

CONTENT MARKETING STANDARD TERMS

These terms and conditions (the “**Standard Terms**”), together with the Contract Details, constitute the agreement between the Company and the Client for the placing of the Advertisement in the Publication (“**Agreement**”).

DEFINITIONS

In this Agreement, the following capitalised words and expressions have the meanings set out below. Other capitalised words used in this Agreement have the meanings given to them in the Contract Details.

Anti-Bribery Legislation: the US Foreign Corrupt Practices Act 1977, UK Bribery Act 2010 and any other applicable anti-bribery legislation.

Business Day means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in New York.

Client Materials: means materials to any medium, including creative material, text and code provided by Client to the Company for the purposes of the Advertisement, including but not limited to Client’s trademarks or service marks, and any amendments to the Content by the Client.

Confidential Information: in relation to either Party, any information, however provided, that relates to the business, financial affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of that Party, including any personal data relating to that Party’s customers or suppliers, together with any other information which ought reasonably be considered to be confidential.

Content means content in any medium, including creative material, text and code, created and supplied by the Client for the purposes of the Advertisement.

Control has the meaning given in section 719 of the Income Tax (Earnings and Pensions) Act 2003.

Data Protection Laws means any laws and regulations relating to the processing, privacy and use of personal data in connection with or pursuant to this Agreement to the extent applicable to the Parties including, without limitation, a. to the extent the UK GDPR applies, the law of the United Kingdom or of part of the United Kingdom which relates to the protection of personal data or b. to the extent the EU GDPR applies, the law of the European Union or

any member state of the European Union to which the parties is subject, which relates to the protection of personal data.

Company: the Company specified in the Contract Details.

Company Privacy Policy: as detailed [here](#).

Fee: the fee payable by the Client in consideration for the Services.

GDPR: Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Group Company: means, in relation to a Party, any company which is a subsidiary or holding company of that Party or a subsidiary of a holding company of that Party, “subsidiary” and “holding company” having the meanings provided in section 1159 of the Companies Act 2006.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

Losses: actions, damages, claims, liabilities, costs, losses and expenses (including without limitation reasonable legal fees).

Modern Slavery: slavery (as defined in the United Nations 1926 Slavery Convention); servitude; forced or compulsory labour (as defined by the International Labour Organisation’s Forced Labour Convention 29 and Protocol); and human trafficking (being the arrangement or facilitation of the travel of another person with a view to that person being exploited).

Party: a party to this Agreement.

Services: the services provided to the Client subject to the terms of this Agreement, as described in the Contract Details.

Termination Date: the effective date of termination of this Agreement.

Term: from the date of this Agreement until the satisfaction of any obligations, as may be extended from time to time in accordance with this Agreement.

VAT: value added tax or any corresponding sales tax applicable in any jurisdiction.

1 Content

1.1 Any Content provided to the Company by the Client shall be in accordance with any instructions, technical requirements or other specifications of the Company from time to time, including (without limitation):

- (a) the manner of transmission to the Company, including the use of standard encryption tools; and
- (b) the deadline for delivery (in order to meet the Company's publication deadlines) as specified by the Company ("Content Deadline").

1.2 The Company shall have no obligation to publish, display or distribute any Content which it has not received and/or approved by the Company by the Content Deadline and/or in accordance with any instructions, requirements and specifications in accordance with clause 1.1.

1.3 The Company shall use all reasonable endeavours to incorporate any changes requested by the Client to any Content prior to publication provided that if such changes are submitted too late for publication (according to the Company's publication deadlines), the Company shall publish the original Content.

1.4 The Company shall be entitled to edit and amend any Content if the Company considers such amendments necessary in order to comply with any of the Company's legal or regulatory obligations or its internal codes of conduct.

1.5 The Client undertakes that all Content and Client Materials provided by it shall:

- (a) comply, without limitation, with all relevant laws and regulations in force that relate to any Publication and/or the promotion of an event, as applicable;
- (b) comply with any instructions or directions issued by or on behalf of the Company;
- (c) not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact;
- (d) not contain viruses or other harmful components or malware;
- (e) not contain any content that is unlawful, obscene or defamatory;
- (f) not breach any codes as may apply to advertising in any territories where the Content (including, without limitation, any Advertisement) is to be shown and directed to residents of that territory; and
- (g) include any legal or regulatory notices as may be required by the Company from time to time.

1.6 The Client shall not do, or omit to do anything which may damage or be otherwise prejudicial to the image and/or reputation of the Publication or the Company.

