

SAMSUNG and TRANSPORT FOR LONDON

SPONSORSHIP AGREEMENT

This Sponsorship Agreement is dated 03-Jul-2024 | 14:25:46 BST

PARTIES:

Transport Trading Limited, registered number 01900907, whose registered office is at 5 Endeavour Square, London, E20 1JN, United Kingdom (the “**Authority**”)

Samsung Electronics (UK) Limited registered number 03086621 and registered address Samsung House, 2000 Hillswood Drive, Chertsey, Surrey, England, KT16 0RS (the “**Sponsor**”)

The Authority grants the Benefits to the Sponsor in return for the Sponsor’s payment to the Authority of the Sponsorship Costs as set out below for a 5-day activation at Old Street London Underground stations as set out in the commercial terms below and general terms appended (the “**Agreement**”).

DEFINITIONS AND COMMERCIAL TERMS

The Parties agree the following words and phrases have the follow meanings in this Agreement:

Project means the delivery of the Benefits in the Activation Stations during the Sponsorship Period.

Above the Line Activity means sponsor advertising in OOH and Press

Activations means the Promotional Materials sited in the Activation Station and the Press and Social Activations.

Activation Stations means: Old Street Underground Station

Below the Line Activity means social media (organic, paid, earned), PR, direct marketing and in store.

Rights and Benefits means:

The Intellectual Property Rights, Station Benefits and the Press and Social Activation Benefits for the campaign period are set out below.

TfL Intellectual Property rights

Old Street Roundel

The Authority will create a bespoke Fold themed Old Street Roundel and grant the sponsor the following rights for usage for the campaign period.

- Rights to use bespoke Fold Street version of the Old Street Roundel in Sponsor above the line marketing for campaign period (2 weeks – 24th July – 7th August)
- Rights to use bespoke Fold Street version of the Old Street Roundel in Sponsor below the line marketing (Press, PR, in store, social media)
- Rights to place bespoke Fold Street Roundels in local businesses (small vinyl in business window) for up to 2 weeks (wider Samsung campaign period) 24th July – 7th August. Locations to be agreed between the Authority and the Sponsor.
- Rights to use bespoke Fold Street Roundel in creative on Old Street Roundabout JC Decaux site for 4 weeks – 24th July – 18th August 2024.

In station rights

Old Street Underground Station

The Authority will place bespoke Fold Street Roundels and creative in Old Street station in locations agreed between the authority and the sponsor.

The Sponsor has the right to film / photograph in station activity for use in communication materials.

The Authority will create themed Sponsor message through PA announcements (subject to approval).

Communication rights

- Rights to create joint Authority/Sponsor press release announcing the partnership.
- Rights to up to 2 x posts on TfL social media channels (content to be agreed between the Authority and the Sponsor)

Creation, Supply and Installation and removal of materials

All Materials necessary to fulfil the Activations and give effect to this Project and Agreement will be created by or on behalf of the Authority at the cost of the Sponsor.

Promotional Materials: means vinyl-based Fold Street installations for use in the sites agreed between the Authority and the Sponsor throughout Old Street Underground Station

Production Costs: The sponsorship rights cost does not include production, installation and removal costs which will be paid for by the Sponsor. The production, installation and removal will be managed by TfL third party approved suppliers, overseen by the Authority and at the Authority's responsibility. All costs will be shared directly with the Sponsor, the Authority will charge not additional fees for production.

Promotional Periods: the 30-day period after the Sponsorship Period during which Below the Line Activity is authorised as part of the Benefits.

Sponsorship Rights Cost: £250,000

Total Costs: means £ 250,000 plus VAT and **total** production costs.

Sponsorship Period means the period commencing on 06:00 24 July 2024 and continuing until 00.00 28 July 2024 inclusive or such other period as mutually agreed between the Parties.

TFL Approved Suppliers means TfL signage framework company.

