

Contract Reference Number: TfL 96033

Date: 31 March 2023

Brand Agency Agreement
between
Transport Trading Limited
and
International Management Group (UK) Ltd

Contents

1.	DEFINITIONS AND INTERPRETATION	4
2.	DURATION.....	15
3.	RIGHTS GRANTED.....	15
4.	BRAND DEVELOPMENT AND PRODUCT DESIGN	16
5.	APPOINTMENT OF LICENSEES.....	19
6.	MANUFACTURING AND QUALITY CONTROL	21
8.	PERFORMANCE MANAGEMENT, COMPLIANCE AND REPORTING	23
9.	INTELLECTUAL PROPERTY RIGHTS.....	26
10.	PAYMENTS.....	29
11.	RECORDS, AUDIT AND INSPECTION.....	31
12.	CONFIDENTIALITY AND TRANSPARENCY	32
13.	FREEDOM OF INFORMATION.....	33
14.	PROTECTION OF PERSONAL DATA.....	34
15.	AGENCY'S PERSONNEL.....	34
16.	CONFLICT OF INTEREST	37
17.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	37
18.	LIABILITY AND INSURANCE	38
19.	DISPUTE RESOLUTION.....	40
20.	TERMINATION	41
21.	CONSEQUENCES OF TERMINATION.....	42
22.	RIGHTS OF THIRD PARTIES	44
23.	VARIATION	44
24.	NOVATION.....	44
25.	NON-WAIVER OF RIGHTS.....	44
26.	ILLEGALITY AND SEVERABILITY	44
27.	NOTICES.....	45
28.	ENTIRE AGREEMENT.....	45
29.	COUNTERPARTS.....	46
30.	RELATIONSHIP OF THE PARTIES.....	46
31.	FURTHER ASSURANCE	46
32.	GOVERNING LAW AND JURISDICTION	46
	SCHEDULE 1 – MATERIALS.....	48
	SCHEDULE 2 – BRAND GUIDELINES	50
	SCHEDULE 4 – TERRITORY	58
	SCHEDULE 5– EXISTING AGREEMENTS.....	60
	SCHEDULE 6 – BUSINESS PLAN	82
	SCHEDULE 7 – PRO-FORMA DEAL MEMO	90
	SCHEDULE 8 – ETHICAL SOURCING POLICY	94

SCHEDULE 9 – KPIS 95

SCHEDULE 10 – DATA PROTECTION REQUIREMENTS 101

THIS AGREEMENT is made the 31 day of March 2023

BETWEEN:

- (1) **TRANSPORT TRADING LIMITED**, a company registered in England and Wales (Company Registration Number 3914810) whose registered office is at 5 Endeavour Square, London, E20 1JN ("**TTL**"); and
- (2) **INTERNATIONAL MANAGEMENT GROUP (UK) LTD**, a company registered in England and Wales (Company Registration Number: 00946580) whose registered office is at Building 6, Chiswick High Road, London, W4 5HR ("**the Agency**").

RECITALS:

- (A) Transport for London ("TfL") is a body corporate established by s.154 of the Greater London Authority Act 1999 as the transport authority for Greater London.
- (B) TfL is entitled to license and exploit certain copyright, trade marks, designs, goodwill and other Intellectual Property Rights in the Materials and has granted TTL the right to license and exploit all such rights.
- (C) The Agency wishes to use the Materials in the Territory to procure the design, manufacture, promotion and sale of Products through appointed Licensees and TTL is willing to grant the Agency a licence and the right to sub-licence the use of the Materials subject to and in accordance with the terms and conditions set out in this Agreement.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

- 1.1.1 In this Agreement (including the recitals) unless the context indicates otherwise the following expressions will have the following meanings:

"Advance Payment" means any and every monetary amount specified as payable to the Agency upon signature of any Sub-Contract;

"Agency Group" means the Agency, any Holding Company and any Subsidiary from time to time of the Agency and a member of the Agency Group means any of them;

"Agency's Personnel" means all persons engaged or employed by the Agency or any member of the Agency Group involved in the use or promotion of the

Materials in the Territory, including (without limitation) employees, officers, suppliers, permitted sub-contractors and agents of the Agency;

“Agreement” means this agreement, including the Schedules and all other documents referred to in this agreement;

“Agreement Information” means (i) the Agreement in its entirety (including from time to time agreed changes to the Agreement); and (ii) data extracted from any invoices;

“Background Intellectual Property” in respect of each party, any and all Intellectual Property owned by or licensed to that party before the Commencement Date;

“BAME” means ‘Black Asian and Minority Ethnic’ groups who have a common experience of discrimination based on their skin colour;

“Brand Guidelines” means the brand guidelines attached at Schedule 2 as may be further developed by TTL and/or TfL from time to time and/or in conjunction with the Agency during the Term pursuant to Clause 4, provided that any changes to the Brand Guidelines are subject to the prior written approval of TTL (such approval being at its sole discretion);

“Business Day” means any day excluding Saturdays, Sundays or public or bank holidays in England;

“Business Plan” means the Agency’s business plan, a current version of which is set out in Schedule 6, as updated by the Parties in writing from time to time pursuant to Clause 8.8.1;

“Created Materials” has the meaning given to it in Clause 9.2;

“Commencement Date” means 31 March 2023 ;

“Confidential Information” means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to TTL (or any member of the TfL Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade

secrets, know-how or personnel of the TfL Group;

“Employment Costs”

means all salaries, wages, commissions, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), social security contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other employment costs of Transferring Employees as the case may be;

“Data Protection Legislation”

as defined in Schedule 10;

“Data Protection Requirements”

has the meaning given to it in Schedule 10;

“Deal Memo”

means the individual proposal for developing and selling each Product by the Licensee, as submitted by the Agency to TTL for approval (such approval being at its sole discretion) pursuant to Clause 4.5.4 and substantially in the form set out in Schedule 7;

“Diverse Supplier”

means the following types of suppliers:

- (a) A small enterprise, being a business which has both 0-49 full-time equivalent employees and either:
 - (i) turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or
 - (ii) balance sheet total of no more than £2.8 million net (£3.36 million gross);
- (b) A medium enterprise, being a business which has both 50-249 full-time equivalent employees and either:
 - (i) turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or
 - (ii) balance sheet total of no more than £11.4 million net (or £13.68 million gross);

million gross);

- (c) a minority-led business, being a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

E thnic g roup	R ac ial Orig in
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

- (d) a supplier from an under-represented group, being 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):
- (i) women;
 - (ii) disabled people;
 - (iii) lesbians, gay men, bisexual people;
 - (iv) trans people;
 - (v) older people (aged 60 or over); or
 - (vi) younger people (aged 24 or under);

- (e) a supplier from a protected group, being 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation); or
- (f) suppliers demonstrating a diverse workforce composition, being those with full time equivalent employees in their workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above;

“Existing Agreements”

means: (a) the existing agreements listed in Schedule 5; and (b) such other agreements as notified to the Agency, in writing, by TTL within six (6) months of the Commencement Date;

“Force Majeure Event”

means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (**“Affected Party”**) to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

means any company which from time to time directly or indirectly controls the Agency as set out by section 1159 of the Companies Act 2006;

“Insolvent”

a party is insolvent where it:

- (g) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a

resolution for, its winding up [or in the case of a limited liability partnership proposes or determines that it will be wound up (save for the purpose of a solvent reconstruction or amalgamation previously approved in writing by the other party);

- (h) has a winding up petition presented against it;
- (i) has a winding-up order made or a notice of striking off filed in respect of it;
- (j) takes or any other person takes any steps or actions in connection with the appointment of an administrator in respect of it;
- (k) has an administration order or an application for an administration order made in respect of it; or
- (l) has a notice of appointment of an administrator [or a notice of intention to appoint an administrator] filed in respect of it at any court;
- (m) proposes , makes or is subject to:
 - (vii) a company voluntary arrangement;
 - (viii) a composition with its creditors generally;
 - (ix) an application to a court of competent jurisdiction for protection from its creditors generally;
 - (x) a scheme of arrangement under Part 26A Companies Act 2006; or
 - (xi) a scheme of arrangement under Part 26 Companies Act 2006 (save for the purpose of a solvent reconstruction or amalgamation previously approved in writing by

TTL);

- (n) has a receiver, LPA receiver, fixed charge receiver, receiver and manager, administrative receiver or court appointed receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
- (o) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986/takes any step in respect of obtaining a moratorium under Part A1 of the Insolvency Act 1986;
- (p) ceases to trade or appears, in the reasonable opinion of the terminating party, to be likely to cease to trade;
- (q) is unable to pay its debts as they fall due; or
- (r) the value of its assets are less than its liabilities, including its contingent and prospective liabilities;
- (s) has any distraint, execution, taking of control or recovery or other process levied or enforced on any of its property;
- (t) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction; or
- (u) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848) ;or
- (v) is the subject of an application for

the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030);

“Intellectual Property Rights”

means any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“KPIs”

means the key performance indicators detailed in Schedule 9;

“Legacy Payments”

means any payments of Advance Payments, Minimum Guarantees and/or Royalties which are payable by a licensee to the Agency under an Existing Agreement (once novated to the Agency);

“Licensees”

means such licensees and sub-contractors (including any sub-agencies, manufacturers and retailers) appointed by the Agency and approved by TTL in accordance with Clause 5;

“Local Requirements”

means all relevant statutes, statutory rules or orders or other instruments having the force of law in the country of manufacture, promotion, transportation and/or sale (or other disposal) of Products by the Agency (including any such requirements as to design, manufacture or packaging);

“Losses”

means all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and

judgments;

“Materials”

means the materials and assets set out in Schedule 1 to be used in accordance with the terms of this Agreement;

“Minimum Guarantee”

means any and all monetary amounts identified as a “minimum guarantee” (or equivalent terminology) to be paid to the Agency in a Sub-Contract, other than an Advance Payment;

“Net Sales Price”

means the actual invoiced price in pounds sterling in an arm's length transaction, less, to the extent identified on the invoice, any value added tax and any other government taxes, duties or levies and any reasonable and customary trade discounts, provided that where the Products are:

- (a) let, leased or sold on hire purchase or supplied other than in an arm's length transaction; or
- (b) sold or otherwise supplied to any member of the Agency Group;

the Net Sales Price of each of the Products will be deemed to be the Net Sales Price that would have been applied under this Agreement, had such Products been transferred to an independent arm's length customer;

