

LICENCE AGREEMENT
LONDON 2012 SUPPLIER RECOGNITION

THIS LICENCE AGREEMENT is made on 8 February 2013 13:53

BY:

British Olympic Association ("BOA") of 60 Charlotte Street, London W1T 2NU

in favour of

Elliott Group Ltd ("Supplier") of Delta Way, Cannock, WS11 0BE, Staffordshire, UK

CONTEXT:

(A) The BOA is the National Olympic Committee for Great Britain and Northern Ireland. All rights of association connected to the Olympic Movement in the UK vest in the BOA (and globally with the International Olympic Committee ("**IOC**")) in accordance with the Olympic Charter and the Olympic Symbols etc (Protection) Act 1996.

(B) The Supplier was a supplier of goods and/or services to either the Olympic Delivery Authority ("**ODA**") or the London Organising Committee of the Olympic Games and Paralympic Games Limited ("**LOCOG**") (or to a supplier to one of those organisations) and the supply was solely and distinctly related to the delivery of the London 2012 Games and the Supplier is not to the best of its knowledge a competitor of an IOC Olympic Partner nor in an Excluded Category as set out in the Application Form ("**Eligible Games Supplier**"). The Supplier has been bound by the 'No Marketing Rights' provisions in its contracts and/or invoices with the ODA and/or LOCOG and those 'No Marketing Rights' provisions remain in force and operative unless otherwise varied by this Agreement.

(C) This Agreement sets out the terms and conditions upon which the BOA is granting the Supplier the ability to make references to its provision of goods and/or services to the ODA or LOCOG in consideration for the Supplier providing the BOA with certain information in its application for the licence that it can pass on to the agreed stakeholders identified therein.

1. GRANT OF RIGHTS

1.1. In recognition that the Supplier is an Eligible Games Supplier, the BOA grants to the Supplier the following rights subject to and in accordance with the terms and conditions of this Agreement:

- (i) the right to use the designation as provided for in Schedule 1 (Designation) (the "**Designation**"); and
- (ii) the right to use appropriate imagery from the ODA image library ("**Imagery**"),

together the "**Rights**".

1.2. The Rights may only be exercised in the UK (except as expressly permitted by this Agreement) and in accordance with the provisions of this Agreement in the manner set out in tabular form in Schedule 2 (Rights and Usage).

1.3 The Supplier understands, acknowledges and agrees that:

- (i) the grant of Rights is expressly and only for the purposes of describing the Supplier's provision of goods and/or service to the ODA or LOCOG in a factually accurate and historical context for editorial and business credentials use;
- (ii) the Rights may not be used in paid for or 'above the line' advertising of any kind using any communications tools or media

platforms, whether business-to-business or business-to-consumer, or with the intention of gaining exposure for any Supplier brand;

(iii) neither the Designation nor any other materials in respect of which the Rights are exercised may be reproduced in the London 2012 fonts or colour scheme or in a font size disproportionate to the rest of the relevant communication; and

(iv) the Rights may not be used in any manner which expressly or impliedly creates any kind of sponsorship, merchandising, endorsement, promotion relationship or any other kind of marketing association by or between the Supplier and the BOA, Team GB, ODA, LOCOG, the IOC or any other organisation, team or individual which or whom forms part of or is associated with the Olympic Movement.

1.4. The Rights may be used by the Supplier from the date of this Agreement until 31 December 2015 (the "**Term**"). After 31 December 2015 the Supplier may not use the Designation or Imagery however the Supplier may still list the relevant organisation (ODA or LOCOG) in its client list (with other clients and without undue emphasis).

1.5. The BOA will not require the Supplier to submit all uses for pre-approval. However if the BOA notifies the Supplier that its use of the Rights is incorrect, the Supplier undertakes to make the necessary changes as soon as possible. The Supplier may contact the BOA for advice and assistance on: admin@srs2012.com

1.6. For the avoidance of doubt the Supplier may not at any time use London 2012 logos or any logos or names or other intellectual property of the IOC, the BOA or the British Paralympic Association ("**BPA**").

2. COLLECTION OF INFORMATION

2.1. The Supplier consents to the collection by the BOA of the information contained in this Licence and the Application Form and consents to the provision of that information to the Department for Culture, Media and Sport ("**DCMS**") and any person authorised by DCMS, for purposes including trade promotion. The Supplier also consents to the provision of that information to the IOC.

3. LETTER TO CONFIRM

3.1. The Supplier agrees to provide a Letter to Confirm (the template is attached as Schedule 3 (Letter to Confirm)) to any person or company who made a supply of goods or services to the Supplier provided that supply was solely and distinctly related to the delivery of the London 2012 Games.

4. REPRESENTATIONS AND WARRANTIES

4.1. The Supplier warrants and represents that the information and documentation it has provided to prove it is an Eligible Games Supplier, and all other information supplied in its Application Form and any Letter to Confirm it issues, is true, accurate and not misleading.

5. DEFAULT

5.1. If the warranty given in clause 4.1 (and the documentation therefore provided to prove Eligible Games Supplier status) is incorrect in any material aspect, this Agreement will terminate automatically.

