



Ogilvy Public Relations Worldwide

January 13, 2010

Bill Kelly
SVP – Coke TM Brands
Coca-Cola North America
One Coca-Cola Plaza
Atlanta, Georgia 30313

Dear Mr. Kelly:

This letter (this "AGREEMENT"), 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, will constitute the agreement between us concerning COCA-COLA's relationship with the NHLBI and COCA-COLA'S sponsorship of (i) The Red Dress Collection 2010 Fashion Show (the "FASHION SHOW"), (ii) *The Heart Truth* program and exhibit at New York's Mercedes-Benz Fashion Week 2010 (collectively with the FASHION SHOW, the "EVENT"), and (iii) *The Heart Truth* Road Show 2010 if any ("ROAD SHOW").

The Heart Truth, a national awareness campaign on women's heart health, is sponsored by the NHLBI, part of the National Institutes of Health ("NIH"), U.S. Department of Health and Human Services ("DHHS").

1. THE TERM AND TERRITORY

The term of this AGREEMENT shall begin upon complete execution hereof and end on December 31, 2010 (the "TERM"). The sponsorship of the EVENT shall expire on May 30, 2010 (the "PROMOTIONAL TERM"). The TERRITORY is the United States, its commonwealths, territories, and possessions; and worldwide for Internet.

2. MARKETING RIGHTS

a. COCA-COLA Rights:

- i. OGLIVY, on behalf of NHLBI, hereby grants to COCA-COLA a royalty free license in the TERRITORY to use the NHLBI Marks (defined below) in any marketing, advertising and/or promotional materials or activities (including on premiums and other merchandise distributed to the consumer free or at a subsidized cost) relating to COCA-COLA's products, across any media (e.g., television, radio, internet, print, point-of-sale, packaging, etc.) and wherever COCA-COLA products may be sold, distributed, served or marketed during the TERM. COCA-COLA shall also have the right to create derivative works based on the NHLBI Marks, including without limitation charms, premiums, and other items based on the "Red Dress" Mark, and to distribute such items.
- ii. COCA-COLA may conduct marketing programs, promotions and other activities with third parties using the marks and imagery of the NHLBI, 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 should reasonably be 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 NHLBI, EVENT.

- iii. Coca-Cola will collaborate with the NHLBI's *The Heart Truth* and Red Dress programs during 2010 to increase awareness about women's heart health through inclusion on Coca-Cola's products and in other materials bearing the Diet Coke trademark, including presence on the Diet Coke and/or mycokerewards.com Web site(s).
 - iv. COCA-COLA will promote the partnership with *The Heart Truth* through corporate communications to employees, vendors, retailers, and others in the Coca-Cola's network, including consideration of promotion of National Wear Red Day (Friday, February 5, 2010).
 - v. At Coca-Cola's election and expense, Coca-Cola may incorporate Coca-Cola's other relationships, including but not limited to the Academy Awards and a celebrity spokesperson, into partnership promotions at the EVENT and may incorporate *The Heart Truth* message and its Red Dress symbol into Coca-Cola's sponsorship messaging in conjunction with the Academy Awards.
 - vi. COCA-COLA will consider development of promotional ventures, such as contests, online promotions, and Red Dress pin dissemination, via the "MyCokeRewards" or other COCA-COLA web site(s).
 - vii. COCA-COLA will consider exhibiting *The Heart Truth*, such as a display of red dresses from *The Heart Truth* Red Dress Collection, at Coca-Cola bottlers and/or employee events, COCA-COLA headquarters, or the World of Coca-Cola museum.
- b. OGILVY Obligations:
- i. OGILVY will make good faith efforts to include and promote COCA-COLA's *The Heart Truth*/NHLBI programs whenever and wherever possible. This includes driving awareness of COCA-COLA's partnership with *The Heart Truth* and the NHLBI; COCA-COLA's specific programming such as the 2010 heart health charm and corresponding consumer promotion; and also of the consumer promotion location on dietcoke.com.
 - ii. OGILVY will provide COCA-COLA with relevant *The Heart Truth* materials, logos, files, and artwork.
 - iii. OGILVY will provide COCA-COLA with guidelines on NHLBI/*The Heart Truth*'s acknowledgement requirements.
 - iv. OGILVY will assist COCA-COLA with the development of messages specific to *The Heart Truth* promotions, materials, and web site.
 - v. OGILVY will assist COCA-COLA with the development of heart health content and messages for use on web site(s) and other materials.

