



Draft Variation

VARIATION No. 1

10th September 2020.

TALON OUTDOOR LTD
2ND FLOOR
HOLDEN HOUSE
RATHBONE PLACE
LONDON
W1T 1JU

F.A.O. Jay Young –
Head of Creative Solutions

AUTHORITY FOR VARIATION (AVC) FROM CONTRACT

Authority is hereby given for the variation in requirement to be made. The duplicate copy of this form must be signed by or on behalf of the Contractor and returned to:

Greg Symondson, Commercial Partnerships Manager, Transport for London, 8th Floor
Endeavour Square, Westfield Avenue, Stratford, London, E20 1JN.
E-mail: gregsymondson@tfl.gov.uk

DETAILS OF VARIATION

AMENDMENT TO SPONSORSHIP AGREEMENT FOR THE O2 JUBILEE LINE ACTIVATION ON THE LONDON UNDERGROUND NETWORK

This Amendment (the "Amendment") is entered into by Talon Outdoor Limited (the "Agency") and O2 Telefonica UK Limited (the "Sponsor") (jointly the sponsor team) and Transport Trading Limited ("TTL") and is an amendment to the Sponsorship Agreement for the Jubilee Line Activation on the London Underground Network entered into by and between the parties effective as of March 24 2020, as amended from time to time (the "Agreement").

Capitalised terms not defined in this Amendment have the meanings assigned to them in the Agreement. This Amendment will be effective as of the date last signed by the parties below (the "Amendment Effective Date").

The parties acknowledge that the Launch Date (and the commencement of granting the full Sponsorship Rights) has been delayed due to the COVID-19 pandemic. The parties hereby agree as follows:

1. Jubilee Line Activation 12th October to 1st November 2020 inclusive or such other date as the Parties may jointly agree.

The Sponsor Team shall have the right to display branding in each of the following locations or such other location as the Parties may agree in good faith.

- 1 x platform roundel on both the Eastbound and Westbound Jubilee Line platforms at Westminster, Waterloo, Southwark, London Bridge and Bermondsey stations.
- 4 x platform lean bars on both the Eastbound and Westbound Jubilee Line platforms at Westminster, Waterloo, Southwark and London Bridge stations.
- 2 x line diagrams per station.
- 1 x double sided platform roundel at each of Canada Water and North Greenwich Stations.
- 2 x double sided roundels at Canary Wharf Station.
- 2 x exit bumpers on both the Eastbound and Westbound Jubilee Line Platforms at Westminster Station.
- 2 x entry/exit arches on both the Eastbound and Westbound Jubilee Line Platforms at Waterloo Station.
- 1 x overhead signage at the bottom of escalators at platform level at Waterloo Station.

Station activation

- A 2m x 2m experiential space within the ticket hall can be used by The Sponsor between the hours of 7am and 7pm on 7 consecutive days of the Sponsorship Period.

Confirmation of this booking must be made with at least 14-days notice.

- The Sponsor will have the right to produce a tannoy announcement which will be played at least every 60 minutes in each of the Activation Stations.

Press and social activation

- 3 x social media posts across each main corporate accounts from @tfl during the Sponsorship Period. (Twitter 2.4m, Facebook 420k and Instagram 110k).

The wording for this post shall be mutually agreed between the parties.

2. Intellectual Property Rights means:

The Authority hereby grants The Sponsor Team the right to use the London Underground Roundel and The Jubilee Line Colour in the formats and dates specified:

- Social Media: 12th October – 1st November or such other date as agreed between the Parties
- On www.O2.co.uk: 12th October – 1st November or such other date as agreed between the Parties
- Station OOH: 12th October – 1st November or such other date as agreed between the Parties
- Press: 12th October (one day) or such other date as agreed between the Parties

The Sponsor Team shall work with the Authority to assist the Authority in ensuring that any of the above activations do not infringe on the health and safety of customers and staff and shall adapt activations where necessary to comply with health and safety standards are met. 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.

3. **Sponsorship Costs** means £400,000 plus VAT payable within 60 days of receipt of a valid invoice by the Agency provided the Agency has received the full funds from or on behalf of the Sponsor.
4. **Branding Costs.** The Authority acknowledges that the Sponsor Team shall enter into a direct contract with Links Signs which shall be responsible for making, applying and removing all branding and the Authority will grant Lin Signs all necessary access and assistance required.
5. **Sponsorship Period** means the period commencing on 00:01 12th October 2020 and continuing until 23:59 1st November 2020 inclusive or such other period as mutually agreed between the Parties.
6. **Project** means the delivery of the Benefits in the Activation Stations during the Sponsorship Period.
7. **Launch Date** means the first day of the Sponsorship Period on 12th October 2020 or such other date as mutually agreed between the Parties

Other Provisions.

8. All other terms of the Agreement remain unchanged and in full force and effect. If there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will prevail.
9. The parties may execute this Amendment in counterparts, which taken together will constitute one instrument.

SIGNED FOR AND BEHALF OF THE PARTIES

Transport Trading Limited

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Duly authorised signatory
for the Authority

Jay Young

Head of Creative Solutions
Talon Outdoor

.....
Duly authorised signatory
for the Agency



.....
Duly authorised signatory
for the Sponsor

*Head of Brand &
Consumer Marcomms*