5.2. If the Supplier uses the Rights in any way that is inconsistent with the terms and conditions of this Agreement the BOA will issue a notice of default ("**Notice of Default**"). If the Supplier does not rectify the default to the sole satisfaction of the BOA within thirty (30) days of the date of the Notice of Default, the Agreement will terminate automatically.

5.3. If the Supplier makes or attempts to make an association with the London 2012 Games, LOCOG, ODA, the BOA, the BPA, the IOC, the Olympic Movement or the Paralympic Movement in a way that is not provided for in this Agreement the BOA will issue a Notice of Default. If the Supplier does not rectify the default to the sole satisfaction of the BOA within thirty (30) days of the date of the Notice of Default, the Agreement will terminate automatically.

5.4. In the event that this Agreement is terminated either in accordance with this clause 5 or at the end of the Term, the Supplier must immediately cease to use all the Rights.

6. TERMINATION AND CONSEQUENCES OF TERMINATION

6.1. The Agreement will automatically terminate on 31 December 2015.

6.2. The Agreement will terminate if the BOA determines that a Default has not been satisfactorily remedied in accordance with clauses 5.2 and 5.3.

6.3. In the event that this Agreement is terminated either in accordance with this clause 6 or at the end of the Term, the Supplier must immediately cease to use all the Rights. Subject to the nature of termination of this Agreement, the Supplier will be allowed (at the sole discretion of the BOA) a short period of no more than three (3) months from the date of termination in which to run off stocks of stationary that include the Designation.

6.4. The BOA reserves the right to terminate the Agreement without cause if requested to do so by the IOC.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

8. TERMINATION AND CONSEQUENCES OF TERMINATION

8.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one (1) counterpart.

8.2. Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

THIS AGREEMENT takes effect at the date written at the beginning of it.

Executed by **Emma Bloomer** for and on behalf of **Elliott Group Ltd** as agreed and acknowledged in the declaration in the Scheme Application Form.

Executed by **Andrew Hunt** for and on behalf of the **British Olympic Association**

SCHEDULE 1

DESIGNATION

“Supplier of modular buildings (Olympic venues) to the London 2012 Games”

SCHEDULE 2
RIGHTS AND USAGE

SUPPLIER ACTIVITY	RIGHTS
"Designation"	Permitted. Supplier is given designation in the following form: "Supplier of modular buildings (Olympic venues) to the London 2012 Games"
Use of Games logos and fonts	Not permitted.
Use of ODA images	Permitted. Appropriate images from the ODA image library permitted subject to meeting the terms and conditions set by the ODA.
Paid-for advertising	Not permitted.
Correspondence and presentations	Permitted within the body of the communication/presentation.
Editorial works	Permitted. Designation may be included in all forms of editorial works (e.g. articles in trade magazines, academic publications, and general newspapers and periodicals). Supplier may describe Games work to any reporter / writer preparing editorial work.
Newsletters (including e-newsletters) to clients	Permitted as long as at least one (1) other example of non-Games work is given and only sent to database registrants based in the UK. ODA images permitted.
Webpage of recent work	Permitted on UK section of website (not homepage) as long as at least one (1) other example of non-Games work is given. ODA images permitted.
Sign at trade show / expo in and outside the UK	Permitted as long as at least two (2) other examples of non-Games work are given. ODA images permitted.
Pitch / tender documentation in and outside the UK	Permitted for direct, one-to-one pitches and as long as at least two (2) other examples of non-Games work are given and Games work is not given undue prominence. ODA images permitted.
Industry awards	Permitted together with ODA images.
Client lists	Permitted as long as other non-Games clients included. ODA images permitted.
Company Intranet and staff newsletters	Permitted.
Annual report	Permitted.

SCHEDULE 3

LETTER TO CONFIRM

[INSERT COMPANY LETTERHEAD]

British Olympic Association
60 Charlotte Street
London W1T 2NU

[insert date]

LETTER TO CONFIRM SUPPLY TO THE LONDON 2012 GAMES

We confirm that:

[insert name of person or company issuing the letter] (the "**Issuer**") was a supplier of [insert name of goods or services] to [insert name of supplier in tier above - Note: in the case of tier 1 suppliers this will be LOCOG or the ODA. In the case of tier 2 suppliers it will be the name of the tier 1 supplier, etc.]

[insert name of applicant for Letter to Confirm] (the "**Applicant**") was a supplier of [insert name of goods and services] to the Issuer and that this supply was solely and distinctly related to the delivery of the London 2012 Games.

I understand that the British Olympic Association (the "**BOA**") will use this information for the purposes of determining whether to grant a licence allowing the Applicant to make reference to the fact of that supply on the terms set out in that licence. I agree that the BOA may provide the information included in this letter to the Department for Culture, Media and Sport ("**DCMS**") and any person authorised by DCMS, for purposes including trade promotion.

Signed: [duly authorised signatory of Company to sign here]

Name of signatory: [insert name of signatory]

Title of signatory: [insert title of signatory]

Date: [insert date]