

Sponsorship Agreement for the London Cable Car across the River Thames

Docklands Light Railway Limited

and

INDUSTRIAL AND FINANCIAL SYSTEMS IFS AB

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THIS CONTRACT is made this day on 26 August 2022

BETWEEN:

- (1) **DOCKLANDS LIGHT RAILWAY LIMITED** (Company Number: 02052677) with its registered office at 5 Endeavour Square, London, United Kingdom, E20 1JN ("**DLR**"); and
- (2) **INDUSTRIAL AND FINANCIAL SYSTEMS, IFS AB** (Company Number: 556122-0996) with its registered office at Teknikringen 5, BOX 1545, 581 15, Linköping, Sweden (the "**Sponsor**").

BACKGROUND

- (A) Transport for London, a statutory corporation created under the Greater London Authority Act 1999 and the ultimate parent company of DLR ('**TfL**'), is responsible for managing transport services across London and for implementing the Mayor of London's transport strategy for London. As part of its duties, TfL operates a 'gondola style' cable car system across the River Thames between the Greenwich Peninsula and the Royal Victoria Dock in London, in conjunction with a third party scheme operator.
- (B) TfL (through its wholly owned subsidiary DLR) has the exclusive right to grant naming and sponsorship rights in respect of the London Cable Car (as defined below).
- (C) The Sponsor is Industrial and Financial Systems, IFS AB, that trades, via its subsidiaries and partners, globally under the IFS brand. IFS is a global cloud software company.
- (D) The Sponsor wishes to acquire naming and sponsorship rights in respect of the London Cable Car.
- (E) Following a competitive process, DLR has agreed to appoint the Sponsor as the naming rights sponsor of the London Cable Car and to grant to the Sponsor (and the Sponsor has agreed to acquire) the naming, sponsorship and other commercial rights relating to the London Cable Car set out in this Contract.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, the following expressions shall have the meaning set out against them, unless the context requires otherwise:

"Act" means as defined in clause 19.9;

"Additional Inventory" means as defined in clause 4.2(a);

"Advertising Regulation" means any present or future applicable code of practice, adjudication, decision, guideline, direction or rule of any Advertising Regulator and includes any applicable modification, extension or replacement thereof in force from time to time;

"Advertising Regulator" means any regulator or statutory, regulatory or self-regulatory body in any relevant territory (e.g. in the UK, Advertising Regulators include the Office of Communications ("**Ofcom**"), the Broadcast Committee of Advertising Practice ("**BCAP**"), the Committee of Advertising Practice ("**CAP**"), the Advertising Standards Authority ("**ASA**") and local authority Trading Standards offices);

"Applicable Laws" means all applicable laws, legislation, regulations (including Advertising Regulation), statutes, statutory instruments, rules, edicts, by-laws or directions, adjudications, decisions or guidance from government or governmental agencies (including Advertising Regulators and including any rules, regulations, guidelines or other requirements of relevant regulatory authorities) which have the force of law together with any applicable industry or self-regulatory codes of practice published by any industry bodies in effect from time to time;

"Approval Materials" means the materials which the Sponsor is required to submit to DLR for approval under clause 7.2(c) (or any other term of this Contract) or the materials which DLR is required to submit to the Sponsor for approval under clause 6.3(d) (or any other term of this Contract), as applicable;

"Approval Process" means the process for approval of Approval Materials as set out in schedule 4;

"Archive Use" means use of a factually accurate, historical reference to the Sponsor's role under this Contract which does not imply a current association or endorsement;

"Brand Sector" means software – both enterprise (business-to-business) software and consumer (business-to-consumer) software;

"Business Day" means a day (excluding Saturdays, Sundays and bank holidays) when banks are generally open for business in the City of London;

"Composite Logo" means the logo set out in part I of schedule 2 which comprises the London Cable Car Roundel and the Sponsor Mark;

"Confidential Information" means all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part), including commercial, financial, marketing or technical information, knowhow, trade secrets or business methods, which information is, in all cases, disclosed by one party to the other in connection with this Contract (whether orally or in writing and whether before or after the date of this Contract) and is at the time of the disclosure marked "confidential" or expressed by the party disclosing such

information to be confidential or ought reasonably to be regarded as confidential by the party receiving such information;

"Contract" means this contract, with the schedules, as may be amended from time to time in accordance with its terms, and such other documents (or parts of documents) as are referred to in it;

"Contract Information" means this Contract in its entirety (including from time to time agreed changes to this Contract); **"Contract Manager"** means as defined in paragraph 1 of Schedule 4;

"Control" means:

- (a) the legal and beneficial ownership of more than fifty per cent. of the share capital of a party or share capital having the right to cast more than fifty per cent. of the votes capable of being cast in general meetings of such party; or
- (b) the right to determine the composition of a majority of the board of directors (or like body) of a party; or
- (c) "control" (as defined in section 840 of the Income and Corporation Taxes Act 1988) of a party;

"Core Name" means the stylised word mark comprising the words "London Cable Car", as set out in part II of schedule 2;

"Core Rights" means the rights granted by DLR to the Sponsor pursuant to the terms of this Contract, including the naming rights, sponsorship rights, branding rights, promotion rights, publicity rights and ancillary rights, as more particularly described in schedule 1 and includes any alternative rights to the extent that (and from such date as) they are agreed and incorporated into this Contract pursuant to clause 4.4(b);

"Data Protection Legislation" means the General Data Protection Regulation and European Directive 2002/58 and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the Data Protection Act 2018) and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities;

"Default Rate" means the Bank of England base rate plus two per cent. (2%);

"Dispute" means a dispute or difference of whatsoever nature between DLR and the Sponsor in relation to the operation or interpretation of, or otherwise in connection with or arising out of, this Contract;

"Dispute Resolution Procedure" means as defined in clause 18;

"DLR Guidelines" means:

- (a) the TfL sponsorship policy, the current version of which is available at <https://content.tfl.gov.uk/gla-and-tfl-sponsorship-policy.pdf>
- (b) the TfL advertising policy, the current version of which is available at <https://content.tfl.gov.uk/tfl-advertising-policy-250219.pdf>;
- (c) the TfL design standards, the current version of which is available at <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards?intcmp=5837>; and
- (d) the London Cable Car Brand Guidelines which will be developed by TfL in collaboration with the Sponsor

as the same may be amended by DLR from time to time by (for the purposes of this Contract) DLR notifying the Sponsor reasonably in advance of such amendment and provided that such amendments do not materially interfere with the Sponsor's ability to exercise or exploit the Sponsorship Rights;

"DLR Intellectual Property" means any Intellectual Property Rights owned by a member of the TfL Group or licensed by a member of the TfL Group from a third party other than the Sponsor, including the DLR Marks, the Composite Logo (excluding any element of the Composite Logo comprising a Sponsor Mark), the Core Name and all Intellectual Property Rights that subsist in (i) the names and logos of DLR, TfL and the Mayor of London; (ii) the DLR Scheme Communications Materials (excluding any elements of such materials comprising a Sponsor Mark); and (iii) the TfL Website;

"DLR Intellectual Property Licence" means the licence granted by DLR to the Sponsor pursuant to clause 9.2;

"DLR Marks" means the Roundel, the Core Name and such other marks of DLR or a member of the TfL Group as are set out in part IV of schedule 2;

"DLR Representative" means the representative appointed by DLR in accordance with clause 3;

"DLR Scheme Communications Materials" means all materials published, distributed, broadcast, transmitted or otherwise made available, by or on behalf of the TfL Group, which relate to the London Cable Car, whether promotional or operational;

"DLR Scheme Promotional Materials" means all "above the line" marketing or promotional materials published, distributed, broadcast, transmitted or otherwise made available to the public by or on behalf of the TfL Group (including London Cable Car merchandise) in relation to the London Cable Car (excluding, for the avoidance of doubt, all operational materials and communications);

"Effective Date" means the date of signature of this Contract;

"FOI Legislation" means as defined in clause 17.1;

"Force Majeure Event" means any event or circumstance arising from natural causes, human agency or otherwise which is beyond the reasonable control of the parties and which could not have been reasonably foreseen and prevented by the parties and which affects the performance by both or either of the parties of their or its obligations under this Contract including any act of God, war, act of terrorism, explosion, fire, flood, hurricane, strike, lock out, pandemic or industrial dispute (including, for the avoidance of doubt, a strike, lock out or industrial dispute of either party's employees, agents or subcontractors);

"Fraudulent Act" means:

- (a) committing any offence:
 - (i) under any laws created in respect of fraudulent acts; or
 - (ii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with a Public Sector Body; or
- (b) defrauding or attempting to defraud or conspiring to defraud a Public Sector Body;

"Indemnifying Party" means as defined in clause 12.3(a);

"Information" means information recorded in any form held by DLR or by the Sponsor on behalf of DLR;

"Information Request" means a request for any Information under the FOI Legislation;

"Initial Sponsor Payment" means as defined in paragraph 1 of Schedule 3;

"Initial Term" means as defined in clause 2.1;

"Insolvency Event" means any of the following (or any procedures or proceedings which are analogous to them whether in the Territory or any other jurisdiction):

- (a) a body is, or is deemed for the purposes of any law to be, either insolvent or unable to pay its debts as they fall due;
- (b) a liquidator is appointed to a body or a body enters liquidation (voluntary or otherwise) or requests the appointment of a liquidator to it;
- (c) a court order is made or a resolution passed for the winding up of a body (other than a winding up whilst solvent for the purpose of amalgamation or reconstruction);
- (d) an administration order is made, or an administrator is appointed in respect of a body or a material part of the assets;

- (e) any receiver or manager in respect of a body is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; or
- (f) a voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or Companies Act 2006 in respect of a body;

"Intellectual Property Rights" means all rights in or in relation to any and all patents, utility models, trade and service marks, designs, get-up, trade, business or domain names, copyright, topography rights, inventions, knowhow and trade secrets, databases, and all other intellectual property rights of a similar or corresponding character, which may now or in the future subsist in any part of the world, in each case whether registered or not and including any applications to register or rights to apply for registration of any of the foregoing and any rights to receive any remuneration in respect of such rights;

"Invoice Triggers" means as defined in paragraph 1 of Schedule 3;

"Launch Date" means the date on which the Cable Cars, Cable Car stations and mega sites have been re-branded and the launch event is held, which is targeted to be during October 2022;

"Launch Date Payment" means as defined in paragraph 1 of Schedule 3;

"London Cable Car Brand Guidelines" means: (i) the brand guidelines relating to the implementation of the London Cable Car Visual Identity in connection with the relevant Sponsorship Rights, these will be developed by TfL in collaboration with the Sponsor. These may be amended by TfL/ DLR from time to time by (for the purposes of this Contract) DLR notifying the Sponsor reasonably in advance of such amendment and provided that such amendments do not materially interfere with the Sponsor's ability to exercise or exploit the Sponsorship Rights or entail any additional cost for Sponsor;

"London Cable Car Roundel" means the sign depicted in schedule 2;

"London Cable Car" means the 'gondola style' cable car system across the River Thames between the Greenwich Peninsula and the Royal Victoria Dock, including the Stations, tower, operational gondolas, sub-station facilities and all associated on-site infrastructure owned by TfL in connection with such system;

"London Cable Car Visual Identity" means the overall visual identity for the London Cable Car which is set out in the London Cable Car Brand Guidelines;

"Notice" means as defined in clause 19.2(a);

"Ongoing Sponsor Payments" means as defined in paragraph 1 of Schedule 3;

"Policies" means as set out in clause 12.4(a);

"Prohibited Act" means:

- (a) offering, giving or agreeing to give to any servant, agent, contractor or representative of a Public Sector Body any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with a Public Sector Body; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with a Public Sector Body;
- (b) entering into this Contract or any contract with a Public Sector Body in connection with which commission has been paid or has been agreed to be paid by the Sponsor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to DLR; or
- (c) committing any offence:
 - (i) under the Prevention of Corruption Acts 1889-1916;
 - (ii) under the Bribery Act 2010; or
- (d) committing any of the money-laundering related offences listed in the Public Contracts Regulations 2015;

"Public Sector Body" means all Ministers of the Crown, government departments, crown agencies and authorities, local authorities or similar public sector bodies and any body corporate owned or controlled by any of them (including for the avoidance of doubt DLR and TfL);

"Qualifying Change of Control" means a change of Control in favour of a person or company which is an Unsuitable Person;

"Recipient" means as defined in clause 12.3(a);

"Renewal Term" means as defined in clause 2.2;

"Representative" means the DLR Representative and the Sponsor Representative, as applicable;

"Review Meetings" means as defined in paragraph 2 of Schedule 4;

"Roundel" means TfL's distinctive roundel shape mark set out in part IV of schedule 2 (being the subject of United Kingdom trademark registration no. 1321443);