“Parties”

means TTL and the Agency (including their successors and permitted assignees) and **“Party”** will mean either of them as the case may be;

“Personal Data”

has the meaning given to it in Schedule 10;

“Processing”

has the meaning given to it in Schedule 10;

“Products”

means the products set out in Schedule 3 and/or such other products agreed by the Parties from time to time, and related packaging (if any) and the services or promotions in relation to which the Materials are to be used in accordance with this Agreement;

“Quarterly Periods”

means the periods of three calendar months commencing on 1 January, 1 April, 1 July and 1 October respectively;

“Replacement Agency”	means any third party who will replace the Agency after termination of this Agreement and who will carry out activities which are the same or similar to or in replacement of the activities described in this Agreement;
“Royalties”	means any and all monetary amounts to be paid to the Agency in a Sub-Contract, excluding any Advance Payment;
“Sub-Contract”	has the meaning given to it in Clause 5.2.1;
“Subsidiary”	means a subsidiary as defined in section 1159 of the Companies Act 2006;
“Territory”	means the territory specified in Schedule 4;
“Term”	means the period during which the Agreement continues in force as provided in Clause 2, subject to early termination in accordance with Clause 20;
“TfL”	means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“TfL Group”	means TfL, TTL and all their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the TfL Group” will refer to TfL, TTL or any such subsidiary;
“Transfer Date”	means the date on which an employee’s employment transfers under the Transfer Regulations;
“Transfer Regulations”	means the provisions of the EU Council Acquired Rights Directive 2001/23 (as amended from time to time) (“ ARD ”) or any national laws implementing the ARD, including without limitation the UK Transfer of Undertakings (Protection of Employment) Regulations 2006 (“ TUPE ”), or any laws in countries outside the EU which provide for a comparable regime of automatic transfer of employment as envisaged by the ARD;
“Transferring Employee”	means any Agency Personnel or former member of Agency Personnel whose employment transfers under the Transfer Regulations in connection with any Cessation

Event as defined in clause 15.4;

**“Transparency
Commitment”**

means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TTL is committed to publishing its contracts, tender documents and data from invoices;

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature; and

“Year”

means each period of twelve months commencing on the Commencement Date or any anniversary thereof.

1.1.2 In this Agreement:

1.1.3 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.1.4 a reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and will include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Agreement;

1.1.5 a reference to any document save as expressed otherwise will be construed as a reference to the document as at the date of execution of the Agreement;

1.1.6 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;

1.1.7 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule will, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

1.1.8 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence;

1.1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;

1.1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. **Duration**

2.1.1 The Agreement commences on the Commencement Date and continues in force for an initial period of three (3) years (“**Initial Term**”) unless terminated earlier in accordance with Clause 20.

2.1.2 TTL may at its sole discretion extend this Agreement beyond the Initial Term by two further periods of up to one (1) year each, provided it gives the Agency at least six (6) months' written notice of each such extension before the expiry of the Initial Term.

3. **Rights Granted**

3.1 In consideration of the sums payable under this Agreement, and subject always to Clause 3.3 and compliance by the Agency with its obligations in this Agreement, TTL hereby grants to the Agency during the Term of this Agreement an exclusive right in the Territory (save that such right will be non-exclusive in the United Kingdom) to:

3.1.1 feature or reproduce representations of the Materials in or on Products in accordance with the Brand Guidelines; and

3.1.2 promote, distribute and sell those Products,

and in exercising such rights the Agency may appoint Licensees in accordance with Clause 5.

3.2 Subject to Clause 3.3, TTL will not during the Term grant others the right to use the Materials on any Products to be sold in the Territory excluding the United Kingdom.

3.3 The Agency acknowledges and agrees that:

3.3.1 where, at the Commencement Date, TTL has legally binding agreements with any third parties for the exploitation of the Intellectual Property Rights in the Materials in the Territory, including without limitation the Existing Agreements set out in Schedule 5, nothing in this Agreement will require TTL to terminate those agreements and TTL may at its sole discretion amend or extend such agreements from time to time;

3.3.2 TTL and any member of the TfL Group may enter into agreements with third parties for the exploitation of the Intellectual Property Rights in the Materials in the Territory provided that, during the

Term, the entering into of such agreements is subject to the Agency's prior written consent (not to be unreasonably withheld, conditioned or delayed);

- 3.3.3 notwithstanding the restriction set out in Clause 3.2, TTL and any members of the TfL Group may themselves exploit the Intellectual Property Rights in the Materials in the Territory at any time and for any purpose including, but not limited to, through any physical or online stores owned and operated by (or on behalf of) the TfL Group including the London Transport Museum website;
- 3.3.4 for the avoidance of doubt, the restriction set out in Clause 3.2 will not apply in respect of any other uses or exploitation of the Materials by or on behalf of TTL and/or TfL, including without limitation any operation of any TfL Group services, sponsorship arrangements or other promotional activities including the preparation and production of products and materials for events;
- 3.3.5 TTL may, at any time during the period of three months ending on the date of expiry or termination of this Agreement:
- 3.3.6 appoint a successor to the Agency;
- 3.3.7 introduce that successor to Licensees and customers and potential Licensees and customers; and
- 3.3.8 allow that successor to make itself known as TTL's replacement agency so as to be able to commence business from the day after expiry of this Agreement;
- 3.3.9 request that the Agency provide TTL and the replacement agency with such assistance as is required to handover to the replacement agency and assist with the transition process including, but not limited to, provision of customer, licensee and licensee customer lists, and if requested the Agency will provide such assistance; and

for the avoidance of doubt, the exclusivity granted in Clause 3.1 and the restriction set out in Clause 3.2 will not apply in respect of any direct agreements entered into between TTL and Licensees pursuant to Clause 5.2.3

- 3.4 This Agreement is personal to the Agency and the Agency will not assign transfer or otherwise dispose of the rights granted hereunder nor will the Agency sub-license or authorise any other person to exercise the rights hereby given or have the Products manufactured for the Agency by any third party except as expressly permitted under this Agreement.

4. **Brand Development and Product Design**

- 4.1 The Agency acknowledges and agrees that:

- 4.1.1 the TfL brand which includes, without limitation, the Materials (and hereinafter referred to as “**the Brand**”) is famous throughout the world and is worthy of and requires careful management and protection in order that it does not become diminished, diluted or tainted, and that this is particularly important given the unique history and function of TfL; and
 - 4.1.2 the Agency has extensive knowledge of and experience in the business of design, branding and merchandising and in carrying out its obligations under this Agreement will ensure and maintain the integrity of the Brand.
- 4.2 The Agency will:
- 4.2.1 conduct a thorough study of the Brand and merchandising business based on the Materials;
 - 4.2.2 carry out an analysis of present and potential markets within six months from the Commencement Date and on every anniversary of the Commencement Date thereafter;
 - 4.2.3 identify problems and solutions in relation to Brand development, marketing and merchandising based on the Materials; and
 - 4.2.4 at each of the meetings required pursuant to Clause 8.3 (Performance Management):
 - (a) present the findings of its research carried out pursuant to Clauses 4.2.1 to 4.2.3; and
 - (b) discuss and agree with TTL the scope and manner in which the Brand and the Products will be developed in the following sales periods provided that all decisions arising from the brand direction meetings will be as agreed between the Parties in writing, save that:
 - (i) in the event that the parties are unable to reach agreement on any matter TTL will have the ability to determine the outcome and that decision will be considered final; and
 - (ii) any changes to the Brand Guidelines are subject to TTL’s prior written approval (such approval being at its sole discretion).
- 4.3 For the avoidance of doubt, there are certain areas of design that, if proposed for inclusion within the Brand Guidelines (or otherwise incorporated into the Products) would not be acceptable to TTL. These include, by way of example only, anything that is or might be considered by TTL and/or TfL, in their sole discretion:

- 4.3.1 contrary to the overriding responsibilities and obligations of TfL and/or TTL (such as concepts alluding to or derived from graffiti or vandalism);
 - 4.3.2 against social norms or moral or cultural considerations;
 - 4.3.3 against any civil or criminal law;
 - 4.3.4 defamatory;
 - 4.3.5 offensive or likely to be offensive to a reasonable person;
 - 4.3.6 likely to offend ethnic, religious or other major groups; and
 - 4.3.7 likely to offend, on the grounds of race, religion, gender, sexual orientation, or disability.
- 4.4 The Agency agrees and will procure that the design and exploitation by (or on behalf of) the Agency of the Products and any and all use by (or on behalf of) the Agency of the Materials will be strictly in accordance with the Brand Guidelines and in the manner approved by TTL pursuant to this Agreement and the Agency will ensure that it provides all approved Licensees with an induction on the Brand Guidelines before each approved Licensee performs any obligations and/or exercises any rights in relation to TTL and/or this Agreement, and ensure that all Licensees are provided with updates to the Brand Guidelines, as issued to the Agency by TTL, in a timely manner.
- 4.5 The Agency will procure that prior to the manufacture, promotion, distribution and/or sale of any Product, the Agency will first submit to TTL a report containing the materials, details and information detailed in clauses 4.5.1 to 4.5.4 below in respect of that Product for approval, which will be approved or rejected by TTL within 15 Business Days of submission of that report, failure by TTL to respond within these timescales will not be a breach of this Agreement but instead will be deemed an approval of the provided samples:
- 4.5.1 full details including artwork, roughs, prototypes, pre-production and production samples, quality specifications and certification of country of origin of each Product;
 - 4.5.2 designs for each Product and of all printed materials using the Materials for approval as to the manner and the context of the intended use of the Materials provided that the Agency will remain responsible for compliance with all other requirements (including but not limited to statutory requirements) relating to labelling, packaging, advertising, marketing and other such matters;
 - 4.5.3 any developments proposed in respect of the Brand Guidelines as may be relevant for each Product;
 - 4.5.4 a Deal Memo substantially in the form set out in Schedule 7, which will include without limitation full details of:

- (a) the key markets and territories (within the Territory) where each Product would be marketed and sold;
- (b) the Licensees which the Agency proposes to use subject always to Clause 5;
- (c) a list of the retailers from whom it expects to receive orders;
- (d) the completed Ethical Compliance Section located within the Deal Memo (Schedule 7) with the accompanying evidence demonstrating adherence to the Ethical Sourcing Policy; and
- (e) any and all Royalties, Advance Payments, and Minimum Guarantee proposed to be payable and, upon TTL's request, the Agency's proposed marketing expenditure relating to the Products,

and the Agency will not, and will procure that the Licensees will not, manufacture, promote or distribute any Product or make use of any such details, designs, materials and samples unless and until they have been approved in writing by TTL, or more than fifteen (15) Business Days have elapsed since the submission of any submission for approval without response from TTL.

