

28th April, 2022

Mr Simon Rees
Head of International Relations, Travel
The Mayor's Office,
City Hall.
Kamal Chunchie Way,
London.
SE16 1ZE

Dear Mr. Rees:

United Airlines, Inc. ("**United**") is pleased to enter into this letter agreement (this "**Agreement**") with the Greater London Authority (the "**Organization**"), at City Hall, Kamal Chunchie Way, London SE16 1ZE, in connection with 2022 Mayor's visit to the United States in May 2022 (the "**Event**").

Obligations of the Organization

1. In consideration of United's support, as described below in the section entitled "Obligations of United", the Organization agrees to provide United the following promotional opportunities in connection with the Event:

- United are, where and whenever appropriate, invited to join the Mayoral events during the May visit from London Heathrow to New York, San Francisco and Los Angeles.
- United Corporate Communications will liaise with the Mayor's office to optimize all appropriate PR opportunities.
- Recognition of United by Mayor Sadiq Khan at external events across the three cities.
- United logo to be included on event signage as/where appropriate.
- United to have the opportunity to provide promotional information and materials in delegate gift bags.
- United to have the opportunity for a United team member to join the (flight) itineraries.

2. All materials using United's name or logo must be pre-approved by United with Organization providing United at least five (5) business days to review and communicate any corrections or suggestions; however, if United fails to respond within such period, the materials are deemed disapproved. Camera-ready logo art, logo graphics files, and logo usage design requirements will be provided by United. Materials shall be sent to Shelley Evans at Shelley.Evans@united.com. However, United acknowledges and agrees that Organization may publish information relating to this Agreement as required to comply with any applicable laws or policies without obtaining separate approval from United.

3. No materials will be used concerning United, which, in the sole opinion of United, disparage or reflect unfavorably on United, are otherwise inconsistent with the overall image of United,

do not comply with the logo usage design requirements, or will jeopardize or undermine any copyright, trademark, service mark, logo, or other intellectual property of United. Organization will maintain the high public image of United in any material published. At all times, the trademarks and other intellectual property which currently are owned by or licensed to United shall remain the property of United. Except as specifically stated in this Agreement, Organization shall not have the right to use United's intellectual property, and all use of United's trademarks and other intellectual property shall inure to the benefit of United.

4. Organization agrees that this Agreement will be effective and enforceable only after United has notified Organization in writing that United has completed its due diligence on Organization and approved the due diligence paperwork provided by Organization.

Obligations of United

5. In return for the above consideration, United will provide Organization with the following:

The Mayor's accompanying party, including the travelling press, will be provided with confirmed, Business Class (United Polaris), seats across the itinerary: London to New York; New York to San Francisco; San Francisco to Los Angeles (subject to aircraft cabin availability); and from Los Angeles to London, all subject to availability, as well as full airport escort facilities, as required. The Deputy Mayor pre-visits: London to Los Angeles return, and London to San Francisco return will also be in Business Class (United Polaris), subject to availability, and are included in this offer. (Attachment A comprises the full or 'Base offer"). Payment is required to United for each traveller for ticket taxes and surcharges. United's Contract of Carriage, located on united.com, will be applicable to all travel undertaken.

- United offers the Organization the opportunity to coordinate meetings with appropriate city civic personnel and leadership - if required. (Each city being visited by the Mayor is a United hub city within which we have embedded contacts across multiple organisations).

Miscellaneous

6. With respect to its performance under this Agreement, Organization agrees to comply and to cause its employees, directors, officers, agents, or any person acting on its behalf to comply with all applicable laws and regulations, including without limitation the Foreign Corrupt Practices Act, the U.K. Bribery Act, and anti-bribery and anti-corruption laws and regulations in all relevant jurisdictions. Organization hereby represents and warrants to United that, in performing services under this Agreement or in connection therewith, neither Organization nor any person acting on Organization's behalf will: (i) solicit or accept, directly or indirectly, any payment, loan, gift, donation, or other items of value, whether in cash or in kind, that would improperly influence, or could give the appearance of improperly influencing, a government action or decision; (ii) give or offer, directly or indirectly, any payment, loan, gift, donation, or other items of value, whether in cash or in kind, to or for the benefit of any government official and/or political party, to obtain or retain business or to secure any improper advantage for United; (iii) violate any applicable law or regulation, including without limitation the anti-bribery and anti-corruption laws and regulations in all relevant jurisdictions; or (iv) cause United to be in violation of any applicable law or regulation, including without limitation the anti-

bribery and anti-corruption laws and regulations in all relevant jurisdictions. Organization will conduct and administer any raffles, auctions, sweepstakes, or other activities conducted in connection with this Agreement in accordance with all applicable legal requirements.

7. Organization shall procure and maintain appropriate insurance coverage with companies of recognized responsibility at its own cost and expense, covering all of Organization's liability, including contractual liability, arising out of this Agreement.

8. United will follow the applicable tax information reporting requirements and, if appropriate, an IRS Form 1099 (or other applicable form as required by a local taxing authority) will be issued to Organization with respect to the activity for the calendar year(s) covered under this Agreement. The Organization is solely responsible for any applicable taxes and reporting requirements. If Organization determines the preparation of a tax form as required by a local taxing authority is necessary for the end traveler, then Organization will issue such form.

9. Organization shall be solely responsible for its tax status and tax treatment, and any effect or impact on such status or treatment resulting from this Agreement.

10. Neither party will be liable to the other party for delays or failure in performance under this Agreement caused by acts of God, war, terrorism, strike, labor dispute, work stoppage, fire, pandemics, act of government, or any other cause, whether similar or dissimilar, beyond the control of that party. A party may terminate this Agreement upon providing notice due to any of the reasons in this Paragraph. Upon such termination, the other party immediately must return or repay any obligations provided under this Agreement.

11. United and Organization agree that this Agreement and the rights and obligations established hereunder neither create nor are intended to create any relationship of partnership, agency, or joint venture between United and Organization.

12. This Agreement constitutes the entire agreement and understanding of the parties on the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties concerning the subject matter hereof. This Agreement may be modified only by further written agreement signed by all of the parties hereto.

13. The parties agree that this Agreement shall be governed and construed in accordance with the laws of England and Wales.

If this Agreement meets with your approval, please sign in the space provided below and return a signed copy of this Agreement to my attention.

Sincerely,

Agreed and accepted this 28th April 2022



Bob Schumacher. Sales Director UK.
United Airlines, Inc.



Simon Rees. Head of International
Travel, The London Mayor's Office.

ATTACHMENT A

Ticket Commitment:



Flights booking
overview.xlsx