"Run-Off Period" means the period from the date on which this Contract terminates or expires (as the case may be) until the end of the period referred to in clause 15.2;

"Scheme Name" means "IFS Cloud Cable Car";

"Scheme Operator" means the service provider engaged by a member of the TfL Group to develop, operate and maintain the London Cable Car, which at the date of this Contract is Mace Macro Limited, a company registered in England and Wales with number 4449811 and having its registered office at 155 Moorgate, London EC2M 6XB;

"Sponsor Artwork" means (i) artwork, comprising the Sponsor Brand and the Sponsor Colour (and, solely to the extent expressly provided for in schedule 1, such other design elements as may be permitted in relation to any Core Right); and (ii) to the extent expressly provided for in schedule 1, advertisements and other marketing materials for use in advertising space provided as a Core Right, which are, in either case, provided to DLR by the Sponsor for use in connection with the exercise or activation of the Sponsorship Rights;

"Sponsor Brand" means IFS;

"Sponsor Brand Guidelines" means the guidelines relating to the use of the Sponsor Brand (IFS Brand Book), the current version (July 2022) may be amended by the Sponsor from time to time by (for the purposes of this Contract) the Sponsor notifying DLR reasonably in advance of such amendment and provided that such amendments do not materially interfere with DLR's grant of the Sponsorship Rights or the performance of DLR's obligations under this Contract;

"Sponsor Colour" means the colour pallet as stipulated in the IFS Brand Book;

"Sponsor Default" means any of the events set out in clause 14.1;

"Sponsor Direct Competitor" means any entity whose primary business is within the Brand Sector, operating in competition with the business conducted by the Sponsor under the Sponsor Brand:

"Sponsor Group" means IFS and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to any "member of the Sponsor Group" shall refer to the Sponsor, IFS or any such subsidiary;

"Sponsor Intellectual Property" means any Intellectual Property Rights owned by the Sponsor or licensed by the Sponsor from a third party other than a member of the TfL Group, including the Sponsor Marks;

"Sponsor Intellectual Property Licence" means the licence granted by the Sponsor to DLR pursuant to clause 9.3;

"Sponsor Marketing" means all marketing, communications and promotional materials published, distributed, broadcast, transmitted or otherwise made available (including without limitation, subject to clause 9.7, websites, apps and digital media content), and all advertising, marketing and/or merchandising activities undertaken, in each case by or on behalf of the Sponsor, which make use of the DLR Intellectual Property Licence, involve the exploitation or activation of the Sponsorship Rights, make use of the Scheme Name or otherwise relate to the London Cable Car;

"Sponsor Marks" means the Sponsor's marks set out in part V of schedule 2;

"Sponsor Payments" has the meaning given to it in clause 8;

"Sponsor Representative" means the representative appointed by the Sponsor in accordance with clause 3;

"Sponsorship Rights" means the Core Rights, together with any rights in Additional Inventory granted in accordance with clause 4.2;

"Station Name" means, in relation to the north station, "IFS Cloud Royal Docks" and, in relation to the south station, "IFS Cloud Greenwich Peninsula";

"Stations" means the north station located on the edge of the north-west corner of the Royal Victoria Dock and the south station located within the Greenwich Peninsula;

"Submitting Party" means as defined in paragraph 4 of Schedule 4;

"Suitable Third Party" means as defined in clause 19.8(e);

"Surviving Clauses" means clauses 4.4(a), 4.4(b), 6.4(a), 7.3(b), 9.1, 9.2(g), 9.3(d), 9.3(e), 9.3(f), 9.3(g), 9.4(j), 9.4(k), 9.6, 12, 12.4, 14.5, 15, 16, 17, 18 and 19 and any other clause which is expressly or by implication intended to survive termination of this Contract;

"Term" means the Initial Term and any Renewal Term (subject to earlier termination in accordance with the provisions of this Contract);

"Territory" means the United Kingdom of Great Britain and Northern Ireland;

"TfL" means Transport for London, a statutory corporation created under the Greater London Authority Act 1999 and the ultimate parent company of DLR;

"TfL Group" means TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to any "member of the TfL Group" shall refer to TfL or any such subsidiary;

"TfL Transport Network" means those services and facilities operated by or on behalf of TfL on which TfL has a right to regulate advertisements including, but not limited to, London Underground, London Buses, London Overground and the

Docklands Light Railway and in relation to which the Sponsor has been granted Sponsorship Rights pursuant to this Agreement;

"TfL Website" means the website with address www.tfl.gov.uk and the relevant sub-pages of that website;

"Transition Period" means as defined in clause 6.1(a);

"Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL and DLR are committed to publishing their contracts, tender documents and data from invoices received;

"Unsuitable Person" means any person or company, or person or company owned or controlled by a person or company who TfL considers (in its absolute discretion):

- (a) may have an adverse effect upon the public perception of the London Cable Car;
- (b) is not suitable to be associated with the provision of public sector infrastructure;
- (c) does not adhere to DLR Guidelines;
- (d) is effectively controlled from a country which is, or who is otherwise, the subject of economic or security sanctions imposed by the United Kingdom (including sanctions which take the form of the prevention of the supply of goods or services to the country or restrictions on the freedom of movement of diplomats and/or consular personnel of the country) whether the sanctions are in full force or suspended;

"Year" means a period of twelve (12) calendar months commencing on the Launch Date or any anniversary of the Launch Date.

1.2 Interpretation

In this Contract (including the recitals, schedules and appendices), except where expressly stated to the contrary or the context otherwise requires:

- (a) a reference to:
 - (i) a "clause", or "schedule" is to a clause of or schedule to this Contract;
 - (ii) a "paragraph" in a schedule is to a paragraph in that schedule; and
 - (iii) an "appendix" means an appendix to a schedule;
- (b) in the event, and only to the extent of any conflict between the clauses, schedules and appendices, the following order of precedence shall apply

(except where the conflicting part of the schedule or appendix is explicitly stated to take precedence):

- (i) the clauses;
 - (ii) the schedules; and then
 - (iii) the appendices;
- (c) the headings to clauses and schedules are for convenience only and shall not affect the interpretation of this Contract;
- (d) reference to a statutory provision shall include a reference to:
- (i) the statutory provision as modified or re-enacted or consolidated from time to time whether before or after the date of this Contract; and
 - (ii) any subordinate legislation made under the statutory provision whether before or after the date of this Contract;
- (e) reference to a "person" or "persons" includes bodies corporate, statutory bodies, unincorporated associations and partnerships and that person's or those persons' legal personal representatives, successors and permitted assigns;
- (f) a "party" means a party to this Contract and shall include its assignees and successors in title if and to the extent permitted in accordance with this Contract (and a reference to "parties" shall be construed accordingly);
- (g) reference to this Contract or any other agreement or document includes permitted variations, amendments, replacements, novations or supplements to this Contract (including the schedules) and as the case may be, such other agreement or document;
- (h) words importing the singular number only shall include the plural number and vice versa;
- (i) words importing one gender shall include any other gender;
- (j) the words "include" and "including" are to be construed as meaning "including, without limitation";
- (k) references to this Contract include the recitals, schedules and appendices hereto; and
- (l) the schedules form part of the Contract and, subject to clause 1.2(b) will have the same force and effect as if expressly set out in the body of the Contract.

2 TERM

- 2.1 This Contract (and, unless expressly stated otherwise, the rights and obligations of the parties contained in this Contract) shall take effect on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue until the expiry of the period of five (5) Years from the Launch Date (the "**Initial Term**"), with a termination for convenience right at the second, third and fourth anniversary of the Launch Date, that is exercisable by either party without liability, giving notice in writing at least eight months before the applicable anniversary of the Launch Date. After the full five-year duration, this contract shall terminate automatically unless renewed by the parties in accordance with clause 2.2.
- 2.2 The parties may agree to renew this Contract for a period of up to three (3) Years after the expiry of the Initial Term ("**Renewal Term**") upon terms to be agreed between the parties. No later than 12 months before the expiry of the Initial Term, the Sponsor shall provide notice to DLR through the Director of Customer and Revenue, Transport Trading Limited, to confirm whether the Sponsor wishes to renew this Contract and, if requested by the Sponsor, DLR shall in good faith enter into exclusive negotiations with the Sponsor, for a period of three (3) months from the date of such request to agree terms of the renewed sponsorship. If DLR and the Sponsor have not agreed terms by the expiry of this period, DLR may also, for the avoidance of doubt, negotiate with other potential sponsors (whether alongside or to the exclusion of the Sponsor) for the remainder of the Initial Term.

3 REPRESENTATIVES AND CONTRACT MANAGEMENT

3.1 Representatives

Each of DLR and the Sponsor shall appoint a representative with full authority to act on its behalf to perform its functions and to liaise with the other party under this Contract. Each such representative may from time to time be replaced (or an alternate appointed) with at least one week's written notification to the other party. The Sponsor shall replace its representative on request by DLR.

3.2 Contract Management

The parties and the representatives referred to in clause 3.1 shall comply with schedule 4 in respect of the management of this Contract and the submission of matters for approval under this Contract.

4 SPONSORSHIP RIGHTS

4.1 Grant of Rights

- (a) On the terms and subject to the conditions of this Contract and subject, in particular to clauses 4.1(b) and 4.4, DLR grants to the Sponsor the Rights

as from the Launch Date, subject to any restrictions or conditions set out in schedule 1.

- (b) For the avoidance of doubt, the parties acknowledge and agree that:
 - (i) notwithstanding clause 4.1(a), DLR's obligations in respect of the implementation of certain Rights are as set out in clause 6.1 (and DLR shall not be liable to the extent that the relevant Rights are not, or are only partly, available at the Launch Date, save to the extent that it is in breach of clause 6.1);
 - (ii) DLR may activate the Rights prior to the Launch Date (as part of the preparation for the Launch Date) in accordance with the Launch Plan; and
 - (iii) the Sponsor may activate certain Rights prior to the Launch Date subject to DLR's prior written approval of the specific activation proposals (such approval not to be unreasonably withheld or delayed).
- (c) The Rights are granted under clause 4.1 (and any Additional Inventory in respect of which rights are granted under clause 4.2 are granted) for exercise and activation in the Territory in relation to the Sponsor Brand only.
- (d) Neither party shall have the right to change the Scheme Name or the Composite Logo during the Term without the other party's prior written approval (which may be withheld in its discretion). The Sponsor shall have no right to change:
 - (i) the Sponsor Brand included within the Scheme Name and/or the Station Name(s);
 - (ii) the Sponsor Mark included within the Composite Logo; or
 - (iii) the Sponsor Colour incorporated into the London Cable Car pursuant to this Contract,without DLR's prior written approval (which may be withheld in its discretion).
- (e) Subject to clause 4.1(d), the Sponsor shall be entitled to propose changes to the Sponsor Artwork, for use on the exterior of the London Cable Car cabins:
 - (i) no more than twice in each Year where such change relates to more than ten (10) of the London Cable Car cabins; and
 - (ii) no more than four (4) times per Year, where such change relates to ten (10) or fewer of the London Cable Car cabins,

(or as otherwise agreed between the parties) and DLR shall not unreasonably withhold or delay its consent to such changes so long as such changes are at no cost to DLR or any member of the TfL Group and have no material impact on the operation of the London Cable Car. DLR shall not otherwise be obliged to implement changes to the Sponsor Artwork on the exterior of the London Cable Car cabins. The Sponsor's rights to change Sponsor Artwork included on any other parts of the London Cable Car or in any other media pursuant to this Contract shall be as set out in schedule 1.

4.2 **Additional Inventory**

- (a) DLR grants to the Sponsor, or shall procure that TfL shall grant to the Sponsor, the first right to negotiate with DLR and TfL to acquire the any items of branding inventory and/or sponsorship and/or advertising opportunities which relate to the London Cable Car and which are controlled by DLR and/or any member of the TfL Group and which become available during the Term (the "**Additional Inventory**" in accordance with the provisions of this clause 4.2.
- (b) DLR shall provide the Sponsor with full details of any Additional Inventory prior to the same being notified to any other sponsors or potential sponsors of the Additional Inventory. Upon receipt of any such notice, the parties shall and DLR shall procure that TfL shall exclusively negotiate the terms relating to the grant of any Additional Inventory in good faith for a minimum of thirty (30) days.
- (c) If the parties cannot agree the terms on which the Sponsor shall acquire any Additional Inventory within the applicable deadlines set out in clause 4.2(b), DLR shall, and/or TfL shall, as applicable, be entitled to enter into negotiations with any other potential sponsor in relation to such rights and neither party shall be under any obligation to the other in respect of such rights.

4.3 **Reservation of Rights Not Granted**

All rights and opportunities not expressly granted or provided to the Sponsor under this Contract are reserved by DLR and may be exploited by DLR in its absolute discretion, subject to clauses 4.2 and 5.

