

Our Ref: London Underground Race for Life Campaign Spring/Summer 2016

19 February 2016

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

Dear MediaCom

Transport Trading Limited ('the Authority') and MediaCom Holdings Limited ('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 Race for Life 2016 project on behalf of its client, Cancer Research ('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:

Status as a Partner of London Underground Limited.

i. Station Ownership (2 weeks):

- 5 x gateway stations - King's Cross, Waterloo, Stratford, Liverpool Street & London Bridge
- Dressing – wall and floor vinyls
- Station Announcements – During Monday-Friday (16:00 – 18:59) with 5 minute frequency (content tba)
- Whiteboard usage at 5 x stations
- Activation rights at 5 x stations (staffing & stand costs to be met by the Partner.

ii. Customer Information(8 weeks):

- DMIs - Promotional message on 805 DMIs north & southbound on 4 x lines; Central, Northern, Jubilee & Bakerloo lines
- ESUBs – 500 across the network, located in ticket halls
- 1 x message per day during peak travel times Monday - Friday (06:30-09:29 & 16:00-18:59)
- Content to be agreed between parties.
- Operational messaging will always take precedence over commercial activity

iii. Train Wrap (8 weeks):

- Partial wrap of LU rolling stock with 3M vinyl.

- Line Choice – Northern Line (JNP).

iv. Additional Benefits:

- Press Support – Press launch at the station, photo opportunities, LU Official for interview, joint press release, LU sell-in
 - Social Media support on TfL Twitter feeds & Facebook page.
 - Photography & film rights for two weeks of station activation
 - Rights to global media & marketing distribution of photography
2. **Sponsor Logo** means the logo(s) as set out in the trademark licence at Appendix 3.
3. **Authority Logo(s)** means the following:



The Authority hereby grants to the Sponsor and the Client for the duration of the Project a, non-exclusive, non-transferable, royalty-free licence to use the Authority's Logo solely for the purposes of promoting the Authority's involvement with the Project and in accordance with the terms of this Agreement and any guidance or other instructions issued by the Authority from time to time.

4. **Sponsorship Costs** means two hundred and fifty thousand pound sterling (£250,000.00) (plus VAT) payable on receipt of an invoice which maybe issued by the Authority on the 15th March 2016. The Sponsor should pay the invoice within 30 days of receipt.
5. **Sponsorship Period** means the period commencing on Monday, 18th April 2016 until Sunday, 12th June 2016.
6. **Project** means the London Underground Race for Life Campaign Spring/Summer 2016.
7. Without limiting its obligations and responsibilities under this Agreement the Sponsor shall: procure that the Client effects and maintains public liability insurance cover in the sum of not less than £5 million per claim; 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, Client 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 and/or the Client shall be responsible for effecting adequate insurance(s) in this regard.

SIGNED FOR AND BEHALF OF THE PARTIES

.....
Duly authorised signatory
for the Authority

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.
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. The Sponsor 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 Sponsor or any person acting on its behalf.

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 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 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 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.

APPENDIX 2- STATION OWNERSHIP

DRESSING

KINGS CROSS

Available area for floor media.

Revision History

Revision	Description	Author	Checked & Approved	Released
1	Initial design	[Name]	[Name]	[Date]

This template is at 10% of actual size. Therefore 10mm = 100mm.
Resolution of images need to be 400-500 dpi at 10%, to give 40-500 dpi at actual size.

Drawing Number	Date	Customer	Description	
2/1800 M330-kingsx-1-0-01	10/02/18	Transport for London	Kings Cross Station - KXXX08	

KINGS CROSS

HEROES WEAR TRAINERS

SIGN UP NOW AT RACEFORLIFE.ORG

LONDON LET'S STAMP OUT CANCER

SIGN UP NOW AT RACEFORLIFE.ORG

KINGS CROSS

Revision History

Revision	Description	Author	Checked & Approved	Released
1	Initial design	[Name]	[Name]	[Date]

This template is at 10% of actual size. Therefore 10mm = 100mm.
Resolution of images need to be 400-500 dpi at 10%, to give 40-500 dpi at actual size.

