokemon will have the right to activate on the London Cable Car for **1 week (7 days)** benefits include:

- Right to wrap 36 Cable Cars with Pokemon designs, subject to TfL Approval & as per the dimensions outlined in Appendix 2. Only 34 cars will be operational at a time.
- Right for branding inside the cabin, including 100% of the available ceiling space, branding on windows & the right to include a QR code on media spaces within cable car.

- Rights to change the lighting on the towers of the Cable Car Structure during the activation
- Rights for vinyling within the Cable Car stations, exact locations subject to survey & approval by TfL, but include tickets barriers, large advertising sites and in circulating areas. Full list of rights & activations outlined in **Appendix 3**
- Rights for Pokemon themed music, tannoy announcements and roaming characters in Cable Car stations during activation.
- **7** signs at North Greenwich station directing to the Cable Car & event during the activation.
- Rights to promotion of activation on TfL social media & press channels
- Rights for Pokemon to grant media & influencers up to x100 Cable Car tickets, for use across the activation period.

1. **Sponsor Logo** means the following: *Various branding of Pokemon characters and backgrounds, logos and creatives*

2. **Sponsorship Costs** means [£200,000] [plus VAT payable as follows:

- 1 payment of £200,000 received no later than 10 days after the activation finishes.

The above cost does not include production & installation costs, which will be paid for by The Sponsor. The production & installation will be managed by 3rd party company, overseen by TfL. All costs will be shared directly with The Sponsor, The Authority will charge no additional fees for production.

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

5. **Sponsorship Period** means the period commencing on [17th until 23rd August 2022) .

6. **Project** means [*Pokemon Cable Car Takeover*].

7. **[Without limiting its obligations and responsibilities under this Agreement the Sponsor shall effect insurances as required by and to the satisfaction of the Authority and shall produce to the Authority the policy or policies of**

insurance so effected or evidence of such policy or policies of insurance and the Sponsor shall also produce to the Authority as and when required by him the current premium renewal receipts relative to the policy or policies of insurance aforesaid - *drafting note: please check with Group Insurance to determine whether and to what extent insurance is required for a particular Project. If not required please delete.*

SIGNED FOR AND BEHALF OF THE PARTIES

Julie Dixon

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Duly authorised signatory
for the Authority

Jessie Cox

.....

