



The Walt Disney Company Europe, Middle East & Africa

Head of Commercial Partnerships

Office for Health Improvement and Disparities (“OHID”)

39 Victoria Street

London SW1H 0EU

Dear Sirs

RE: AMENDMENT TO OHID’S BETTER HEALTH CAMPAIGN “10 MINUTE SHAKE-UP” AGREEMENT

We refer to the agreement with effective date of 1 April 2022 by and between The Walt Disney Company Limited (“Disney”) and The Secretary of State for Health and Social Care acting as part of the Crown (“OHID”) together with any and all subsequent letters of amendment (collectively, the “Agreement”). All terms used in this Letter Agreement and not otherwise defined shall have the meanings given to them in the Agreement.

The parties have agreed to amend the Agreement upon the terms and conditions set out below:

1. AMENDMENT AND EXTENSION

1.1 With effect from 31 December 2022, Clause 6 of the Agreement shall be deemed to have been amended as follows:

“This Agreement shall, unless terminated sooner in accordance with its terms, terminate on the expiry date of the Campaign Period. Either party shall be entitled to terminate the Agreement by written notice immediately if at any time prior to the expiry of the Campaign Period any other party is in material breach of any of its obligations under the Agreement and has either not remedied the same (where capable of remedy) within five (5) Working Days of notification specifying the breach or where the breach is not capable of remedy and the parties have not agreed (following good faith negotiations) suitable compensation within five (5) Working Days of receiving notification specifying such breach. Upon the expiry of the Campaign Period or earlier termination of this Agreement, the rights granted shall immediately revert to Disney or its licensors and OHID (and its sub-contractors, agents or representatives) shall immediately cease to use and exploit the Licensed Materials and/or promotional campaign materials. For the avoidance of doubt a day that is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in England shall constitute a Working Day in this Agreement.”

1.2

1.2.1 All references in the Agreement to the “Campaign Period” shall, unless the context requires otherwise, be construed as references to the period commencing on 20 May 2022 and expiring on 31 December 2024;

1.2.2 Clause 3.1(c)(ii) of the Agreement shall be amended as follows:

“to use the Licensed Material insofar as it relates to the online digital hub only and make available for use in schools the Teaching Resources for a further twelve (12) months from the end of the Campaign Period to 1st December 2025 (“**2025 Extension Period**”) subject to OHID’s ongoing marketing support of the online digital hub including but not limited to OHID:

- sending at least two emails to the Better Health – Healthier Families eCRM database throughout the 2025 Extension Period;
- carrying out regular ongoing post-Campaign social media support;
- signposting the 10 Minute Shake Up digital hub on the Better Health – Healthier Families website,

(collectively known as “**Online Digital Hub Marketing**”).

1.3 The parties’ commitments as set out clauses 2.1, 2.2, 3.1 (a) in the Agreement have been fulfilled.

1.4 For the avoidance of doubt, the extension granted above is subject to OHID’s ongoing marketing support of the online digital hub as set out in the Agreement to permit OHID to make the Licensed Materials available on the C4L website, Campaign Resource Centre, School Zone, via OHID’s C4L CRM emails and on OHID’s C4L social channels.



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2. CAMPAIGN ACTIVITY

- 2.1 The parties agree that the Campaign Activity shall include a research project to achieve the objectives set out below which will be jointly funded (the “**Research Project**”). The total cost of the Research Project will be £91,667 (exclusive of VAT). The Research Project will be conducted by Basis Research which will be contracted by Disney.
- 2.2 The objectives of the Research Project will be to:
- 2.2.1 provide an in-depth understanding of the state of the nation & foundational truths when it comes to children’s health and making healthy behaviours fun;
 - 2.2.2 help define the opportunities for OHID and Disney in stimulating healthier behaviours; and
 - 2.2.3 serve as the base to the ideation and development of the next stage of the OHID/Disney partnership and campaign.
- 2.3 The methods used for the Research Project will be split into three phases:
- 2.3.1 Online diaries and family immersions
 - 2.3.2 Online questionnaire
 - 2.3.3 Qualitative stage with focus groups of kids and teachers

2.4

3. EXISTING TERMS AND CONDITIONS

- 3.1 Except as amended, supplemented or varied by this Letter Agreement and without limiting the above, all terms and conditions of the Agreement shall remain in full force and effect.

4. COUNTERPARTS

- 4.1 The parties agree that this Letter Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) registered post, or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

Please sign below in the appropriate space to acknowledge your acceptance of and agreement with the foregoing.

Yours faithfully

THE WALT DISNEY COMPANY LIMITED

For and on behalf of

Certificate Of Completion



