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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
MMGY Global, LLC

2. Registration Number
6492

3. Primary Address of Registrant
7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal
London & Partners Limited

5. Address of Foreign Principal
169 Union Street
London
UNITED KINGDOM SE1 0LL

6. Country/Region Represented
UNITED KINGDOM

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Tourism Branch

b) Name and title of official with whom registrant engages
Ben Pattie, Head of PR

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

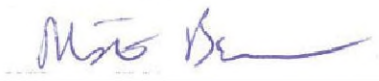
Date	Printed Name	Signature
09/14/2022	Misti Borchers	/s/Misti Borchers

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Date	Printed Name	Signature
9/14/2022	Misti Borchers	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
MMGY Global, LLC	6492

3. Name of Foreign Principal
London & Partners Limited

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 03/15/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide PR activity that inspires U.S. consumer audiences to consider London as a destination to visit. Activities include strategic planning, event ideation and execution, media relations, reporting and measurement.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide PR activity that inspires U.S. consumer audiences to consider London as a destination to visit. Activities include strategic planning, event ideation and execution, media relations, reporting and measurement.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
05/05/2022-05/05/2022	London & Partners Limited	Production Expenses, Professional Services	$ 72,233.60
05/12/2022-05/12/2022	London & Partners Limited	Production Expenses, Professional Services	$ 26,000.00
			$ 98,233.60
			Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
12/01/2021-05/31/2022	MMGY Global LLC	Travel/expense reimbursement	$ 57.41
12/01/2021-05/31/2022	MMGY Global LLC	Production expense	$ 81,094.64
			$ 81,152.05
			Total

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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Date	Printed Name	Signature
09/14/2022	Misti Borchers	/s/Misti Borchers

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EXECUTION

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Date	Printed Name	Signature
9/14/2022	Misti Borchers	

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L&P SERVICES AGREEMENT

Commercial Particulars

DATE:

L&P:	**London & Partners Limited** a company limited by guarantee incorporated in England and Wales with company number 07493460.
L&P registered office address:	169 Union Street, London SE1 0LL
L&P Project Manager	Ben Pattie, Head of PR, London & Partners
Supplier:	MMGY NJF, a division of MMGY Global LLC, a Delaware limited liability company, with a federal identification number 45-4094535
Supplier's registered office address:	360 Lexington Avenue, 10th floor New York, NY 10017 USA
Supplier Project Manager	To be mutually agreed between L&P and MMGY NJF
Commencement Date:	15 March, 2022
End Date:	15 September 2022* *It is possible that the contract may be extended depending on the duration of campaign and available funding. Notice of any extension will be given in writing by London & Partners.
Services:	As listed in Schedule 1
Deliverables:	As listed in Schedule 1

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Charges:	As listed in Schedule 2
Specification and Milestones	As listed in Schedule 3
Delivery Date	N/A

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Data Processing Particulars	
ITEM	**DETAILS**
Subject Matter of Services	Potential access to media/stakeholder contacts Copied into sensitive emails
Protected Data	**Types of personal data:** [names and email addresses of journalists **Categories of data subject:** journalists
Special categories of personal data, criminal data, or otherwise sensitive data[1]	none
Nature and Purpose of Processing	Obtaining media contacts for the purpose of public relations outreach efforts.
Duration	6 months or less
Approved Subprocessor	**Processing Activity**
n/a	n/a
Security Measures	n/a

[1] **Special categories of personal data** include: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. **Criminal data** includes: personal data relating to criminal convictions and offences.

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1. This Agreement is made up of the following: (i) the Commercial Particulars; and (ii) the Conditions and its Schedules.

2. If there is an inconsistency between any of the provisions of the Commercial Particulars and the Conditions, the provisions of the Commercial Particulars shall prevail.

Unless otherwise defined in the Commercial Particulars, terms used in the Purchase Order shall have the meaning given to them in the Conditions.

This Agreement has been entered into on the date stated at the beginning of it.

London & Partners Limited	MMGY Global
R.Wangen-Jones	Julie Freeman (Apr 4, 2022 09:28 EDT)
Authorized Signature	Authorized Signature
Rose Wangen-Jones, Managing Director	Julie Freeman, EVP and Managing Director
Print Name and Title	Print Name and Title
Apr 3, 2022	Apr 4, 2022
Date	Date

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SERVICES AGREEMENT

CONDITIONS

BACKGROUND

(A) L&P is the promotional agency for the Mayor of London. L&P helps to build London's international reputation and attract investment and growth for the city.

(B) The Supplier is the supplier of the Services outlined in the Purchase Order.

(C) L&P wishes to obtain such services and the Supplier wishes to provide such services on the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"Agreement"	means the agreement between L&P and the Supplier for the supply of the Services in accordance with the Commercial Particulars, these Conditions and any Schedules.
"Applicable Laws"	means all applicable laws, statutes, regulations from time to time in force in the territory where the Services are being performed or received.
"Business Day"	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Change Order"	has the meaning given in clause 6.1.
"Commercial Particulars"	means the commercial particulars appended to these Conditions.
"Conditions"	means these terms and conditions as set out in clause 1 (Interpretation) to clause 28 (Governing law and jurisdiction).