AJ Wells and Sons Ltd

Company Number: 3809371

Registered address:

Bishops Way

Newport PO30 5WS

Grant of Benefits

In good time for and for the full duration of the Sponsorship Period as defined above the Authority shall provide and shall procure the Benefits for the Sponsor.

1. Perpetual Rights

Neither the Authority nor the Sponsor shall be required to delete or suppress any Below the Line Activity after the end of the Promotion Periods.

The Authority acknowledges that from time to time the Sponsor may create campaign retrospectives, special anniversary campaigns or documentaries and “making of” or “behind the marketing campaigns. Sponsor shall be entitled to reuse the bespoke Folding themed Old Street Roundel; and video, images and depictions of this in situ during the Activations for such purposes, without further recourse to the Authority provided Sponsor uses materials that were approved by Sponsor for the purposes of this Project.

2. Intellectual Property Rights means:

The Authority hereby grants Sponsor the right to use the Fold themed Old Street Roundel for the Project for the Sponsorship Period (24 July– 28 July 2024) and for the 30-day Promotional Period and in the ways described in this Agreement.

Sponsor may exercise these rights through their appointed agency/agencies.

All usage of TfL intellectual property rights pursuant to this Agreement are subject to final approval by the Authority which shall not be unreasonably withheld or delayed.

Sponsor shall work with the Authority to assist the Authority in ensuring that none of the Activations infringe on the health and safety of customers and staff and shall adapt Activations where necessary to comply with health and safety standards. For the avoidance of doubt, health and safety at the Activation Stations during the Sponsorship Period remains the responsibility of the Authority for the purposes of this Agreement.

Sponsor will issue a trademark licence to the TfL Approved Supplier to facilitate the creation of the Promotional Materials.

Sponsor shall cease use of TfL intellectual Property Rights at the end of the Promotional Periods save as expressly permitted under clause 2.

3. Payment

Sponsor shall pay or procure that its Agency STARCOM WORLDWIDE LIMITED with company number 02555573 and registered address of 1st Floor 2 Television Centre, 101 Wood Lane, London, England, United Kingdom, W12 7FR

pays the Sponsorship Costs and Promotional Materials Costs within 30 days of receipt by the Agency of a due and valid invoice from the Authority which invoices shall be issued as follows.

- 70% payment on contract signature
- 30% payment on Project completion

4. Promotional Materials

The Authority shall contract with the TfL Approved Supplier and procure that they shall manufacture and supply the Promotional Materials on behalf of the Sponsor and install them at and remove them from the Activation Stations with all due skill and care and the Authority will grant such organisations all necessary access and assistance required.

The Authority shall procure that all Promotional Materials are fully installed before the Sponsorship Periods begin and that removal does not begin until after the Sponsorship Periods end.

SIGNED FOR AND BEHALF OF THE PARTIES	
Transport Trading Limited	Samsung Electronics (UK) Limited
Duly authorised signatory	Duly authorised signatory
for the Authority	for the Sponsor
Julie Dixon	James Kitto
.....
Name	Name
03-Jul-2024 14:25:46 BST	02-Jul-2024 12:25:29 BST
.....
Date	Date

APPENDIX 1 - GENERAL TERMS

1. The Authority shall deliver each element of the Benefits to the Sponsor including without limitation ensuring that all relevant Sponsor trademarks and branding, signage and advertising is properly in place, fully operational and not concealed.
2. The Authority agrees that it shall promptly inform and keep the Sponsor informed of any material developments or changes which might reasonably be capable of affecting the Sponsor's full enjoyment of the Benefits in which case the Sponsor may elect at its sole discretion to take an alternative benefits package of equal value or terminate this agreement and receive full refund of the Sponsorship Costs unless otherwise agreed between the Parties.
3. The Sponsor shall be solely liable to pay the Sponsorship Costs in accordance with this Agreement.
4. Either Party may terminate this Agreement at any time if: (a) the other Party goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading, or a petition is presented for its winding-up or bankruptcy.
5. The Sponsor shall remain liable for reasonable cost incurred in the event that the Authority gives valid notice of termination to the Sponsor in the case of the Sponsor's material breach of this Agreement pursuant to the terms of this Agreement; or liquidation, receivership, administrative receivership, administration, becoming insolvent, cessation of trading or at the presentation of a petition for its winding-up or bankruptcy.
6. Either Sponsor or Authority may terminate this Agreement with immediate effect in the event that the other:
 - a. commits a material breach of this Agreement and fails to remedy such breach within 14 days of notice given by the other ; or
 - b. if such breach is remediable fails to remedy that breach within a period of 30 days after being notified to do so.

