

24th March 2022

IKEA LTD
255 North Circular Road,
London,
NW10 0JQ

Dear Amy

Transport Trading Limited (“the Authority”) and IKEA Limited whose registered address is 100 Avebury Boulevard, Milton Keynes MK9 1FH (company number 01986283) (“the Advertising Sponsor”) (together “the Parties”) agree to the Authority’s grant of the Benefits in return for the Advertising Sponsor’s payment to the Authority of the Advertising Sponsorship Costs relating to the Project as set out in the commercial terms 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:

The Advertising Sponsor will have the right to sponsor the TfL Underground Map and Pocket Tube Map for the Sponsorship Period, comprising the following benefits:

- 1,270mm x 120mm branded space on over a minimum of 2,750 Quad Royal Tube Maps across TfL network in rail and underground, DLR and bus stations and the London Tram Network
- Branded space also hosted on PDF versions of Tube Map on TfL Website.
- 74mm x 149mm space for branded messaging on a minimum of 10 Million Pocket Tube Maps each year (across 2 print runs).
- Nearest stations to IKEA Locations in London to be marked on map using a symbol (up to a maximum of 5 stations) with IKEA Logo included on the key. Suggested stations are:
 - Hammersmith
 - Tottenham Hale
 - Neasden or Wembley Park
 - North Greenwich
 - Ampere Tram Station
- License to use TfL Tube Map and create 1 customised version for use on IKEA website only for duration of the Sponsorship Period and **6 months** after end of Sponsorship Period subject to the Parties agreeing and entering into a separate licence agreement on the Authority’s standard terms.

- 5 x 24-hour Home Page Takeovers on TFL.gov.uk during Sponsorship Period comprising:
 - Creative Formats - 970x250 (desktop), 728x90 (tablet), 320x50 (mobile), 300x250 (all)
 - 2 x Adverts (creatives above) per page – depending on format.
- Promotion of sponsorship on TfL social media & press channels. Including:
 - Press Release and in-station Photo Opportunity at Launch Date.
 - A minimum of 3 posts on TfL Social Channels during Sponsorship Period.

Social media content will be created by the Authority’s Social Media team, content will be shared with the Advertising Sponsor but the Authority’s Social Media team will have ultimate approval.

All final designs and details of the Benefits described above are to be agreed between the Parties ahead of the Launch Date and are subject to the Authority’s final approval. In the event that the final designs and details are not agreed by 30 April 2022 either Party may terminate this Agreement without liability.

1. **Advertising Sponsor Logo** means the following:



THE WONDERFUL EVERYDAY

2. **Advertising Sponsorship Costs** means £800,000 plus VAT payable as follows

Milestone	Date:	Sum due:
Milestone 1	Launch Date	400,000
Milestone 2	Three months after Launch Date	400,000
	Total (excl VAT)	£800,000

3. **Advertising Sponsorship Period** means the period commencing on the Launch Date for a period of twelve months. At the end of this Agreement the Authority shall be entitled to remove all Benefits which has been displayed, distributed or transmitted.
4. **Commencement Date** means the date of this Agreement

- 5. **Launch Date** means the date to be agreed between the Parties on which the Benefits will commence.
- 6. **Project** means the advertising sponsorship of London Underground Tube Maps and Pocket Tube Map

SIGNED FOR AND BEHALF OF THE PARTIES	
<p>.....</p> <p>Duly authorised signatory for the Authority</p>	<p>Sarah Green Country Marketing Manager UK&IE</p> <p>.....</p> <p>Duly authorised signatory for the Advertising Sponsor</p>

SIGNED FOR AND BEHALF OF THE PARTIES	
<p><i>Julie Dixon</i></p> <p>Interim Customer & Revenue Director</p> <p>.....</p> <p>Duly authorised signatory for the Authority</p>	<p style="text-align: center;"><i>T. Douglas</i></p> <p>Tania Douglas, Integrated Media Manager, IKEA Ltd.</p> <p>.....</p> <p>Duly authorised signatory for the Advertising Sponsor</p>

APPENDIX 1- GENERAL TERMS

1. The Advertising Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement.
2. The Authority shall submit written invoices to the address specified by Advertising Sponsor as soon as practical after each milestone date and the Advertising Sponsor shall pay the Authority within thirty (30) calendar days of the date of each invoice.
3. All Sponsorship Costs exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.
4. In the event that the Advertising Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may, after giving 14 days' notice of any such breach and 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.
5. The Authority shall be entitled to (at its absolute discretion) vary any of the Benefits provided that (i) the Authority shall provide the Advertising Sponsor with at least 2 weeks' written notice of any such variation, setting out the details of the varied Benefits and (ii) any such variation shall not materially and adversely affect the value of the Benefits without the Advertising Sponsor's prior agreement.
6. The Authority may terminate this Agreement at any time if: (a) the Advertising 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 Advertising 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 Advertising Sponsor, by giving the Advertising 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.
7. The Advertising 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 Advertising Sponsor in the case of the Advertising Sponsor's breach of this Agreement; or, the Advertising Sponsor's liquidation, receivership, administrative receivership, administration, insolvency, cessation of trading or

the presentation of a petition for the Advertising Sponsor's winding-up or bankruptcy.

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 control, including but without limitation any act of God, fire, national or local disaster or strike or labour dispute of whatever nature. The Advertising 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 Advertising Sponsor or any person acting on its behalf.
10. The Advertising Sponsor hereby consents and permits the Authority to use and display the Advertising Sponsor Logo in relation to the Project and for the purposes of this Agreement and confirms that it has the authority to permit such use of the Advertising Sponsor Logo.
11. 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 Advertising 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 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.
12. The Advertising 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 Advertising Sponsor's marks or any content (such as text, graphics or photography) supplied by the Advertising Sponsor infringes the intellectual property rights of a third party.
13. The parties undertake to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the other any trade or business secret or other information by its nature or expressed to be confidential supplied by the disclosing party. Subject to the foregoing, the Advertising Sponsor gives its consent for the Authority to publish this Agreement and ancillary information/documentation

14. The Advertising 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.
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 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 Advertising Sponsor who may not assign or 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.