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"Confidential Information"	has the meaning given in clause 15.1.
"Data Processing Particulars"	means as set out in the Purchase Order.
"Data Protection Legislation"	means as applicable, (i) the Data Protection Act 2018, (ii) the UK General Data Protection Regulation ("**GDPR**") and any act incorporating the provisions of the EU General Data Protection Regulation (EU) 2016/679 into UK law, (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments (and any re-enactment or amendment). The terms "**controller**", "**processor**", "**personal data**" and "**processing**" shall have the meanings given to them in the GDPR (or any law which amends, replaces or re-enacts the GDPR).
"Data Security Breach"	means a breach or breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Protected Data.
"Data Subject(s)"	means any individual(s) whose personal data is included in the Protected Data.
"Data Subject Request"	means an actual or purported request, notice or complaint made by, or on behalf of, a Data Subject in accordance with the exercise of rights granted pursuant to the Data Protection Legislation in

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	relation to the Data Subject's Protected Data.
"Good Industry Practice"	means in relation to any undertaking and any circumstances, the exercise of the degree of care, professionalism and skill, prudence and foresight which would be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances.
"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"L&P Materials"	means all documents, information, items and materials in any form (whether owned by L&P or a third party), which are

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	provided by L&P to the Supplier in connection with the Services.
"Mandatory Policies"	means L&P's mandatory policies and procedures as notified to the Supplier from time to time.
"Milestones"	means a date by which a part or all of the Services is to be completed, as set out in Schedule 1.
"Specification"	means the specification document in respect of the Services and Deliverables, as set out at Schedule 3.
"Subprocessor"	means a third party subprocessor of Protected Data appointed by the Supplier to assist with their processing of Protected Data.
"Supplier Materials"	means all documents, information, items and materials in any form (whether owned by the Supplier or a third party), which are provided by the Supplier to L&P in connection with the Services.
"Transfer Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).
"VAT"	means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of the Conditions and shall have effect as if set out in full in the body of the Conditions. Any reference to the Conditions includes the Schedules.

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1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** includes email but not fax.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.13 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.14 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. DURATION

2.1 The Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 17 (Termination), on the End Date, when it shall terminate automatically without notice.

3. SUPPLIER OBLIGATIONS

3.1 The Supplier shall:

3.1.1 perform the Services and provide the Deliverables and/or Products in accordance with the Purchase Order, the Specification and any applicable Milestones;

3.1.2 ensure that the Services, Deliverables and Products will conform in all respects with the Purchase Order, Schedule 1 and Schedule 3 and that the Deliverables and Products shall

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be of the best quality and fit for any purpose expressly or implicitly made known to the Supplier by L&P;

3.1.3 perform the Services with the highest level of care, skill and diligence in accordance with best industry practice and standards;

3.1.4 ensure that the Deliverables, the Products, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

3.1.5 if applicable, ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition;

3.1.6 co-operate with L&P in all matters relating to the Services and comply with L&P's instructions;

3.1.7 before the date on which the Services are to start, obtain and maintain during the term of this Agreement, all necessary licences and consents; and

3.1.8 observe all health and safety rules and regulations that apply at any of L&P's premises and comply with the Mandatory Policies and that have been communicated to it under clause 4.1.5.

3.2 In relation to the Supplier's personnel, the Supplier shall:

3.2.1 use the Key Personnel in the provision of the Services;

3.2.2 ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement;

3.2.3 promptly inform L&P of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by L&P, provide a suitably qualified replacement for such individual; and

3.2.4 use its best endeavours not to make any changes to the Key Personnel throughout the term of the Agreement and obtain the prior written approval of L&P (such approval not to be unreasonably withheld or delayed) to any replacements for such individuals.

4. L&P OBLIGATIONS

4.1 L&P shall:

4.1.1 co-operate with the Supplier in all matters relating to the Services;

4.1.2 provide the Supplier with reasonable access at reasonable times to the L&P's premises, data, and other facilities as may reasonably be requested by the Supplier and agreed with L&P in advance, for the purpose of providing the Services;

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4.1.3 use reasonable endeavours to provide to the Supplier all documents, information, items and materials required in order to perform the Services;

4.1.4 make available the L&P Materials to the Supplier, in such format as the Supplier reasonably requests in writing; and

4.1.5 inform the Supplier of all health and safety and Mandatory Policies that apply at L&P's premises to which the Supplier will require access or that otherwise shall apply.

5. PROJECT MANAGEMENT

5.1 L&P and the Supplier shall appoint a designated representative, who shall be the internal project managers (each a **Project Manager**), and shall notify the other party of the appointed Project Manager's name and contact details. Each party shall comply with their project management requirements as specified in this clause 5.

5.2 The L&P Project Manager shall have the responsibility for the overall progress of the Agreement and to whom all questions regarding this Agreement can be referred.

5.3 The Supplier agrees that the Supplier Project Manager shall attend meetings scheduled by the L&P Project Manager at reasonable intervals, to advise on all matters relating to the Agreement. Such meetings shall be on-site, off-site or via conference call, as appropriate.

5.4 The Supplier shall to the extent possible, give L&P reasonable written notice of any proposed holiday or leave of absence to be taken by the Supplier Project Manager.

5.5 The Supplier agrees that the Supplier Project Manager shall not be replaced during the term of this Agreement without notice to L&P, unless:

5.5.1 the appointed individual resigns from employment;

5.5.2 the contract of employment of the appointed individual is terminated; or

5.5.3 a written request to the Supplier is submitted by L&P to replace the appointed individual because they are performing unsatisfactorily or for any other reason.

5.6 If the individual appointed as the Supplier Project Manager is replaced, the Supplier shall consult with L&P regarding the identity of a suitable replacement.

6. **CHANGE CONTROL**

6.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties (or their authorised representatives). A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on: (i) the Services, the Deliverables and/or the Products; (ii) the Charges; (iii) the timetable for the Services; and (iv) any terms of this Agreement.