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

7. None of the Parties shall be deemed to be in breach of this Agreement for any reason beyond that Party's reasonable control, including without limitation, acts of God, fire, national or local disaster. In an event beyond the reasonable control of either party due to Covid 19 or industrial action the Parties shall work together to mitigate any impact and shall have the right to reschedule the Project by agreement, extend the term , if no agreement can be reached, the Authority shall refund Sponsor any sums paid less its reasonable costs and value of Benefits received to the date of the decision to cease the Project. No further sums shall be payable to the Authority by Sponsor in this event.

8. Authority Warranties

The Authority warrants and represents to Sponsor that:

- a. so far as it is aware or should reasonably be aware it has all information it requires in order to provide the Activations in accordance with this Agreement.
 - b. it has full right, power and authority to provide the Activations to enter into and to perform this Agreement.
 - c. the provision of the Activations and Sponsor's use of any items developed or delivered by or on behalf of the Authority under this Agreement shall not infringe any Intellectual Property rights of any third party.
 - d. it is not aware, as of the date of this Agreement, of any matters within its reasonable control which may or will adversely affect its ability to perform its obligations in accordance with this Agreement.
 - e. the Activations shall be provided by appropriately experienced, qualified and trained Personnel with all due care, skill and diligence;
 - f. the Activations shall be provided in accordance with all legislation, statutory instruments or regulations; and all Activation deliverables shall be checked against and provided to Sponsor with a completed checklist.
9. The Parties shall indemnify each other in respect of all claims, damages, costs (including (without limitation) legal costs) arising 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 one of the other Parties or any person acting on that Party's behalf. In addition, the Authority shall indemnify the Sponsor in relation to any breach of clause 8.
10. Except in the case of (a) damage to, loss or destruction of real property or tangible personal property; (b) death or personal injury caused by negligence on the part of either Party or any of its employees, agents or contractors; (c) any fraudulent act or omission of a party, negligence, or wilful misconduct including a wilful or deliberate breach of this Agreement; (d) clause 14 (Confidentiality) and 15 (Compliance); and any loss, damage, cost or expense that may not otherwise be limited or excluded by applicable law, the Parties agree that, the aggregate liability of each party to the other party in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or for any other common law or statutory cause of action or otherwise arising by reason or in connection with this Agreement shall be limited to the Sponsorship Costs. Notwithstanding the foregoing any breach of clause 8 (c) by the Authority shall be excluded from the limitation of liability cap in this clause.
11. Subject to clause 9 under no circumstances shall either Party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:
- (a) loss of revenue or anticipated revenue;

- (b) loss of savings or anticipated savings;
 - (c) loss of business opportunity;
 - (d) loss of profits or anticipated profits;
 - (e) wasted expenditure; or
- any indirect or consequential losses.

12. None of the Parties shall do anything to impair the rights of any of the other Parties in their trademarks or other intellectual property and none of the other Parties 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, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Company, save for any intellectual property rights existing in the Authorities trademarks, station name and branding. In the performance of its obligations 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.

13. Each of the Parties hereby acknowledge and accept that each party or its Licensor(s) owns all rights, titles and interests in and to its own respective intellectual property and in any derivative works thereto including but not limited to trademark rights, copyright etc.