5. **Appointment of Licensees**

- 5.1 The Agency will not sub-contract all or any of its obligations or sub-license all or any of its rights under this Agreement without the prior written consent of TTL. Where the Agency wishes to appoint a Licensee it will provide TTL with (by way of a Deal Memo) full written details of their identity and the nature of their engagement for TTL's prior written approval, which will be at TTL's sole discretion and may be refused or granted subject to such conditions as TTL sees fit. TTL will endeavour to respond to all such proposals within fifteen (15) Business Days and in the event that TTL does not respond within fifteen (15) Business Days does not constitute a breach of this Agreement and the request will be deemed to not be approved.
- 5.2 Where the Agency sub-contracts and/or sub-licenses to an approved Licensee in accordance with clause 5.1 above, the Agency will:
 - 5.2.1 first provide a copy of the written agreement proposed with the Licensee ("**Sub-Contract**") for TTL's prior written approval (such approval being at TTL's sole discretion); and
 - 5.2.2 notwithstanding any approval granted by TTL under clause 5.2.1, procure that each Sub-Contract contains:
 - (a) terms substantially the same as and consistent with this Agreement and any direct agreement entered into under clause 5.2.3 insofar as such terms relate to the activities being undertaken by the Licensee;

- (b) a right for TTL and any member of the TfL Group to enforce the terms of the Sub-Contract (in accordance with the Contracts (Rights of Third Parties) Act 1999); and
 - (c) a provision enabling the Agency to novate its rights and obligations under the Sub-Contract to TTL or a replacement agency and an obligation on the Licensee to execute such documents and take such actions, as may be requested by the Agency and/or TTL to novate the Sub-Contract.
- 5.2.3 if required by TTL and without prejudice to the provisions set out in this Clause 5, ensure any Licensee will first enter into a supplemental agreement direct with TTL governing, amongst other things, its use of the Materials in a form that is satisfactory to TTL acting in its sole discretion;
- 5.2.4 ensure that the Licensee is obliged to comply with all of the obligations and duties of the Agency under this Agreement insofar as they relate to the activities being undertaken by the Licensee;
- 5.2.5 ensure that prior to the appointment of a Licensee, any Licensee that is a sub-agency is expressly obliged to provide a Deal Memo to the Agency, in substantially the same form as set out in Schedule 7 prior to the appointment of any Licensee to the Agency in order for the Agency to seek the approval of TTL in accordance with this Agreement;
- 5.2.6 remain solely responsible and liable to TTL for any and all breaches of the Sub-Contract and/or any performance, non-performance, part-performance, act, omission and/or delay by any Licensee to the same extent as if such breach, performance, non-performance, part-performance, act, omission and/or delay in performance had been carried out by the Agency itself; and
- 5.2.7 will indemnify, keep indemnified and hold harmless TTL and the TfL Group, against all Losses arising out of any act or omission of any Licensee.
- 5.3 The Agency will create, maintain and update, as required, a catalogue for each Product which must include the following information:
 - (a) up to date information including the relevant licensee;
 - (b) a folder with photos of each product that was produced;
 - (c) a list of countries where the Product will be and/or is being sold together with quantities and trademarks/ licensed assets used on those Products
 (referred to as the “**Portfolio**”).

6. **Manufacturing and Quality Control**

- 6.1 The Agency will procure that all Products incorporating the Materials will comply with the Brand Guidelines, the Ethical Sourcing Policy and any specifications and/or standards of quality in relation to their manufacture, materials used, workmanship and design, packaging, storage and distribution as may be specified by TTL from time to time and all Local Requirements.
- 6.2 The Materials supplied by TTL may be subject to a registered user number credit appearing on the Materials as detailed in Schedule 1, in which case the Agency will ensure that each reproduction of the Materials bears a clearly legible registered user number and/or trade mark registered credit. The Agency may not delete or alter this registered user number and/or trade mark registered credit. The Agency will ensure that each reproduction of the Materials complies with all Local Requirements.
- 6.3 For the purpose of ensuring that the Agency and the Licensees are complying with the Brand Guidelines and TTL's specifications and standards:
- 6.3.1 the Agency will ensure, unless otherwise agreed by the Parties in writing from time to time, three (3) samples of each of the finished Products and packaging are supplied to TTL for its written approval (such approval being at its sole discretion) prior to promotion or distribution of such Products;
- 6.3.2 the Agency will ,as reasonably requested by TTL from time to time, supply to TTL at the Agency's reasonable expense and in addition to the samples referred to in Clause 6.3.1 above, provide:
- (a) samples from production runs of the Products for the purpose of inspecting and testing the same (at a frequency not more than twice a year or once per production run, whichever is greater); and
- (b) provide up to five (5) additional samples for TTL and/or TfL to use for promotional activities and/or retain for its own purposes,
- 6.3.3 If TTL rejects any sample, it will give written notice of such rejection to the Agency within fifteen (15) days of receipt by TTL of the sample. In respect of any rejected samples from production runs provided pursuant to Clause 6.3.2, the Agency will, and will procure that the Licensees will, immediately cease all selling, marketing, production, distribution and/or use of such Products and will not recommence distribution until TTL confirms in writing that they may do so.
- 6.4 The Agency will not, and will procure that the Licensees will not, sell, market, produce, distribute or use for any purpose, or permit any third party to sell, market, produce, distribute or use for any purpose, any Products or accompanying packaging that are rejected by TTL or that are damaged or defective.

- 6.5 The Agency will promptly provide TTL with copies of all communications it and/or the Licensees have with any regulatory, industry or other authority relating to the Materials or the Products, keep TTL informed of the progress of all such matters in a timely manner and comply with all reasonable requests, instructions and directions issued by TTL in respect of such matters.
- 6.6 The Agency will procure that TTL by its authorised representative may on reasonable notice and at its own expense visit the Agency's and the Licensees' premises during normal business hours to inspect the method of manufacture of the Products, the materials used and the packaging or storage of the Products. The Agency will regularly inspect the Licensees' records to verify compliance with the terms of this Agreement and the relevant Sub-Contracts and will notify TTL immediately of any breaches of this Agreement and/or the relevant Sub-Contracts.
- 6.7 The Agency will promptly provide TTL with details of any complaints it receives relating to the Products together with reports on the manner in which such complaints are being, or have been, dealt with and will comply with any reasonable directions given by TTL in respect thereof.
- 6.8 TTL will notify the Agency of all modifications, amendments and/or updates to the Materials and the Agency will notify the Licensees and procure that they incorporate such modifications, amendments and/or updates during the next manufacturing run. The Agency will not, and will procure that the Licensees will not, manufacture Products incorporating the old Materials after three (3) months of such notification, unless otherwise agreed in writing by the Parties.
- 6.9 The Agency will immediately inform TTL if at any time the Agency becomes aware of any defect or insufficiency in the information provided by TTL, or of any defect in any of the Products sold, marketed, distributed and/or manufactured.
- 6.10 The Agency will procure that the Products are sold to customers in accordance with Local Requirements and with the full benefit of any statutory warranties stipulated in the Local Requirements and, without prejudice to any other rights or remedies of the customers and/or the TfL Group, the Agency will procure that any of the Products which do not comply with such Local Requirements are promptly repaired or replaced free of charge.
- 6.11 Where requested by TTL acting in its sole discretion, the Agency will procure that each of Licensees will provide to its customers a comprehensive and permanently available service for repair and maintenance of the Products and the supply of replacement parts in the Territory. The provisions of this Clause 6.11 relate not only to the repair and maintenance of the Products pursuant to Clause 6.10 but also to such other repair and maintenance as may be reasonable having regard to the nature of the Products.

7. **Marketing and Sales**

- 7.1 The Agency will, and will work with the Licensees to, provide such advertising and publicity as specified in the Business Plan and as may reasonably be expected and/or required to bring the Products to the attention of as many purchasers and potential purchasers as possible. The Agency will (or will procure that the Licensees will) bear the costs of all advertising, marketing and promotion for Products in the Territory.
- 7.2 The Agency undertakes to ensure that its and its Licensees advertising, marketing and promotion of Products will in no way reduce, tarnish, diminish or otherwise negatively impact the reputation, image and prestige of TTL and the Materials.
- 7.3 Except for business to business sales presentations and marketing materials, the Agency will send to TTL for its prior written approval, the text and layout of all proposed advertisements and marketing and promotional material relating to Products. If TTL disapproves of such material, it will give written notice of such disapproval to the Agency within fifteen (15) days of receipt by TTL of the material. The Agency will not use any material in the advertising, marketing or promotion of Products that has not been approved by TTL at its sole discretion.
- 7.4 The Agency will not, and will procure that the Licensees will not:
- 7.4.1 undertake advertising of Products in, or specifically aimed at, any country outside the Territory, unless otherwise agreed in writing by the Parties; or
 - 7.4.2 establish any branch dealing in, or maintain any distribution depot for, Products outside the Territory.
- 7.5 The Agency will not, and will procure that the Licensees will not, actively solicit orders for the Products outside the Territory but will not be prohibited from accepting any unsolicited orders for the Products which it may receive from any other country outside the Territory.
- 7.6 The Agency will procure that the Products are not disposed for less than 75% of the approved or (if higher) current published trade or wholesale price list without the prior written consent of TTL.
8. **Performance Management, Compliance and Reporting**
- 8.1 The Agency will co-operate with TTL and its representatives in all matters relating to this Agreement.
- 8.2 On or before the Commencement Date, the Agency will appoint a relationship manager who will have authority to bind the Agency on all matters relating to this Agreement ("**Relationship Manager**").
- 8.3 The Relationship Manager will (at the Agency's expense) meet with TTL's representatives at times and places reasonably specified by TTL, which will include:

- (a) an initial meeting to take place no less than thirty (30) days from the Commencement Date;
 - (b) a face-to-face meeting at least once a quarter following the initial meeting to discuss all relevant matters relating to this Agreement;
 - (c) video or voice call progress meetings at least once a week; and
 - (d) a business plan presentation, to be provided by the Agency to TTL, on an annual basis.
- 8.4 The Agency will immediately notify TTL of any changes to the Relationship Manager and will ensure that any replacement has the necessary skills and experience for the role. The Agency will promptly inform TTL of the absence (or anticipated absence) of the Relationship Manager. If TTL requires, the Agency will provide a suitably qualified replacement.
- 8.5 The Agency warrants that it will, and will procure that each of the Licensees will:
- 8.5.1 carry out its obligations and exercise its rights strictly in accordance with:
 - (a) the KPIs; and
 - (b) the terms of this Agreement and/or the relevant Sub-Contract (as applicable),
 - 8.5.2 comply with, and will ensure that each of the Products developed, manufactured, produced, sold, promoted, advertised and/or otherwise supplied complies with, all applicable laws, regulations, industry standards and codes of practice, including without limitation any Local Requirements;
 - 8.5.3 trade ethically, comply with the United Nations Guiding Principles on Business and Human Rights, international standards regarding child labour and safety and pay above the national living wage for the relevant country;
 - 8.5.4 comply with the Ethical Sourcing Policy set out in Schedule 8 (or as may be notified by TTL from time to time) and conduct human rights due diligence on Licensees including conducting risk assessments for non-compliance against Schedule 8;
 - 8.5.5 continuously improve working conditions in factories of production, remedy any non-conformances with the Ethical Sourcing Policy and report annually to TTL on such activities;
 - 8.5.6 act in the best commercial interests of TTL and use its best endeavours to achieve maximum sales of the Products in the Territory;

- 8.5.7 ensure that the Products are safe for the use for which they were intended;
 - 8.5.8 ensure that all Products sold or distributed, and all packaging and promotional materials, are marked with such trade mark notices and/or copyright notices stipulated by TTL from time to time;
 - 8.5.9 obtain at its own expense all licences, permits and consents necessary for the provision of the Products in the Territory in accordance with all Local Requirements;
 - 8.5.10 perform its obligations under this Agreement or the relevant Sub-Contract (as applicable) with all due skill, care and diligence in accordance with good industry practice;
 - 8.5.11 only make use of the Materials for the purposes authorised in this Agreement or the relevant Sub-Contract (as applicable);
 - 8.5.12 obtain any government approvals required for this Agreement and any Sub-Contracts in any country in the Territory or the country of the Agency and Licensees, before the commencement of this Agreement or the individual Sub-Contract (as applicable) and will provide TTL with a certified copy of such approval;
 - 8.5.13 reduce consumption of non-renewable materials including fossil fuels;
 - 8.5.14 maximise the use of materials that are natural, recycled, sustainable and biodegradable;
 - 8.5.15 eliminate the use of unnecessary single use plastic from packaging;
 - 8.5.16 not use chemicals that may cause damage to the natural environment; and
 - 8.5.17 provide TTL with a copy of its environmental policy within ten (10) days of the Commencement Date and with each Deal Memo, and procure that all Licensees provide a copy of their environmental policy immediately upon TTL's request.
- 8.6 The Agency warrants that it will:
- 8.6.1 conduct itself professionally in all dealings with Licensees and respond promptly to their queries or requests for information;
 - 8.6.2 be solely responsible for carrying out credit checks in respect of Licensees and rigorously pursue overdue Royalties; and
 - 8.6.3 procure that each Licensee complies with the terms of the corresponding Sub-Contract.
- 8.7 The Agency warrants that it will promptly provide to TTL at no additional cost:

- 8.7.1 prior to the start of each Year any updates proposed to the Business Plan including any revised revenue forecasts for the Products, provided that any updates to the Business Plan are subject to TTL's prior written approval (such approval being at its sole discretion);
 - 8.7.2 a report within sixty (60) days following the end of each Quarterly Period on the activities carried out by the Agency during that Quarterly Period, including:
 - (a) the statement to be provided pursuant to Clause 10.7; and
 - (b) details of the Agency's activity to demonstrate that the Ethical Sourcing Policy is being adhered to,
 - 8.7.3 a report within thirty (30) days of each anniversary of the Commencement Date detailing the activities undertaken to ensure compliance with clauses 8.5.3, 8.5.4 and 8.5.5;
 - 8.7.4 immediately upon request, a copy of the Portfolio; and
 - 8.7.5 such other reports or information relating to the Agency's performance of this Agreement as TTL may reasonably require.
- 8.8 In relation to any and all Existing Agreements, the Agency will provide all assistance and do all such acts and things that TTL may reasonably request and/or require in order to novate and/or transfer any Existing Agreements to the Agency.

9. Intellectual Property Rights

- 9.1 The Background Intellectual Property of each party will remain the absolute unencumbered property of that party. Nothing in this Agreement will operate to transfer ownership of any Background Intellectual Property to the other party. Save as expressly provided by this Agreement, neither party has any right, title or interest in or to the Background Intellectual Property of the other party.
- 9.2 TTL grants to the Agency a non-exclusive, worldwide, royalty free licence during the Term to use TTL's Background Intellectual Property for the purpose of the Agency solely if and to the extent required to perform its obligations under this Agreement.
- 9.3 TTL warrants to the best of its knowledge that TfL is the proprietor of the Intellectual Property Rights in the Materials as set out in Schedule 1 and that it is not aware that any of the said rights or the use of any of them on or in relation to the Products and the Territory infringes the rights of any third party. Nevertheless TTL gives no warranty as to the validity or enforceability of the Intellectual Property Rights either in whole or in part.
- 9.4 The Agency agrees and will procure that all Intellectual Property Rights created by the Agency and/or the Licensees pursuant to this Agreement in respect of the Materials, including without limitation (i) all design documents

incorporating the Materials or any modifications, variations, amendments, or adaptations of the Materials; and (ii) all preparatory materials that incorporate the Materials or any modifications, adaptations, amendments or variations of the Materials, which are prepared as part of the design of the Product and/or for their incorporation into or on the Products ("**Created Materials**"), will belong to TTL. The Agency hereby assigns to TTL, with full title guarantee and free from all third party rights, all existing and future Intellectual Property Rights and all other rights (if appropriate by present assignment of future rights) in the Created Materials that it creates and/or owns. To give effect to such assignment, the Agency will procure that each Licensee assigns to the Agency, immediately upon creation and with full title guarantee and free from all third party rights, all Intellectual Property Rights and all other rights in any Created Materials created under or in connection with the Sub-Contract.

- 9.5 TTL may at any time call for a confirmatory assignment of any Intellectual Property Rights in the Created Materials and the Agency will, and procure that the Licensees will, forthwith and at TTL's expense execute such confirmatory assignment, in a form specified and/or approved by TTL in writing, and deliver the same to TTL.
- 9.6 The Agency grants to TTL a perpetual, irrevocable, non-exclusive, worldwide, royalty free, freely assignable licence to use, copy and amend the Agency's Background Intellectual Property to carry out its obligations under this Agreement and insofar as is required for the purpose of freely using, exploiting and sublicensing the Created Materials.
- 9.7 TTL grants to the Agency a licence to use the Created Materials solely for the purpose of performing its obligations under this Agreement.
- 9.8 The Agency warrants that the Products and Created Materials will not infringe the Intellectual Property Rights of any third party and the Agency will indemnify, keep indemnified and hold harmless TTL and the TfL Group, against all Losses incurred by TTL and/or the TfL Group arising out of or in connection with a breach by the Agency of this Clause, save if and to the extent that such breach arises out of a breach by TTL of Clause 9.3.
- 9.6 The Agency will not, and will procure that any Licensee will not, make any claim or representation or do any act which would or might indicate that it has any right, title or interest in or to the ownership of any of the Materials nor will it use the Materials in any manner not specifically permitted by TTL under this Agreement.
- 9.7 All goodwill derived from the use of the Intellectual Property Rights in the Materials pursuant to this Agreement will at all times accrue to the benefit of TfL. TTL may at any time call for a confirmatory assignment of the goodwill derived from the use by the Agency and Licensees of such Intellectual Property Rights (or any part thereof) and the Agency will, and procure that the Licensees will, forthwith and at TTL's expense execute such confirmatory assignment and deliver the same to TTL.

- 9.8 The Agency undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the Intellectual Property Rights in the Materials nor to do any act which might assist or give rise to an application to remove from the register any of the Intellectual Property Rights in the Materials or which might prejudice the right or title of TfL in such Intellectual Property Rights.
- 9.9 The Agency will, and will procure that the Licensees will, on request give to TTL or its authorised representative any information as to its use of the Intellectual Property Rights in the Materials which TTL may require and will render any assistance required by TTL when maintaining the registrations of the registered Intellectual Property Rights and in applying for any new registrations.
- 9.10 The Agency will ensure that as soon as it and/or any Licensee becomes aware of an actual or possible infringement of any Intellectual Property Rights in the Materials give to TTL in writing full particulars of any user or proposed user or any other person, firm or company using the trade name, trade mark or get up of goods or their promotion or advertising which would or might amount to an infringement of any Intellectual Property Rights in the Materials or to passing off.
- 9.11 If the Agency and/or any Licensee becomes aware that any other person, firm or company alleges that the Intellectual Property Rights in the Materials are invalid or that use of the Materials infringes any rights of any other party or the Intellectual Property Rights are otherwise attacked or attackable then the Agency will immediately give TTL full particulars in writing thereof and will make, and procure that the Licensee will make, no comment or admission to any third party in respect thereof.
- 9.12 TTL will have the conduct of all proceedings relating to the Intellectual Property Rights in the Materials and will in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the Intellectual Property Rights or passing off or any other claim or counterclaim brought or threatened in respect of the use or registration of such Intellectual Property Rights. TTL will be entitled to retain all sums recovered in any action for its own account.
- 9.13 The Agency will, and will procure that the Licensees will, at the request of TTL give full co-operation to TTL and/or to any member of the TfL Group in any action, claim or proceedings brought or threatened in respect of the Intellectual Property Rights in the Materials and TTL will meet any reasonable expenses incurred to third parties in giving such assistance.

REDACTED

10. **Payments**

REDACTED

REDACTED

REDACTED

REDACTED

- 10.5 All sums payable under this Agreement are exclusive of VAT (or similar tax) and will be paid free and clear of all deductions and withholdings whatsoever, unless expressly stated otherwise in this Agreement or where the deduction or withholding is required by law. If any deduction or

withholding is required by law the Agency will pay to TTL such sum as will, after the deduction or withholding has been made, leave TTL with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. If the Agency is required by law to make a deduction or withholding, the Agency will, within five (5) Business Days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid. All fees and costs incurred in making any payment and/or currency conversation shall be the sole responsibility of the Agency.