- vi. OGILVY will provide COCA-COLA with editorial support as requested.
- vii. OGILVY will provide access to heart health experts and spokespeople to serve on COCA-COLA's behalf including at Coca-Cola's luncheons, ambassador program, opinion-shaper, and other customer/VIP events.
- viii. OGILVY will highlight COCA-COLA's partnership activities under the "Heart Truth partners" section of *The Heart Truth* Web page.
- ix. OGILVY will work with COCA-COLA to develop ideas and activities including for potential expansion to other Coca-Cola products.
- x. Should COCA-COLA wish to include a fundraising or cause-marketing component in its program, Ogilvy will provide COCA-COLA with guidance on options for nonprofit partners, such as FNIH.

3. FEES

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 herein.

OGILVY will provide COCA-COLA with an invoice for the EVENT upon execution of this AGREEMENT, and COCA-COLA will make payment in full on or before January 29, 2010.

COCA-COLA will also be responsible for any and all additional costs related to COCA-COLA's decision to develop and implement activities to leverage its association with the EVENT or otherwise.

4. EXCLUSIVITY

OGILVY represents that neither it nor NHLBI has granted, and agrees that neither it nor NHLBI will grant during the TERM, directly or indirectly, any rights in association with the EVENT or ROAD SHOW to any non-alcoholic beverage or any manufacturer, marketer or distributor thereof (a "COCA-COLA COMPETITOR"), or approve or acquiesce in any promotional or advertising campaign related to the EVENT or ROAD SHOW conducted by, a COCA-COLA COMPETITOR. This exclusivity is specific to the EVENT and ROAD SHOW and encompasses all campaign materials produced for the EVENT and ROAD SHOW.

OGILVY represents that Coca-Cola's rights and benefits in association with NHLBI, *The Heart Truth*, and the Red Dress are exclusive in the carbonated beverage category during the Term. NHLBI and Ogilvy have not and will not form any partnerships with any carbonated beverage brands or in any way associate any carbonated beverage brands with *The Heart Truth* campaign or the Red Dress during the Term. NHLBI can only agree to exclusivity arrangements with

sponsoring *Heart Truth* partners, in this case Diet Coke in the carbonated beverage category.

During the time that COCA-COLA is both a sponsoring partner of *The Heart Truth* and a sponsor of the Oscars, OGILVY will ensure that NHLBI and Ogilvy do not conduct or partner with another organization to conduct a promotional program that involves a celebrity wearing a red dress OR a celebrity wearing a Red Dress charm to the Academy Awards in support of *The Heart Truth* without the prior written authorization by COCA-COLA.

5. EVENT OVERVIEW

The Heart Truth's Red Dress will return to Mercedes-Benz Fashion Week in New York at Bryant Park from February 11-18, 2010. The Red Dress Collection 2010 Fashion Show will take place on Thursday, February 11th at 7 pm and will include celebrated women modeling a new line of dresses designed exclusively for *The Heart Truth/Red Dress Collection 2010*.

The Heart Truth exhibit will be active throughout the entire Mercedes-Benz Fashion Week from February 11-18, 2010, and will be hosted and created by NHLBI, with recognition of EVENT sponsors including Diet Coke. NHLBI will determine the look and feel of the exhibit to provide for appropriate representation of their national awareness campaign. The exhibit will include signage recognizing sponsors, imagery representing *The Heart Truth*, and a selection of dresses from Red Dress Collection 2010.