Drawing Number	Date	Customer	Description	
2/1800 M330-kingsx-2/04-01	08/02/18	Transport for London	Kings Cross Station - KXXX06-03-04-05	

KINGS CROSS

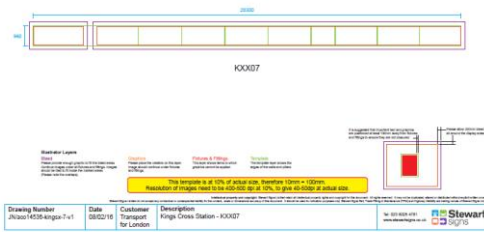
raceforlife.org #raceforlife

raceforlife.org #raceforlife

KINGS CROSS



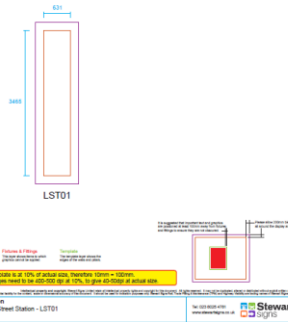
KINGS CROSS

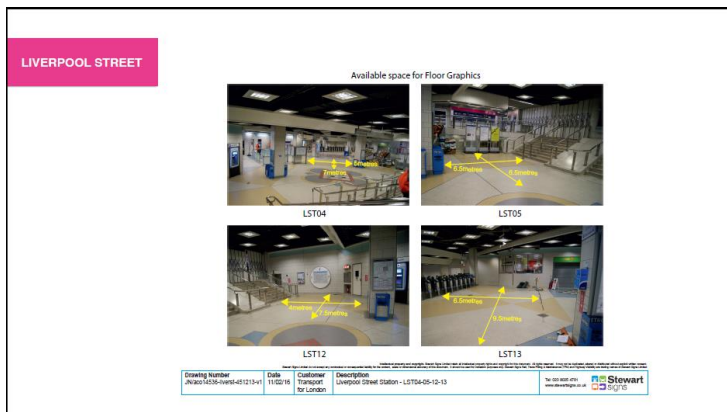
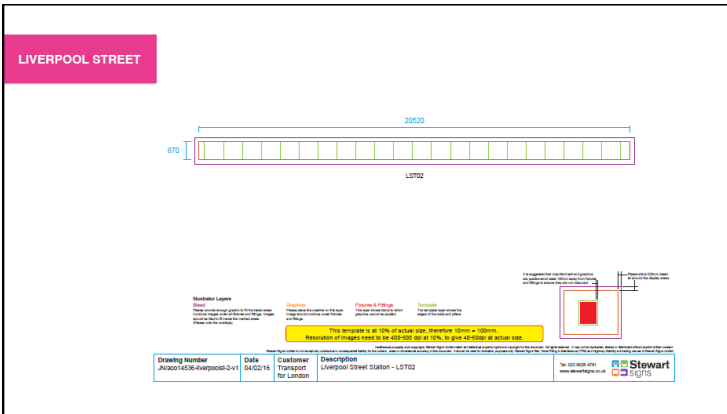


KINGS CROSS

CANCER! LONDON'S COMING TO GET YOU

LIVERPOOL STREET



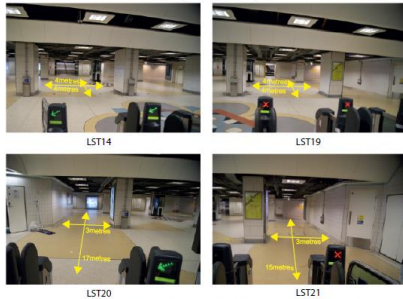


LIVERPOOL STREET



LIVERPOOL STREET

Available space for Floor Graphics

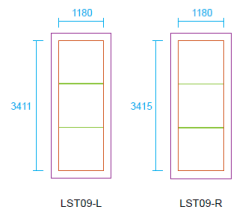


Drawing Number	Date	Customer	Description	Scale	Stewart
JN20014256-0405-14102021-1	11/02/16	Transport for London	Liverpool Street Station - LST14-19-20-21	1:50	www.stewartgroup.co.uk

LIVERPOOL STREET



LIVERPOOL STREET



Standard Layers

Notes: Please refer to standard in-house design guidelines for all artwork.

