

Greater London Authority
City Hall
The Queen's Walk
London SE1 2AA

July 2008

Dear Sirs,

Sponsorship: London Freewheel 2008 ("the Event")

This letter sets out the terms agreed in relation to British Sky Broadcasting Limited's ("Sky") sponsorship of the Event. Greater London Authority and Sky have agreed as follows:

1. Consideration

Greater London Authority grant Sky the various sponsorship rights set out in paragraph 2 of this letter ("the Rights") in relation to its sponsorship of the Event commencing on the date of signature of this letter and (subject to clause 4.1) ending on 21st November 2008 ("the Term") for a fee of (Information removed. Section 43 Commercial interests) plus VAT ("the Fee"). Sky will pay the Fee to London Authority as follows:

- (a) (Information removed. Section 43 Commercial interests) on 4th August 2008; and
- (b) (Information removed. Section 43 Commercial interests) on 22 September 2008;

following receipt by Sky of correct invoices from the Greater London Authority.

For the avoidance of doubt the Fees are exclusive of any value added tax ('VAT') which may be or become payable and Sky shall pay any such VAT to the upon receipt of an appropriate VAT invoice.

2. Rights

During the Term, and in consideration of the Fee, Greater London Authority hereby grants Sky the following exclusive (pursuant to Clause 5) sponsorship rights in

relation to the Event and the promotion of Sky's products and services ("the Services") as set out below.

(a) **Title Rights and Designations**

Greater London Authority hereby grants Sky the exclusive right to be the title sponsor of the Event, the title of the Event being the "Sky Sports London Freewheel 2008" ("the Title"). Greater London Authority shall:-

- (i) use the Title and the composite logo, comprising of Sky's logo as shown at Schedule 1 hereto ("Sky's Logo") and the GLA logo as shown at Schedule 2 hereto ("GLA Logo") combined as agreed between the parties and shown at Schedule 3 hereto, ("Composite Logo") (for the avoidance of doubt the copyright in the Composite Logo and the Title shall be jointly owned by Sky and the Greater London Authority), in all press, media, advertising and promotional material (including without limitation in any internet or on line usage and any promotional videos of the Event) undertaken by Greater London Authority and shall ensure the same of any third party acting on its behalf during the Term;
- (ii) use the Composite Logo on all electronic and written communications to its subscribers, participants or to any other persons in relation to the Event;
- (iii) use the Composite Logo on all above and below the line marketing and on all promotional material relating to the Event; and
- (iv) use all reasonable endeavours to ensure that third parties (including representatives, agents and employees of Greater London Authority) describe and refer to the Event (including without limitation in press and media interviews) using the Title.

(b) **Use of Marks and Intellectual Property**

- (i) Sky and the Greater London Authority grant each other the right during the Term to use the Title and/or the Composite Logo in all promotional and publicity materials relating to the Event provided that prior approval has been granted by the other party.
- (ii) Sky and the Greater London Authority grant each other the right in perpetuity to use the Title and/or the Composite Logo in internal promotional and publicity materials.

- (iii) For the avoidance of doubt neither Sky nor the Greater London Authority shall register or attempt to register or obtain any rights to internet domain names including the Title or any links thereto.
- (iv) Each Party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any intellectual property rights including (without limitation) patents, trade marks and designs (whether registered or unregistered) including any applications for the foregoing, copyrights, database rights and rights in performances ("IPR") of the other party which comes to the other's notice and of any claim by any third party coming to its notice. Each Party shall, at the request and expense of the other, do all such things as may be reasonably required to assist in taking or resisting any proceedings in relation to any such infringement or claim.
- (v) Unless otherwise set out in this Agreement nothing in this Agreement shall give either Party any rights in respect of any IPR of the other or of the goodwill associated therewith and the Parties acknowledge that, except as expressly provided in this Agreement, neither Party shall acquire any such rights and that all such rights and goodwill are and shall remain vested in the other.
- (vi) Each Party shall, at the request and expense of the other, take all such steps as the requesting Party may reasonably require to assist it in maintaining the validity and enforceability of the IPR of the other during the Term.
- (vii) Neither Party shall do or authorise any third party to do any act which would or might invalidate or be inconsistent with the IPR of the other and shall not omit or authorise any third party to omit to do any act which by its omission would have that effect or character.
- (viii) Each Party shall on the expiration or termination of this Agreement cease to use the other's IPR unless authorised by the other in writing.

(c) **Advertising Rights**

Greater London Authority hereby grants Sky the following exclusive advertising and/ or promotional rights at the Event:

- (i) the right to the display the Composite Logo and, subject always to the prior approval of the Greater London Authority which shall not

be unreasonably withheld or delayed, the right to show such other Sky branding on the official website of the Event, together with a link on such website to Sky's official website;

(Information removed. Section 43 Commercial interests)

(f) Approval

Both parties agree to submit to the other party for approval all advertising and promotional material relating to the Event including, without limitation, any proposed use of the Title and/ or Composite Logo. Both parties shall respond to any such request for approval within one business day of a request for approval being made (business days in this context being Mondays to Fridays (inclusive) excluding public holidays).

(g) (Information removed. Section 43 Commercial interests)

(h) Research

The parties shall work together in researching the mutual opportunities & feedback from the Event (Information removed. Section 43 Commercial interests).

Warranties and Obligations

3.1 Each party warrants and undertakes to the other that:

- (a) they will work together to create an effective joint marketing campaign in relation to all elements of the Event;
- (b) it will co-operate to confirm the date and a suitable venue for the Event;
- (c) it is duly authorised to enter into this Agreement and capable of complying with its obligations under this Agreement;
- (d) subject always to clause 7 below it shall not disclose confidential information relating to the other except to its professional advisers, as required by law or as required to implement the terms of this Agreement; and
- (e) it shall comply with all applicable laws and regulations relating to the subject matter of this Agreement.