2 Invoices and Payments

2.1 The Company shall invoice the Client for the Fee as specified in the Contract Details and the Client shall pay each invoice submitted by the Company within 30 days of the date of the invoice.

2.2 The Fee is exclusive of VAT. If VAT is chargeable, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

2.3 If the Client fails to make any payment due to the Company under this Agreement by the due date, then, without limiting the Company's other legal remedies, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum at the rate of 4% per annum above the Bank of England's base rate from time to time.

2.4 All amounts payable by the Client shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

3 Intellectual Property

3.1 The Client grants to the Company a non-exclusive, non-transferable, royalty free licence of the Client's Intellectual Property Rights in any Content that it supplies to the Company to the extent required by the Company to enable it to provide the Services subject to the terms and conditions of this Agreement.

3.2 The Client agrees and acknowledges that there shall be no grant of license of the Company's Intellectual Property Rights in any Content under the terms of this Agreement.

3.3 Neither Party shall use the other Party's Intellectual Property Rights for any purposes not specified in this Agreement without the prior written consent of the owning Party.

3.4 Neither Party shall knowingly do, or cause, or permit anything to be done, which may in the other Party's reasonable opinion:

- (a) prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other Party's Intellectual Property Rights; or
- (b) do anything which is reasonably likely to affect any registration of the other Party's Intellectual Property Rights.

3.4 The Client shall not use the Publication in any way that, in the Company's reasonable opinion, suggests that the Company is forming a partnership or any trading arrangement with the Client, or that the Company endorses any part of the Client's business, trading name or style.

3.5 If, during the provision of the Services, either Party becomes aware of any unauthorised use or any misuse of the other's Intellectual Property Rights in the Publication, then it shall promptly notify the other in writing and shall, at the owning Party's cost, provide all reasonable co-operation in any action, claim or proceedings brought or threatened in respect of such Intellectual Property Rights.

4 Amendments to Content

4.1 The Client may request a change to a draft Advertisement (a "Change") at any time before the Content Deadline stated by the Company in the Contract Details by sending a written request (a "Change Request") to the Company. Upon receipt of a Change Request, the Company shall as soon as practicable confirm to the Client in writing:

- (a) the effect on the Fee, if any, of the Change; and
- (b) whether the Change Request will be possible based on factors at the discretion of the Company including without limitation other content, layout and tone of the Publication,

(such confirmation being the "Change Confirmation") and the Change shall not be implemented until the Client has agreed in writing the Change Confirmation.

5 Confidentiality

The Receiving Party may only disclose the Disclosing Party's Confidential Information to the Receiving Party's employees and agents who are directly involved in the provision of the Services and the Receiving Party shall ensure that such employees and agents are aware of, and comply with, the confidentiality obligations set out in this clause.

6 Data Processing

6.1 In this clause 6 the terms "personal data", and "processing" shall have the meanings ascribed to them under the Data Protection Laws.

6.2 Each party shall:

- (a) comply with all applicable requirements of the Data Protection Laws in accordance with the Company Privacy Policy; and
- (b) process any personal data which it obtains or holds in relation to You or a Guest only for the purposes of carrying out its obligations under these Terms.

6.3 We shall use your personal data for the purpose of providing the Services, including, but not limited to; communications, administration

(including before, during and after the Services), invoicing and payment, post-Services feedback, quality checks, research and polling.

6.4 We may share relevant personal data with relevant third parties involved in the Publication including without limitation printers, finance partners, service providers and external delivery partners.

7 Force Majeure

7.1 In this clause, “**Force Majeure**” means circumstances which are beyond the reasonable control of a Party and which are reasonably likely to affect the Company’s ability to provide the Services, including any act of terrorism, cybersecurity attack, fire, flood, earthquake, extreme adverse weather conditions, explosion, failure of electric power, gas, water, or other utility service, collapse of building structures, the outbreak or declaration of war, armed hostilities, civil commotion, revolution, blockade, widespread disease, adverse World Health Organisation advice or Foreign Office Travel advice, government orders or action, including the declaration of a State of Emergency or Coup d’état.

7.2 If, as a result of Force Majeure, the Company is unable to publish any Publication in which any Advertisement was scheduled to appear it shall refund to the Client such part of the Fee as shall be attributable to the affected Advertisement(s) as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.

7.3 If, as a direct result of Force Majeure, the Client is unable to provide their Content by the Content Deadline, the Company shall use its reasonable endeavours to offer to the Client an appropriate alternative Publication opportunity within two months of the original Publication date and, if such opportunity is offered and accepted, the Company shall have no liability to refund any Fees to the Client.