14. Each party undertakes that it shall not, at any time during this Agreement and for a period of 5 years after termination of this Agreement, disclose to any person any Confidential Information that has been disclosed to it for the purpose of entry into or performance of this Agreement except as permitted by clauses 14(a) and 14(b).

a. Each party may disclose the other party's Confidential Information:

- i. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement on a need to know basis. Each party shall ensure that each of its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information complies with this clause; and
- ii. as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or stock exchange provided that the disclosing party notifies the other party in advance of the disclosure if permitted.

b. The parties agree that the obligations set out in clause 14(a) shall not apply to any confidential information which:

- i. is, or subsequently becomes, public knowledge other than through a breach of this Agreement by the receiving party;

- ii. the receiving party can demonstrate, to the reasonable satisfaction of the disclosing party, was known by the receiving party prior to disclosure by the disclosing party and that the receiving party was not under any obligation of confidence in respect of such information;
 - iii. the receiving party can demonstrate, to the reasonable satisfaction of the disclosing party, was disclosed to the receiving party by a third party not under an obligation of confidence to the disclosing party or its group;
 - iv. the receiving party can demonstrate was developed independently of and without reference to any confidential information provided to the receiving party by the disclosing party; or
 - v. the parties agree in writing is not confidential.
- c. Each party agrees to use the other party's confidential information only for the purpose of performing its obligations under this Agreement.

15. In performing their obligations under this Agreement each Party shall:

- a. comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act 1977) and maintain its own policies and procedures in this respect;
- b. as soon as reasonably practicable report to each other any offer, request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of this Agreement;
- c. ensure that any person associated with either party who is providing services or goods in connection with this Agreement does so only on the basis of a written contract including similar anti-corruption terms;
- d. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015 and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
- e. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- f. include in its contracts with its subcontractors and suppliers applicable and appropriate anti-slavery and human trafficking provisions.

Breach of this clause 15 shall be deemed a material breach of the Agreement.

16. 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 separate business arrangement with employees, officers or agents of the Authority without the Authority's written approval. the Authority acknowledges and agrees that nothing in this Agreement shall be construed as in any way restricting the editorial discretion and activities of the Sponsor and its group.
17. The parties may not assign any of their rights or duties under this Agreement without the prior written consent of both of the other Parties, which shall not be unreasonably withheld or delayed.
18. 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.
19. 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.
20. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
21. 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.
22. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
23. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.

Appendix 2 HEALTH AND SAFETY

1. The Sponsor shall (and shall ensure that all agents, employees, contractors and representatives shall):
 - (a) prior to entering or working at the activation station (the “**Location**”) or at any of the Authority’s property, first report to the Authorised Representative, and always act subsequently under the direction of the Authority’s officials ;
 - (b) observe the Authority’s byelaws and any and all applicable laws, byelaws and health and safety requirements relating to the Authority’ property and premises including without limitation the LU Method Statement and Risk Assessment attached to this Licence.
 - (c) comply with the Authority’s policy of no smoking and the policy in respect of alcohol and drugs in force from time to time;
 - (d) on completion of the Activity, report to the Authorised Representative to sign out and hand in any permits or passes;
 - (e) be responsible at all times for the safekeeping of its own equipment;
 - (f) ensure all personal belongings remain with the event staff at all times;
 - (g) ensure that all event staff have photo identification (e.g. passport or driving licence) with them on arrival at the Location, as this will be required to sign in, and whilst at the Location;
 - (h) ensure that the Location is left in a clean and tidy state, and that all rubbish or waste associated with the Activity has been removed; and
2. The Sponsor shall not (and shall ensure that all agents, employees, contractors and representatives shall not):
3.
 - (a) interfere with the running of the Authority’ business or the comfort and convenience of the Authority’s customers;
 - (b) cause noise or disturbance to the occupiers of adjoining premises;
 - (c) without the consent of the Authorised Representative, use any mains electrical supply;
 - (d) bring on to the Authority’s premises any kind of weapon or firearm, real or artificial; and
 - (e) damage the Location and must leave the Location in a clean and tidy condition; and
 - (f) have or be granted access to any non-public areas, as identified by the Authorised Representative, at the Location without the prior written approval from the Authority.