6.2 If either party wishes to make a change to the Services the Supplier shall, within a reasonable time period provide a draft Change Order to L&P.

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7. DELIVERY

7.1 The Supplier shall provide the Services specified in the Purchase Order to the Site(s) in accordance with the Milestones.

7.2 The Supplier shall deliver the Products specified in the Purchase Order to the Delivery Location on the Delivery Date.

7.3 Delivery of the Products shall be complete on the completion of the unloading of the Products at the Delivery Location (**Delivery**).

7.4 Title and risk in the Products shall pass to L&P on Delivery.

7.5 The Supplier shall not deliver the Products by instalments except with the prior written consent of the L&P.

7.6 If the Products are not delivered on the specified Delivery Date then without limiting any other right or remedy L&P may have, L&P may:

(a) refuse to take any subsequent attempted delivery of the Products;

(b) terminate the Agreement with immediate effect;

(c) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by L&P in obtaining such substitute products; and

(d) subject to clause 16 (Limitation of liability), claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Products on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering the Products to the extent that such failure or delay is caused by the L&P's failure to comply with its obligations under this Agreement.

7.7 If L&P fails to accept delivery of the Products on the specified Delivery Date, then, except where such failure or delay is caused by the Supplier's failure to comply with its obligations under this Agreement, the Order shall be deemed to have been delivered at 9.00am on the Delivery Date and the Supplier shall store the Products until delivery takes place, and charge L&P for all reasonable related costs and expenses (including insurance).

7.8 Each Delivery of Products shall be accompanied by a delivery note from the Supplier showing the Purchase Order number, date of the Purchase Order and type and quantity of Products included in the delivery. If the Supplier requires L&P to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying and any such returns shall be at the Supplier's expense.

8. SERVICE LEVELS

8.1 The Supplier shall ensure that the Services, and any Deliverables, meet or exceed the requirements under this Agreement, including those specified in the Purchase Order and/or Specification.

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8.2 If the Supplier fails to provide the Services and/or any Deliverables to the standards as set out in clause 8.1, L&P may, without prejudice to its other rights, require the Supplier to re-perform the applicable Services at no additional cost to L&P.

9. **ACCEPTANCE OF PRODUCTS**

9.1 L&P shall not be deemed to have accepted any Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.

9.2 If any Products delivered to L&P do not comply with clause 3.1 (Supplier's obligations) then without limiting any other right or remedy that L&P may have, L&P may reject those Products and:

(a) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within five Business Days of being requested to do so;

(b) require the Supplier to repay the price of the rejected Products in full (whether or not the L&P has previously required the Supplier to repair or replace the rejected Products); and

(c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that do not conform with the terms of this Agreement.

9.3 The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier under this clause.

9.4 If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 9.2(a), L&P may, without affecting its rights under clause 9.2(c), obtain substitute products from a third party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse L&P for the costs it incurs in doing so.

10. CHARGES AND PAYMENT

10.1 In consideration of the provision of the Services, Deliverables and/or Products by the Supplier, L&P shall pay the Charges.

10.2 The Supplier shall submit invoices for the Charges at the intervals specified in Schedule 2, or monthly in arrears, if not specified in Schedule 2.

10.3 L&P shall pay each invoice submitted to it by the Supplier within 30 days of the date of such invoice to a bank account nominated in writing by the Supplier.

10.4 All sums payable under this Agreement are exclusive of any VAT that may be payable by either party.

10.5 If L&P fails to make a payment due to the Supplier under this Agreement by the due date, then, without limiting the Supplier's remedies under clause 17 (Termination), L&P shall pay interest on the overdue sum from the due date until payment at the rate of 2% per annum

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above the base rate of Barclay's Bank Plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 In relation to the L&P Materials:

11.1.1 L&P and its licensors shall retain ownership of all Intellectual Property Rights in the L&P Materials; and

11.1.2 L&P grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the L&P Materials made available to the Supplier for the term of this Agreement solely for the purpose of providing the Services to L&P.

11.2 In relation to the Deliverables:

11.2.1 the Supplier assigns to L&P, by way of present assignment of future rights, with full title guarantee and free from all third party rights all Intellectual Property Rights in the Deliverables (excluding Intellectual Property Rights in any pre-existing Supplier Materials contained or embedded therein);

11.2.2 the Supplier grants L&P a fully paid-up a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to use all Supplier Materials where relevant to the performance of the Services and/or to the extent necessary to make use of the Intellectual Property Rights subsisting in the Deliverables;

11.2.3 L&P grants the Supplier a fully paid-up, revocable, non-exclusive, non-transferable, royalty-free, global licence for the term of the Agreement to use the Deliverables where relevant to the performance of the Services;

11.2.4 the Supplier shall, promptly at L&P's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as L&P may from time to time require for the purpose of securing for L&P all rights, title and interest in and to the Intellectual Property Rights in the Deliverables assigned to L&P in accordance with clause 11.2.1;

11.2.5 the Supplier shall obtain waivers of all moral rights in the Deliverables created by the Supplier to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or similar provisions of law in any jurisdiction; and

11.2.6 the Supplier shall not, without L&P's prior written consent, include any third party Intellectual Property Rights in the Deliverables. In the event that the Supplier is seeking L&P's consent pursuant to this clause 11.2.6, the Supplier shall provide to L&P full details of the applicable licence that applies to such third party Intellectual Property Rights and bring to L&P's attention any other matters in relation to such third party Intellectual Property Rights of which L&P should be made aware in accordance with Good Industry Practice.

