

STANDARD CONTRIBUTOR TERMS & CONDITIONS

The following terms apply to the material commissioned by the company named in the Key Terms (the "**Company**") from you, the contributor named in the Key Terms (the "**Contributor**"), and apply to the exclusion of all other terms and conditions.

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity;

"**Agreement**" means the agreement consisting of the Key Terms and these Standard Contributor Terms and Conditions;

"**Authorised Expenses**" means the expenses which may be incurred by the Contributor in relation to the production of the Content and which the Company shall reimburse the Contributor for, to the extent such expenses are set out in the Key Terms;

"**Content**" means the written article, other text and/or Image(s) which the Company is commissioning the Contributor to produce or provide under the terms of this Agreement, as set out in the Key Terms;

"**Deadline**" means the date by which the Content must be completed and submitted by the Contributor to the Company;

"**Effective Date**" means the date the last party to execute this Agreement does so;

"**Fee**" means the fee which the Company shall pay to the Contributor for the Content;

"**Image(s)**" means photographs, diagrams, charts, works of art or design or other illustrations;

"**Intended Publication Date**" means the date on which the Company intends the Content to first appear in the Publication or Other Media (as applicable);

"**Key Terms**" means the specification for the Content to which these Standard Contributor Terms and Conditions refer, as provided to you by the Company;

"**Other Media**" means any media other than print media (including but not limited to digital) in which the Company intends to publish the Content; and

"**Publication**" means the magazine, periodical or other printed media in which the Company intends to publish the Content.

2. THE COMMISSION

2.1 The Contributor shall write or create (as appropriate) the Content for the Company to a quality and standard acceptable to the Company and in accordance with the Company's editorial standards, as notified to the Contributor from time to time.

2.2 The Content shall be of a style, form and quality appropriate for the Publication or Other Media (as appropriate) and acceptable to the Company.

2.3 The Contributor shall deliver the Content to the Company by no later than the Deadline.

2.4 The Contributor shall promptly make such alterations to the Content as the Company shall reasonably request.

2.5 The Company may edit the Content as it reasonably thinks fit. Where the Content includes Images, the Company may alter the Images in any way (digitally or otherwise) and may create composite photographs using all or part of one or more of the Images.

2.6 Where the Content includes Images and such Images include photographs, the Contributor shall:

2.6.1 label the photographs giving the following details: the Contributor's name, the date the photographs were taken and a brief description of the subject matter of the photographs; and

- 2.6.2 obtain all releases necessary from any person(s) pictured in the photographs for the photographs to be published in the Publication or Other Media (as appropriate) and provide signed copies of such releases to the Company.

3. ASSIGNMENT OF RIGHTS

- 3.1 The Contributor agrees that the Company will be the sole and exclusive legal and beneficial owner of all right, title and interest (including, without limitation, all intellectual property rights) in the Content with the full and unfettered right to make such use of the Content and all subsidiary and ancillary rights relating to the Content as the Company shall think fit. Insofar as is relevant for the purposes of United States copyright law, the Contributor acknowledges that the Content is being created as a "work made for hire" specifically commissioned by the Company.
- 3.2 The Contributor irrevocably and unconditionally assigns to the Company free from any encumbrance by way of present assignment and, where possible, future assignment, with full title guarantee the copyright and all other intellectual property rights in and to the Content and all other rights in the Content for the full duration of such rights throughout the world, including any extensions, renewals and reversions thereof including but, not limited to, the right to sue for damages and other remedies for any infringement of any of the rights which occurred prior to the Effective Date.
- 3.3 The Contributor acknowledges that the Company may exploit the Content without restriction by any means in any and all media whether now known or hereinafter invented throughout the world and permit third parties to do any or all of the foregoing (including, by means of example only, the unlimited right to edit, copy, alter, add to, take from or adapt the Content).
- 3.4 The Company reserves the right not to publish the Content. This does not affect the Company's obligation to pay the Fee.

4. MORAL RIGHTS

- 4.1 The Contributor irrevocably and unconditionally waives in perpetuity all moral rights or "droits moral" or any similar rights in the Content whether now existing or hereafter conferred under the laws of any jurisdiction to which the Contributor may be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 and any other similar laws in force from time to time during the term of copyright in the Content (including any extensions thereon) in any part of the world. This waiver is given to the Company, its Affiliates, their licensees, assignees and successors in title.
- 4.2 Notwithstanding clause 4.1 above, the Company will endeavour to ensure that the Content is not subjected to derogatory treatment which would (but for clause 4.1) constitute a breach of the Contributor's moral rights.

5. WARRANTIES

- 5.1 The Contributor warrants and represents that:
- 5.1.1 the Contributor is entitled and has authority to enter into this Agreement;
- 5.1.2 the Contributor shall perform his/her obligations under this Agreement to the best of his/her skill and ability;
- 5.1.3 the Contributor shall comply with all reasonable instructions of the Company in relation to the provision of the Content;
- 5.1.4 the Contributor is the sole owner of all intellectual property rights in the Content;
- 5.1.5 the Content is an original work, that has not been copied from any other work or material and the exercise by the Company of the rights assigned to it hereunder will not infringe the rights, including, without limitation, intellectual property rights, privacy or other rights of any third party;
- 5.1.6 nothing has been done, omitted or permitted whereby any of the intellectual property rights in the Content have ceased or might cease to be valid and enforceable;
- 5.1.7 the Contributor is not aware of any infringement of the intellectual property rights of any person and there are no outstanding or pending claims against the Contributor alleging that the Content infringes the intellectual property rights of a third party; and

- 5.1.1 the Content will not be unlawful, defamatory, obscene, offensive, blasphemous or libellous, or contain material the publication of which would be in breach of confidence or any applicable data protection legislation or be in contempt of Court;
- 5.1.2 the Contributor has not at any time licensed or assigned any rights in the Content to any third party in any part of the world; and
- 5.1.3 the Content will not be published prior to the Intended Publication Date.

