



REF: MBNA/TFL LONDON UNDERGROUND MAP SPONSORSHIP

Transport for London
Commercial Development

27 October 2014

Mr M Donald
Chief Marketing and Commercial Officer
MBNA Limited
Chester Business Park
Chester
CH4 9FB

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Tel No: 020 3054 3417

Dear Michael

Transport Trading Limited (“the Authority”) and MBNA (“the Sponsor”) (together “the Parties”) agree to the Authority’s grant of the Benefits in return for the Sponsor’s payment to the Authority of the Sponsorship Costs relating to the sponsorship of the London Underground Maps (the “Project”) as set out in the commercial terms below and general terms appended (“the Agreement”).

Please sign and return the enclosed copy letter to indicate your agreement.

COMMERCIAL TERMS

1. **Benefits** means the following (all to be effected within the Sponsorship Period):
 - a. Branded Space on the bottom strip of the quad royal Tube Maps (approximately 1,360) across the London Underground network
 - b. Branded outer back cover of the Pocket Tube Map distributed across the London Underground network (approximately 28 million). The size of this space 75mm x 148mm (“**Printed Benefits**”).

The Sponsor will be allowed to submit different artwork for the two print runs that occur each year for each of the above. The print runs are currently planned for November 2014 and May 2015 and the Authority will notify the Sponsor in advance in the case of any material changes of these dates. Artwork for use by the Authority must be submitted in advance of the print run and the date by which the Authority must receive the artwork will be confirmed by the Authority which will be at least 2 months before the deadline for the print run.

- c. Online:
 - i. 28 days’ worth of hero slots¹ across the TfL.gov.uk Homepage²
 - ii. 28 days’ worth of hero slots across the TfL.gov.uk Journey Planner³ (“**Online Benefits**”)

As regards the Online Benefits:

¹ Hero Slot Dimensions – see Appendix 2

² <http://tfl.gov.uk>

³ <http://tfl.gov.uk/plan-a-journey>

- Dates will be jointly agreed between the Parties but the Sponsor must use a minimum of consecutive three days at any one time and use a maximum of one creative execution for each page in that period.
- The creative must be submitted with a minimum of 5 days notice before the agreed publishing date in order for the Authority to publish the approved creative on TfL.gov.uk.
- Should the Authority object to the content of the creative, the parties will use all reasonable efforts to arrive at a mutually acceptable alternative creative but the avoidance of doubt, Authority shall have no right to alter or re-format the creative once it has been agreed.

d. Media Activity:

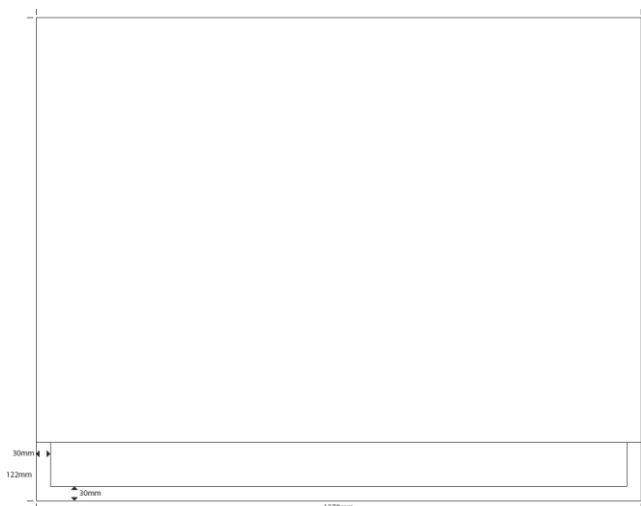
- i. Joint press release announcing the partnership, with Sponsor mention and quote to be approved by both parties;
- ii. Media launch with Sponsor spokesperson and TfL representatives, to take place at a location agreed by both Parties on the TfL estate, the cost for the location will be paid by the Authority, with any incremental expenditure on entertainment, catering or beverages at the launch being paid and arranged for by the Sponsor; and
- iii. Social Media Channels – The Project will be supported through social media on @TfLOfficial on Twitter and the Authorities Facebook page. All messages will be jointly agreed.

For the avoidance of doubt, and except for Barclays' sponsorship of the cycle hire scheme, the Authority shall be precluded from promoting any other product or service of a credit card issuer within the relevant Benefit:

- **Printed Benefits:** during the entire Sponsorship Period;
- **Online Benefits:** during the time that the Online Benefits are displayed on the Authority's website.

All artwork and creative must comply with TfL's Terms of Reference which have been distributed to the Card Industry.

2. **Branded Space** means the following space identified below on the quad royal poster:



3. **Sponsor Logo** means the following:



4. **Sponsorship Costs** means £846,000 plus VAT payable as follows:

1 st December 2014	–	£211,500
1 st March 2015	–	£211,500
1 st June 2015	-	£211,500
1 st September 2015	-	£211,500

5. **Sponsorship Period** means the period commencing on 28th November 2014 until 27th November 2015, during which time the Benefits will be provided, with the option for either party to extend the Agreement for one year by giving no less than 4 months notice prior to the expiry of the Agreement. At the end of this agreement the Authority shall be entitled to remove and securely destroy all Benefits which has been displayed, distributed or transmitted. The Authority shall be responsible for the cost of removal and destruction of the branding.

6. **Project** means the Sponsorship of the London Underground Map and Pocket Tube Map.