Duly authorised signatory
for the Sponsor

APPENDIX 1- GENERAL TERMS

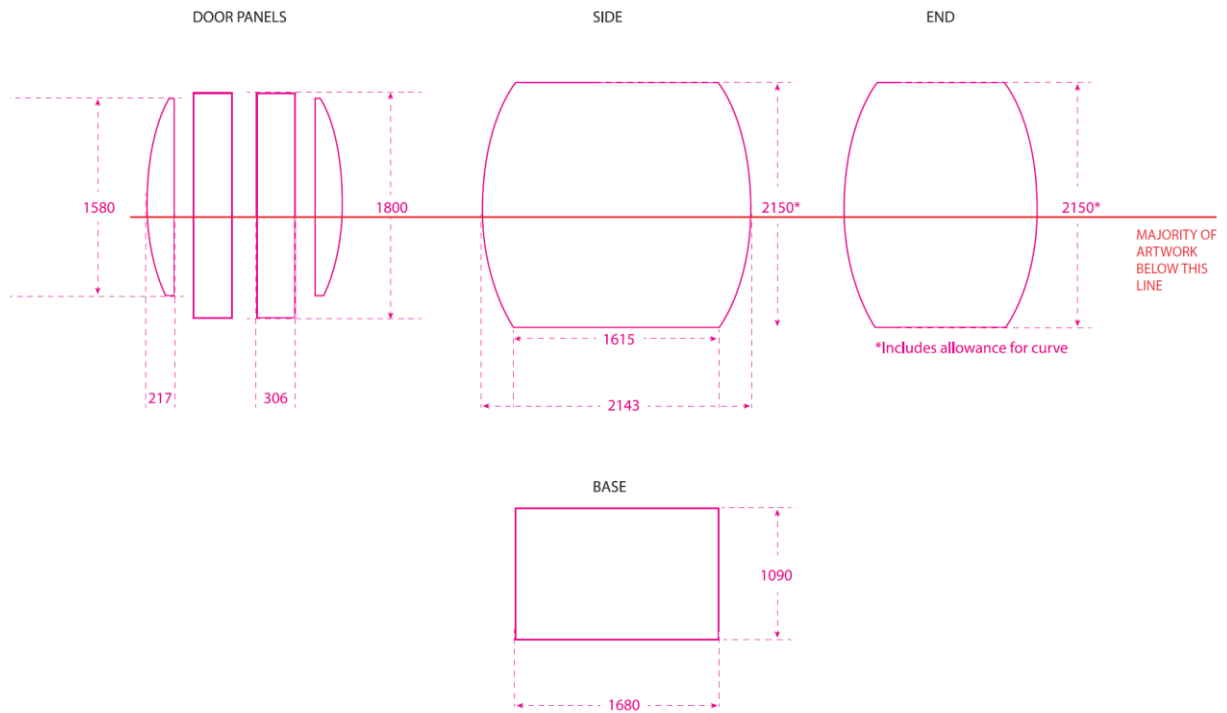
1. The Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement 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. The Authority shall be entitled to (at its absolute discretion) vary any of the Benefits. No such variation to any of the Benefits shall entitle the Sponsor to reduce or refuse payment, provided always that the Authority shall provide the Sponsor with at least 2 weeks' written notice of any such variation, setting out the details of the varied Benefits.
4. If requested by the Sponsor, 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. 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, actions or inactions, 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 (a) the Sponsor determines that it no longer wishes to be associated with the Project; or (b) the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach of this Agreement; or, the Sponsor's liquidation, receivership, administrative receivership, administration, insolvency, cessation of trading or the presentation of a petition for the Sponsor's 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 control, including but without limitation any act of God, fire, natural or local disaster or strike or labour dispute of whatever nature. The Sponsor shall indemnify the Authority in respect of all claims, damages, costs and fees (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.
9. The Sponsor hereby grants to the Authority a non-exclusive and royalty free licence to use the Sponsor Logo in relation to the Project. The Authority shall at its absolute discretion be entitled to transfer such licence to Transport for London or any of Transport for London's subsidiaries (as defined in section 1159 of the Companies Act 2006). Such licence shall terminate upon expiry or earlier termination of this Agreement 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. . 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 9, in the event of termination of this Agreement, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.
11. The Sponsor shall indemnify and hold harmless the Authority against any claims, damages, costs, fees (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.
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 any person acting on its behalf 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 or 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.

APPENDIX 2- CABLE CAR DIMENSIONS



NOT TO SCALE BUT CAN BE SCALED

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APPENDIX 3- Activation Rights List

All activations & designs subject to final approval by TfL

Cable Cars:

- Pokemon designs on exterior, doors, interior roof, screens and interior windows of 36 Cable Cars.

Vinyling in Station:

- Rights to Vinyl on exterior glass panels at North Greenwich Cable Car Station.
- Rights to Vinyl on glass panels on Waterfront in Royal Docks station.
- Rights for Pokemon characters vinyl to be installed in/on lifts at Royal Docks Cable Car Station.
- Rights to Vinyl Pokemon characters on Ticket Office.
- Rights to vinyl on interior station walls where current Emirates branding is up.
- Rights to Vinyl on interior boarding area at North Greenwich Cable Car Station.

Posters in Station:

- Rights to poster on existing OOH sites in Cable Car stations.
- Rights to add a Pokemon name/design on “Emirates Greenwich Peninsula” internal sign.
- Rights to add Pokemon designs to ticket barriers in station.

Station Exteriors:

- Pokemon design on “Lozenge” lightbox outside Royal Docks Cable Car Station
- Pokeball designs inside O’s on hanging Royal Docks name outside station.

Customer Experience in Station:

- Rights to play Pokemon themed music & station announcements during the activation.
- Rights for roaming Pokemon characters around the Cable Car stations.

- Rights to provide Pokemon themed uniforms, which Cable Car staff may choose to wear, but will be under no obligation to do so.

Cable Car Infrastructure

- Rights to change the colour of the lights on the towers supporting the Cable Car.

Access to Cable Cars

- Rights for Pokémon to create up to x100 branded wristbands to grant media and influencers unlimited access to use the Cable Cars