- 10.6 All sums payable under this Agreement will be paid in sterling to the credit of a bank account to be designated in writing by TTL. TTL may designate multiple bank accounts into which the Agency shall pay specified portions of any sums payable, including any account held by TTL's nominee.
- 10.7 At the same time as payment of Fees falls due, the Agency will submit or cause to be submitted to TTL a statement in writing recording the calculation of such Fees payable, and in particular:
- 10.7.1 the Quarterly Period for which the Fees were calculated;
 - 10.7.2 the number of Products supplied or used during the Quarterly Period;
 - 10.7.3 the Net Sales Price of each of the Products supplied or used during the Quarterly Period;
 - 10.7.4 the amount of Fees due and payable;
 - 10.7.5 the amount of any withholding or other income taxes deductible or due to be deducted from the amount of Fees due and payable; and
 - 10.7.6 any other particulars TTL may reasonably require.

REDACTED

- 10.9 The Agency will, and will procure that each Licensee will, bear its own expenses incurred in the course of carrying out the activities envisaged under this Agreement (or any Sub-Contract) and will not charge TTL for any expenses without the prior written approval of TTL (such approval being at its sole discretion).
- 10.10 The provisions of this Clause 10 will remain in effect notwithstanding termination or expiry of this Agreement until the settlement of all subsisting claims by TTL.

11. **Records, Audit and Inspection**

- 11.1 The Agency will, and will procure that its Licensees will, maintain a complete and correct set of records and books showing the description and price of Products supplied or put into use (which will be kept separate from any records and books not relating solely to the Products) and all other records relating to the performance of its obligations under this Agreement or the Sub-Contract (as applicable) ("**Records**"). The Agency will, and will procure that the Licensees will, retain all Records during the Term and for a period of not less than six (6) years (or such longer period as may be required by law) following termination or expiry of the Agreement or Sub-Contract (as applicable) ("**Retention Period**").
- 11.2 The Agency will procure that TTL and any person nominated by TTL has the right to inspect and audit (and take copies of or extracts from) any and all Records at any time during the Retention Period on giving to the Agency what TTL considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Agency's compliance with this Agreement and/or the Licensee's compliance with the Sub-Contract and the Agency will give, and procure that the Licensee will give, all reasonable assistance to TTL or its nominee in conducting such inspection, including making available documents and staff for interview. The Agency will regularly inspect and audit the Licensees' Records to verify compliance with the terms of this Agreement and the relevant Sub-Contracts and will notify TTL immediately of any breaches of this Agreement and/or the relevant Sub-Contracts.
- 11.3 Within (thirty) 30 days of the end of each Year TTL may, by written request, carry out an audit of the Agents accounts and Records with regard to the aggregate Net Sales Price of Products supplied or put into use by the Agency and/or Licensees in that Year and the amount due to be paid for that Year under Clause 10. The cost of this audit will be borne by TTL, unless the audit shows a discrepancy of more than 5% between the amount paid and the amount due, to the detriment of TTL. In such an instance, the Agent will be liable for the cost of the performance of the audit, and will immediately pay the difference between the amount paid and the amount due to TTL in Clause 11.1.4.
- 11.4 If an inspection or audit should reveal a discrepancy in the Fees paid from those payable under this Agreement in excess of 5%, the Agency will immediately make up the shortfall together with interest and reimburse TTL for any professional charges incurred for any such audit or inspection. The interest will be calculated in accordance with the greater of the rate set out in the:
- 11.1.4.1 the Late Payment of Commercial Debts (Interest) Act 1998;
- 11.1.4.2 the statutory interest rate that applies to commercial debts in the jurisdiction in which the Products were sold; or

11.3.1.3 8% above the base lending rate applicable in the jurisdiction in which the Products were sold,

and will be payable from when the payment first became due to the date of payment in full.

12. **Confidentiality and Transparency**

12.1 Subject to Clause 12.6 and Clause 13, the Agency will keep confidential:

12.1.1 the terms of this Agreement; and

12.1.2 any and all Confidential Information.

12.2 The Agency will not use the Confidential Information for any purpose other than to perform its obligations under this Agreement. The Agency will ensure that its officers and employees comply with the provisions of Clause 12.1.

12.3 The obligations on the Agency set out in Clause 12.1 will not apply to any Confidential Information:

12.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 12);

12.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

12.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

12.4 The Agency will keep secure all materials containing any information in relation to the Agreement and its performance.

12.5 The Agency will not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or in relation to any matter under or arising from the Agreement unless specifically granted permission to do so in writing by TTL. TTL will have the right to approve any announcement before it is made (such approval being at its sole discretion).

12.6 The Agency acknowledges that TTL is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 12.1 and Clause 13, the Agency hereby gives its consent for TTL to publish the Agreement Information to the general public.

12.7 TTL may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion TTL may take account of the exemptions/exceptions that would be available

in relation to information requested under the FOI Legislation (as defined in Clause 13.1 below). TTL may in its absolute discretion consult with the Agency regarding any redactions to the Agreement Information to be published pursuant to Clause 12.6. TTL will make the final decision regarding both publication and redaction of the Agreement Information.

- 12.8 The provisions of this Clause 12 will survive any termination of this Agreement for a period of six (6) years from termination.

13. **Freedom of Information**

- 13.1 For the purposes of this Clause 13:

13.1.1 **“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 or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

13.1.2 **“Information”** means information recorded in any form held by TTL or by the Agency on behalf of TTL; and

13.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

- 13.2 The Agency acknowledges that TTL:

13.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with TTL to enable TTL to comply with its obligations under the FOI Legislation; and

13.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Agency.

- 13.3 Without prejudice to the generality of Clause 13.2, the Agency will and will procure that its sub-contractors (if any) will:

13.3.1 transfer to TTL’s authorised representative each Information Request relevant to the Agreement or any member of the TfL Group that 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

13.3.2 in relation to Information held by the Agency on behalf of TTL, provide TTL with details about and copies of all such Information that TTL requests and such details and copies will be provided within five (5) Business Days of a request from TTL (or such other period as TTL may reasonably specify), and in such forms as TTL may reasonably specify.

- 13.4 TTL will be responsible 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. The Agency will not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by TTL.

14. **Protection of Personal Data**

- 14.1 The Agency will:

14.1.1 comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of TTL;

14.1.2 comply with the Data Protection Requirements;

14.1.3 only carry out such Processing for the purposes of carrying out its activities in accordance with the Agreement; and

14.1.4 act in accordance with instructions from TTL.

- 14.2 The Agency must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

15. **Agency's Personnel**

- 15.1 The Parties anticipate that the Transfer Regulations will not apply and will not operate to transfer any employees of TTL, any member of the TfL Group or any third party on or from the Commencement Date as a result of the grant of any rights to the Agency under this Agreement.

- 15.2 Nothing in this Agreement will render the Agency's Personnel an employee, agent or partner of TTL or any member of the TfL Group by virtue of the activities carried out by the Agency under the Agreement, and the Agency will be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Agency's Personnel.

- 15.3 Without prejudice to Clause 15.1, if contrary to the parties' understanding, the Transfer Regulations operate to transfer the employment of any Agency's Personnel or any liabilities in respect of such persons to TTL, any member of the TfL Group or their respective successors (a "**TTL Party**") or to a Replacement Agency or its subcontractors (a "**Replacement Agency Party**") as a result of the termination of all or part of this Agreement or its expiry (a "**Cessation Event**"):

15.3.1 the Agency will indemnify each TTL Party and each Replacement Agency Party against any Losses which either may incur in respect of (i) each Transferring Employee where such Loss arises from or as a result of any act or omission of any member of the Agency Group or any of their subcontractors and (ii) any claim by or on behalf of any other Agency Personnel that their employment has or will

transfer to a TTL Party or a Replacement Agency Party by operation of the Transfer Regulations, in either case whether occurring before, on or after the Transfer Date including but not limited to

15.3.1.1 a failure by any member of the Agency Group or their sub-contractors to discharge or procure the discharge of all Employment Costs in respect of the period up to (and including) the Transfer Date;

15.3.1.2 any claim made by or in respect of any person employed or formerly employed by any member of the Agency Group or any of their sub-contractors other than a Transferring Employee for whom it is alleged any TTL Party or any Replacement Agency Party may be liable by virtue of this Agreement and/or the Transfer Regulations; and

15.3.1.3 any claim made by or on behalf of a Transferring Employee relating to any act or omission of any member of the Agency Group or their sub-contractors in relation to its or their obligations under the Transfer Regulations (including but not limited to obligations to inform and consult).

15.4 Without prejudice to Clause 15.1, if in connection with any Cessation Event any Agency Personnel claims that his/her contract of employment has been transferred to any TTL Party or any Replacement Agency Party (an "Alleged Transferee") pursuant to the Transfer Regulations, then:

15.4.1 TTL will or will procure that the Alleged Transferee will, within 14 days of becoming aware of such claim give notice in writing of the claim to the Agency; and

15.4.2 any member of the Agency Group or any of their subcontractors (as the case may be) may offer (employment to such person within 14 days of the notification in clause 15.4.1 and the Agency will then notify TTL and the Alleged Transferee of any offer so made;

15.4.3 If after the 14 day period specified in clause 15.4.2 has elapsed:

15.4.3.1 no such offer of employment has been made;

15.4.3.2 such offer has been made but not accepted; or

15.4.3.3 the situation has not otherwise been resolved

the Alleged Transferee may within a further 14 day period terminate or give notice to terminate the employment or alleged employment of such person; and

15.4.4 subject to the Alleged Transferee acting in accordance with the provisions of clauses 15.4.1 to 15.4.3, the Agency will indemnify the

Alleged Transferee against all Losses arising out of a termination pursuant to the provisions of this clause 15.4.

- 15.5 The Agency agrees that it will, subject to and in accordance with any obligations it may have under local data protection laws, within fourteen (14) days of receipt of a written request at any time from TTL or any member of the TfL Group or their respective successors provide TTL, any member of the TfL Group or their respective successors with the following information:

15.5.1 a list of all Agency Personnel engaged in or wholly or mainly assigned to the performance of the Agency's obligations under this Agreement at the date of preparation of the list (the "**Staffing List**");

15.5.2 in relation to the persons identified on the Staffing List, such information as TTL, any member of the TfL Group and their respective successors may reasonably request, including but not limited to information about terms and conditions and employment status; details of any outstanding or potential liabilities (contractual, statutory or otherwise); and copies of all documents and materials relevant to the information requested (the "**Staffing Information**"),

and TTL, any member of the TfL Group and their respective successors will be permitted to use and disclose the Staffing List and the Staffing Information for the purpose of discussions with any tenderer or other prospective Replacement Agency.