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11.3 Without prejudice to L&P's other rights, in the event of a breach of clause 11.2.6, the Supplier shall provide a replacement to such third party Intellectual Property Rights at no additional cost to L&P.

11.4 The Supplier:

11.4.1 warrants that the receipt, use and onward supply of the Services, the Deliverables or the Products by L&P shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

11.4.2 shall indemnify L&P on demand in full against all liabilities, costs, expenses, damages and losses suffered or incurred by L&P (or any member of its group) arising out of or in connection with any claim brought against L&P (or any member of its group) for actual or alleged infringement of a third party's Intellectual Property Rights arising from, or in connection with, the receipt, use or supply of the Services, the Deliverables and/or the Products (excluding the L&P Materials).

12. INSURANCE

During the term of this Agreement the Supplier shall maintain in force, with a reputable insurance company: (i) professional indemnity insurance at an amount not less than £1 million, and (ii) product liability insurance for not less than £1 million, and shall, on L&P's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

13. COMPLIANCE

13.1 Each party shall comply with all Applicable Laws and shall not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption laws including, but not limited to, the UK Bribery Act 2010.

13.2 Each party shall cooperate and assist upon request by the other party with any and all dealing with any relevant regulatory authority and shall otherwise cooperate with any regulatory authority.

13.3 Each party shall comply at all times with the Modern Slavery Act 2015.

13.4 Each party undertakes that it shall in the future refrain from any conduct or circumstances within any part of its business or supply chain anywhere in the world that may constitute "*slavery and human trafficking*" (as defined in section 54 of the Modern Slavery Act 2015).

13.5 During the term of this Agreement and for six years after the termination of this Agreement the Supplier shall maintain such records relating to its obligations under this Agreement as may be necessary to trace to supply chain of the Services, the Deliverables and the Products (as applicable) and to enable L&P to determine the Supplier's compliance with clauses 13.1 and 13.3.

13.6 Each party and their contractors and agents shall seek and purchase goods and materials in order to fulfil its obligations under this Agreement that are ethically sourced and are produced and delivered under conditions that do not involve the abuse or exploitation of any

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persons encompassing: (i) child/forced labour; (ii) conditions of work; (iii) health and safety; (iv) discrimination; (v) wages; (vi) hours of work; and (vii) environment.

14. **DATA PROTECTION**

14.1 Each party shall comply with its respective obligations under the Data Protection Legislation.

14.2 Each party shall use reasonable endeavours to ensure that it does not act or omit to act in a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.

14.3 The parties shall co-operate in good faith to ensure as far as reasonably possible that each party is able to perform its obligations under this Agreement in compliance with the Data Protection Legislation.

14.4 Where the Supplier acts as a processor on behalf of L&P (as a controller), the provisions in Schedule 5 shall also apply.

14.5 If during the term of the Agreement the Data Protection Legislation changes in a way that this Agreement is no longer adequate or appropriate for compliance with the Data Protection Legislation, the parties agree that they shall negotiate in good faith to review this Framework Agreement in light of the current Data Protection Legislation and amend, terminate and/or replace this clause and the relevant schedule, as appropriate.

15. CONFIDENTIALITY

15.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's Confidential Information:

15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 15; or

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15.4 In the interests of transparency about public funding, L&P publicly reports the following information for each payment at or above a de minimis threshold of £250 (exc VAT): (a) name of the supplier; (b) general description of services; and (c) amount of payment, (together, the **Transparency Information**).

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15.5 For the avoidance of doubt, the Transparency Information shall not be considered to be Confidential Information for the purposes of this Agreement.

15.6 Unless otherwise directed by L&P, the Supplier shall not make any press announcements or publicise this Agreement in any way without L&P's prior written consent.

15.7 L&P shall be entitled to publicise this Agreement in accordance with any legal obligation on L&P.

15.8 The Supplier shall not do anything that may damage the reputation of L&P or bring L&P into disrepute.

16. **LIMITATION OF LIABILITY**

16.1 Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) any indemnity given under this Agreement; (d) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (e) any other liability which cannot be legally limited or excluded by Applicable Law.

16.2 Subject to clause 16.1 neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; or (vi) special, indirect or consequential damage or loss arising under or in connection with this Agreement.

16.3 Subject to clause 16.1 each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to two times (2x) the Charges paid and/or payable by L&P under this Agreement or £250,000, whichever is greater.

16.4 The Supplier undertakes to L&P that it shall take all reasonable steps to ensure no employees of the Supplier are or will be eligible to transfer to the employment of L&P under the Transfer Regulations (or that any liability in connection with such employees will so transfer) in connection with the termination of the Services (or any part thereof).

16.5 The Supplier shall indemnify L&P on demand against all costs and losses (including reasonable legal expenses and any awards payable to any employee(s) resulting from any subsequent termination of the employee's employment by L&P provided such termination is made within twelve months of the individual(s) becoming an employee(s) of L&P) arising in connection with the operation of the Transfer Regulations or any right, assertion or claim by an employee or any former employee or any employee representative of the Supplier that L&P has obligations, duties to or is otherwise liable to him or her under the Transfer Regulations, in so far as they apply to the Services.

16.6 The rights of the parties under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

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16.7 If the Supplier is required to indemnify L&P under this Agreement, L&P shall:

16.7.1 notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the applicable indemnity under this Agreement (**Claim**);

16.7.2 allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that the Supplier shall obtain L&P's prior approval of any settlement terms, such approval not to be unreasonably withheld;

16.7.3 provide the Supplier with such reasonable assistance regarding the Claim as is required by the Supplier, subject to reimbursement by the Supplier of L&P's costs so incurred; and

16.7.4 not, without prior consultation with the Supplier, make any admission relating to the Claim or attempt to settle it, provided that the Supplier considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the reputation of L&P into disrepute.