4.4 **Limitations on Grant of Rights**

- (a) The Sponsor acknowledges and agrees that, unless expressly stated otherwise in this Contract, nothing shall operate to constrain or restrict TfL or DLR's discretion as a public transport provider or the ability of either of them to make operational decisions in respect of the London Cable Car or otherwise to perform their statutory duties.

- (b) The terms and conditions of this Contract and all licences and rights granted under or in connection with this Contract shall be subject to the requirements of any Applicable Laws. In the event that DLR cannot deliver any Core Rights as a result of any Applicable Laws then save to the extent that the remedy set out in clause 19.1(b) applies, DLR shall propose suitable alternative rights for the Core Rights which it is unable to deliver and the parties shall use reasonable endeavours to agree such alternative rights and incorporate them into this Contract as part of the Core Rights, as a variation in accordance with clause 19.4(c).

5 EXCLUSIVITY

5.1 Subject to clause 5.2, DLR shall not and shall procure that the TfL Group shall not:

- (a) grant the right to name the London Cable Car to any third party; or
- (b) grant any sponsorship rights in respect of the London Cable Car to any Sponsor Direct Competitor.

5.2 In any case where there is reasonable doubt as to whether a particular entity or brand should (or should not) be deemed to be a Sponsor Direct Competitor in accordance with the provisions of this Contract, DLR and the Sponsor shall each use their reasonable endeavours to work together in good faith to agree whether such entity or brand is or is not a Sponsor Direct Competitor.

5.3 The parties acknowledge that if the previous sponsor of the London Cable Car, in place immediately prior to the Effective Date, is a Sponsor Direct Competitor then it shall not be breach of clause 5.1 (or any other provision of this Contract) if and to the extent that aspects of the Sponsorship Rights or the London Cable Car continue to display the previous sponsor's name or branding, or a version of the Roundel which is not the London Cable Car Roundel and is not in the Sponsor Colour, prior to the completion of the Transition Period. However, DLR shall not grant any new sponsorship rights in respect of the London Cable Car to such previous sponsor during the Term.

5.4 Nothing in this Contract shall prevent DLR from granting short-term promotional or experiential rights to third parties in relation to the London Cable Car, save that DLR shall not grant any such short-term promotional or experiential rights to a Sponsor Direct Competitor.

6 OBLIGATIONS OF DLR

6.1 Implementation Obligations

DLR shall or shall procure that a member of the TfL Group shall procure (at its cost) the production of the materials containing the London Cable Car Roundel, Composite Logo and/or Sponsor Artwork (as applicable) to be affixed to relevant components of the London Cable Car to the extent set out in, and in accordance

with, schedule 1. DLR shall use reasonable endeavours to comply with the Launch Plan but, in any event, shall or shall procure that a member of the TfL Group shall procure the initial implementation of such materials in accordance with the following process:

- (a) DLR or the relevant member of the TfL Group shall procure that the Scheme Operator ensures that all materials including the branding of the previous sponsor of the London Cable Car are removed, and all applicable materials containing the London Cable Car Roundel, Composite Logo and/or Sponsor Artwork are affixed, to the relevant components of the London Cable Car where applicable by no later than the expiry of the period of three (3) months from the Effective Date (or such later date as may be agreed in writing between DLR and the Sponsor, acting reasonably) ("**Transition Period**");
- (b) the Sponsor acknowledges and agrees that, during the Transition Period:
 - (i) some or all applicable aspects of the Sponsorship Rights or the London Cable Car may continue to display:
 - (A) the London Cable Car Roundel in the colour which applied prior to the Effective Date;
 - (B) the branding and/or artwork in place on such components prior to the Effective Date (which may include the branding of the previous sponsor of the London Cable Car), while some or all such components may display the Composite Logo and/or Sponsor Artwork;

and DLR gives no guarantees as to the proportions of each in place in the London Cable Car at any particular time during such Transition Period.

6.2 **Operational Obligations**

DLR shall or shall procure that a member of the TfL Group shall:

- (a) operate, or procure that the Scheme Operator operates, the London Cable Car throughout the Term except in the following circumstances:
 - (i) shutdowns for maintenance or other operational reasons;
 - (ii) closure due to the risk or effects of any Force Majeure Event, which closure shall be only for so long as DLR or the relevant member of the TfL Group cannot operate the London Cable Car (or cannot safely operate the London Cable Car in accordance with all Applicable Laws) due to such Force Majeure Event;
 - (iii) closure required for the purpose of activating any of the Sponsorship Rights;

- (iv) closure required in connection with the transition of the London Cable Car to a new Scheme Operator;
- (b) ensure that the London Cable Car complies with all Applicable Laws;
- (c) procure that the Scheme Operator maintains to a reasonable standard the materials containing the London Cable Car Roundel, Composite Logo or Sponsor Artwork (as applicable) which are affixed to components of the London Cable Car.

In the event that the circumstances set out in clauses 6.2(a)(i), (ii), (iii) or (iv) apply, DLR shall:

- (d) notify the Sponsor of the relevant shutdown or closure (where such shutdown or closure affects all or a significant part of the London Cable Car);
- (e) keep the Sponsor reasonably informed as to the progress of efforts to re-open the London Cable Car (where such shutdown or closure affects all or a significant part of the London Cable Car);
- (f) in any event, use its best endeavours to:
 - (i) minimise the duration of any shutdown or closure.
 - (ii) consider whether it is practicable to close parts of the London Cable Car, take some but not all of the cable cars within the London Cable Car out of service or otherwise handle the relevant issue in a way which avoids the closure or shutdown of all or a significant part of the London Cable Car.
- (g) The duration of any shutdown, closure or other significant disturbance of more than 40% of the normal average operational London Cable Car capacity shall extend the Term by an equivalent period.

6.3 Public Relations, Promotion and Marketing

DLR shall and shall procure that each member of the TfL Group shall:

- (a) ensure that all DLR Scheme Communications Materials comply with all Applicable Laws;
- (b) use the Scheme Name in all DLR Scheme Communications Materials, in all public announcements made by the TfL Group's senior executives and official spokespeople in relation to the London Cable Car and in scripts prepared for use in the TfL Group's call centres relating to the London Cable Car;

- (c) use all reasonable endeavours to include the Composite Logo in all DLR Scheme Communications Materials (where practicable to include such logo in the relevant media); and
- (d) submit all DLR Scheme Promotional Materials to the Approval Process.

6.4 Sponsor Intellectual Property Rights and Reputation

DLR shall and shall procure that each member of the TfL Group shall:

- (a) not use or authorise the use of any Sponsor Intellectual Property Rights, except to the extent they are licensed to DLR in accordance with this Contract;
- (b) not do anything which has the effect of bringing the Sponsor or the Sponsor Intellectual Property Rights into disrepute.

7 OBLIGATIONS OF THE SPONSOR

7.1 Implementation Obligations

The Sponsor shall, save to the extent that such matters are expressly stated to be the responsibility of DLR in clause 6.1, 6.2(c) or schedule 1:

- (a) produce and provide to DLR, at its own cost, all designs and artwork necessary for the Sponsorship Rights within such print deadlines as are reasonably specified by DLR to enable the delivery of the Sponsorship Rights in accordance with this Contract;
- (b) be responsible for all costs incurred in activating the Sponsorship Rights, initially and throughout the Term.

7.2 Public Relations, Promotion and Marketing

The Sponsor shall:

- (a) ensure that all Sponsor Marketing complies with all Applicable Laws;
- (b) use the Scheme Name and the Composite Logo in all Sponsor Marketing;
- (c) submit all representations of the Composite Logo and all Sponsor Marketing to the Approval Process.

7.3 DLR Intellectual Property Rights and Reputation

The Sponsor shall:

- (a) not, without the prior approval of DLR in writing, such approval not to be unreasonably withheld, delayed, or conditioned, engage in any joint promotional activity to exploit the Sponsorship Rights or otherwise exploit any of the Sponsorship Rights with or in connection with:

- (i) any brand other than the Sponsor Brand; or
- (ii) the products or services of any third party;
- (b) not use or authorise the use of any DLR Intellectual Property Rights, save only to the extent they are licensed to the Sponsor in accordance with this Contract;
- (c) not do anything which has the effect of bringing TfL, any member of the TfL Group or the DLR Intellectual Property Rights into disrepute.

8 PAYMENT

8.1 Sponsor Payments

The Sponsor shall pay the amounts set out in schedule 3 (the "**Sponsor Payments**") into an account notified by DLR in the sums and on the dates set out in schedule 3.

8.2 Invoicing

DLR shall provide the Sponsor with valid VAT invoices for the Sponsor Payments.

8.3 VAT

All references to payments made under this Contract are references to such payments exclusive of VAT, which shall be payable by the Sponsor in addition, at the same time as the payment to which such VAT relates.

8.4 Late Payments

- (a) Any amount that is properly due from the Sponsor to DLR pursuant to this Contract which remains unpaid after the date when payment becomes due shall bear interest at the Default Rate, such interest to accrue from day to day (both before and after judgment) from and including the date when payment was due up to and excluding the date of actual payment.
- (b) Interest shall accrue in respect of amounts determined to be payable by a decision of the Dispute Resolution Procedure from the due date of the original underpayment or overpayment as the case may be.

9 INTELLECTUAL PROPERTY

9.1 Ownership of Intellectual Property Rights

- (a) All Intellectual Property Rights in and to:
 - (i) the London Cable Car Roundel;
 - (ii) the DLR Marks; and

- (iii) the Composite Logo (save only to the extent that it incorporates any one or more Sponsor Marks);

together with any other DLR Intellectual Property, any and all goodwill attaching to any of them and the exclusive right to obtain worldwide protection for any of them shall at all times belong exclusively to DLR.

- (b) Nothing in this Contract shall operate to transfer, or (save only to the extent expressly set out in this clause 9) to grant any right or interest in or to, any DLR Intellectual Property to the Sponsor.
- (c) All Intellectual Property Rights in and to the Sponsor Marks, together with any other Sponsor Intellectual Property, any and all goodwill attaching to any of them and the exclusive right to obtain worldwide protection for any of them shall at all times belong exclusively to the Sponsor.
- (d) Nothing in this Contract shall operate to transfer, or (save only to the extent expressly set out in this clause 9) to grant any right or interest in or to, any Sponsor Intellectual Property to DLR.

9.2 DLR Intellectual Property Licence

- (a) DLR hereby grants to the Sponsor, or shall procure the grant to the Sponsor of (as the case may be), a non-exclusive, royalty free licence to use, throughout the Term, such rights as the TfL Group may have in:
 - (i) the London Cable Car Roundel (but only to the extent that it is incorporated into the Composite Logo);
 - (ii) any other DLR Intellectual Property comprised in the Composite Logo;
 - (iii) the Core Name and any other DLR Intellectual Property comprised in the Scheme Name;

to the extent necessary in connection with the exercise and activation of the Sponsorship Rights in the Territory in accordance with this Contract and subject to the Sponsor's compliance with the terms and conditions of this clause 9.

- (b) For the avoidance of doubt, the licence granted pursuant to clause 9.2(a) does not include any right to, and the Sponsor undertakes that it shall not use the London Cable Car Roundel, other than as part of the Composite Logo;
- (c) The Sponsor shall be entitled to grant sub-licences to third parties only to the extent necessary to enable the Sponsor to exercise and/or activate the Sponsorship Rights in the Territory. However, the Sponsor shall in such event:

- (i) remain responsible for compliance with all of its obligations and responsibilities (including confidentiality) under this Contract and for any breach of this Contract;
- (ii) not disclose to any such third party any Confidential Information unless that third party enters into a confidentiality agreement including terms no less restrictive than those set out in clause 16.

The Sponsor shall not otherwise assign or sub-license the DLR Intellectual Property Licence.

- (d) The Sponsor shall and shall require that any authorised sub-licensees shall, in using any Intellectual Property Rights licensed pursuant to the DLR Intellectual Property Licence:

- (i) comply with the DLR Guidelines and otherwise observe any other reasonable directions or guidelines given by DLR to the Sponsor in advance regarding the use of Intellectual Property Rights licensed pursuant to the DLR Intellectual Property Licence;

- (ii) ensure that all products and services marketed or provided by the Sponsor with reference to the Scheme Name, Composite Logo or any Sponsorship Rights comply with:

- (A) high industry standards and quality;

- (B) all Applicable Laws;

- (e) The Sponsor's use of:

- (i) the London Cable Car Roundel and any other DLR Mark incorporated into the Composite Logo;

- (ii) the Core Name and any other DLR Mark incorporated into the Scheme Name;

will be for DLR's benefit and any and all goodwill accrued to the Sponsor by its use thereof will accrue to and be held in trust by the Sponsor for DLR, and the Sponsor will (at no cost to DLR) assign such goodwill to DLR (or a member of the TfL Group nominated by DLR) on request (and, to the extent possible, does hereby so assign the same by way of future assignment).

