



January 3, 2008

Ogilvy Public Relations Worldwide  
Ms. Caren Pasquale Seckler  
Group Director – Diet Cola Brands  
Coca-Cola North America  
One Coca-Cola Plaza  
Atlanta, Georgia 30313

Dear Ms. Pasquale Seckler:

This letter, when signed by you on behalf of the Coca-Cola North America division of The Coca-Cola Company (“COCA-COLA”) and by us, Ogilvy Public Relations Worldwide (“OGILVY”) on behalf of the National Heart, Lung, and Blood Institute (NHLBI) where indicated below (this “AGREEMENT”), will constitute the agreement between us concerning COCA-COLA’s sponsorship of The Red Dress Collection 2008 Fashion Show and *The Heart Truth* program and exhibit at New York’s Mercedes-Benz Fashion Week 2008 (collectively, the “EVENT”).

1. The PROMOTION

The details of the EVENT and the responsibilities of both parties are set forth in this AGREEMENT. The term of this AGREEMENT shall begin upon signing and end on March 31, 2008 (the “TERM”).

2. COCA-COLA’s Commitment

COCA-COLA agrees to pay OGILVY, on behalf of NHLBI, the sum of Proprietary Info Proprietary Info as full consideration for COCA-COLA’s rights and benefits as the presenting sponsor of the EVENT and for other rights and benefits in association with NHLBI as outlined in a separate Memorandum of Understanding dated October, 2007 between OGILVY and COCA-COLA (the “MOU”). OGILVY will provide COCA-COLA an invoice upon execution of this AGREEMENT, and COCA-COLA will make payment in full on or before January 31, 2008.

COCA-COLA will also be responsible for any and all additional costs related to development and implementation of activities that it undertakes to leverage its association with the EVENT.

As contemplated in the MOU, as part of COCA-COLA’s Red Dress Program incorporating *The Heart Truth* message and its Red Dress symbol into Coca-Cola’s consumer messaging, COCA-COLA may offer consumers the opportunity to enter a sweepstakes on [www.mycokerewards.com](http://www.mycokerewards.com) for the chance to win a celebrity’s red dress (the “SWEEPSTAKES”). COCA-COLA intends to include the Academy Awards in its Red Dress Program and promotional materials, but reserves the right not to should its business needs so indicate. If COCA-COLA elects in its sole discretion to conduct the sweepstakes, COCA-COLA hereby agrees to make a monetary contribution to FNIH based on the number of sweepstakes entries, up to a maximum total contribution amount of \$250,000, which FNIH will use specifically to further research and

#### 4. EVENT Overview

*The Heart Truth* is a national awareness campaign created by the National Heart, Lung, and Blood Institute, part of the National Institutes of Health, U.S. Department of Health and Human Services that warns women about their number one health risk, heart disease, and the need to take action against its risk factors. As the national symbol for women and heart disease, the Red Dress aims to inspire women to take action to protect their heart health. The Red Dress symbolizes that "heart disease doesn't care what you wear—it's the #1 killer of women." The campaign is being conducted in partnership with the American Heart Association (AHA), Office on Women's Health (DHHS), and WomenHeart: the National Coalition for Women with Heart Disease.

*The Heart Truth* Road Show is traveling heart health exhibit designed to take the messages of *The Heart Truth* campaign and its messages directly to women where they live and shop and to raise awareness about women and heart disease by helping participants learn about risk factors, providing free health screenings, and disseminating educational materials. OGILVY represents that it is solely responsible for organizing and conducting The Road Show.