- 15.6 The Agency will provide the Agency's Personnel as necessary for the proper and timely performance and management of its obligations in accordance with the Agreement. All personnel deployed on work relating to the Agreement will have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to TTL.

- 15.7 Within sixty (60) days of the Commencement Date the Agency will:

15.7.1 undertake and complete the 'Good Work Standard self-assessment' at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>

15.7.2 submit the results of the self-assessment to TTL together with a an action plan (the "**SMART Action Plan**") outlining the activities the Agency proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

- 15.8 The Agency will take into account any comments or recommendations made by TTL in respect of the Agency's proposed SMART Action Plan and the parties will agree (or failing such agreement TTL will determine) the final content of the SMART Action Plan within ninety (90) days of the Contract Commencement Date.

15.9 The Agency will use reasonable endeavours to provide TTL on the Commencement Date and subsequently every 12 months from that date, or such other frequency as TTL may reasonably request, with a report setting out the following information:

15.9.1 the Agency's performance over the preceding 12 months in relation to the SMART Action Plan;

15.9.2 the proportion of its employees engaged in the performance of this Agreement and, to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Agreement who are:

15.9.2.1 of non-white British origin or who classify themselves as being non-white British;

15.9.2.2 female;

15.9.2.3 from the local community;

15.9.2.4 disabled;

15.9.3 a statement as to the extent to which the Agency has contracted with Diverse Suppliers, including by reference to the Agency's specific activities and amount of relevant expenditure.

16. **Conflict of Interest**

16.1 The Agency warrants that it does not and will not have at the Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with its activities under this Agreement or any member of the TfL Group, save to the extent fully disclosed to and approved by TTL.

16.2 The Agency will 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 will notify TTL in writing immediately upon becoming aware of any actual or potential conflict of interest with its activities under this Agreement or any member of the TfL Group and will work with TTL to do whatever is necessary to manage such conflict to the TTL's satisfaction, provided that, where TTL is not so satisfied, it may terminate the Agreement in accordance with Clause 21.4.4.

17. **Corrupt Gifts and Payment of Commission**

The Agency will not, and will 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 other than as a representative of TTL, without TTL's prior written approval (such approval being at its sole discretion).

18. Liability and Insurance

18.1 Nothing in this Agreement limits or excludes either Party's liability for:

18.1.1 death or personal injury caused by its negligence;

18.1.2 fraud or fraudulent misrepresentation; or

18.1.3 any other liability which cannot be limited or excluded by applicable law.

18.2 Subject to clause 18.1 and save where otherwise specified in this Agreement, neither Party will be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any indirect or consequential loss.

REDACTED

REDACTED

REDACTED

A REDACTED

18.3A.1 REDACTED

18.3A.2 REDACTED

18.4 Subject to Clause 18.5, the Agency is responsible for and will indemnify, keep indemnified and hold harmless TTL and the TfL Group (including their respective employees, sub-contractors and agents) ("**Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers arising out of or in connection with:

18.4.1 any breach or negligent performance of the Agreement by the Agency (or any of its employees, agents or sub-contractors), including in each case any non-performance or delay in performance of the Agreement;

18.4.2 any breach of statutory duty, misrepresentation or misstatement by the Agency (or any of its employees, agents or sub-contractors);

- 18.4.3 the Agency's exercise of its rights granted under this Agreement, including any claim made against TTL for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith;
 - 18.4.4 the design, manufacture, marketing, sale or other disposal of Products by or on behalf of the Agency, whether arising out of any matter approved by TTL under this Agreement or not;
 - 18.4.5 death, personal injury or damage to property arising out of or in connection with defective Products.
- 18.5 The Agency is not responsible for and will not indemnify TTL for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Agreement by TTL or any other member of the TfL Group including by any of their respective employees, agents or sub-contractors.
- 18.6 The Agency acknowledges that the approval of any sample by TTL or the approval or issue of any product specification by TTL will not be deemed a representation or confirmation that the same (or Products made according thereto) will not infringe any statutes, statutory rules or other instruments having the force of law in the country of manufacture or sale (or other disposal) of Products or any third party right (including any Intellectual Property Rights) and TTL excludes all and any liability therefore.

REDACTED

18.7.1 REDACTED

18.7.2 REDACTED

18.7.3 REDACTED

18.7.4 REDACTED

18.7.5 REDACTED

- 18.8 The insurance cover will be maintained with a reputable insurer.

- 18.9 The Agency will produce evidence to TTL on reasonable request of the insurance policies set out in Clause 18.7 and any insurances to be maintained by the Licensees under the Sub-Contracts and payment of all premiums due on each policy.
- 18.10 The Agency warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 18.7 being or becoming void, voidable or unenforceable.
- 18.11 In the event that any of the Insurances are cancelled or not renewed, the Agency will immediately notify TTL and will at its own cost arrange alternative Insurances with an insurer or insurers acceptable to TTL.

19. **Dispute Resolution**

- 19.1 TTL and the Agency will use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Agreement ("**Dispute**") before resorting to litigation.
- 19.2 If the Dispute is not settled through discussion between the representatives of each Party within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 19.3 If the Dispute is not resolved within fourteen (14) Business Days of referral to the Senior Personnel, the Parties will attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the notice will identify one or more proposed mediators.
- 19.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within twenty-eight (28) Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator will be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 19.5 Where a dispute is referred to mediation under Clause 19.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 19.6 If the Parties reach agreement on the resolution of the Dispute, such agreement will be recorded in writing and once signed by the Parties' authorised representatives, will be final and binding on the Parties.
- 19.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within

forty (40) Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 32.

19.8 For the avoidance of doubt, the Agency will carry out its obligations in accordance with the Agreement and without delay or disruption while the Dispute is being resolved pursuant to this Clause 19.

19.9 Neither Party will be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 19 and Clause 19 will not apply in respect of any circumstances where such remedies are sought.

20. Termination

20.1 Without prejudice to TTL's right to terminate at common law, TTL may terminate the Agreement immediately upon giving notice to the Agency where:

20.1.1 the Agency has committed any material or persistent breach of the Agreement and in the case of such a breach that is capable of remedy fails to remedy that breach within ten (10) Business Days (or such other timeframe as specified in writing by TTL) from the date of written notice to the Agency giving details of the breach and requiring it to be remedied;

20.1.2 the Agency fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment;

20.1.3 the Agency becomes Insolvent;

20.1.4 TTL is not satisfied on the issue of any conflict of interest in accordance with Clause 16;

20.1.5 the Agency or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;

20.1.6 the Agency commits any of the money laundering related offences listed in the Public Contract Regulations 2015;

20.1.7 there is a change of control of the Agency or its Holding Company (within the meaning of section 1124 of the Corporation Tax Act 2010) without the written consent of TTL;

20.1.8 as a result of any act or omission by the Agency or Licensees TTL reasonably considers that the Brand, image or reputation of the TFL Group has been, or is likely to be, (if such breach were repeated), materially adversely affected; and

20.1.9 the Agency has not appointed a Licensee of any Products (in accordance with Clause 5) within 12 months of the Commencement Date.

- 20.2 Without prejudice to any of TTL's other rights, powers or remedies (whether under the Agreement or otherwise) if the Agency is in breach of any of its warranties or obligations under this Agreement, the Agency will, if required to do so by TTL, promptly remedy the breach and/or re-perform the relevant obligation (or part thereof) at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 20.2 will prevent TTL from procuring the provision of services or any remedial action from an alternative contractor and, where TTL so procures any services or any remedial action, TTL will be entitled to recover from the Agency all additional cost, loss and expense incurred by TTL and attributable to TTL procuring such services or remedial action from such alternative contractor.
- 20.3 Neither Party will be deemed to be in breach of the Agreement nor liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than eight (8) weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Agreement ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Agreement immediately upon giving notice to the Affected Party. If the Agreement is terminated in accordance with this Clause 20.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party will not be liable to the Innocent Party by reason of such termination.
- 20.4 Without prejudice to TTL's right to terminate this Agreement under Clause 20.1 or to terminate at common law, TTL may terminate the Agreement at any time without cause subject to giving the Agency written notice of no less than 60 Business Days.

21. **Consequences of Termination**

- 21.1 Within thirty (30) days of the termination or expiry of this Agreement, the Agency will procure that all Sub-Contracts and Existing Agreements (except for those which have expired or been terminated prior to the expiry or termination of this Agreement) are novated to TTL or a replacement agency (such agency to be identified in writing by TTL) and that all such documents are executed and actions taken as may be required to novate such Sub-Contracts and Existing Agreements.

REDACTED

(i) REDACTED

(ii) REDACTED

REDACTED

REDACTED

- 21.4 On expiry or termination of this Agreement (or where applicable, on expiry or termination of an individual Sub-Contract) for any reason and subject to any express provisions set out elsewhere in this Agreement:
- 21.4.1 all outstanding sums payable by the Agency to TTL shall immediately become due and payable;
 - 21.4.2 all rights and licences, save for those elements outlined in Clause 21.2, granted under this Agreement will cease;
 - 21.4.3 the Agency will promptly deliver to TTL at the Agency's expense all originals and copies of the Created Materials;
 - 21.4.4 at TTL's request, the Agency will provide all reasonable assistance required for the orderly and efficient transition of the Agency's activities under this Agreement to TTL or such other entity as TTL may specify;
 - 21.4.5 the Agency will return promptly to TTL at the Agency's expense all records and copies of promotional material in the Agency's and/or the Licensees' possession relating to the Products, and any information of a confidential nature communicated to the Agency and/or Licensees by TTL, either preparatory to, or as a result of, this Agreement to the extent such material remains confidential; and
 - 21.4.6 any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement will remain in full force and effect.
- 21.5 Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 21.6 The Agency will immediately supply, if it has not done so already, any updates to the contacts details set out in the Deal Memos in respect of all Licensees with whom the Agency dealt during the continuance of this Agreement,

including without limitation their addresses, e-mail addresses, website details and telephone numbers.

22. Rights of Third Parties

22.1 Save that any member of the TfL Group has the right to enforce the terms of the 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 the Agreement will be enforceable by virtue of the Third Party Act by any person not a party to it.

22.2 Notwithstanding Clause 22.1, the Parties are entitled to vary or rescind the Agreement without the consent of any other person including any member of the TfL Group.

23. Variation

The Agreement may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments will be set out in such form as TTL may dictate.