- (f) Any and all goodwill accrued to the Sponsor by its use of the Sponsor Mark within the Composite Logo and the Scheme Name will accrue to the Sponsor.

- (g) DLR will, as the Sponsor may request from time to time (including by signing any necessary documents) and at no cost to DLR or any member of the TfL Group, provide reasonable assistance to enable the Sponsor (if

applicable) to record the Sponsor and/or each permitted sub-licensee under the DLR Intellectual Property Licence as a licensee under the DLR Intellectual Property Licence, and on termination of this Contract (or the termination of any applicable Run-off Period) to record its cancellation on any register.

9.3 Sponsor Intellectual Property Licence

- (a) The Sponsor hereby grants to DLR a non-exclusive, royalty free licence to use, throughout the Term:
- (i) the Sponsor Marks;
 - (ii) the Sponsor Brand;
 - (iii) the Sponsor Artwork;
 - (iv) any other Sponsor Intellectual Property provided to DLR;

to the extent necessary in connection with the grant of the Sponsorship Rights and the activation of the Sponsorship Rights by or on behalf of the Sponsor (including to the extent necessary for DLR and the TfL Group to produce and distribute any DLR Scheme Communications Materials in accordance with this Contract) and subject to DLR's compliance with the terms and conditions of this clause 9.

- (b) DLR shall be entitled to grant sub-licences, to third parties engaged by DLR, of the Intellectual Property Rights included in the licence procured in accordance with clause 9.3(a), to the extent that DLR reasonably deems it necessary in connection with the grant of the Sponsorship Rights and the implementation of the Sponsorship Rights by or on behalf of DLR. DLR shall, in the event of sub-licensing in accordance with this clause 9.3(b):
- (i) remain responsible for compliance with all of its obligations and responsibilities (including confidentiality) under this Contract and for any breach of this Contract; and
 - (ii) not disclose to any such third party any Confidential Information of the Sponsor unless that third party enters into a confidentiality agreement including terms no less restrictive than those set out in clause 16.

DLR shall not otherwise assign or sub-license the Sponsor Intellectual Property Licence.

- (c) Subject to clauses 4.1(d) and 4.1(e), DLR shall and shall require that any authorised sub-licensees shall, in using any Intellectual Property Rights licensed pursuant to the Sponsor Intellectual Property Licence, comply with the Sponsor Brand Guidelines and otherwise observe any other

reasonable directions or guidelines given by the Sponsor to DLR in advance regarding the use of Intellectual Property Rights licensed pursuant to the Sponsor Intellectual Property Licence.

- (d) DLR shall have no liability for any failure to perform, or delay in performing, its obligations under this Contract (including any failure to deliver, or delay in delivering, the Sponsorship Rights), to the extent such failure arises as a result of:
 - (i) DLR not having, or ceasing to have, the benefit of the licence described in clause 9.3(a);
 - (ii) any third party, which DLR reasonably determines needs the benefit of a sub-licence in accordance with clause 9.3(b), not having or ceasing to have the benefit of such sub-licence;
- (e) DLR's use of any Sponsor Mark incorporated into the Composite Logo or the Scheme Name and any other Sponsor Mark will be for the Sponsor's benefit and any and all goodwill accrued to the Sponsor by its use thereof will accrue to and be held in trust by DLR for the Sponsor, and DLR will (at the Sponsor's cost) assign such goodwill to the Sponsor on request (and, to the extent possible, does hereby so assign the same by way of future assignment).
- (f) Any and all goodwill accrued to DLR by its use of (i) the London Cable Car Roundel or any other DLR Mark within the Composite Logo; and/or (ii) the Scheme Name (excluding only the Sponsor Brand) will accrue to DLR.
- (g) The Sponsor will, as DLR may request from time to time (including by signing any necessary documents) and at no cost to the Sponsor, provide reasonable assistance to enable DLR to record DLR and/or each permitted sub-licensee under the Sponsor Intellectual Property Licence as a licensee under the Sponsor Intellectual Property Licence, and on termination of this Contract (or the termination of any applicable Run-off Period) to record its cancellation on any register.

9.4 Registration and Use

- (a) Neither party shall register the Scheme Name or the Composite Logo as a trade mark in any jurisdiction without the other party's prior approval in writing (which approval may be withheld in the other party's sole discretion). No such application or registration shall affect either party's ownership of the DLR Marks or Sponsor Marks (as applicable) included within the Scheme Name and/or the Composite Logo.
- (b) The Sponsor shall not register nor seek to register, as a trade mark, in any jurisdiction, or as a domain name (as applicable), any sign identical with or confusingly similar to the DLR Marks.

- (c) The Sponsor shall not at any time do, or permit to be done, any act or thing which in any way may impair the rights of DLR in any DLR Intellectual Property or invalidate the registration of any of them (if registered).
- (d) The Sponsor shall not represent that it has any title to, or right of ownership in, any DLR Intellectual Property or any Composite Logo (save for the part of any Composite Logo comprising a Sponsor Mark).
- (e) DLR shall not register nor seek to register, as a trade mark, in any jurisdiction, or as a domain name (as applicable), any sign identical with or confusingly similar to the Sponsor Marks (save that DLR may use the Scheme Name in a sub-domain or username in accordance with clause 9.7).
- (f) DLR shall not at any time do, or permit to be done, any act or thing which in any way may impair the rights of the Sponsor in any Sponsor Intellectual Property or invalidate the registration of any of them (if registered).
- (g) DLR shall not represent that it has any title to, or right of ownership in, any Sponsor Intellectual Property.
- (h) The Sponsor shall use the Scheme Name, Composite Logo, London Cable Car Roundel and any other DLR Marks only to the extent permitted under this Contract and in a manner in keeping with and seeking to maintain the distinctiveness and reputation of the Scheme Name, Composite Logo, London Cable Car Roundel and DLR Marks as reasonably determined by DLR and as soon as reasonably practicable cease any use not consistent with its obligations under this clause, as DLR may reasonably require from time to time.
- (i) DLR shall use the Sponsor Marks only to the extent permitted under this Contract and, subject to clauses 4.1(d) and 4.1(e), in a manner in keeping with and seeking to maintain the distinctiveness and reputation of the Sponsor Marks as reasonably determined by the Sponsor and as soon as reasonably practicable cease any use not consistent with its obligations under this clause, as the Sponsor may reasonably require from time to time (provided that the parties acknowledge and agree that it shall not, without limitation, be reasonable, under this clause, for the Sponsor to require the removal or replacement of materials affixed to London Cable Car infrastructure where such materials were approved, and (if applicable) affixed and maintained in accordance with this Contract).
- (j) Nothing in this Contract shall prevent DLR or any member of the TfL Group from using any elements of the Scheme Name, save only the part of the Scheme Name which comprises the Sponsor Brand (and including, for example, the Core Name), for any purpose (including the operation of the London Cable Car following the termination or expiry of this Contract),

whether during the Term or following the termination or expiry of this Contract.

- (k) The Sponsor shall not use or grant to any third party the right to use the Scheme Name or anything confusingly similar to identify anything other than the London Cable Car:
 - (i) in the United Kingdom during the Term; or
 - (ii) (without prejudice to clauses 9.4(h) or 15) in Greater London either during the Term or for the period of two (2) years following the expiry or termination of this Contract.

9.5 Enforcement

- (a) DLR may (but is not obliged to) at its own cost take action in relation to any threatened or actual infringement of the DLR Intellectual Property Rights.
- (b) DLR shall promptly notify the Sponsor of any threatened or actual infringement of the Core Name or the Composite Logo or claim or allegation that the Composite Logo may infringe (or, to the extent that it may affect the Composite Logo, any threatened or actual infringement of the DLR Marks or claim or allegation that the DLR Marks may infringe) and shall, if requested by the Sponsor, meet with the Sponsor to discuss the action each party proposes to take in respect of such infringement, claim or allegation.
- (c) The Sponsor may (but is not obliged to) at its own cost take action in relation to any threatened or actual infringement of the Sponsor Intellectual Property Rights.
- (d) The Sponsor shall promptly notify DLR of any threatened or actual infringement of the Scheme Name or the Composite Logo or claim or allegation that the Composite Logo may infringe (or, to the extent that it may affect the Scheme Name or the Composite Logo, any threatened or actual infringement of the Sponsor Marks or claim or allegation that the Sponsor Marks may infringe) and shall, if requested by DLR, meet with DLR to discuss the action each party proposes to take in respect of such infringement, claim or allegation.

9.6 Termination

- (a) On termination or expiry of this Contract, for whatever reason, without prejudice to DLR's rights in DLR Intellectual Property and the Sponsor's rights in Sponsor Intellectual Property and subject to clauses 9.4(j) and 9.6(b), the DLR Intellectual Property Licence and the Sponsor Intellectual Property Licence shall terminate and neither party shall have any further right to use the Composite Logo or any Intellectual Property Rights of the

other party, including any Intellectual Property Rights of the other party incorporated into the Scheme Name (save only strictly to the extent that any such licence needs to continue to allow for the run-off arrangements set out in clause 15.2).

- (b) Each party agrees that, following termination or expiry of this Contract and without prejudice to DLR's rights in DLR Intellectual Property and the Sponsor's rights in Sponsor Intellectual Property, the other party may continue to use the Scheme Name and the Composite Logo solely for Archive Use. Such right shall not include any rights to sub-license the use of the Scheme Name or the Composite Logo.

9.7 Domain names and social media

- (a) The parties acknowledge and agree that DLR shall have the right to use any sub-domain or any username in digital or social media, which incorporates the Scheme Name (or anything which is a mis-spelling of or is confusingly similar to the Scheme Name).
- (b) The Sponsor shall not (and shall procure that no other member of the Sponsor Group shall) register any domain name, or use any username in digital or social media, which incorporates the Scheme Name (or anything which is a mis-spelling of or is confusingly similar to the Scheme Name) without DLR's prior written consent. Without prejudice to clause 9.7(a), DLR shall not register any domain name incorporating the Scheme Name without the Sponsor's prior written consent (not to be unreasonably withheld or delayed).
- (c) Notwithstanding clause 9.7(b), if DLR so requests, the Sponsor shall register domain names incorporating the Scheme Name (or anything which is a mis-spelling of or is confusingly similar to the Scheme Name). The Sponsor shall ensure that:
 - (i) such domain names shall (save to the extent that DLR agrees otherwise in writing) function solely as redirects to DLR's subdomain governing the London Cable Car;
 - (ii) following the termination or expiry of this Agreement, the Sponsor shall (at the option of DLR) abandon such domain names or maintain for two (2) years following the expiry or termination of this Contract (or such other period as is agreed between the parties in writing, acting reasonably), such domain names solely as redirects to DLR's sub-domain governing the London Cable Car.
- (d) The Sponsor shall not establish any social or digital media presence in relation to the London Cable Car which may be confused with DLR's or TfL's official channels for communications regarding the operation of the London Cable Car. The Sponsor shall seek DLR's approval to any

proposals for new pages, feeds or digital media channels at an early stage.

9.8 Merchandising

- (a) The Sponsorship Rights (and the DLR Intellectual Property Licence) include the right to conduct merchandising activity in connection with the Sponsor's sponsorship of the London Cable Car but only to the extent expressly provided for in this clause 9.8. The Sponsor shall not otherwise:
 - (i) engage in, or authorise any third party to engage in, merchandising activity in connection with the London Cable Car; or
 - (ii) develop or authorise a third party to develop any product or service solely or primarily branded with the Composite Logo or the Scheme Name.
- (b) The right in clause 9.8(a) extends only to items of merchandise which:
 - (i) bear the Composite Logo;
 - (ii) are given away free of charge for promotional purposes; and
 - (iii) have been approved by DLR in accordance with this clause and the Approval Process.

The Sponsor shall, for the avoidance of doubt, have no right to engage in any other merchandising activity in connection with the London Cable Car or this Contract, including without limitation merchandising activity which involves the sale of merchandise items.