17. **TERMINATION**

17.1 Either party may terminate this Agreement on not less than thirty (30) days' written notice.

17.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

17.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;

17.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; and

17.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

18. **CONSEQUENCES OF TERMINATION**

18.1 On termination or expiry of this Agreement:

18.1.1 the Supplier shall immediately deliver to L&P all Products ordered under the Purchase Order, and all Deliverables whether or not then complete;

18.1.2 the Supplier shall immediately cease providing the Services;

18.1.3 L&P shall pay any outstanding amounts due for work performed including undisputed invoices promptly for the Services and/or the Products provided under this Agreement whether completed or partially completed at time of termination.

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18.1.4 each party shall promptly:

(a) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply of the Services under this Agreement;

(b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;

(c) erase all the other party's Confidential Information from its computer systems (to the extent possible); and

(d) on request, certify in writing to the other party that it has complied with the requirements of this clause; and

18.1.5 the following clauses shall continue in force: clause 1 (Interpretation); clause 11 (Intellectual property rights); clause 13 (Compliance); clause 14 (Data protection); clause 15 (Confidentiality); clause 16 (Limitation of liability); clause 18 (Consequences of termination); and clause 21 (Variation and Waiver) to clause 28 (Governing law and jurisdiction).

18.2 Termination or expiry of this Agreement shall 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.

19. FORCE MAJEURE

19.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; and (vii) interruption or failure of utility service.

19.2 Provided it has complied with clause 19.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations, including the obligation to pay any charges or fees under the Agreement. The time for performance of such obligations shall be extended accordingly.

19.3 The Affected Party shall:

19.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure

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Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

19.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving seven (7) days' written notice to the Affected Party.

20. ASSIGNMENT AND OTHER DEALINGS

Neither party shall, without the other party's prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

21. **VARIATION AND WAIVER**

21.1 Subject to clause 6 (Change control) no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.2 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

21.3 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

22.2 If any provision or part-provision of this Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

23.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

24. NO PARTNERSHIP OR AGENCY

24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

26. NOTICES

26.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

26.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or

26.1.2 sent by email to the following email addresses:

(a) L&P Project Manager email address, as set out in the Purchase Order; and

(b) Supplier Project Manager email address, as set out in the Purchase Order.

26.2 Any notice shall be deemed to have been received:

26.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address (or, if delivery is not in business hours, at 9.00am on the first Business Day following delivery);

26.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

26.2.3 if sent by email: (i) at the time of transmission; or (ii) if this time falls outside business hours in the place of receipt, when business hours resume.

26.3 In this clause 26, **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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26.4 This clause does not apply to the service of any proceedings or any documents in any legal action.

27. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28. GOVERNING LAW AND JURISDICTION

28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Services and Deliverables

Specific PR services provide by MMGY NJF may include (but not limited to)

1. **Strategic planning**

Work with in-house press and marketing teams at L&P to develop a clear PR strategy for the duration of the campaign.

Deliverables:

- Ongoing strategic counsel to London & Partners team
- Attend PR planning and update meetings with client teams and wider stakeholders when needed
- Develop planning document for always-on activity – including calendar of planned and proactive news stories
- Produce PR plans around campaign spike moments

2. **Tactical PR activity: idea generation and execution**

Lead on the creation and execution of original PR ideas and tactics to drive audience engagement

Deliverables:

- Build original news stories each month as part of always-on activity – linked to campaign themes. 2-3 per month.
- Integrate key messages throughout stories across targeted publications outlined in agreed upon media hot list
- Identify proactive news hijacking opportunities and deliver PR activity against these
- Plan and execute overseas press trips to London in collaboration with L&P press team and partners. Host 15-20 target journalists on assignment via group or individual press trips.

3. **Content creation**

Provide writing and messaging support for in-house teams at L&P

Deliverables:

- Creation of PR copy across the following forms of content: media materials, media pitches, briefing documents, press release drafting and thought leadership content

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4. **Media relations**
Work with L&P and Mayor of London/GLA press teams to devise, pitch and secure the placement of PR stories and campaign coverage, including interviews with the Mayor and other campaign figureheads, across US print, online and broadcast media. Focussing on those titles that the in-house teams would not usually be able to deliver coverage in or don't have the contacts – including US travel, consumer, lifestyle, national and regional press

Deliverables:
- Act as our press office in the US, maintaining regular contact with key journalists to identify longer lead feature opportunities
- Maintain and share updated an agreed upon media hot list for always on and campaign spike moments
- Secure media interviews and op-ed opportunities with key campaign spokespeople
- Proactively sell-in press releases and campaign announcements to journalists
- Pitch to journalists to secure interest for press trips to London

5. **Activation execution (for key campaign moments, including the launch in May)**
Lead on the creation and delivery of PR activity in support of activation activity and campaign moments, to drive earned media.

Deliverables:
- Develop bespoke content and ideas to drive high impact earned media results – including the development of photo/broadcast moments
- Liaise with media to secure their attendance for any campaign launches or events
- Media handling at launch and media visits

6. **Influencer identification and engagement**
Identification and engagement with influencers to drive engagements throughout the duration of the campaign

Deliverables:
- Create influencer target list aligned to key PR moments and campaign themes
- Lead on outreach to influencers and their agents to secure their support for the campaign
- Manage influencer engagement and amplification of content around launch moments

7. **Reporting and measurement**
Tracking and measurement of results against agreed KPIs

Deliverables:
- Produce monthly coverage tracking and report documents – to include all print, online, broadcast coverage and influencer engagement figures

The above work should be aligned to KPIs agreed by both parties in the first few weeks of working together.