*The Heart Truth* Road Show will take place in 10 selected communities across the United States. In each city, the Road Show will be held in a shopping mall, with OGILVY's first consideration being a Simon Properties Mall, or another mall as agreed by Company; or similar location to ensure maximum public access and traffic and will be three days in length (Friday, Saturday, and Sunday) with a six-hour window of operation each day. Each Event will include the following primary components:

- Heart disease risk factor screenings including blood pressure, cholesterol, BMI and glucose
- Display of six (6) designer dresses from the Red Dress Collection 2008 Fashion Show, or previous years' Fashion Shows as may be selected by COCA-COLA. The Road Show will include the dress that Heidi Klum wears in the 2008 Mercedes-Benz Fashion Week Red Dress Collection 2008 fashion show.
- A trade show-style exhibit featuring *The Heart Truth* messages, images, photography and materials.
- Take-away information including *The Heart Truth*, sponsor products and materials, community information such as links to community activities specific to women and heart disease.

#### 5. Terms of EVENT Sponsorship

- The following outlines roles and responsibilities for OGILVY and COCA-COLA for the TERM of this AGREEMENT. OGILVY will ensure delivery of benefits to COCA-COLA as itemized below, including:

##### *Presenting Sponsor benefits:*

- Naming rights (*The Heart Truth* Road Show, a program of the National Heart, Lung, and Blood Institute, presented by Diet Coke") as the sole and presenting sponsor of the EVENT.

This full name of the Event, including the presenting preamble, shall be used everywhere the name of the Event is used.

- OGILVY hereby grants to COCA-COLA a royalty-free license, right and permission to use the name, marks and imagery of the EVENT (including video and audio footage taken at the EVENT) throughout the TERM through and on any and all media, including digital media and the internet. COCA-COLA may conduct marketing programs, promotions and other activities with COCA-COLA's third party customers using the marks and imagery of the EVENT and the third party's marks, provided that the programs, promotions and other activities are executed through customary marketing channels for COCA-COLA's products and are perceived from a consumer's perspective as a COCA-COLA program, promotion or activity and that such third parties are not held out as sponsors of the EVENT.
- COCA-COLA will select the Road Show markets and tour dates in collaboration with the NHLBI (such locations are currently contemplated to be Atlanta, , Dallas, Los Angeles, Palm Beach, Minneapolis, Philadelphia, Cincinnati, Charleston, Birmingham, and Houston). COCA-COLA reserves the right to adjust such locations upon reasonable notification to OGILVY.
- OGILVY will provide up to three (3) dresses from the Road Show as selected by COCA-COLA, at no additional charge, for COCA-COLA's use as part of pre-Event receptions in various Road Show markets. One (1) of these dresses will be Heidi Klum's 2008 Fashion Show dress. COCA-COLA will be responsible for shipping, staging and maintaining the integrity of such dresses during the receptions and will ship the dresses to OGILVY at the conclusion of the receptions.
- Logo and company name, as sole presenting sponsor, on on-site exhibit signage and programmatic promotional materials, including:
  - Road Show brochure distributed to program attendees
  - One main exhibit title sign
  - Six images of celebrities wearing dresses on catwalk (one picture for each dress on display)
  - All signs announcing free screenings that are set up around the exhibit
  - *The Heart Truth* website
  - Mall advertisements (e.g. advertising flyers, eatery table tents, websites, promotional posters, etc.)
  - 1,000 Gift bags per market
- Acknowledgement of COCA-COLA as presenting sponsor in in-market, radio promotions (with specific media to be mutually agreed).
- COCA-COLA has the right, but not the obligation to conduct product sampling, as appropriate, in addition to product giveaways in gift bags
- Access to *The Heart Truth* logo and Red Dress image for corporate communications and marketing programs
- Access to certain statistics from screenings (such as percentage of attendees with high blood pressure or cholesterol)
- Opportunity to create and air Diet Coke audio/video advertisements during the Road Show exhibits.
- Opportunity to provide branded Road Show t-shirts with company logo for screening staff and volunteers
- Opportunity to provide raffle item at EVENT

- Opportunity to feature company or celebrity spokesperson in local market activation, sweepstakes, cross promotion with retailers, etc.
- Opportunity to develop Diet Coke card for pin to be distributed

COCA-COLA will:

- Specify *The Heart Truth* and its Red Dress name and/or logo, along with acknowledgement of campaign sponsor the National Heart, Lung, and Blood Institute, in any and all promotional, product, and publicity materials and advertising related to the EVENT. (Ogilvy will provide COCA-COLA with logo and message guidelines, as well as assistance on incorporating such acknowledgement into materials specific to the EVENT.)
- Provide products for gift bags and additional product sampling opportunity (as and to the extent desired by COCA-COLA).
- Provide all necessary artwork and logos for appropriate recognition of sponsorship.