- (c) The Sponsor shall seek DLR's prior written approval of any merchandising concepts under this clause 9.8 and shall ensure that the relevant request for approval includes full details of the concept, the manner in which the Sponsor proposes to use the merchandise items and the number of such items to be given away. DLR shall not unreasonably withhold its approval to any such concepts, so long as they are in accordance with this clause 9.8, but it shall be reasonable for DLR to:
 - (i) withhold its approval in the event that DLR reasonably believes that any such merchandising would or may conflict with the merchandising plans of DLR, or another member of the TfL Group (including the for the purposes of this clause 9.8(c), the London Transport Museum);
 - (ii) condition its approval on the Sponsor sourcing the relevant merchandise items from an existing merchandise licensee or preferred supplier to DLR, or another member of the TfL Group;

- (d) Following general approval of any merchandising concept in accordance with clause 9.8(c), the Sponsor shall submit for specific approval (not to be unreasonably withheld or delayed):
- (i) three (3) samples of any proposed merchandise item;
 - (ii) any packaging or artwork intended to be used in connection with the merchandise item.
- (e) The Sponsor shall procure that all merchandise items which it submits for approval or distributes under this clause:
- (i) include the Composite Logo as a primary graphic element;
 - (ii) do not include any corporate names or trade marks other than the Composite Logo and the Sponsor Marks, save to the extent approved by DLR (such approval not to be unreasonably withheld or delayed);
 - (iii) are of good quality and in compliance with all Applicable Laws;
 - (iv) do not adversely affect the reputation of the London Cable Car or any member of the TfL Group;
 - (v) are manufactured in accordance with any ethical sourcing policy notified to the Sponsor by DLR;
- (f) The Sponsor Intellectual Property Licence includes the right for DLR, or another member of the TfL Group, to use:
- (i) the Sponsor Marks;
 - (ii) the Sponsor Brand;
 - (iii) any other Sponsor Intellectual Property provided to DLR;
- in each case, solely to the extent that they are incorporated into the Composite Logo or the Sponsor Artwork or are displayed on London Cable Car; and
- (iv) the Sponsor Artwork;
- in connection with merchandising activity relating to the London Cable Car but only to the extent expressly provided for in this clause 9.8.
- (g) The right in clause 9.8(f) extends only to items of merchandise which have been approved by the Sponsor in accordance with this clause and the Approval Process.
- (h) DLR shall seek the Sponsor's prior written approval (not to be unreasonably withheld or delayed) of any merchandising concepts which

include Intellectual Property Rights licensed under the Sponsor Intellectual Property Licence and shall ensure that the relevant request for approval includes full details of the concept, the manner in which the DLR proposes to use the merchandise items and the number of such items forecast to be sold or otherwise distributed.

- (i) Following general approval of any merchandising concept in accordance with clause 9.8(h), DLR shall submit for specific approval (not to be unreasonably withheld or delayed):
 - (i) three (3) samples of any proposed merchandise item;
 - (ii) the appearance of any Intellectual Property Rights licensed under the Sponsor Intellectual Property Licence on any packaging or artwork intended to be used in connection with the merchandise item.
- (j) DLR shall procure that all merchandise items making use of any Intellectual Property Rights licensed under the Sponsor Intellectual Property Licence which it submits for approval or distributes under this clause:
 - (i) do not include any corporate names or trade marks other than the TfL Marks, the London Cable Car Roundel and/or the Composite Logo and the name of the relevant manufacturer or merchandise licensee, save to the extent approved by the Sponsor (such approval not to be unreasonably withheld or delayed); (ii) are of good quality and in compliance with all Applicable Laws;
 - (ii) do not adversely affect the reputation of the Sponsor.
- (k) Nothing in this Contract shall:
 - (i) oblige DLR, or any other member of the TfL Group, to produce or distribute any merchandise relating to the London Cable Car;
 - (ii) prevent or restrict DLR, or any other member of the TfL Group, from producing and/or distributing, or authorising a third party to produce and/or distribute merchandise in relation to the London Cable Car which does not include the Composite Logo or any Intellectual Property Rights licensed under the Sponsor Intellectual Property Licence.

10 DATA PROTECTION

- 10.1 In the event that the parties are required as a result of this Contract to: (i) share any personal data; and/or (ii) one party processes personal data on behalf of the other party, the parties shall enter into a data sharing agreement setting out the terms of the sharing and/or processing of personal data to ensure that each party complies with Data Protection Legislation.

11 WARRANTIES

11.1 Sponsor's Warranties

The Sponsor represents and warrants to DLR that:

- (a) the Sponsor is duly incorporated and validly existing under the laws of Sweden;
- (b) it has full capacity and authority and all necessary licences, permits, permissions, powers and consents to enter into and to perform the Contract;
- (c) this Contract has been validly entered into by the Sponsor and creates legally binding obligations upon the Sponsor; and
- (d) no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into, exercise of any of its rights under and/or performance or enforcement of or compliance with any of its obligations under this Contract;
- (e) as at the date hereof neither the signing and delivery of this Contract nor the performance of any of the transactions contemplated in this Contract will:
 - (i) contravene or constitute a default under any provision contained in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected; or
 - (ii) cause any limitation on the Sponsor or the powers of its directors, whether imposed by or contained in any document which contains or established its constitution or in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected to be exceeded;
- (f) in entering into this Contract it has not committed any Prohibited Act or fraudulent activity.

11.2 DLR's Reliance

The Sponsor acknowledges that DLR has entered into this Contract in full reliance on the representations and warranties of the Sponsor set out in clause 11.1.

11.3 DLR's Warranties

DLR represents and warrants to the Sponsor that:

- (a) DLR is duly incorporated and validly existing with limited liability under the laws of England;

- (b) it has full capacity and authority and all necessary licences, permits, permissions, powers and consents to enter into and to perform the Contract;
- (c) this Contract has been validly entered into by DLR and creates legally binding obligations upon DLR.

11.4 Sponsor's Reliance

DLR acknowledges that the Sponsor has entered into this Contract in full reliance on the representations and warranties of DLR set out in clause 11.3.

12 INDEMNITIES AND INSURANCE

12.1 Sponsor Indemnity

The Sponsor shall indemnify and keep indemnified DLR, TfL, the Scheme Operator, and their officers, employees and sub-contractors from and against all claims, damage, losses, costs and expenses (including legal and other professional fees) arising out of or in connection with:

- (a) DLR's use of the Sponsor Marks, the Scheme Name, the Composite Logo and the Sponsor Intellectual Property in accordance with the terms of this Contract infringing the rights of any third party (save to the extent such infringement arises as a result of an element of the Scheme Name or the Composite Logo which comprises any DLR Mark);
- (b) any use of the Composite Logo or any DLR Intellectual Property by the Sponsor other than in accordance with this Contract; and/or
- (c)
 - (i) claims by third parties; and
 - (ii) death or injury or damage to property,

arising from the negligence, breach or default of the Sponsor or otherwise arising from the performance or non-performance of the Sponsor's obligations and undertakings contained in this Contract.

12.2 DLR Indemnity

DLR shall indemnify and keep indemnified the Sponsor, its officers, employees and sub-contractors from and against all claims, damage, losses, costs and expenses (including legal and other professional fees) arising out of or in connection with:

- (a) the Sponsor's use of the Composite Logo in accordance with the terms of this Contract infringing the rights of any third party if and to the extent, in the case of the Composite Logo, that such infringement arises as a result of an element of the Composite Logo which comprises a DLR Mark;

- (b) any use of the Sponsor Intellectual Property by DLR other than in accordance with this Contract and with the Sponsor Intellectual Property Licence;
- (c)
 - (i) claims by third parties; and
 - (ii) death or injury or damage to property,

arising from the negligence, breach or default of DLR or otherwise arising from the performance or non-performance of DLR's obligations and undertakings contained in this Contract; and/or
- (d) any third party claims against the Sponsor arising in respect of a third party's use of the London Cable Car, to the extent arising from the negligence, breach or default of DLR.

12.3 Conduct of Claims

- (a) If either party (the "**Recipient**") becomes aware of any third party claim against the Recipient which may result in a claim by the Recipient against the other party (the "**Indemnifying Party**") under any indemnity contained in this Contract, the Recipient shall give notice to the Indemnifying Party as soon as is reasonably practicable thereafter together with a written summary of the third party claim and any relevant supporting documentation.
- (b) The Indemnifying Party shall be entitled at its discretion (but after consultation with the Recipient) to defend, at the Indemnifying Party's own expense, such claim on behalf of the Recipient provided that:
 - (i) the Recipient shall be kept fully informed of all key matters pertaining to the claim;
 - (ii) the Indemnifying Party shall, in resisting any such claim, comply with the terms of any relevant policies of insurance;
 - (iii) the Indemnifying Party shall not be entitled to resist any such claim before any court unless it has been advised by leading counsel, after consideration of all the available relevant information and documents, that it is reasonable to resist such claim in the manner proposed by the Indemnifying Party; and
 - (iv) the Indemnifying Party agrees in writing to indemnify the Recipient (to the Recipient's reasonable satisfaction) against all relevant losses (including costs, damages and expenses) which may thereby be incurred.

- (c) The Recipient agrees in writing to give the Indemnifying Party and the insurer under a relevant policy of insurance, if any, all reasonable cooperation, access and assistance for the purpose of properly defending and counterclaiming against such a claim subject as provided in clause 12.3(b)(iv).
- (d) If the Indemnifying Party does not request the Recipient to take any appropriate action or fails to agree in writing to indemnify the Recipient to its reasonable satisfaction within twenty (20) Business Days of the Recipient's notice under clause 12.3(a), the Recipient shall be free to pay or settle the claim on such terms as it may in its absolute discretion think fit. The Recipient shall make no admission prejudicial to the defence of such claim unless and until it becomes entitled to pay or settle such claim pursuant to this clause 12.3(d).

12.4 Insurance

- (a) The parties shall maintain in force throughout the Term and for the period of one (1) year following the expiry or termination of this Agreement, such insurance policies, with a reputable insurer, as are appropriate and adequate having regard to its obligations and liabilities under this Agreement ("the **Policies**").
- (b) Each party shall on the reasonable written request of the other party, provide reasonable evidence of such Policies.
- (c) Neither party shall, during the Term or in the period of six (6) years following the expiry or termination of this Agreement, act or refrain from acting in such a way as would entitle the underwriter of the Policies to avoid or refute their liability to deal with any claim(s) which would otherwise be covered.

13 LIMITATION OF LIABILITY

13.1 Liability Cap

Subject to clause 13.2, the maximum aggregate liability of each party to the other under or in connection with this Contract, whether arising from contract, tort (including any liability for any negligent acts or omissions) or otherwise howsoever arising shall be limited to the sums paid or payable under this Contract in respect of the Year in which that liability arises.

13.2 Exclusions

Nothing in this Contract shall exclude or limit either party's liability:

- (a) as a result of or in connection with fraud;
- (b) out of or in connection with death or personal injury resulting from the negligence of that party;

- (c) pursuant to any indemnity under this Contract,
or for any other liability which cannot be excluded by law.

13.3 Indirect Loss

Except as otherwise specified in this Contract, neither party shall be liable to the other under this Contract for any indirect or consequential loss.

13.4 Sponsor Delay or Default

DLR shall have no liability for any failure to perform, or delay in performing, its obligations under this Contract (including any failure to deliver, or delay in delivering, the Sponsorship Rights), to the extent such failure arises as a result of the Sponsor's failure to perform, or delay in performing, its obligations under this Contract. Any delay by the Sponsor in complying with its obligations shall extend any deadline for delivery of subsequent tasks by DLR that are dependent on the Sponsor's performance of such obligation by a reasonable period to take account of the Sponsor's delay.

14 TERMINATION

14.1 Sponsor Default

Each of the following shall constitute a Sponsor Default:

- (a) the occurrence of an Insolvency Event in relation to the Sponsor;
- (b) failure by the Sponsor to pay any amount which:
 - (i) is not the subject of a Dispute;
 - (ii) is due and payable to DLR; and
 - (iii) remains unpaid forty five (45) Business Days after service of a formal written demand by DLR;
- (c) a material or persistent breach of the Sponsor's obligations under this Contract which, if capable of remedy, is not rectified within thirty (30) days of notice to rectify such breach;
- (d) the Sponsor ceases or threatens to cease to trade;
- (e) a Qualifying Change of Control;
- (f) a member of the Sponsor Group or an employee, sub-contractor or agent of the Sponsor has committed any Prohibited Act or the Sponsor has committed any Fraudulent Act;
- (g) an employee, sub-contractor or agent of any member of the Sponsor Group (other than the Sponsor) has committed any Prohibited Act or any member of the Sponsor Group (other than the Sponsor) or an employee,

sub-contractor or agent of any member of the Sponsor Group has committed any Fraudulent Act:

- (i) in relation to this Contract or the activation or use of the Sponsorship Rights; or
 - (ii) which has a material adverse impact on the reputation of DLR, any other member of the TfL Group, any of the DLR Intellectual Property or the London Cable Car;
- (h) there is a material breach of clause 9 by the Sponsor;
- (i) there is a breach of clause 19.8 by the Sponsor;
- (j) the Sponsor, its group or affiliated companies, officers or representatives or employees acting in an official capacity do (or are disclosed or publicised to have done, prior to or during the period in which the Contract is in force) anything which, in DLR's reasonable opinion, would or may compromise, impair or reflect unfavourably on (or mean that a continued association between the parties would or may compromise, impair or reflect unfavourably on) the good name, goodwill, reputation or image of DLR (or the reputation of any of the TfL Group or their respective brand(s), product(s) or service(s)), or would or may serve to bring DLR or the TfL Group into disrepute; or
- (k) DLR is not satisfied on the issue of any conflict of interest in accordance with clause 19.10.