Printed & Merged: This artwork should only be printed and merged as a single PDF file.

Resolution: All artwork must be at least 300dpi at final size.

Color: All artwork must be in CMYK color space.

Fonts: All fonts must be embedded or outlined.

Images: All images must be high resolution (300dpi) at final size.

Links: All links must be functional and tested.

File Naming: All files must be named according to the naming convention.

Delivery: All artwork must be delivered in a timely manner.

Approval: All artwork must be approved by the client before printing.

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Disclaimer: The client is responsible for the accuracy of the information provided.

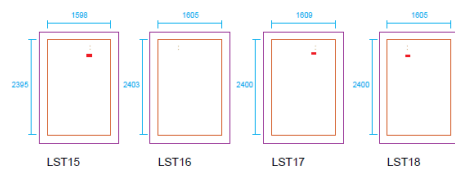
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Drawing Number	Date	Customer	Description	Stewart
JN14014535-liverpools-9-v1	04/02/16	Transport for London	Liverpool Street Station - LST09	www.stewartgroup.co.uk

LIVERPOOL STREET



LIVERPOOL STREET



Standard Layers

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Resolution: All artwork must be at least 300dpi at final size.

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Drawing Number	Date	Customer	Description	Stewart
JN14014535-liverpools-15161718-v1	04/02/16	Transport for London	Liverpool Street Station - LST15-16-17-18	www.stewartgroup.co.uk

LIVERPOOL STREET



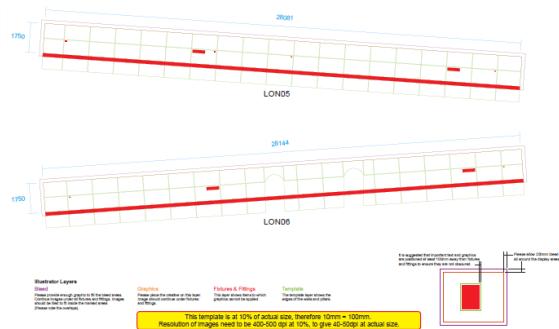
LONDON BRIDGE

**HEROES
WEAR
TRAINERS**
SIGN UP NOW AT RACEFORLIFE.ORG

**LET'S TAKE
CANCER
DOWN**
SIGN UP NOW AT RACEFORLIFE.ORG

**LET'S
STAMP OUT
CANCER**
SIGN UP NOW AT RACEFORLIFE.ORG

LONDON BRIDGE



Drawing Number Jh3ac14336eapdb6f65e-v1	Date 11/02/16	Customer Transport for London	Description London Bridge Station - LOND05-06	Tel: 020 8024 4376 www.stewart-signs.co.uk
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LONDON BRIDGE



LONDON BRIDGE

3278
2030
LON08

Illustrator Layers
 Global: Place all images and graphics in the final image.
 Background: The background color of the final image.
 Images: Place all images and graphics in the final image.
 Text: Place all text in the final image.
 Effects & Filters: The layer where you can place all effects and filters.
 Template: The layer where you can place the template.

This template is at 10% of actual size, therefore 10mm = 100mm.
 Resolution of images need to be 400-600 dpi at 10%, to give 40-600 dpi at actual size.

Drawing Number	Date	Customer	Description
JN130014338-londonbr-0-v1	11/02/10	Transport for London	London Bridge Station - LON08

Stewart
SIG'S

LONDON BRIDGE



LONDON BRIDGE

1710 634 1710 620
1747 2025 1747 2025
LON09A LON09B LON09C LON09D

Illustrator Layers
 Global: Place all images and graphics in the final image.
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 Text: Place all text in the final image.
 Effects & Filters: The layer where you can place all effects and filters.
 Template: The layer where you can place the template.

This template is at 10% of actual size, therefore 10mm = 100mm.
 Resolution of images need to be 400-600 dpi at 10%, to give 40-600 dpi at actual size.