6. ASSISTANCE WITH CLAIMS

- 6.1 If:
 - 6.1.1 any complaint, claim or lawsuit is made or brought against the Company in relation to the Content; or
 - 6.1.2 the Company makes or brings any complaint, claim or lawsuit against any third party in relation to the Content,

the Contributor will provide all such assistance as the Company may reasonably require in order to make, defend or prosecute (as the case may be) such complaint, claim or lawsuit.
- 6.2 The Contributor will keep all his/her notes and other papers used by him/her in researching the Content for at least 12 months after the Intended Publication Date.

7. PAYMENT

- 7.1 Subject to the Contributor providing its invoice within 3 months from the Deadline the Company will pay the Contributor the Fee and reimburse the Contributor in respect of the Authorised Expenses (if any) on or before the later of:
 - 7.1.1 30 days after the receipt by the Company of the Contributor's invoice; and
 - 7.1.2 30 days after the Deadline.
- 7.2 In the event the Contributor:
 - 7.2.1 does not submit its invoice within the period set out at clause 7.1; and/or
 - 7.2.2 is in breach of this Agreement, then the Company will have no obligation to pay the Fee (or the Authorised Expenses, if any).
- 7.3 The Fee is exclusive of VAT. Any VAT that is chargeable on the Fee shall be paid by the Company subject to the Contributor supplying a valid VAT invoice for the same.
- 7.4 Subject to clause 7.3, the Contributor shall be responsible for any income tax, national insurance contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the Fees and the performance of this Agreement, where such recovery is not prohibited by law.

8. CONFIDENTIALITY

- 8.1 Subject to clause 8.2, the Contributor agrees to keep confidential and not to reveal, disclose or publish to any persons (except with the prior written consent of the Company) or otherwise utilise other than for the proper performance of this Agreement, any information, content and/or material of whatever nature and in whatever form relating to this Agreement, the Content and the affairs, business and/or projects of the Company and its Affiliates including, without limitation, any material supplied to the Contributor by the Company and its Affiliates for the purposes of the Content.
- 8.2 The restrictions set out in clause 8.1 shall not apply to any information which: (a) may (otherwise than through a default by the Contributor) become available to the public generally; or (b) it is strictly necessary for the Contributor to disclose to comply with applicable law. The Contributor agrees not to divulge or make either directly or indirectly an announcement for publication or speak to any press or media about the Content or any confidential information referred to in this clause 8 without the Company's prior written consent.

9. LIABILITY

- 9.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from negligence of either party or any other liability that cannot by law be excluded or limited. Subject to the foregoing, in no circumstances shall the total liability of the Company and its Affiliates exceed the Fee paid for the Content in question.
- 9.2 The Contributor shall indemnify and hold harmless the Company and its Affiliates and keep the Company and its Affiliates fully and effectively indemnified against all liabilities, claims, actions, costs, damages and/or loss arising out of any breach of this Agreement by the Contributor.

10. TERMINATION

- 10.1 The Company shall be entitled by notice in writing to the Contributor to terminate this Agreement prior to the date on which the Contributor delivers the Content to the Company in accordance with the requirements of this Agreement: (a) if the Contributor commits a material breach of this Agreement or commits any act of fraud or dishonesty, whether or not connected with the Content; (b) if the Contributor is declared bankrupt or makes any arrangement with or for the benefit of creditors or has a county court administration order made against it; (c) if the Contributor breaches any internal policies and procedures of the Company; or (d) in the Company's sole opinion, any of the Contributor's acts, omissions, or conduct affects the Company's reputation in an adverse manner, or may prejudice the reputation or goodwill of any of its Affiliates; or (e) for any or no reason whatsoever.
- 10.2 In the event of termination of this Agreement by the Company in accordance with clause 10.1(e) above, the Company shall pay the Contributor such reduced percentage of the Fee as it deems appropriate and which shall be payable in accordance with clause 7.
- 10.3 On termination of the Agreement: (a) neither party shall have any further obligation to the other under this Agreement unless stated in this Agreement; (b) the rights, remedies or obligations of the parties that have accrued or become due prior to termination shall remain unaffected; and (c) the Contributor shall immediately hand over any materials and property of the Company that have come into his/her possession in connection with this Agreement.
- 10.4 Clauses 8, 9, 10.3, 10.4 and 11 shall survive the termination of this Agreement for any reason.

11. GENERAL

- 11.1 This Agreement constitutes the entire agreement of the parties and supersedes any prior written or oral agreement between the parties in relation to its subject matter.
- 11.2 No variation to this Agreement (including the Key Terms) will be effective unless it is in writing and signed by or on behalf of each of the parties.
- 11.3 The Contributor shall not be entitled to assign or transfer this Agreement or sub-contract any of its obligations hereunder to any third party. The Company shall freely be entitled to assign, mortgage, charge sub-license, sub-contract, transfer or deal in any manner with this Agreement or any rights hereunder at its sole discretion to or for the benefit of any person.
- 11.4 This Agreement shall not be deemed to create any partnership, agency or employment relationship between the parties.
- 11.5 If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 11.6 This Agreement and any dispute or claim arising out of or in connection with it (including any non contractual disputes or claims) shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales for the purposes of or in connection with the Agreement.