14.2 If a Sponsor Default occurs, DLR may terminate this Contract immediately by written notice to the Sponsor.

14.3 **DLR Default**

Each of the following shall constitute a DLR Default:

- (a) the occurrence of an Insolvency Event in relation to DLR;
- (b) failure by DLR to pay any amount which:
 - (i) is not the subject of a Dispute;
 - (ii) is due and payable by DLR under this Contract; and
 - (iii) remains unpaid thirty (30) Business Days after service of a formal written demand by the Sponsor.
- (c) a material or persistent breach of DLR's obligations under this Contract which, if capable of remedy, is not rectified within thirty (30) days of notice to rectify such breach;

- (d) DLR, an employee, sub-contractor or agent has committed any Prohibited Act or fraudulent activity;
- (e) there is a material breach of clause 9 by DLR;
- (f) there is a breach of clause 19.8 by DLR.

14.4 If a DLR Default occurs, the Sponsor may terminate this Contract immediately by written notice to the Sponsor.

14.5 **General Provisions Regarding Termination**

- (a) Termination of this Contract shall be without prejudice to any right or remedy of either party against the other accruing or accrued prior to such termination including any right to claim damages for any antecedent breach of this Contract or accruing after termination in respect of those clauses referred to in clause 14.5(c) and any right to claim damages or other relief in relation thereto.
- (b) The rights of either party in respect of termination are in addition and without prejudice to any right which that party may have to obtain redress or relief available at law (whether by way of damages, specific performance or otherwise) in respect of a Sponsor Default or DLR Default (as applicable) provided that a party shall not be entitled to recover twice in respect of the same loss.
- (c) Termination of this Contract shall not affect the continuing rights and obligations of the parties under any clause which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination. Without prejudice to the generality of the foregoing the Surviving Clauses shall remain in full force and effect notwithstanding termination.
- (d) Neither party shall be entitled to terminate this Contract except as expressly set out in this Contract.

15 **CONSEQUENCES OF TERMINATION**

15.1 On the termination of this Contract, all rights and licences granted under this Contract shall terminate unless expressly stated otherwise elsewhere in this Contract.

15.2 The run-off arrangements for the use of the Sponsor Marks and/or the Composite Logo are:

- (a) if DLR terminates this Contract for Sponsor Default, then DLR shall remove (or cover) the Composite Logo and all Sponsor Marks from the London Cable Car within three (3) months of termination (or sooner in the discretion of DLR) at the Sponsor's cost; and

- (b) if this Contract expires at the end of the Term or is terminated for any reason other than Sponsor Default, then DLR shall remove (or cover) the Composite Logo and all Sponsor Marks from the London Cable Car within three (3) months of the end of the Term (or, if DLR has in place another sponsor, as soon as reasonably practicable during that three (3) month period), at its own cost.

15.3 Notwithstanding anything else in this Contract, the Sponsor agrees that DLR shall be freely entitled (without restriction) to make use of the Sponsor Colour in the London Cable Car Roundel after the termination or expiry of this Contract.

16 CONFIDENTIALITY

16.1 Restrictions on Publicity

- (a) The Sponsor shall not by itself, its employees, sub-contractors or agents communicate with representatives of the press, television, radio or other communications media of whatever format on any matter concerning the London Cable Car without (subject to clause 16.1(c)) the prior written approval of DLR, which shall not be unreasonably withheld or delayed.
- (b) DLR shall not by itself, its employees, sub-contractors or agents communicate with representatives of the press, television, radio or other communications media of whatever format on any matter concerning the Sponsor's sponsorship of the London Cable Car without (subject to clause 16.1(c)) prior consultation with the Sponsor.
- (c) The parties acknowledge and agree that there may be circumstances where it is necessary or desirable to communicate with representatives of the press, television, radio or other communications media of whatever format under clause 16.1(a) or 16.1(b) (as applicable) on an urgent basis. In such circumstances, the Sponsor or DLR (as applicable) shall be entitled to rely on the other party's approval given other than in writing, so long as the approval is given by an appropriately authorised representative of the other party (whose name has been provided by the other party for such purpose) and is confirmed in writing as soon as reasonably practicable.
- (d) Notwithstanding any other provision of this Contract the parties agree that each party shall have the right to:
 - (i) communicate with representatives of the press, television, radio or other communications media of whatever format without any requirement to seek the prior approval of the other party;
 - (ii) save that DLR shall have the right to control and supervise all dealings with the media:

in relation to any political or operational matter, incident, claim, action or unforeseen event in relation to the London Cable Car.

- (e) The Sponsor will co-operate with DLR in relation to DLR's publicity for the London Cable Car.

16.2 Sponsor Obligations as to Confidentiality

Subject to clause 16.4 and except as otherwise provided in this Contract, the Sponsor shall keep confidential all matters relating to this Contract and all Confidential Information of DLR and/or any member of the TfL Group and shall prevent its employees, sub-contractors and agents from making any disclosure to any person of any matter relating to this Contract and/or any such Confidential Information.

16.3 DLR Obligations as to Confidentiality

Subject to clause 16.4, DLR shall have the same obligations as those imposed on the Sponsor under clause 16.2 in respect of Confidential Information of the Sponsor. However, in addition to the permitted disclosures under clause 16.4, DLR will be entitled to disclose such Confidential Information of the Sponsor where DLR considers that it is obliged to do so under any of the legislation referred to in, or otherwise in accordance with, clause 17.

16.4 Permitted Disclosures

- (a) Clauses 16.2 and 16.3 will not apply to:
 - (i) any disclosure of information by a party to its employees and approved sub-licensees to the extent that such disclosure is strictly necessary for the performance of obligations or the exercise of rights under this Contract;
 - (ii) any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
 - (iii) any disclosure which is required by any Applicable Law but then only to the extent of such required disclosure;
 - (iv) any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and which is itself not subject to a duty of confidentiality;
 - (v) any disclosure of information by DLR to any other department, office or agency of TfL or the government;
 - (vi) any disclosure for the purpose of:

- (A) the examination and certification of DLR's or the Sponsor's accounts; or
 - (B) any examination pursuant to section 6(1) of the National Audit Act 1983;
 - (vii) any disclosure of information by DLR in relation to any competition for the future operations or maintenance of the London Cable Car or in relation to the future commercial exploitation of the London Cable Car;
 - (viii) any disclosure of information by a party to its own professional or insurance advisers.
- (b) Where disclosure is permitted under clause 16.4(a), other than paragraphs (ii), (iii) (to the extent necessary for court proceedings), (iv), (v), (iv) and (v), the discloser of such information shall procure that the recipient of the information shall be subject to obligations of confidentiality which are no less onerous than those contained in this Contract.
 - (c) For the purposes of the National Audit Act 1983, the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Sponsor or any sub-contractor and may require the Sponsor and any sub-contractor to produce such oral or written explanations as he considers necessary.
 - (d) If the Sponsor, in carrying out its obligations under this Contract, is provided with information relating to users of the London Cable Car, the Sponsor shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Sponsor has sought the prior written consent of the user and has obtained the prior written consent of DLR.

16.5 DLR Disclosures

Nothing in this Contract shall prevent the disclosure by DLR of any Confidential Information of the Sponsor to TfL or any of its subsidiaries, the Greater London Authority, the Mayor of London, the Scheme Operator and their respective advisers or sub-contractors or any other person or body that DLR from time to time is required to consult with or provide information to. The parties acknowledge that the National Audit Office has the right to publish details of this Contract (including commercially sensitive information) in its relevant report to Parliament.

16.6 Freedom of Information

This clause 16 shall be subject to the provisions of clause 17.

16.7 Remedies

The parties acknowledge and agree that damages alone may not be an adequate remedy for breach of this clause 16 and nothing contained in this Contract shall be construed as prohibiting the parties to this Contract from pursuing any other remedies which may be available to them at law or in equity for such breach of this clause 16 including specific performance, injunctive relief and recovery of monetary damages.

17 FREEDOM OF INFORMATION AND DATA TRANSPARENCY

17.1 For the purposes of this Contract:

"FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them, and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including, in each case, its successors or assigns) in relation to such legislation;

"Information" means information recorded in any form held by DLR or by the Sponsor on behalf of DLR; and

"Information Request" means a request for any Information under the FOI Legislation.

17.2 The Sponsor acknowledges that DLR:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with DLR to enable DLR to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Sponsor (but that where no such legal obligation exists it shall notify the Sponsor promptly in advance in writing of such proposed disclosure and take into account the Sponsor's reasonable representations regarding whether or not such proposed disclosure is acceptable).

17.3 Without prejudice to the generality of clause 17.2, the Sponsor shall and shall procure that its sub-contractors (if any) shall:

- (a) transfer to (or such other person as may be notified by DLR to the Sponsor) each Information Request relevant to the Sponsor, DLR or any member of the TfL Group, it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Request; and

- (b) in relation to Information held by the Sponsor on behalf of DLR, provide DLR with details about and/or copies of all such Information that DLR requests and such details and/or copies shall be provided within five (5) Business Days of a request from DLR (or such other period as DLR may reasonably specify), and in such forms as DLR may reasonably specify.
- 17.4 DLR shall be responsible (taking into account the Sponsor's reasonable representations where able to do so without breaching any applicable requirement under FOI Legislation or other Applicable Laws) for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation.
- 17.5 The Sponsor shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by DLR.
- 17.6 The Sponsor acknowledges that DLR is subject to the Transparency Commitment. Accordingly, notwithstanding clause 16 and clause 17, the Sponsor hereby gives its consent for DLR to publish the Contract Information to the general public.
- 17.7 DLR may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion DLR may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 17.8 DLR may in its absolute discretion consult with the Sponsor regarding any redactions to the Contract Information to be published pursuant to this clause. DLR shall make the final decision regarding both publication and redaction of the Contract Information.

18 DISPUTE RESOLUTION

Any Dispute will be resolved in accordance with the following procedure ("**Dispute Resolution Procedure**").

- (a) Either party may call a management meeting of the parties by service of not less than ten (10) Business Days' written notice and each party agrees to procure that an authorised representative of that party shall attend all such meetings called in accordance with this clause 18.
- (b) Those attending the relevant meeting shall use reasonable endeavours to resolve disputes arising out of this Contract. If the meeting fails to resolve the dispute within ten (10) Business Days of the referral to it of such dispute, either party by notice in writing may refer the dispute to the Director of Customer and Revenue, Transport Trading Limited, representing DLR (who, at the Effective Date, is Julie Dixon]) and the Chief Marketing Officer of the Sponsor (who, at the Effective Date, is

Oliver Pilgerstorfer) who shall cooperate in good faith to resolve the dispute as amicably as possible within ten (10) Business Days of the dispute being referred to them.

- (c) In the event the Director of Director of Customer and Revenue, Transport Trading Limited (representing DLR) and the Chief Marketing Officer of the Sponsor are unable to resolve the dispute within that ten (10) Business Day period, the parties shall submit the dispute to mediation by a mediator appointed by agreement between the parties or, failing such agreement, as nominated by the Centre for Dispute Resolution.
- (d) Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to mediation but not as to its outcome. Accordingly, all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts until ten (10) Business Days after the parties have failed to reach a binding settlement by mediation.
- (e) If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- (f) The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- (g) Nothing in this Contract shall prevent either party from applying for injunctive or other interim relief.

19 GENERAL

19.1 Force Majeure, Closures for Lockdown

- (a) A party will not be in breach of this Contract nor liable for any failure or delay in performance of any obligations (except for those in relation to payment) under this Contract (and the date for performance of the obligations affected will be extended accordingly) which arises as a result of any Force Majeure Event.
- (b) In the event that the London Cable Car is closed for a period in excess of twenty (20) consecutive days during the Term due to one or more lockdowns imposed by the UK government as a result of a pandemic (but not, for the avoidance of doubt, due to any other Force Majeure Event(s)), then the Sponsor may request that DLR extend the Term by an equivalent period (up to a maximum total extension of one (1) year), by notice in

writing to DLR, and DLR shall extend the Term accordingly. Such extension shall be the Sponsor's sole remedy, and DLR shall have no other liability to the Sponsor, in respect of such closure.

19.2 Notices

(a) Requirement for Notice in Writing

Wherever in this Contract provision is made for the giving or issuing of any notice by any person (a "**Notice**"), unless otherwise specified such Notice shall be in writing or by email and the word "notify" shall be construed accordingly.