Additional Guidelines:

- COCA-COLA will submit to OGILVY all creative materials, press releases, and promotional products related to the EVENT or the Red Dress for approval on behalf of NHLBI. Ogilvy will respond within five (5) days of receipt of such materials for approval.
- OGILVY will submit to COCA-COLA for its prior written approval (which may be by email) all creative materials, press releases, collateral materials, signage, and other items using trademarks or other intellectual property owned by or licensed to COCA-COLA. COCA-COLA will respond within five (5) days of receipt of such materials.
- COCA-COLA communication materials surrounding the EVENT and the Red Dress Program will not imply any product endorsement by NHLBI, NIH, or DHHS. Participation in the EVENT cannot be used to imply endorsement of any product or service by NHLBI/NIH/DHHS. Campaign messages placed on product packaging and promotional activities for consumers or company employees cannot be used to endorse or imply endorsement of the product or service and must be clearly specific to the dissemination of health information. At the discretion of NHLBI, major communication material(s) produced that include campaign messages or imagery will include a disclaimer that states the NHLBI, NIH, or DHHS do not endorse any product, service, or activity of the corporate partner.
- Should COCA-COLA wish to include a fundraising or cause-marketing component in its program, Ogilvy can provide COCA-COLA with guidance on options for nonprofit partners, such as the NIH Foundation.
- OGILVY, on behalf of NHLBI, will provide COCA-COLA with the right of first refusal for future *The Heart Truth* Road Show at the existing level.

6. Representations, Warranties, and Indemnities.

- Each of the signatories to this letter agreement represents and warrants to the other signatories that it has the necessary power and authority to enter into this letter agreement. OGILVY represents and warrants to COCA-COLA that (i) it has all necessary right, power and authority to act on behalf of and bind NHLBI, NIH, and DHHS, (ii) OGILVY and NHLBI will perform their respective obligations under this AGREEMENT in a thorough, competent, and workmanlike fashion, and (iii) no materials, goods, services, trademarks, logos, or other intellectual property supplied by OGILVY, NHLBI, NIH or their affiliates

for use in or in connection with the EVENT, will violate any laws, rules or regulations (including those relating to consumer health and safety) or infringe upon or violate any rights of any third party, including without limitation copyrights, patents, trademarks, or personal rights (including civil rights and rights of privacy or publicity).