6. TERMS OF EVENT SPONSORSHIP

OGILVY will provide COCA-COLA with the following Red Dress Collection 2010 Presenting Sponsor benefits, which shall be no less favorable than the rights and benefits granted to any other sponsor of the Event:

- a. Naming rights as the sole Presenting Sponsor of the EVENT.
- b. OGILVY hereby grants 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 that includes recognition of *The Heart Truth's* Red Dress Collection) throughout the PROMOTIONAL TERM for commercial purposes throughout the world in any media on COCA-COLA's products and packaging, wherever sold or served; on or in conjunction with advertising, public relations activities, promotions, and promotional materials; and on premiums. COCA-COLA may activate all rights granted to it under this AGREEMENT through all media, including digital media and the internet.
- c. Access to pre-approved photographs, videotape and other imagery of the EVENT owned or controlled by OGILVY or NHLBI for use by COCA-COLA in COCA-COLA's advertising, promotional, publicity and public relations

activities around the EVENT during the PROMOTIONAL TERM. OGILVY will provide all rights, clearances, and permissions at no additional cost to COCA-COLA necessary for these purposes.

OGILVY will ensure that COCA-COLA is allowed to take its own photos/video in the Backstage Area of the EVENT. OGILVY will provide a soundbite from an NHLBI representative in the Backstage Area of the EVENT, as well as a quote from an NHLBI representative for use in media materials (e.g. press release, mat release).

- d. COCA-COLA will receive the highest level of sponsorship rights and the greatest level of visibility in association with the EVENT.
- e. Recognition on on-site exhibit signage and promotional materials, including:
 - i. In-venue visibility via logo/name inclusion at the EVENT, including signage within the "Tent" venue at Bryant Park and recognition on pre-show slide visuals.
 - ii. On Red Dress Collection collateral materials (invitation, gift bags, press releases, and event programs).
 - iii. Visibility at all ancillary activities surrounding the EVENT in a prominent manner commensurate with its Presenting Sponsor status.
 - iv. In *The Heart Truth's* media outreach to national fashion, consumer, lifestyle and health media (release, advisory, etc.).
 - v. In Fashion Week official program ad for Red Dress Collection distributed to 100,000+ influencer attendees.
- f. Opportunity to provide sampling and merchandising within the EVENT tent including the Backstage Area as well as under Bryant Park tents in association with Red Dress Collection for duration of Fashion Week, including backstage with celebrities, stylists, designers, and key influencers (details pending NHLBI and IMG Fashion approval of the footprint and timing of the booth exhibit).
- g. Expanded Red Dress media relations program for celebrity spokesperson, such as Diet Coke branded press area backstage, if COCA-COLA secures the services of a celebrity for use in connection with the EVENT.
- h. Permission to feature a COCA-COLA celebrity spokesperson in the EVENT wearing a red dress selected by COCA-COLA and NHLBI/*The Heart Truth*, and permission to feature such celebrity in association with the EVENT and in other NHLBI-related activities, including without limitation of promotional activities featuring the celebrity spokesperson in connection with the Academy Awards and other program elements.
- i. Access to 20 VIP tickets with access to the Backstage Area and front/second row seats.
- j. Access to 150 tickets for the Red Dress Collection 2010 Fashion Show for guests selected at the discretion of COCA-COLA.; as well as limited access for selected guests at ancillary activities for the EVENT, such as post-show

reception (final ticket allotment to be determined by NHLBI once event details are finalized).