(b) Service of Notices

Save as otherwise expressly provided in this Contract any Notice to be given under this Contract shall be deemed duly given if delivered by hand or sent by recorded delivery post or by email (provided that the Notice attached to such email is in pdf format and signed by a duly authorised representative of the relevant party, the email is not returned undelivered and a confirmation copy is sent by hand or recorded delivery post) to the party to be served at or to that party's address or to its email address given below or to such other address or numbers in England as the party to be served may from time to time select by prior notice to the other party:

DLR

Address: Docklands Light Railway Limited, 5 Endeavour Square,
London, United Kingdom, E20 1JN

Attention: Harriet McDonald, with a copy to the General Counsel

Email harrietmcdonald@tfl.gov.uk

Sponsor

Address: Bourne House, Watermans Business Park, The
Causeway, Staines-Upon-Thames, TW19 3BA

Attention: Oliver Pilgerstorfer

Email: oliver.pilgerstorfer@ifs.com

(c) **Time and proof of Service**

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day.	Properly addressed and delivered.
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting.	Properly addressed prepaid and posted.
E-mail	9.00am on the first Business Day after sending.	Despatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the email is sent to the recipient and delivered by hand or by recorded delivery post in the manner set out above. Failure to send a confirmation copy will invalidate the service of any e-mail transmission.

19.3 Entire Agreement

This Contract constitutes the entire agreement between the parties hereto in connection with the subject matter of this Contract. No party has relied upon any representation save for any representation expressly set out in this Contract. Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.. All warranties, conditions, terms and representations not set out in this Contract, whether implied by statute or otherwise, are excluded to the extent permitted by law.

19.4 Waivers and Variations

- (a) No term or provision of this Contract shall be considered as waived by any party to this Contract unless a waiver is given in writing by that party.

- (b) No waiver under clause 19.4(a) shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Contract unless (and then only to the extent) expressly stated in that waiver.
- (c) No variation to this Contract shall be effective unless recorded in a written instrument on behalf of each party by a person notified by the relevant party to the other party as being duly authorised to agree to such variation (which for the avoidance of doubt, may be different to the persons appointed by each party as Representatives).

19.5 Partial Invalidity

If at any time any provision of this Contract (or part thereof) is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, such illegality, invalidity or unenforceability shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other part of that provision or any other provision of this Contract or, in any other jurisdiction, of that provision or part thereof or any other provision of this Contract. In the event that in DLR's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, DLR and the Sponsor shall immediately commence good faith negotiations to remedy such invalidity.

19.6 No Partnership or Agency

Nothing in this Contract and no action taken by the parties pursuant to this Contract shall constitute, or be deemed to constitute, a partnership, unincorporated association or other co-operative entity. Neither party shall be or be deemed to be the agent of the other party and neither party shall hold itself out as having the power to bind the other party in any way.

19.7 Further Assurance

Each party agrees that it shall now or at any time during the subsistence of this Contract, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other party, as the other party may reasonably require for giving full effect to and obtaining the full benefit of the rights powers and remedies conferred upon such other party by this Contract.

19.8 Assignment

- (a) The Sponsor shall not, without the prior written consent of DLR (which consent may be given or withheld in DLR's absolute discretion), assign, novate or transfer all or any of its rights or obligations under or pursuant to this Contract.
- (b) At any time DLR shall be entitled, without the consent of the Sponsor, to assign (whether absolutely or by way of security), transfer, novate, charge

or otherwise dispose of the whole or part of its rights and/or obligations under this Contract to any member of the TfL Group.

- (c) At any time DLR shall be entitled, without the consent of the Sponsor, to assign (whether absolutely or by way of security), transfer, novate, charge or otherwise dispose of the whole or part of its rights and/or obligations under this Contract to a Suitable Third Party.
- (d) If DLR wishes to deal with its rights and/or obligations in this Contract pursuant to clauses 19.8(b) or 19.8(c), the Sponsor shall execute such documents (including but not limited to a deed of novation) and do such other things as DLR may reasonably request in order to facilitate and perfect such dealing.
- (e) In this clause a "**Suitable Third Party**" shall mean any person who has sufficient financial standing or financial resources to perform the obligations of DLR under this Contract.

19.9 Rights of Third Parties

- (a) Save for the members of the TfL Group, no person other than the parties to this Contract (which term shall for the purposes of this clause include all permitted assignees or transferees or successors in title) shall have any rights under the Contracts Rights of Third Parties Act 1999 (the "**Act**") nor shall this Contract be enforceable under the Act by any person other than the parties to it.
- (b) The members of the TfL Group shall have the benefit of this Contract and may enforce the provisions of this Contract in accordance with the Act.
- (c) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Contract.

19.10 Conflict of Interest

- (a) The Sponsor warrants that it does not and will not have at the Effective Date or the Launch Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Sponsorship Rights or any member of the TfL Group, save to the extent fully disclosed to and approved by DLR.
- (b) The Sponsor shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify DLR in writing immediately upon becoming aware of any actual or potential conflict of interest with the Sponsorship Rights or any member of the TfL Group and shall work with DLR to do whatever is necessary (including the separation of staff working on, and data relating to, the Sponsorship Rights from the matter in question) to manage

such conflict to DLR's satisfaction, provided that, where DLR is not so satisfied, it may terminate the Contract in accordance with clause 14.1(k).

19.11 Corrupt Gifts and Payment of Commission

The Sponsor shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the TfL Group nor favour any employee, officer or agent of any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the TfL Group, without DLR's prior written approval.

19.12 Legal Costs

Each party shall bear its own legal costs incurred in relation to the preparation, negotiation and execution of this Contract.

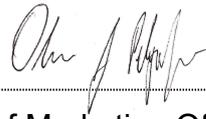
19.13 Counterparts

This Contract may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

19.14 Governing Law

- (a) This Contract and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- (b) Subject to first complying with clause 18, all disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts, to which the parties irrevocably submit.

Signed by for and on behalf of
**INDUSTRIAL AND FINANCIAL
SYSTEMS IFS AB**



Chief Marketing Officer, IFS

26th August 2022

Signed by for and on behalf of
**DOCKLANDS LIGHT RAILWAY
LIMITED**



Director of Customer and Revenue

SCHEDULE 1

SPONSORSHIP RIGHTS

Activation of the Core Rights set out in this schedule 1 is subject to the approvals process set out in schedule 4 and shall be in accordance with the relevant DLR Guidelines.

Introduction

This Schedule 1 comprises three parts – Parts **A**, **B** and **C**

Part A provides details of the Rights in relation to:

- **Scheme name**
- **Cable Car Roundel**
- **Composite Logo**
- **Station names**
- **Tube Map**
- **Application on scheme infrastructure**
- **In station branding**
- **Cabin branding**

Part B provides details of the Rights in relation to:

- **Communications and sponsor marketing**
- **Events and special use**
- **Activation and retail space**
- **Scheme promotions**

Part C provides details of the Rights in relation to:

- **Customer information signage**
- **Promotional megasites**

Schedule 1, Part A

Table 1 below provides a summary of the Rights detailed in Part A of Schedule 1

Ref	Right
R 1	Scheme Name
R 2	Cable Car Roundel
R 3	Composite Logo
R 4	Station Names
R 5	Tube Map
R 6	Station Infrastructure
R 7	In-station Branding
R 8	Cabins

Ref: R1	Scheme Name
<p>Right summary</p> <p>1) Right to be the sponsor of the London Cable Car and to be designated as the title partner (“Title Partner”) of the London Cable Car</p> <p>2) Right to provide the Scheme Name of the London Cable Car. The Scheme Name will be in the form “ABC Cable Car” scheme (where ABC = Sponsor Brand)</p>	

Ref: R2	Cable Car Roundel
<p>Cable Car Roundel</p> <div data-bbox="549 840 1075 1236" data-label="Image"> </div>	
<p>Dimensions</p> <ul style="list-style-type: none"> • Various 	
<p>Right summary</p> <p>1) Right to change the colour of the Cable Car Roundel to the Sponsor Colour. 2) No right to change the design of the Cable Car Roundel.</p>	
<p>Activation cost and responsibility</p> <p>TfL / DLR to arrange at its own cost across the assets listed in Schedule 1</p>	

Composite Logo*Figure 1: Composite Logo**Figure 2: Composite Logo – Sponsor Marque***Dimensions**

- Various

Right summary

- 1) Sponsor Marque to be included within the Composite Logo
- 2) Sponsor Marque to remain in the current “rectangle” shape
- 3) Background colour of the “rectangle” shape to be the Sponsor Colour, or other acceptable design colour(s)

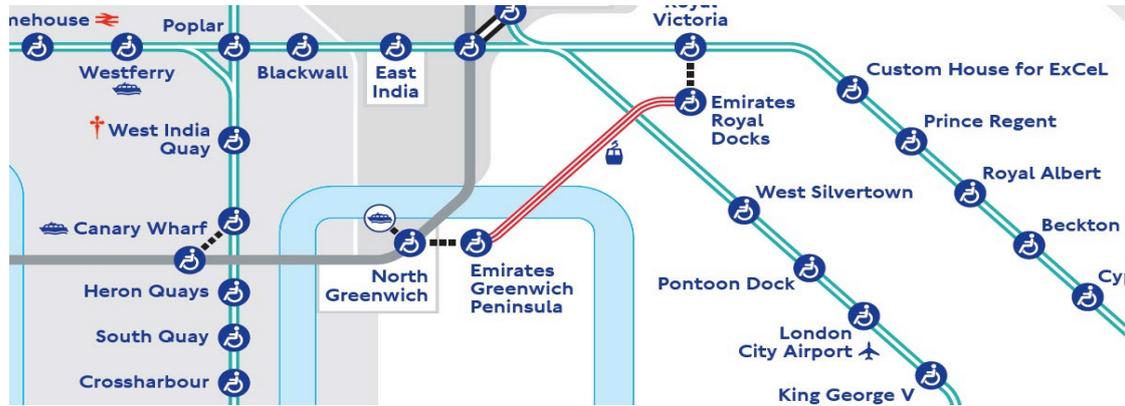
Activation cost and responsibility

TfL/DLR to arrange at its own cost

Ref: R4

Station Names

Station Names



The Cable Car links two stations: Greenwich Peninsula and Royal Docks. The sponsor will have the right to provide the name of each station. The Station Name will be in the form “ABC Greenwich Peninsula” and “ABC Royal Docks” (where ABC = Sponsor Brand)

Right summary

Sponsor name to be included in the station name (on each station) in the form ABC Greenwich Peninsula and ABC Royal Docks where ABC is the brand name

Activation cost and responsibility

TfL/DLR to arrange at its own cost



- There are a total of 3,500 Quad Royal maps in stations across London (present in all London Underground stations, Elizabeth line stations, bus stations, London Overground, Trams)
- 10 million pocket tube maps are printed and distributed each year

Right Summary

Sponsor name to be on all printed and digital Rail and Underground maps where the sponsor named stations are referenced in the form ABC Greenwich Peninsula and ABC Royal Docks where ABC is the sponsor name.

Activation cost and responsibility

TfL/DLR to arrange at its own cost

Ref: R6

Scheme Infrastructure

Station Exterior



Dimensions

There is one large composite logo on the exterior of each station (2 in total) Greenwich Peninsula and Royal Docks

The dimensions of the composite logo are approximately:

- 478 cm wide (distance between the two furthest points); and
- 200 cm high

Right summary

One large composite logo to be placed on the exterior of each station (2 in total)

Activation cost and responsibility

TfL/DLR to arrange at its own cost

Station Entrances*Figure 1**Figure 2*

This will feature on the entrance of each station

Dimensions

The dimensions of the station names are approximately:

Emirates Greenwich Peninsula

- 1050 cm wide
- 45 cm high

Emirates Royal Docks

- 7200 cm wide
- 45 cm high

Right summary:

Sponsor name to be included in station entrance signage in the form ABC Greenwich Peninsula and ABC Royal Docks where ABC is the sponsor's name

Activation cost and responsibility

TfL/DLR to arrange at its own cost

Ref: R6

Scheme Infrastructure

Station Lozenge



The exterior of each station has three-dimensional composite logo “lozenge” hanging above the ticket office (1 in each station - total of 2)

Dimensions:

The dimensions of the lozenge are approximately:

- 212.5 cm wide
- 90 cm high

Right Summary:

New composite logo lozenge to be placed on the exterior of each station

Activation cost and responsibility

TfL/DLR to arrange at its own cost

Ref: R7

In Station Branding

Ticket Offices



Right Summary

- 1) Right to branding above and within the ticket office at each station (total of 2)
- 2) Right to distribute merchandise/souvenir with ticket

Activation cost and responsibility

TfL / DLR to arrange sponsor branding above ticket office at each station at its own cost
Sponsor to arrange distribution of merchandise / souvenir with ticket at its own cost if desired

Ref: R7 | **In Station Branding**

High Impact Branding

Figure 1



Figure 2



Dimensions

Various

Right Summary

Rights to permanent brand artwork on ticket gates and stair risers at Greenwich Peninsula and Royal Docks station for the contract term