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Schedule 2 Charges

	YEAR 1	YEAR 1	Services included in the price
Item	Unit Price (Monthly)	Total Price (Annual)	
March monthly retainer fee (based on half a month's work)	$8,000	n/a	Approximately 43 hours work/half-a-month **Month specific:** • Onboarding • Development of a proprietary media database of local, regional and national print, online and broadcast contacts • Editorial calendar development for story angles • Big idea planning – for launch moment **Ongoing - each month:** • Strategic Counsel • Trendspotting • Distribute approximately 2-3 pitches or press releases per month • Fulfilment of media requests and reactive outreach in response to story leads • Leverage key spokespeople for ongoing news engine and targeted pitching • Influencer relations - vetting of non-paid and paid influencers • Press and Influencer trip planning and execution (1 group and ongoing individual) • Reporting
April monthly retainer fee	$16,000	n/a	Approximately 86 hours/month **Month specific:** • NYC media tour planning and execution • Planning around media launch moment • Draft press release for campaign launch • Begin media outreach around launch **Ongoing - each month:** • Strategic Counsel • Trendspotting • Proactive and Reactive News Engine - ongoing development

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			of media pitches and media outreach • Campaign Planning and execution of 1 Big Idea that was proposed or another of client's choice
May monthly retainer fee	$16,000	n/a	Approximately 86 hours/month **Month specific:** • Execution of launch PR activity in NYC • Draft press release for campaign launch • Pitching to media around campaign launch moments **Ongoing - each month:** • Strategic Counsel • Trendspotting • Distribute approximately 2-3 pitches or press releases per month • Fulfilment of media requests and reactive outreach in response to story leads • Leverage key spokespeople for ongoing news engine and targeted pitching • Influencer relations - vetting of non-paid and paid influencers • Press and Influencer trip planning and execution (1 group and ongoing individual) • Reporting
June monthly retainer fee	$16,000	n/a	Approximately 86 hours/month **Ongoing - each month:** • Strategic Counsel • Trendspotting • Distribute approximately 2-3 pitches or press releases per month • Fulfilment of media requests and reactive outreach in response to story leads • Leverage key spokespeople for ongoing news engine and targeted pitching • Influencer relations - vetting of non-paid and paid influencers

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			• Press and Influencer trip planning and execution (1 group and ongoing individual) • Reporting
July monthly retainer fee	$16,000	n/a	Approximately 86 hours/month **Ongoing - each month:** • Strategic Counsel • Trendspotting • Distribute approximately 2-3 pitches or press releases per month • Fulfilment of media requests and reactive outreach in response to story leads • Leverage key spokespeople for ongoing news engine and targeted pitching • Influencer relations - vetting of non-paid and paid influencers • Press and Influencer trip planning and execution (1 group and ongoing individual) • Reporting
August monthly retainer fee	$16,000		Approximately 86 hours/month **Ongoing - each month:** • Strategic Counsel • Trendspotting • Distribute approximately 2-3 pitches or press releases per month • Fulfilment of media requests and reactive outreach in response to story leads • Leverage key spokespeople for ongoing news engine and targeted pitching • Influencer relations - vetting of non-paid and paid influencers • Press and Influencer trip planning and execution (1 group and ongoing individual) • Reporting
September monthly retainer fee based on half month work)	$8,000	n/a	Approximately 43 hours/half-a-month **Ongoing - each month:** • Strategic Counsel • Trendspotting • Distribute approximately 2-3 pitches or press releases per month

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			• Fulfilment of media requests and reactive outreach in response to story leads • Leverage key spokespeople for ongoing news engine and targeted pitching • Influencer relations - vetting of non-paid and paid influencers • Press and Influencer trip planning and execution (1 group and ongoing individual) • Reporting
Total retainer fees spend	$96,000		Monthly Fee for 6 Months; does not include incremental spend
Activations spend (**to be released following sign off from London & Partners team once ideas have been scoped and costed)**	$75,000-$100,000	n/a	To be spent on at least one agreed campaign activation(s). The number of activations will depend on quality of ideas and will be reviewed on a case-by-case basis. To include activity such as: -Launch PR moment -Additional activations (beyond launch) *NB: A separate pot has been allocated for press/influencer trip activity*
GRAND TOTAL	**Up to $196,000*** ***depending on level of activations spend**		
PLEASE NOTE - PRICING SHOULD BE BASED ON THIS BEING A NEW CONTRACT AND MUST BE EXCLUSIVE OF VAT			

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Schedule 3 Specification

The scope of work relates to a 6-month project from 15 March 2022 to 15 September 2022.

MMGY NJF will act as London & Partners' chosen US-based consumer agency to deliver high impact PR activity as part of our wider marketing campaign to attract additional international (US) visits to London in 2022-23.

As London's official destination agency, London & Partners will work with the city's tourism industry partners to deliver an international marketing campaign to attract visitors back to London after a significant loss in international tourism since the pandemic.