SIGNED FOR AND BEHALF OF THE PARTIES

<i>Transport Trading Limited</i>	<i>MBNA Limited</i>
..... Duly authorised signatory for the Authority Duly authorised signatory for the Sponsor
Graeme Craig Director of Commercial Development	Michael Donald Chief Marketing and Commercial Officer
Date	Date

APPENDIX 1- GENERAL TERMS

1. The Sponsor shall pay the Sponsorship Costs on the receipt of an invoice, in the manner and on the dates required by this Agreement. Invoicing shall be as follows:
 - a. The Authority shall submit written invoices to the address specified by Sponsor in writing and shall contain such detail as the Sponsor may reasonably require from time to time, such as a Purchase Order number, description, value and the correct invoice address: MBNA Ltd, Accounts Payable, Chester Business Park, Chester, CH4 9FB.
 - b. The Sponsor shall pay the Authority within thirty (30) calendar days of the date of receipt of a valid invoice. Amounts not invoiced by the Authority to the Sponsor within 6 months after such amounts could first be invoiced under this agreement may not thereafter be invoiced and the Sponsor shall not be required to pay such amounts.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.
3. No change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing and has been discussed with the Sponsor.
4. The Authority shall acknowledge the Sponsor's participation in the Project by incorporating the Sponsor's name and/or the Sponsor Logo on the literature, programmes, advertisements and posters if and to the extent as set out in the Commercial Terms. The Authority shall have the sole right of approving all such literature and materials. Any rejections by the Authority of Sponsor's materials shall result in a requirement for both Authority and Sponsor to agree on an alternative material.
5. Either party may terminate this Agreement at any time if: (a) the other party goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy; (b) either party demonstrates or declares, whether by words or its actions, that it shall not be adhering to this Agreement; or (c) circumstances arise from which there is a risk of damage to a party by reason of the conduct of, or ongoing material adverse publicity about the other party, by giving the other party notice in writing to bring the Agreement to an end immediately, and where such conduct or ongoing material adverse publicity is about the Sponsor, the Authority shall be entitled to retain the Sponsorship Costs already paid, provided always that upon the application of paragraph 5(c), the Sponsor's liability for costs arising subsequently shall cease, save that each party's other rights for any breach shall survive termination.
6. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that; the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach of this Agreement.

7. Either Party may give notice to terminate this Agreement in the event that the other: (a) breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; or (b) breaches this Agreement where such breach is not capable of remedy;
8. The Authority accepts no responsibility for any change to the Project or for any reason beyond the Authority's reasonable control, including without limitation, act of God, fire, national or local disaster and Sponsor's obligations to pay the Sponsorship Costs shall be lowered pro-rata to reflect any diminution of the Benefits during the any such period.
9. The Sponsor shall indemnify the Authority in respect of all claims, damages, costs (including (without limitation) legal costs) howsoever and whensoever arising (including, without limitation, claims, damages and costs in respect of directly arising from death, personal injury or damage to property caused by the negligence or breach of statutory duty by the Sponsor or any person acting on its behalf.
10. The Sponsor hereby grants to the Authority a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo(s) as specified herein in relation to the Project. Such licence shall terminate upon expiry or earlier termination of this Agreement and following any earlier termination by the Sponsor the Authority shall be entitled to a reasonable period within which to remove the Sponsor Logo from Project related materials such period to be no less than three (3) calendar months.
11. Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Project, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, save for any intellectual property rights existing in the Sponsor Logo and any other materials provided by the Sponsor. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party. Subject to Clause 12, in the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.
12. The Sponsor shall indemnify and hold harmless the Authority against any claims, direct damages, costs (including (without limitation) legal costs), expenses, incurred by Authority as a result of a claim or allegation that the Sponsor Logo or other materials provided by Sponsor for the Project infringes the intellectual property rights of a third party.
13. The Parties undertake to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the other party any trade or business secret or other information by its nature or expressed to be confidential supplied by the Authority to the Sponsor.
14. Authority shall be responsible (taking into account the Sponsor's reasonable representations where able to do so without breaching any applicable requirement under FOI Legislation⁴) for determining whether Information⁵ is

⁴ "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 issued by the Information Commissioner, the Ministry of Justice, the Department for Constitutional Affairs, of the Department for the Environment Food and Rural Affairs (including in each case, its successors or assigns in relation to such legislation).

exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request⁶ in accordance with the FOI Legislation.

15. The Sponsor shall not, and shall procure that it shall not pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority without the Authority's written approval.
16. Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted.
17. The Agreement is personal to the Sponsor who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority.
18. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected.
19. No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
20. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
21. Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.
22. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
23. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.
24. The entire liability of each party under this Agreement for any head of liability or the payment of any indemnity shall be the Sponsorship Costs.
25. The Authority represents and warrants that it:
 - a. shall secure or has secured all authorisations, permissions, licences, regulatory approvals and registrations required to render the Benefits;

⁵ "Information" means information recorded in any form held by Authority or by the Sponsor on behalf of Authority.

⁶ "Information Request" means a request for any Information under the FOI Legislation.

- b. shall produce the Benefits and all obligations under this Agreement in a timely and professional manner using competent personnel having expertise suitable to their assignments;
- c. the Benefits and any materials provided by Authority to Sponsor under this Agreement do not and shall not infringe, misappropriate or otherwise violate any intellectual property rights of any third party.

APPENDIX 2- HERO SLOT DIMENSIONS