24. Novation

24.1 TTL may novate or otherwise transfer the Agreement (in whole or in part). Within ten (10) Business Days of a written request from TTL, the Agency will at its expense execute such agreement as TTL may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Agreement to one or more persons nominated by TTL.

24.2 Subject to Clause 5, the Agreement is personal to the Agency who will not assign the benefit or delegate the burden of the Agreement or otherwise transfer any right or obligation under the Agreement without the prior written consent of TTL.

25. Non-Waiver of Rights

No waiver of any of the provisions of the Agreement is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 27. The single or partial exercise of any right, power or remedy under the Agreement will not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

26. Illegality and Severability

If any provision of the Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed from the Agreement and the remaining provisions will continue in full force and effect as if the Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in TTL's reasonable opinion such a provision is so fundamental as to prevent

the accomplishment of the purpose of the Agreement, TTL and the Agency will immediately commence good faith negotiations to remedy such invalidity.

27. Notices

27.1 Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, or prepaid recorded delivery first class post addressed to the recipient at its registered office or any other address notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent.

27.2 The notice, demand or communication will be deemed to have been duly served:

27.2.1 if delivered by hand, at the time of delivery; or

27.2.2 if delivered by post, two (2) Business Days after being posted or in the case of International Standard Delivery fourteen (14) Business Days after being posted, provided that where TTL is the recipient such notice will also be sent by email and copied to TTL's Head of Legal on the same day it was posted;

and in each case the notifying Party will promptly send a copy of the notice to the other Party by email, it being acknowledged that the email copy will not itself constitute deemed service of the notice.

28. Entire Agreement

28.1 Subject to Clause 28.2:

28.1.1 the Agreement and all documents referred to in the Agreement, contains all of the terms which the Parties have agreed relating to the subject matter of the Agreement and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to this Agreement. Neither Party has been induced to enter into the Agreement by a statement which the Agreement does not contain; and

28.1.2 without prejudice to the Agency's obligations under the Agreement, the Agency is responsible for and will make no claim against TTL in respect of any misunderstanding affecting the basis of the Agency's tender in respect of the Agreement or any incorrect or incomplete information howsoever obtained.

28.2 Nothing in this Clause 28 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

29. **Counterparts**

This Agreement may be executed in any number of counterparts or duplicates, each of which will be an original, and such counterparts or duplicates will together constitute one and the same agreement.

30. **Relationship of the Parties**

Nothing in the Agreement constitutes, or will be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Agreement, neither Party will be deemed to be the agent of the other, nor will either Party hold itself out as the agent of the other.

31. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Agreement.

32. **Governing Law and Jurisdiction**

The Agreement will be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 19, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement provided that TTL has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Agency is incorporated or in which any assets of the Agency may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
**TRANSPORT TRADING
LIMITED**

)
) **REDACTED**
)
) Signature

Print name and position

Date: Laura Grant
Head of Prof Services
30/3/2023 | 15:04 BST

Signed by
for and on behalf of
**INTERNATIONAL
MANAGEMENT
GROUP**

)
) **REDACTED**
)
) Signature
)

Print name and position

Bruno Maglione
President, Licensing

30/3/2023 | 15:05 CEST

SCHEDULE 1 – MATERIALS

PART A – TRADE MARKS

Registered and unregistered rights in the following marks:



Marks can be removed and other marks can be added as and when required which will be at the sole discretion of TTL.

A full list of the countries where TfL has registered or trade marks under application to be supplied separately by TTL.

PART B – COPYRIGHT WORKS

All copyright works owned by Transport for London including but not limited to:

- Historic and contemporary Underground maps
- Other historic and contemporary TfL transport, decorative and geographic maps
- Johnston 100 font
- Historic and contemporary posters
- Black and white and colour photographs
- Moquette fabrics
- Design and engineering drawings
- Historic & contemporary publications

- Signage
- Pictograms

PART C – OTHER PROPRIETARY RIGHTS

To be agreed when required

SCHEDULE 2 – BRAND GUIDELINES

REDACTED

SCHEDULE 3 – PRODUCTS

- Adult and children's fashion apparel and fashion accessories
- Intimate apparel and swimwear
- Large and small bags and luggage
- Clocks and Watches
- Toys and games
- Homewares, including kitchenware & soft furnishings
- Furniture
- Electrical products
- Stationery
- Computer games
- Retail services
- Catering services
- Food and beverages
- Gift products, cards and gift wrap
- Posters and prints
- Paints
- Rugs
- Publishing
- Active lifestyle products

- Experiential

This list may be amended from time to time upon written agreement by both Parties.

SCHEDULE 4 – TERRITORY

- North America:
 - USA
 - Canada
 - Mexico
 - LTAM (including Brazil)
- UK
- Europe:
 - All countries covered by the European Union Trade Mark registration system including Switzerland
- Asia / Pacific Rim:
 - Japan
 - China (PRC)
 - Singapore
 - Hong Kong
 - Australia
 - New Zealand
 - Thailand
 - Taiwan
 - Malaysia
 - Indonesia
 - Vietnam
 - South Korea (Republic of Korea - RoK)
 - Macau

- India
- Middle East:
 - UAE
 - Saudi Arabia
 - Kuwait
 - Oman
 - Jordan

This list may be amended upon agreement in writing between the Parties.

SCHEDULE 5– EXISTING AGREEMENTS

REDACTED

SCHEDULE 6 – BUSINESS PLAN

REDACTED

SCHEDULE 7 – PRO-FORMA DEAL MEMO:

REDACTED

SCHEDULE 8 – ETHICAL SOURCING POLICY



SCHEDULE 9 – KPIS

Target (KPI)	How measured or reported	Frequency	Outcome
Product Development & Asset Management			
<p>Licensees and sub-agencies will have-a thorough onboarding process within a month of signing license, equipping them with a full understanding of branding requirements, the brand, it's history and how it can be applied to products.</p> <p>Regular/scheduled updates from the agency is also required.</p>	The agency will need to work together with TfL to ensure that timings are adhered to, and that a record is kept of onboarding of each licensee, and regular updates are maintained.	Monthly	<p>Licensees fully aware of how to work with the brand and its assets. Licensees' creative teams can work quickly and as independently as possible to create high-quality and well-designed products, speeding up the development process.</p> <p>90% of licensed products to be approved at concept stage within 2 or less submissions</p>
A well-managed, collaborative, and productive product development programme, materials, that ensures submissions are processed with the agencies and TfL's input within 14 days.	Regular catch ups between PD team and TfL to ensure that incoming submissions are being managed appropriately, with improvements set by TfL every month (where necessary).	Monthly	A consistent and well-paced turn out of high-quality and well design branded products and associated marketing

<p>Agency to create a digital catalogue/ storage system documenting 100% of new licensed products, launches and collaborations, to include photographic images of each product (including packaging), press and marketing linked to the product launch.</p> <p>Product development team to manage updates of this ensuring all products are catalogued within one month of the launch date.</p> <p>Note this should be live and functioning within one month of signing contract.</p>	<p>TfL should have access to this digital catalogue monthly and will perform monthly checks.</p>	<p>Monthly</p>	<p>Agency and TfL able to refer to products and collaborations (visuals and supporting information) in a quick and timely manner, for whole period of contract</p>
<p>100% of all licensing assets stored digitally in a manageable way so they can be easily updated and issued to licensees and sub-agencies</p> <p>Agency to provide details of IP asset management system and to work collaboratively with TfL within first 6 months of contract, to make any improvements as requested.</p>	<p>Once reviewed at the start of the contract, TfL, and agency to review the systems in place over first 2 months and discuss further improvements once a month.</p> <p>All requested amendments to be made within 6-12 months of contract.</p>	<p>Monthly</p>	<p>Assets are updated and issued to licensees in a timely manner and relevant access is available to licensees, the agency and TfL (with staggered or controlled access for each licensee). All assets stored securely.</p>
Asset & Creative Development			

Agency to review TfL's assets and put in place a plan to exploit a wider number of these across branded product ranges. This will require a collaborative plan on how to expand the use of these over the period of the contract.	TfL and agency to review after amendments, which assets see increase of use and how the products featuring these perform.	Annually summarised in business report and update to plan.	Cumulative growth in number of asset types used by licensees (resulting in a wider range of TfL assets to be commercially exploited across product ranges). Providing further variation for the brand.
Marketing			
Coherent and well-planned marketing calendar to be delivered every year, exploiting all product launches and brand collaborations to increase brand awareness and profits.	Increase in marketing output from licensees (especially in collaboration with TfL). Press activity and engagement analytics to be reviewed as part of annual business review.	Annually summarised in business report and update to plan.	Growth in press articles and social media coverage of brand, increasing brand awareness.
Partner Requirements			
Work with TfL and our responsible procurement teams to review current ethical and sustainability processes and research how these could be improved. Create a plan or road map to implement these changes and continuous improvements.	Review as part of quarterly meetings, ensuring steps are being taken towards improvements and gathering licensee feedback.	Quarterly.	Collaborate with TfL and licensees to reposition licensing programme as leader in sustainable and ethical standards and practices.
Business Growth			
Provide a yearly business plan	To be presented at	Annually.	Income and brand awareness to grow,

which specifies how the agency plans to grow business in and outside the UK, expand retail placement and further product categories.	annual business plan meeting. Report will compare to previous year, which will be able to show growth of brand.		following strategic planning by agency, within the territories and categories specified by TfL.
Agency to carry out an analysis of present and potential markets within first 6 months of agreement, and then annually thereafter for the rest of the contract term.	Outcome of research to be presented every year during annual Business plan meeting, and to be used to inform territory development plan, created within 6 months of contract start date.	Annually.	Utilise data and insight to cultivate an understanding of potential lucrative markets for TfL brand and inform a strategic territory development plan, which will increase revenue from overseas markets.
Agency to develop children's licensed product category as well as fashion, homewares, and active lifestyle products, with demonstratable growth within 2 years.	To review sign-ups of new licensees and new product launched into relevant markets during quarterly meetings, as well as review income driven by these categories,	Quarterly.	TfL to become a recognisable brand on UK Highstreet and have a reputable children's licensing programme, as well as seeing growth in TfL's other categories for expansion
REDACTED	REDACTED	REDACTED	REDACTED