PR will form a key part of this campaign and we require your support to deliver high impact earned media results **across all PR objectives (outlined below).**

PR Objectives

- Deliver high impact PR activity that inspires US consumer audiences to consider London as a destination to visit, achieving coverage against agreed KPIs in top tier US consumer/lifestyle/national/regional media
- Maintain a steady drumbeat of high-tier PR coverage throughout the duration of the campaign to increase awareness of London as a visitor destination
- Utilise range of earned media channels to promote London's unique travel offer to campaign audiences, aligned with key campaign messages
- Drive positive sentiment of London as a leading visitor destination in US media

In line with the objectives mentioned above, we want to ensure that we place our key messages in a broad range of media and channels, including (but not limited to):

- Top tier US national and regional media – print, online and broadcast
- Leading US consumer, lifestyle, travel media
- Further amplification through digital channels and social platforms – including influencer channels

There are two main areas that we require PR support for during the campaign:

1. **Always-on PR activity/News engine model (covered predominantly by retainer fees)** We want to maintain a steady drumbeat of high impact PR activity throughout the duration of the campaign. We want to consistently reach a diverse set of US target audiences, maximising a range of creative story ideas, media pitches and PR channels.

2. **Develop and execute PR plans around key campaign moments (including the launch of the campaign).** We want to develop a PR strategy and tactical ideas around key campaign moments. The launch of the campaign in May will be a big focus; however we expect there to be other moments/activations we can leverage during the 6 month period. We require an agency to develop and execute PR ideas that ultimately inspire US audiences to choose London as a holiday destination.

Campaign Milestones

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We require your ongoing support for the duration of the campaign, however the following moments have been identified as potential key milestones for us to plan significant PR activity around:

- Launch of the campaign in NYC (to coincide with Mayor of London visit: w/c 9th May
- Queen's Platinum Jubilee Celebrations in London: 2-5th June
- London Hotel Week: (exact date – TBC) – depending on feasibility of idea

NB: More defined milestone moments for the campaign are to be mapped out by the London & Partners team in due course.

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Schedule 4 Mandatory Policies

Not applicable in this instance

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Schedule 5 Data Processing Terms

1. **Data Processing Particulars**

The description of the specific processing under this Schedule is set out in the Data Processing Particulars. The Parties will update the Data Processing Particulars, if required under the Agreement.

29. **Supplier Obligations**

29.1 The Supplier shall process Protected Data only in accordance with L&P's documented instructions. These may be specific instructions or instructions of a general nature as set out or provided for in the Agreement. For the avoidance of doubt, nothing in this Schedule shall prevent the Supplier from processing Protected Data where it is required to do so under applicable English law. In such circumstances, the Supplier shall notify L&P in advance of that legal requirement unless applicable law prohibits such notification on important grounds of public interest.

29.2 The Supplier shall inform L&P immediately if, in its reasonable opinion, an instruction issued in accordance with paragraph 2.1 would result in either Party breaching Data Protection Legislation.

29.3 All Protected Data shall be treated as strictly confidential by the Supplier and may not be copied, disclosed or processed in any way (i) without the express authority of L&P or (ii) unless required by law or any relevant regulatory body (as described in paragraph 2.1 above).

29.4 The Supplier warrants that all individuals who it authorises to process Protected Data on behalf of L&P, including employees and contractors, are obliged to protect the confidentiality of such Protected Data.

29.5 Where the Supplier processes Protected Data (whether stored in the form of physical or electronic records) on behalf of L&P it shall:

29.5.1 process Protected Data only to the extent, and in such a manner, as is necessary in order to comply with its obligations under the Agreement;

29.5.2 implement appropriate technical and organisational measures to protect the Protected Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure in compliance with obligations set out in Data Protection Legislation, including, where appropriate:

(a) the pseudonymisation and encryption of Protected Data;

(b) ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) restoring the availability and access to Protected Data in the event of a physical or technical incident; and

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(d) regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring security of the processing;

29.5.3 in furtherance of its obligations in paragraph 2.5.2, implement and maintain as a minimum the security measures set out in the Data Processing Particulars;

29.5.4 if so requested by L&P, within a reasonable timeframe supply details of the technical and organisational measures in place to safeguard the Protected Data, and otherwise make available to L&P all information necessary to demonstrate compliance with the obligations set out in clause 14, this Schedule 5, the Data Processing Particulars and the Data Protection Legislation; and

29.5.5 on reasonable prior notice, permit persons authorised by L&P to enter any premises on which Protected Data is processed on behalf of L&P and to inspect the Supplier's systems to ensure that sufficient security measures are in place.

30. Third Party Subprocessors

30.1 L&P acknowledges that the Supplier may rely on Subprocessors for its processing of Protected Data, or certain aspects of such processing. On entering into this Data Processing Agreement, L&P hereby approves the use by Supplier of those Subprocessors set out in the Data Processing Particulars ("**Approved Subprocessors**").

30.2 Without prejudice to paragraph 3.1 above, the Supplier shall not transfer or disclose any Protected Data to any party or sub-contract any processing function without verifying that the Subprocessor provides sufficient guarantees to protect the Protected Data.

30.3 The Supplier shall provide reasonable prior written notice to L&P where the Supplier wishes to engage a Subprocessor (in addition to an Approved Subprocessor) to process the Protected Data and shall provide, upon L&P's request, the identity and location of the Subprocessor and a description of the processing to be subcontracted or outsourced to such Subprocessor.

30.4 Having received notice of the Supplier's intention to engage a Subprocessor to process the Protected Data pursuant to paragraph 3.3 above, if L&P reasonably believes that such Subprocessor presents an unreasonable risk to L&P or prevents (or may prevent) L&P from complying with Data Protection Legislation, L&P may, within thirty (30) days of receiving such notice from the Supplier:

30.4.1 notify the Supplier that it objects to the Subprocessor and ask the Supplier to provide an alternative third party contractor which the Supplier shall in good faith seek to achieve; and/ or

30.4.2 on no less than thirty (30) days written notice to the Supplier, terminate the Agreement and receive a pro rata refund of any unused Charges paid in advance for the remainder of the duration of the Agreement.