Drawing Number	Date	Customer	Description
JN130014338-londonbr-0-v1	11/02/10	Transport for London	London Bridge Station - LON09

Stewart
SIG'S

LONDON BRIDGE

Oi, CANCER!
YOU. ME. OUTSIDE.

raceforlife.org
#raceforlife

Race for Life

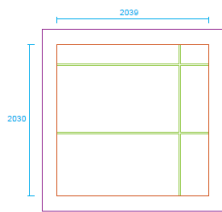
LONDON BRIDGE



LONDON BRIDGE



LONDON BRIDGE



LON11

Standard Layers

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Changes & Filings: This drawing is a technical drawing and is not intended to be used for any other purpose. It is the property of Stewart and should not be reproduced without written permission.

Resolution: The resolution is 300 DPI. The resolution of images need to be 400-500 dpi at 100%, to give 400-500 dpi at actual size.

Drawing Number J:\iso\14535-londonbr-11-v1	Date 11/02/16	Customer Transport for London	Description London Bridge Station - LON11	Stewart www.stewartgroup.co.uk Tel: 020 824 4751
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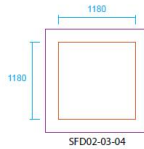
LONDON BRIDGE



STRATFORD



Available area for floor media



SFD02-03-04

Revision Log

Rev	Date	Description
1	08/02/16	Initial design

Notes:

- 1. This drawing is at 10% of actual size. Therefore 10mm = 100mm.
- 2. Resolution of images used to be 400-600 dpi at 10% to give 40-6000 at actual size.

Drawing Number JH/ao/14230-stratford-03-04	Date 08/02/16	Customer Transport for London	Description Stratford Station - SFD02-03-04	Stewart www.stewart.co.uk
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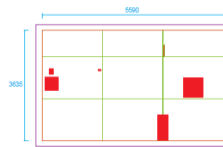
STRATFORD



STRATFORD



STRATFORD



SFD01

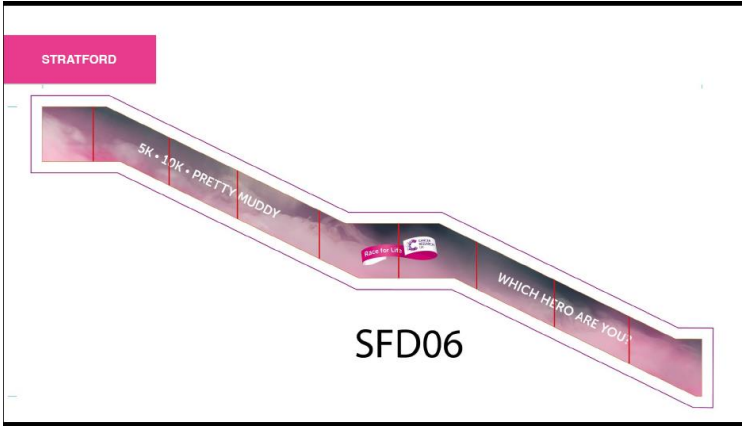
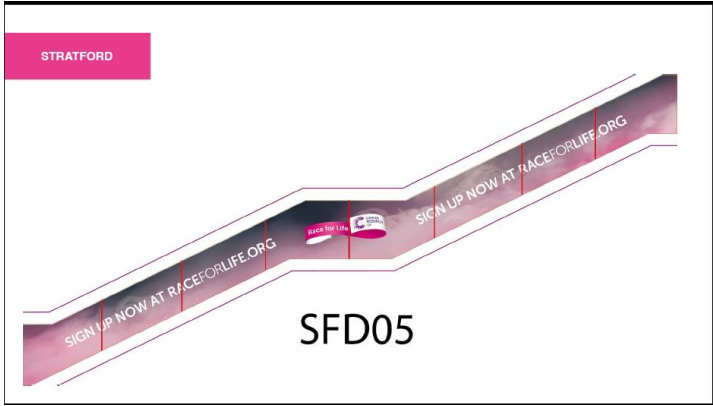
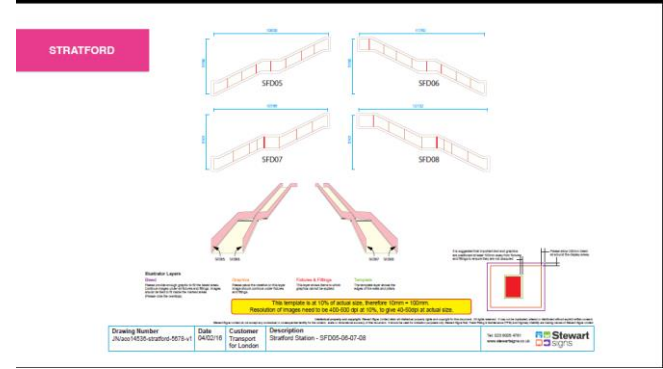
Revision Log