Management of Sub-agents and Licensees			
<p>The agency will need to have relevant licensing management suite/software, or licensing management software installed within 1st year of contract, to allow for the storage and cohesive, quick sharing of information or alternative methods which result in the same effect.</p> <p>Requests for information to be processed and provided from agency or licensee to TfL within 5 working days.</p>	<p>This can be discussed and reviewed quarterly, with final solution to be agreed on during 1st annual business plan meeting and report.</p>	<p>Quarterly, within first year of contract.</p>	<p>To manage and easily share information between licensees, agency and TfL including, but not limited to, contracts, royalty reports, assets, product images, sales information, and product development correspondence/submissions.</p>
<p>Agency to arrange monthly call with TfL contact, quarterly face-to-face meetings with wider TfL team and annual business plan presentation meeting.</p>	<p>Agency to meet with TfL both online and in person</p>	<p>Monthly, Quarterly and Annually.</p>	<p>Collaborative and effective management and growth of TfL Licensing programme.</p>
<p>Agency to meet with LTM, bi-monthly (every other month) scheduled by TfL, to present new licensing development and secure placement of licensed stock within LTM retail store.</p>	<p>To see an increase in placement of TfL licensed product within the LTM retail store in Covent Garden.</p>	<p>Quarterly</p>	<p>Productive relationship between agency and LTM retail team, with further placement of licensed product within LTM stores.</p>
Administration and finances			

Agency to submit concise and clear royalty statement to TfL within 60 days following the end of each quarterly period.	TfL to monitor timings, reporting back failures to report within the allotted time frames.	Quarterly	Effective reporting of income to TfL to allow for internal commercial reviews to take place.
--	--	-----------	--

SCHEDULE 10 – DATA PROTECTION REQUIREMENTS

For the purposes of this Schedule 10, unless the context indicates otherwise, the following expressions shall have the following meanings:

“TTL Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Agency or any Licensee on behalf of TTL and/or TfL, pursuant to or in connection with this Agreement;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> • any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; • any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and • the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “ Process ” and “ Processed ” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic

Area other than the UK following withdrawal from the European Union;

“Sensitive Personal Data” sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Agreement; and

“Subject Request” a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Agreement, the Parties acknowledge that TTL is a Data Controller solely responsible for determining the purposes and manner in which TTL Personal Data is to be Processed, and that the Agency is a Data Processor.

A1.2 Details of the TTL Personal Data to be Processed by the Agency and the purposes of such Processing are as follows:

A1.2.1 The TTL Personal Data to be Processed by the Agency (if any) concerns the following categories of Data Subject:

- Staff of TfL, including temporary or fixed term employees and/or contractors
- Customer data (Licensees)

A1.2.2 TTL Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- Name
- Address
- Telephone Number
- Email Address
- Job Title

A1.2.3 TTL Personal Data is to be Processed for the following purpose(s):

- Performing the duties as outline in contract number Tfl 96033 Tfl Brand Licensing and Development. Which include the solicitation and management of licenses to use Trade marks and other Manifestations owned by TTL.

A1.2.4 TTL Personal Data is to be Processed in the following Restricted Countries:

None intended

A1.2.5 The subject matter of TTL Personal Data to be Processed is:

The Processing is necessary to ensure the Agency can effectively deliver the Agreement to provide brand licensing and development services.

A1.2.6 The duration of the Processing shall be:

For the duration of the Agreement.

A1.2.7 The nature of the Processing is:

The nature of the Processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).

A1.3 Without prejudice to the generality of Clause 14, the Agency shall:

A1.3.1 process TTL Personal Data only in accordance with written instructions from TTL to perform its obligations under the Agreement;

A1.3.2 use its reasonable endeavours to assist TTL in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause TTL to breach any of its obligations under Data Protection Legislation to the extent the Agency is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 notify TTL without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by TTL is incompatible with any obligations under Data Protection Legislation to the extent the Agency is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

- A1.3.4 maintain, and make available to TTL on its request, documentation which describes the Processing operations for which it is responsible under this Agreement including:
- A1.3.4.1 the purposes for which TTL Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of TTL Personal Data;
 - A1.3.4.6 retention periods for different types of TTL Personal Data; and
 - A1.3.4.7 where possible a general description of the security measures in place to protect TTL Personal Data;
- A1.3.5 where requested to do so by TTL, assist TTL in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of TTL Personal Data and against accidental loss, destruction of, or damage to such TTL Personal Data which TTL may reasonably reject (but failure to reject shall not amount to approval by TTL of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, provide TTL with such information as TTL may from time to time require to satisfy itself of compliance by the Agency (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Agency itself or TTL;
- A1.3.8 notify TTL without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of

any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of TTL Personal Data, or its accidental loss, destruction or damage;

- A1.3.9 having notified TTL of a breach in accordance with Clause A1.3.8, keep TTL properly and regularly informed in writing until the breach has been resolved to the satisfaction of TTL;
- A1.3.10 fully cooperate as TTL requires with any investigation or audit in relation to TTL Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Agreement, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by TTL (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Agreement and after its termination or expiry (for so long as the Party concerned retains and/or Processes TTL Personal Data);
- A1.3.11 notify TTL within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Request (or purported Subject Request); or
 - A1.3.11.1.2 any other request, complaint or communication relating to TTL's obligations under Data Protection Legislation;
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with TTL Personal Data; or
 - A1.3.11.3 a request from any third party for disclosure of TTL Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.12 provide TTL with full cooperation and assistance (within the timescales reasonably required by TTL) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
 - A1.3.12.1 TTL with full details and copies of the complaint, communication or request; and

- A1.3.12.2 where applicable, such assistance as is reasonably requested by TTL to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
 - A1.3.13 when notified in writing by TTL, supply a copy of, or information about, any TTL Personal Data. The Agency shall supply such information or data to TTL within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
 - A1.3.14 when notified in writing by TTL, comply with any agreement between TTL and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any TTL Personal Data; and
 - A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Agency shall not share TTL Personal Data with any sub-contractor without prior written consent from TTL. The Agency shall provide TTL with such information regarding the proposed sub-contractor as TTL may reasonably require. The Agency shall only share TTL Personal Data with a sub-contractor where there is a written contract in place between the Agency and the sub-contractor which requires the sub-contractor to:
 - A1.4.1 only Process TTL Personal Data in accordance with TTL's written instructions to the Agency; and
 - A1.4.2 comply with the same obligations which the Agency is required to comply with under this Clause A1.
- A1.5 The Agency shall, and shall procure that any sub-contractor shall:
 - A1.5.1 only Process TTL Personal Data in accordance with TTL's written instructions to the Agency and as reasonably necessary to perform the Agreement in accordance with its terms;
 - A1.5.2 not Process TTL Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with TTL;
 - A1.5.3 not Process TTL Personal Data in such a way as to:

- A1.5.3.1 place TTL in breach of Data Protection Legislation;
 - A1.5.3.2 expose TTL to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose TTL to reputational damage including adverse publicity;
 - A1.5.4 not allow Agency's Personnel to access TTL Personal Data unless such access is necessary in connection with the provision of the Services;
 - A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Agency's Personnel who can access TTL Personal Data;
 - A1.5.6 ensure that all Agency's Personnel who can access TTL Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Agreement or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
 - A1.5.7 not disclose or transfer TTL Personal Data to any third party without the Agency having obtained the prior written consent of TTL (save where such disclosure or transfer is specifically authorised under this Agreement);
 - A1.5.8 without prejudice to Clause A1.3.6, wherever the Agency uses any mobile or portable device for the transmission or storage of TTL Personal Data, ensure that each such device encrypts TTL Personal Data; and
 - A1.5.9 comply during the course of the Agreement with any written retention and/or deletion policy or schedule provided by TTL to the Agency from time to time.
- A1.6 The Agency shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any TTL Personal Data in or to any

Restricted Countries without prior written consent from TTL (which consent may be subject to additional conditions imposed by TTL).

A1.7 If, after the Service Commencement Date, the Agency or any sub-contractor wishes to Process and/or transfer any TTL Personal Data in or to any Restricted Countries, the following provisions shall apply:

A1.7.1 the Agency shall submit a written request to TTL setting out details of the following:

A1.7.1.1 TTL Personal Data which will be transferred to and/or Processed in any Restricted Countries;

A1.7.1.2 the Restricted Countries which TTL Personal Data will be transferred to and/or Processed in;

A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving TTL Personal Data in Restricted Countries;

A1.7.1.4 how the Agency shall ensure an adequate level of protection and adequate safeguards in respect of TTL Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure TTL's compliance with Data Protection Legislation;

A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;

A1.7.3 the Agency shall comply with any written instructions and shall carry out such actions as TTL may notify in writing when providing its consent to such Processing or transfers, including:

A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Agreement or a separate data processing agreement between the Parties; and

A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or

accessing TTL Personal Data in any Restricted Countries enters into a data processing agreement with the Agency on terms which are equivalent to those agreed between TTL and the Agency in connection with the Processing of TTL Personal Data in (and/or transfer of TTL Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

A1.8 The Agency and any sub-contractor (if any), acknowledge:

A1.8.1 the importance to Data Subjects and TTL of safeguarding TTL Personal Data and Processing it only in accordance with TTL's written instructions and the Agreement;

A1.8.2 the loss and damage TTL is likely to suffer in the event of a breach of the Agreement or negligence in relation to TTL Personal Data;

A1.8.3 any breach of any obligation in relation to TTL Personal Data and/or negligence in relation to performance or non-performance of such obligation shall be deemed a material breach of Agreement;

A1.8.4 notwithstanding Clause 20.1.1, if the Agency has committed a material breach under Clause A1.8.3 on two or more separate occasions, TTL may at its option:

A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

A1.8.4.2 terminate the Agreement in whole or part with immediate written notice to the Agency.

A1.9 Compliance by the Agency with this Clause A1 shall be without any charge to TTL.

A1.10 The Agency shall remain fully liable for all acts or omissions of any sub-contractor.

A1.11 Following termination or expiry of this Agreement, howsoever arising, the Agency:

A1.11.1 may Process TTL Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;

- A1.11.2 where Clause A1.11.1 does not apply, may Process TTL Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from TTL either securely destroy or securely and promptly return to TTL or a recipient nominated by TTL (in such usable format as and to the extent TTL may reasonably require) TTL Personal Data; or
 - A.1.11.4 in the absence of instructions from TTL after 12 months from the expiry or termination of the Agreement securely destroy TTL Personal Data.
- A1.12 TTL Personal Data may not be Processed following termination or expiry of the Agreement save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Agreement to the extent the Party concerned retains or Processes TTL Personal Data.
- A1.14 The indemnity in Clause 18.4 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Agreement.
- A1.15 The Parties' liability in respect of any breach of Clause 14.1 and this Schedule insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