30.5 If L&P does not object to the use of a Subprocessor notified to L&P by the Supplier within thirty (30) days of L&P receiving such notice from the Supplier, the Supplier may proceed to engage the Subprocessor and then shall enter into a written contract with the Subprocessor

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which (i) contains obligations that are at least as protective of Protected Data as those contained in this Schedule 5, (ii) permits both L&P and the Supplier to enforce those obligations, (iii) is governed by English law, and (iv) automatically terminates upon termination of this Agreement.

30.6 For the avoidance of doubt, the Supplier remains fully liable to L&P for the performance of the obligations of any Subprocessor (including Approved Subprocessors).

31. Complaints and Rights of Data Subjects

31.1 The Supplier shall ensure that it protects the rights of Data Subjects under Data Protection Legislation and shall:

31.1.1 promptly notify L&P in writing (within no more than two (2) working days) if it receives:

(a) a Data Subject Request; or

(b) a complaint or request relating to L&P's obligations as a controller under Data Protection Legislation; and

31.1.2 provide L&P with full co-operation and assistance in relation to any such complaint or request made, including by:

(a) promptly providing L&P with full details of any complaint or request and any additional information requested by L&P;

(b) taking all steps necessary to enable L&P to comply with a request from a Data Subject within the relevant timescale set out in Data Protection Legislation and in accordance with L&P's reasonable instructions;

(c) providing L&P with any Protected Data the Supplier holds in relation to a Data Subject (within the timescales required by L&P);

(d) using appropriate technical and organisational measures, as far as this is possible, to assist L&P to respond to requests from Data Subjects to exercise their rights; and

(e) ensuring that (other than as set out above) no reply or other communication is made in response to such complaint or request unless approved by L&P.

32. **Security Breaches**

32.1 The Supplier shall notify L&P without undue delay after becoming aware of any Data Security Breach and in any event no later than twelve (12) hours after becoming aware, and shall include in that notification a full description of:

32.1.1 the nature of the Data Security Breach including details of the Protected Data and categories and approximate numbers of Data Subjects affected;

32.1.2 categories and approximate numbers of records containing Protected Data affected;

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32.1.3 the likely consequences of the Data Security Breach; and

32.1.4 the measures taken or proposed to be taken by the Supplier to address the Data Security Breach, including, where appropriate, measures to mitigate its possible adverse effects.

32.2 In the event of a Security Breach arising:

32.2.1 the Supplier shall provide all assistance to L&P as reasonably required, including ongoing reporting and information about the Data Security Breach and assistance with L&P's internal investigations;

32.2.2 where requested by L&P, the Supplier shall provide notifications to affected Data Subjects, affected entities or the Information Commissioner's Office (where such notifications must be approved by L&P before dissemination);

32.2.3 the Supplier shall maintain records of all information relating to the Data Security Breach; and

32.2.4 the Supplier shall take all measures as necessary to prevent a future Data Security Breach from occurring again.

33. Data Protection Impact Assessments / Consultations with the ICO

33.1 The Supplier shall provide reasonable assistance to L&P with any data protection impact assessments required under Data Protection Legislation and prior consultations with the Information Commissioner's Office which L&P reasonably considers to be required by Data Protection Legislation, in each case solely in relation to Protected Data processed under this Agreement and taking into account the nature of the relevant processing activity and information available to the Supplier.

34. Transfers outside the UK

34.1 The Supplier shall not transfer Protected Data outside of the UK unless the prior written consent of L&P has been obtained and the following conditions are fulfilled:

34.1.1 L&P or the Supplier has ensured the Protected Data is being transferred to an adequate country or, if not, that appropriate safeguards are in place in relation to the transfer in accordance with Data Protection Legislation as determined by L&P;

34.1.2 the Data Subject has enforceable rights and effective legal remedies;

34.1.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an appropriate level of protection to any Protected Data that is transferred; and

34.1.4 the Supplier complies with any reasonable instructions notified to it in advance by L&P with respect to the processing of the Protected Data.

35. Duration of Processing

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35.1 The Supplier shall process the Protected Data as required under this Agreement, until the sooner of:

35.1.1 termination or expiry of the Agreement; or

35.1.2 L&P reasonably requesting (orally or in writing) that the Supplier stops processing the Protected Data.

35.2 The Supplier agrees that, on the occurrence of any of the circumstances set out in paragraph 8.1, the Supplier shall:

35.2.1 transfer a copy of all Protected Data held by it to L&P in a format reasonably requested by L&P; and/or

35.2.2 at L&P's request, destroy all such Protected Data (including back-ups and copies) using a secure method which ensures that it cannot be accessed by any third party and shall provide L&P with written confirmation of secure disposal.

35.3 For the avoidance of doubt, the Supplier's compliance with paragraph 8.2 shall be without prejudice to UK legal and regulatory requirements on the Supplier to retain Protected Data.

35.3.1 All obligations placed on the Supplier in this Schedule shall remain enforceable upon its termination for as long as paragraph 8.2 (which shall survive termination of this Agreement for any reason) remains to be complied with, or the Supplier continues to process Protected Data.

London & Partners Limited	MMGY Global
Authorized Signature	Julie Freeman (Apr 4, 2022 09:28 EDT) Authorized Signature
Rose Wangen-Jones, Managing Director	Julie Freeman, EVP and Managing Director
Print Name and Title	Print Name and Title
Apr 3, 2022	Apr 4, 2022
Date	Date

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