(1 staircase at each station – total of 2)

Activation cost and responsibility

TfL/DLR to arrange at its own cost

High Impact Advertising Sites

Figure 1



Figure 2



There are 2 large advertising sites in each station:
Gate line *Figure 1*, Platform *Figure 2*

Dimensions

- Figure 1 155 cm wide and 180 cm high
- Figure 2 400 cm wide and 300 cm high

Right Summary

Right to permanent sponsor advertising in each site for the contract term

Activation cost and responsibility

Cost to be borne by the sponsor and implemented by TfL/DLR

External branding*Figure 1**Figure 2*

Total of 36 cabins, 34 operating at all times

Right Summary

- 1) The right to brand 100% of the available exterior of all the cabins (sides, underside and the frame)
- 2) The right to brand the interior ceiling of the cabins
- 3) Right to include partner branding on cabins
- 4) The right to change the branding on/in all the cabins twice per year (at sponsor cost)
- 5) The right to re-brand up to maximum of 10 cabins on five occasions per year (at sponsor cost)
- 6) TfL will update the moquette seating in the cabins in the first year of the contract term in consultation with the sponsor. This will be at TfL / DLR cost.
- 7) The sponsor will have the right to design and brand the moquette seating at their conditional on funding the removal and replacement with brand neutral moquette design at the end of the contract term (cost £35k)

Activation cost and responsibility

Cost 1-5 to be borne by the sponsor and implemented by TfL/DLR

Ref: R8	Cabin Branding
<p>Cost 6 (updating of moquette seating) implemented by TfL /DLR at its own cost Cost 7 (removal and replacement of moquette seating) to be borne by the sponsor and implemented by TfL/DLR</p>	

Ref: R8	Cabin Branding
Lighting	
	
Specification	
<p>Lights switch off at entrance of a station due to the blinding effect of staff and guests as they transit through the platform.</p>	
Right Summary	
<p>The right to illuminate all cabins in brand colour</p>	
Activation cost and responsibility	
<p>TfL/DLR to arrange at its own cost</p>	

Schedule 1, Part B

Table 2 below provides a summary of the Rights detailed in Part B of Schedule 1

Ref	Right
Communications & Sponsor Marketing	
R 9	Communications and Materials
R 10	Visual identify on the TfL website
R 11	Social media channels
Events and special use*	
R 12	Sponsorship launch
R 13	Special use
Activation and experiential space	
R 14	Activation / installation / display space
R 15	Experiential activation
Scheme promotions	
R 16	Travel concessions

Ref	Overview	Rights
Communications & Sponsor Marketing		
R 9	Communications and materials	Right to use the Scheme Name and Composite Logo on all Sponsor Marketing All TfL Scheme Marketing will also contain, as appropriate, Scheme Name or the Composite Logo
R 10	TfL website	Right to include the Scheme Name, and Composite Logo on relevant pages on the TfL website
R 11	Social media channels	Right to co-create and deliver London Cable Car related campaigns via social media channels
Events and special use*		
R 12	Sponsorship launch	Right to create a London Cable Car sponsorship launch event in conjunction with TfL
R 13	Special use	Right to exclusive use the majority* of cabins for 2 “special occasions” each year Right to exclusive use of the promotional cabin currently in Greenwich Peninsula Station with the option to transfer to Sponsor UK office for the duration of the agreement *majority = 70% of operating cabins
Activation / Experiential / Display space*		
R 14	Retail / exhibition space	Right to permanent activation in the large space in Greenwich Peninsula station This can be used for exhibitions, installation/ exhibition customer experience
R15	Experiential activations	Right for sponsor promotional staff to run sampling, promotional campaigns in each of the Cable Car stations
Scheme promotions		
R 16	Travel concessions	Right to provide 100 free return journeys per annum for staff / clients

**Implementation costs of events, experiential and activation are at the cost of the Sponsor*

Schedule 1, Part C

Table 2 below provides a summary of the Rights detailed in Part C of Schedule 1.

Ref	Right
Customer Information Signage	
R 17	North Greenwich Station
R 18	Royal Victoria Station
Promotional Megasites	
R 19	Canada Water
R 20	Canning Town
R 21	Waterloo
R 22	Westminster
R 23	Royal Victoria

Ref: R17

Customer Information Signage – North Greenwich

North Greenwich Station Ticket Hall



Dimensions

Various

Right Summary

Composite logo and sponsor colour to be included on the 2 high impact signage sites in North Greenwich Underground station ticket hall

Activation cost and responsibility

TfL/DLR to arrange at its own cost

Ref: R17

Customer Information Signage – North Greenwich

Cable Car Installation



Dimensions and Specification

TBC

Right Summary

Composite logo and sponsor artwork on Cable Car installation North Greenwich Station ticket hall

Activation cost and responsibility

TfL/DLR to arrange at its own cost

Ref: R17	Customer Information Signage – North Greenwich Station	
	<p>Wayfinding from Station</p>  <p>Wayfinding totems outside North Greenwich Underground Station guiding customers to the Cable Car (total 2)</p>	
	<p>Dimensions:</p> <ul style="list-style-type: none"> • Height - 210cm • Width – 70cm 	
	<p>Right Summary</p> <p>Composite logo and sponsor artwork on customer information wayfinding totems outside North Greenwich Underground station</p>	
	<p>Activation cost and responsibility</p> <p>TfL/DLR to arrange at its own cost</p>	

Ref: R18

Customer Information – Royal Victoria

Wayfinding from Station



Wayfinding totems outside Royal Victoria DLR station guiding customers to the Cable Car Royal Docks Station total 4

Dimensions

The dimensions of each totem are approximately

- Height 210cm
- Width – 70cm

Right Summary

Composite logo and sponsor artwork on customer information wayfinding totems outside Royal Victoria DLR Station

Activation cost and responsibility

TfL/DLR to arrange at its own cost

Promotional Mega Sites

Right summary

There are number of high-profile mega sites across the network which are dedicated to promoting the Cable Car

The sponsor branding and artwork will be incorporate into these on a permanent basis for the contract term.

Activation cost and responsibility

TfL/DLR to arrange at its own cost

If additional sites become available to be used as promotional megasites for the Cable Car these can be activated by the sponsor at their cost (production and installation)

Ref: R19

Canada Water



Location: Ticket Hall

Ref: R20

Canning Town



Location: Ticket Hall

Figure 1:



Figure 2:

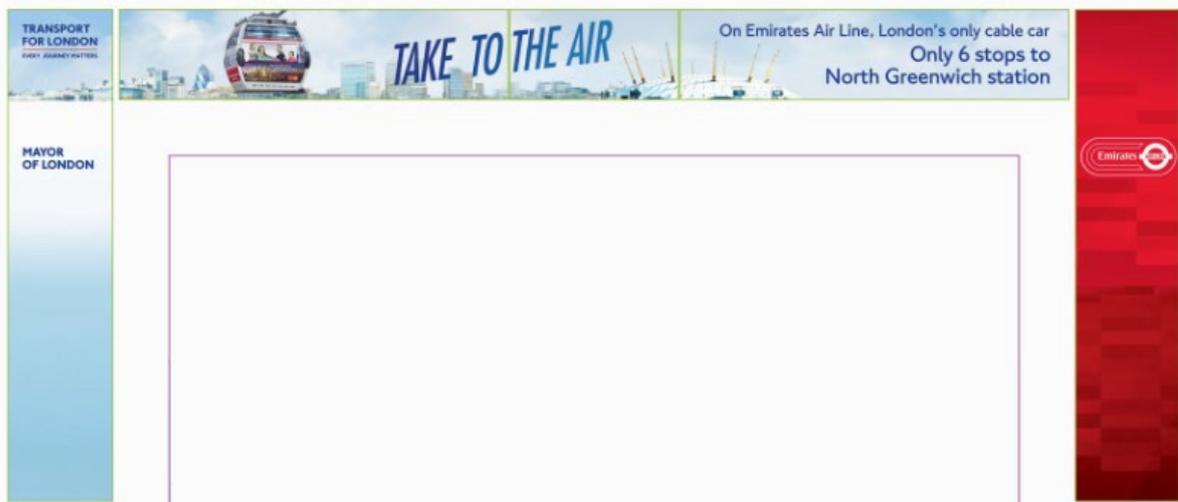


Figure 3:



Dimension

TBC

Ref: R21

Waterloo



Ref: R22

Westminster





Location: all platforms and footbridge

SCHEDULE 2

MARKS PART 1 – COMPOSITE LOGO



PART II – CORE NAME

PART III – LONDON CABLE CAR ROUNDEL



PART IV – DLR MARKS

Roundel:



PART V – SPONSOR MARKS

SCHEDULE 3

PAYMENT SCHEDULE

Core Rights Sponsor Payments

- 1 Table 1 below sets out the total Sponsor Payments which are payable to DLR in relation to the Core Rights.

Table 1: Sponsor Payments

Sponsor Payment	Invoice Triggers	Amounts payable
Initial Sponsor Payment	Effective Date	£105,000 plus VAT (25% of the annual fee)
Launch Date Payment	Launch Date	£315,000 plus VAT (75% of the annual fee)
Ongoing Sponsor Payments:		
Ongoing Sponsor Payment – payment 3	First anniversary of Launch Date	£420,000plus VAT
Ongoing Sponsor Payment – payment 4	Second anniversary of Launch Date	£420,000plus VAT
Ongoing Sponsor Payment – payment 5	Third anniversary of Launch Date	£420,000plus VAT
Ongoing Sponsor Payment – payment 6	Fourth anniversary of Launch Date	£420,000plus VAT

- 2 Pursuant to clause 8, DLR shall provide the Sponsor with valid VAT invoices for the Sponsor Payments and all invoices shall be payable by the Sponsor within 45 days of the date of the invoice.

SCHEDULE 4

CONTRACT MANAGEMENT

General

- 1 Each party shall nominate a manager ("**Contract Manager**") who will be responsible for ensuring compliance with the party's obligations under this Contract.
- 2 The Contract Managers, and their respective teams (which shall include all appropriate key staff and subject matter experts), shall meet on a regular basis ("**Review Meetings**"). Review Meetings will be the initial forum where all matters relating to the Contract are discussed between the parties. The parties shall agree an appropriate meeting frequency and structure for the Review Meetings. Whilst not limited to, the Review Meetings are anticipated to be the initial forum to discuss the following matters:
 - Provide clear direction to the partnership;
 - Set, manage and update in relation to all key milestones and timeframes;
 - Resolve partnership issues where necessary;
 - Suggest future partnership initiatives and scope;
 - Ensure overall coherence and alignment between the parties;

Approvals

- 3 The Sponsor or DLR (as the case may be) (the "**Submitting Party**") shall submit to the other party the Approval Materials for approval in accordance with this schedule 4 in good time before any anticipated use. The Approval Materials shall be submitted to the contacts for such set out in paragraph 6 below and the following procedure shall apply:
 - the Receiving Party shall respond to the Submitting Party within five (5) Business Days of receipt of the Approval Materials with confirmation of its approval (which unless otherwise stated in this Contract shall not be unreasonably withheld, delayed or conditioned) or otherwise;
 - if no approval is given, the Receiving Party shall give reasons for withholding approval and shall suggest reasonable amendments to the Approval Materials which (if implemented) would achieve approval;
 - if amendments were required by the Receiving Party, the Submitting Party may incorporate such amendments and re-submit the Approval Materials, in which case the Receiving Party shall respond to the

- Submitting Party within five (5) Business Days of receipt of the revised Materials with confirmation of its approval or otherwise (and if following re-submission the Receiving Party notifies the Submitting Party of its rejection of the re-submitted Approval Materials, the Submitting Party may withdraw the Approval Materials or invoke the Dispute Resolution Procedure);
 - if the Receiving Party does not respond to the Submitting Party with respect to any sample within the timetable set out above, the Approval Materials shall be deemed not approved.
- 4 The Submitting Party shall ensure that all Approval Materials put into action shall conform in all material respects with the Approval Materials approved by the Receiving Party.
- 5 As part of the approval process under this schedule 4, the Sponsor may request or agree that Approval Materials should not make use of the Scheme Name or the Composite Logo in which event, notwithstanding the grant of the Sponsorship Rights or any other clause of this Contract, DLR shall be free to make use of such Approval Materials, amended to use generic terminology in place of the Scheme Name and to remove the Composite Logo.
- 6 The parties contacts for the approval of Approval Materials shall be:
- the Sponsor: Jodie Bryan, Fiona Hamilton, Per Asberg and Preeti Saini;
 - DLR: Harriet McDonald, Adam Campbell, Jon Hunter
- or such other contact as either party may notify to the other in writing from time to time during the Term.

SCHEDULE 5
SPONSOR ARTWORK