- OGILVY will indemnify, defend, and hold harmless COCA-COLA and its affiliates and licensed bottlers and their respective officers, directors, employees, agents, nominees, successors, licensees and assigns (the "COCA-COLA INDEMNIFIED PARTIES") from and against any and all liabilities, damages, claims, suits, judgments, penalties, costs and expenses (including reasonable counsel fees) that may be obtained against, imposed upon, accrued against or suffered by any of the COCA-COLA INDEMNIFIED PARTIES as a result of or arising out of: (i) the breach or alleged breach of any of OGILVY'S representations, warranties or covenants contained in this letter agreement, (ii) the negligent or willful acts or omissions of OGILVY or NHLBI or any of their respective subcontractors or any of their respective officers, directors, employees or agents in connection with the EVENT, or (iii) bodily injury, personal injury or property damage in connection with the EVENT, unless caused by the negligent or willful acts or omissions of COCA-COLA or any of its subcontractors or any of their respective officers, directors, employees or agents.
- Company will indemnify, defend, and hold harmless OGILVY, the NHLBI and their respective affiliates, officers, directors, employees, agents, nominees, successors, licensees and assigns (the "OGILVY INDEMNIFIED PARTIES") from and against any and all liabilities, damages, claims, suits, judgments, penalties, costs and expenses (including reasonable counsel fees) that may be obtained against, imposed upon, accrued against or suffered by any of the OGILVY INDEMNIFIED PARTIES as a result of or arising out of: (i) COCA-COLA's breach or alleged breach of any of its representations, warranties or covenants contained in this letter agreement, or (ii) the negligent or willful acts or omissions of COCA-COLA or any of its subcontractors or any of their respective officers, directors, employees or agents in connection with the EVENT.
- Each party must provide written notice to the other party of any claim, whether actual or threatened, promptly upon receipt of notice of the claim. Any complaint that is principally directed to one party must be immediately forwarded to that party, which has the sole authority to conduct the defense and settlement or compromise of such claim or any action or proceeding based upon the claim using counsel of its choice, and the first party shall fully cooperate in the course of any such defense, settlement or compromise. Notwithstanding the foregoing, an indemnifying party shall not enter into any compromise or settlement that shall have the effect of creating any liability or obligation (whether legal or equitable) on the part of the indemnified party without the indemnified party's prior written consent, and no such compromise or settlement is hereby authorized unless the indemnified party receives a complete release of liability under such compromise or settlement. An indemnified party's failure to give notice pursuant to this subsection shall not relieve the indemnifying party from its indemnification obligations except to the extent, if any, that the indemnifying party is actually prejudiced as a result of such failure. The indemnifying party will notify the other party on a regular basis of the status, including settlement or compromise, of any claim, action or proceeding.

- This Section 6 survives the termination or expiration of this letter agreement.

7. Relationship of the Parties.

Nothing contemplated by this letter agreement will be construed to place the parties in a relationship of partners, joint venturers, principal-agent or employer-employee, and no party will have any power to obligate or bind the other(s) in any manner whatsoever.

8. Assignment; Binding Effect; No Third Party Beneficiaries.

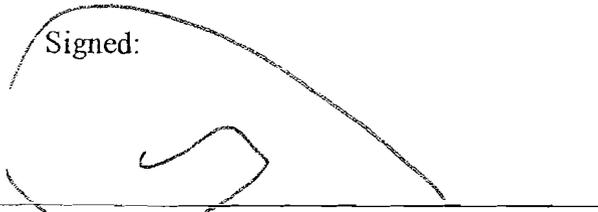
This AGREEMENT and the rights, benefits and obligations hereunder shall not be assignable or transferable by either party (other than to its affiliates) without the prior written consent of the other party. Subject to the terms of this paragraph, this AGREEMENT shall inure to and be binding upon the parties hereto and their successors and assigns. This AGREEMENT is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give to any person any legal or equitable rights, remedies or claims hereunder, other than the parties hereto or such successors or assigns.

9. Entire AGREEMENT; Severability; Amendments; Waiver; Counterparts.

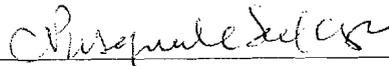
This AGREEMENT contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Any provision of this AGREEMENT held to be invalid, illegal or unenforceable shall not affect any other provision hereof or thereof, but this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This AGREEMENT may be amended or modified only in a writing executed by each of the parties. Any provision of this AGREEMENT may be waived by the party entitled to the benefit thereof only in a writing executed by the party against whom such waiver is sought to be enforced. No waiver shall be deemed a waiver of any other provision of this AGREEMENT, and no waiver of a breach hereunder shall be deemed a waiver of any other or subsequent breach of this AGREEMENT. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

This AGREEMENT is effective as of the date written above.

Signed:



Robert Mathias  
Managing Director  
Ogilvy Public Relations Worldwide  
On behalf of NHLBI, NIH, and DHHS

  
Caren Pasquale Seckler *PS*  
Group Director – Diet Cola Brands  
Coca-Cola North America

*L. Celeste Bottoff*  
VP, Living Well  
Coca-Cola North America