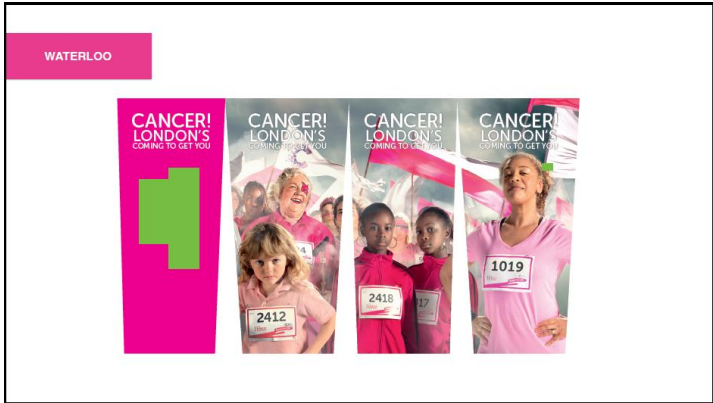
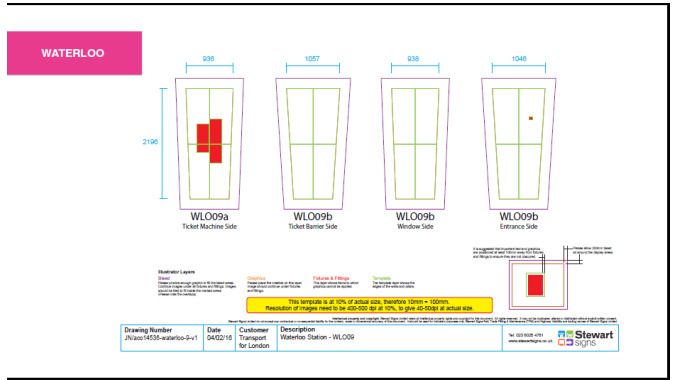
Rev	Date	Description
1	08/02/16	Initial design

Notes:

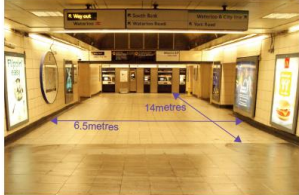
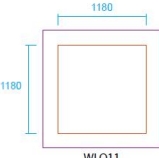
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Drawing Number JH/ao/14230-stratford-01	Date 08/02/16	Customer Transport for London	Description Stratford Station - SFD01	Stewart www.stewart.co.uk
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WATERLOO

Available area for floor media.

Revision Layers

Revision	Description	Author	Date
01	Issue for production	Stewart	24/02/11


Notes

- 1. This template is at 10% of actual size. Therefore Screen = 100mm. Resolution of images used to be 400/400 DPI at 10%, to give 40/40 DPI at actual size.

Drawing Number: J13001633-waterloo-11-v1
Date: 24/02/11
Customer: Transport for London
Description: Waterloo Station - WLO11

Stewart
 www.stewart.co.uk


WATERLOO



CANCER!
WE'RE WALKING
ALL OVER YOU

SIGN UP NOW AT RACEFORLIFE.ORG

TUBE WRAP



APPENDIX 3 – CLIENT LOGO LICENCE TERMS