- k. Opportunity to create COCA-COLA branded area of the Backstage Area, including 10' x 10' branded area near sponsor/NHLBI VIP area.
- l. Access to preferred pricing for expanded IMG Fashion sponsorships for Mercedes-Benz Fashion Week and the official press list for Mercedes-Benz Fashion Week.
- m. Opportunity to provide corporate statement paragraph or one page profile (including boilerplate corporate language and statement about commitment to the issue) for inclusion in PROMOTION press kits.
- n. Opportunity to include item in attendee gift bags (quantity: 1,200. Must fit within gift bag dimensions to be determined by NHLBI.)
- o. Opportunity for corporate representative at Red Dress Collection 2010 to provide two (2) sound bites for inclusion in NHLBI's electronic media promotion (e.g., a satellite media tour, bites and b-roll package).
- p. One-time access to mailing list of designers and celebrities to send gifts or other promotional material (after the Event).
- q. OGILVY, on behalf of NHLBI, will provide COCA-COLA with the right of first refusal for additional *The Heart Truth* sponsorship opportunities at February's Mercedes-Benz Fashion Week at the presenting sponsor level. Should current national sponsors Johnson & Johnson or Swarovski decline future sponsorships at their existing levels, COCA-COLA will also have the right of first refusal to assume sole sponsorship of the EVENT.

The Heart Truth booth sponsor visibility benefits:

- a. Visibility in *The Heart Truth* booth for the full week of Fashion Week, through *The Heart Truth's* signage acknowledging logo/name of all sponsors of Red Dress Collection 2010.
- b. Opportunity to provide materials and/or products to be distributed in *The Heart Truth* booth.
- c. Opportunity to customize *The Heart Truth* booth activities, specific to COCA-COLA activities, such as media events, VIP guests, previewing up-and-coming products, distributing free samples, etc., during two days of Fashion Week, February 11 and 12, 2010.

8. APPROVALS

- a. COCA-COLA will submit to OGILVY (which may be via email) for its prior written approval (which will not be unreasonably withheld or delayed) all creative materials, press releases, and promotional products related to the EVENT or the Red Dress on behalf of NHLBI or FNIH, as the case may be.

Ogilvy will respond within five (5) days of receipt of such materials for approval.

- b. OGILVY will submit to COCA-COLA (which may be via email) for its prior written approval (which will not be unreasonably withheld or delayed) 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.
- c. COCA-COLA communication materials including the NHLBI Marks will not imply any product endorsement by DHHS, NIH, or NHLBI. Such use cannot imply endorsement of any product or service by NHLBI/NIH/DHHS. NHLBI Marks placed on product packaging and promotional activities for consumers or Coca-Cola employees cannot endorse or imply endorsement of the product or service. Major communication material(s) produced that include the NHLBI Marks will include a disclaimer that states the DHHS, NHLBI, and NIH do not endorse any product, service, or activity of the corporate partner, except in the cases where space constraints do not allow for the inclusion of such disclaimer. The following language must appear at least once on ALL COCA-COLA-produced materials (e.g., Web site, brochure) that include *The Heart Truth* logo and or reference to the campaign. This copy may appear in small (mice) print so as not to interfere with the design.
 - o Required trademark language: *The Heart Truth*, its logo and The Red Dress are trademarks of HHS.
 - o Required disclaimer language: Participation by [Diet Coke] does not imply endorsement by HHS/NIH/NHLBI.

9. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

Each of the signatories to this Agreement represents and warrants to the other signatory that (i) it has the necessary power and authority to enter into this AGREEMENT (and, in the case of OGILVY, that it has all necessary right, power and authority to act on behalf of and bind NHLBI, DHHS, and NIH), (ii) it will perform its 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 it or its affiliates for use as allowed under this AGREEMENT 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, 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.

COCA-COLA 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.

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 Agreement.

10. RELATIONSHIP OF THE PARTIES

Nothing contemplated by this 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.

11. ASSIGNMENT; BINDING EFFECT; NO THIRD PARTY BENEFICIARIES

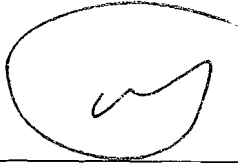
This AGREEMENT and the rights, benefits and obligations hereunder shall not be assignable or transferable by either party (other than to its affiliates) without the prior written consent of the other party. Subject to the terms of this paragraph, this AGREEMENT shall inure to and be binding upon the 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.

12. 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, DHHS, and NIH



Bill Kelly
SVP – Coke TM Brands
Coca-Cola North America