

Our Ref: Prada Linea Rossa Launch – The Central Line

Date:

BEN Group, Inc dba Greenlight
1520 Ventura Blvd, Suite 300
Sherman Oaks, CA 91403 USA
For use by Client Prada S.p.A and 6up/North6 Europe LTD

Dear Sonia Bouadma

Transport Trading Limited and BEN Group (“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 launch of Prada’s Linea Rossa as set out in the commercial terms out 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 rights for the period from 10am until 4pm on Monday 7 October 2019 at Tottenham Court Road, Marble Arch and Oxford Circus underground stations
 - a. Right to use Experiential spaces or other space in the stations as agreed for a pop-up performance – for a maximum of one hour per station – see Appendix 2 – Activity Form.
 - b. Right to place branded vinyling in the experiential or other space in the stations as agreed by the Authority. Artwork and location of vinyl subject to TfL approval. Installation and removal will be managed and funded by BEN Group using a TfL approved supplier
 - c. Right to have a themed message on the station Whiteboard. The copy to be approved in advance by the Authority and the station manager. Urgent operational or safety messages may take priority in certain circumstances.
 - d. Right to film the activity as agreed in the TfL Filming Licence: BEN Group agree to comply fully with the terms and conditions set out in the TfL Filming Licence – see Appendix 3.
 - e. Right to PR and Social Media support on the day

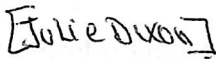
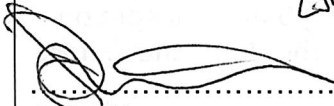
2. **Benefits** means the following rights for the six month period from midnight on 7 October 2019 until midnight on 7 March 2020:
 - a. Right to use TfL Intellectual Property as agreed in the TfL IP Licence – see Appendix 4

3. **Sponsorship Costs** means **£85,000** plus VAT.

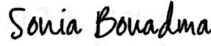
Payment is due within 30 days of invoice.

5. **Sponsorship Period** means the period commencing on Monday 7 October 2019 until March 2020.
6. **Project** means **Prada Linea Rossa Launch – The Central Line**.
7. The Authority has entered into two agreements in connection with the Project, namely the agreement between the Authority and the Sponsor (“IPR Licence”), and the agreement relating to location access and use of the Authority’s Logo and IPRs in the recordings between the Authority and 6up/North6 Europe LTD (“Access and Recordings Licence”), each entered into on or about the date hereof and collectively “Campaign Agreements” and appended hereto. Notwithstanding any provision of this Agreement, the terms of the IPR Licence and the Access and Recordings Licence shall govern all aspects of the Project and the parties’ respective rights and obligations. In the event of conflict between the terms of any of the Campaign Agreements and this Agreement, the terms of the applicable Campaign Agreement will prevail.

SIGNED FOR AND BEHALF OF THE PARTIES



.....
Julie Dixon
Head of Information, Design and Partnerships
Transport for London

Duly authorised signatory
for the Authority

DocuSigned by:

.....
Name: Sonia Bouadma
BEN Group, Inc dba Greenlight
1520 Ventura Blvd, Suite 300
Sherman Oaks, CA 91403 USA
For use by Client Prada S.p.A and
6up/North6 Europe LTD

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 Prada, Linea Rossa, 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: Approved Activity Form

Insert Approved Activity Form

Appendix 3: TfL Filming Licence

Insert Signed Filming Licence

Appendix 4: TfL IP Licence

Insert Signed IP Licence