3.2 Greater London Authority warrants, represents and undertakes that:

- (a) it will organise and stage the Event in a professional manner;
- (b) the Event shall allow for the registration and participation of 50,000 persons (Information removed. Section 43 Commercial interests);

- (c) it will promote the Event to its best ability and shall in any event, between itself and any secured media partners, (Information removed. Section 43 Commercial interests)
- (d) it will at all times, including (without limitation) in press releases and other promotional material, refer to the Event using the Title;
- (e) it will undertake a press and media advertising campaign, to be approved by Sky, promoting the Event using the Title and the Composite Logo;
- (f) it will submit all marketing, promotional and other material relating to the Event to Sky for its approval in accordance with Clause 2(f);
- (g) it will use all reasonable endeavours to ensure the optimum press and promotional coverage of the Event including cooperation between press teams to optimise coverage;
- (h) it will stage and manage a launch event for the Event, a suitable celebrity will be employed by Sky as an advocate for the Event and will attend all promotional launches and press conferences;
- (i) it will involve Sky in all discussions relating to the actual 'organisation' of the Event to include seating plans, guest invites, VIP guest list;
- (j) it will make available all of the Rights for exercise by Sky, issue all material, establish a website and take such steps as are necessary to ensure that Sky receives the benefit of all of the Rights;
- (k) it owns all rights in the Event;
- (l) it will comply with all applicable data protection requirements, regulations and guidelines in relation to the Event;
- (m) it will procure a system for registering participants online (to a maximum number of 51,000) and will seek ways in which to assist Sky to secure information on all participants that participate;
- (n) it will send at least 6 e-mail communications (at least four before the Event and 2 after the Event) relating to the Event and featuring the Composite Logo to participants in the Event.

3.3 Greater London Authority will: -

- (a) not without prior written approval engage in any joint promotional activity in relation to the Event with any broadcaster, internet service provider or telephony provider

- (b) it will submit all marketing, promotional and other material relating to the Event to Sky for its approval in accordance with Clause 2(f);
- (c) not do or permit anything to be done which might reasonably be considered by the Parties to adversely affect the Rights and shall provide all reasonable assistance to Sky in relation to its exploitation of the Rights, including (without limitation) the use of post production technology;
- (d) observe and abide by the regulations, and all relevant rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority, which are applicable to the Event and obtain all necessary third party permissions in relation to the staging, broadcast and exploitation of the Event and Sky's exercise of the Rights;
- (e) ensure that Greater London Authority its directors, employees and other staff refer to the Event using the Title;
- (f) not (and shall not permit any person to) obscure, alter or remove any Sky branding at the Event and shall use all reasonable endeavours to ensure branding remains during the Event;
- (g) provide Sky with access to all Greater London Authority press evaluation, press cuttings, media statistics and relevant coverage of the Event in order for Sky to produce an evaluation of the Event; and
- (h) not knowingly do or omit to do anything which might undermine the validity of the Sky Logo as a registered trade mark.

3.4 Sky warrants, represents and undertakes that it shall:

- (a) not exercise the Rights in any way or manner which is prejudicial to the image or reputation of the Greater London Authority or the London Freewheel;
- (b) cooperate with the reasonable and previously notified requirements of the Greater London Authority's Event Organiser, Limelight Projects Limited ("the Event Organiser") and provided always that GLA/Event Organiser shall notify Sky in advance of any such conditions, that such conditions do not inhibit Sky's ability to exercise the rights granted under this Agreement, do not involve additional cost for Sky and GLA/Event Organiser shall co-operate fully with Sky in ensuring Sky is able to fully exercise the Rights without limitation.

- (c) it will submit all marketing, promotional and other material relating to the Event to Greater London Authority for its approval in accordance with Clause 2(f);
- (d) not knowingly do or omit to do anything which might undermine the validity of the GLA Logo as a registered trade mark;
- (e) Process (as defined in the DPA) Personal Data only as reasonably required to enable it to fulfil its duties under this Agreement and/or exercise the Rights;
- (f) not transfer Personal Data to: (a) third parties apart from Sky employees or agents to whom disclosure is reasonably necessary to enable it to fulfil its duties under this Agreement and/or exercise the Rights; and/or (b) any country or territory outside the European Economic Area;
- (g) take all appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction or damage to Personal Data; and
- (h) immediately inform the GLA of any request from an individual for access to their Personal Data.

4. Term and Termination.

4.1 (Information removed. Section 43 Commercial interests)

4.2 Either Party may terminate this Agreement at any time on reasonable written notice to the other if the other Party:

- (a) is in material breach of any term of this Agreement (and, where such breach is capable of remedy has not been remedied within 14 working days of notice from the non-breaching Party of such breach);
- (b) makes an arrangement with its creditors, cannot pay its debts as they fall due, is declared insolvent or has an administrator or receiver appointed; or
- (c) makes any defamatory or derogatory statement concerning the other.

4.3 Subject to the operation of Clause 4.4, Sky may terminate this Agreement at any time on reasonable written notice to Greater London Authority if the Greater London Authority cancel or postpone the Event for whatever reason (apart from as a result of a breach by Sky) and the Greater London Authority shall immediately repay the Fee in full to Sky.

4.4 If Greater London Authority are forced to cancel or postpone the Event as a result of any act of force majeure prohibiting the performance of any of its material obligations