7.4 Without prejudice to the Company’s obligation to refund any Fees to the Client, the Company accepts no liability and will

not be liable for any compensation where the performance of its obligations under this Agreement is made illegal or impossible by or as a result of Force Majeure.

8 Indemnities

8.1 The Client shall indemnify the Company (for itself and on behalf of its Group Companies shareholders, directors, employees, and representatives) from and against all Losses arising out of or in connection with:

- (a) any claim that the Content and/or Client Material in accordance with this Agreement libels or infringes any Intellectual Property Rights of any third party; and/or
- (b) any third party claim arising as a result of any breach by the Client of its obligations under clause 6.

8.2 The Company shall indemnify the Client (for itself and on behalf of its Group Companies, directors, employees, and representatives) from and against all Losses arising out of or in connection with a third party claim arising as a result of any breach by the Company of its obligations under clause 6.

8.3 Upon receipt by a Party entitled to indemnification under clauses 8.1 or 8.2 above (an “**Indemnified Party**”) of notice of a claim, action or proceeding in respect of which indemnity may be sought hereunder, the Indemnified Party shall promptly notify the other Party (the “**Indemnifying Party**”) in writing. The Indemnifying Party shall at its own expense assume and control the defence of any litigation or proceeding in respect of which indemnity is sought and shall not settle any claim, action or proceeding to which an Indemnified Party is a Party and in respect of which indemnity is sought without the Indemnified Party’s written consent, which shall not be unreasonably withheld, and the Indemnified Party shall provide the Indemnifying Party with such assistance (at the Indemnifying Party’s cost) as is

reasonably required by the Indemnifying Party.

9 Limitation of liability

9.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

- (c) death or personal injury;
- (d) fraud or fraudulent misrepresentation; or
- (e) breach of any other liability which cannot be limited or excluded by applicable law.

9.2 The Company shall have no liability for any loss or corruption of any Content provided by the Client.

9.3 Subject to clause 9.1, neither Party shall be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to this Agreement, for any indirect or consequential losses.

9.4 Subject to clauses 9.1 and 9.5, the total aggregate liability of either Party to the other, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to this Agreement shall not exceed the total amount of the Fees paid or payable under this Agreement.

9.5 The limitations and exclusions of liability set out in this clause 9 shall not apply in respect of:

- (a) any liability of either Party arising under the indemnities provided in clause 8; or
- (b) the Client's obligation to pay undisputed invoiced charges which have already become due and payable.

9.6 Each Party shall comply with its common law duty to mitigate loss.

9.7 Except as expressly stated in this Agreement, the Company makes no express or implied warranty or representation in connection with the Publication.

10 Termination

10.1 Without affecting any other right or remedy available to it, either Party may

terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 days of that Party being notified in writing to do so;
- (b) the other Party takes any step or action in relation to its entering administration or being wound up (whether voluntarily or by order of the court), or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.2 Where the Services consist of more than one Advertisement the Company may by notice in writing to the Client terminate the inclusion of any Advertisement in the relevant Publication as a result of a breach by the Client of any term of this Agreement affecting only that element. The Company may agree to continue to provide the Services in respect of the remaining elements of the Publication and payment shall remain due for Fees relating to that element.

10.3 Without affecting any other right or remedy available to it, the Company may suspend the Services if the Client fails to pay any amount due under this Agreement on the due date for payment, the Client becomes subject to any of the events listed in clauses 10.1(b) or 10.1(c) or the Company reasonably believes that the Client is about to become subject to any of them.

11 Consequences of termination

11.1 The Agreement may be terminated in whole or in part in accordance with its terms. If this Agreement is in respect of multiple Publications, the parties acknowledge that in accordance with its

terms, termination may take place in respect of one or more single Publications, but that otherwise, unless terminated as a whole, this Agreement shall continue in full force and effect, except in relation to any terminated Publications.

11.2 On termination of this Agreement for any reason, the Client shall immediately pay to the Company all outstanding unpaid invoices issued by the Company and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt.

11.3 If, pursuant to clause 10, the Company terminates this Agreement or suspends provision of any of the Services, the Company may reclaim from the Client any reasonable Fees consequentially incurred by the Company in revising and reprinting any Advertisements; provided that the Company shall not be under any obligation to make any such changes to materials which have already been produced in connection with any such Publication.

11.4 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

12 Anti-Bribery

12.1 Each Party undertakes that it shall;

- (a) comply with the applicable Anti-Bribery Legislation;
- (b) have in place its own policies and procedures to ensure compliance with the Anti-Bribery Legislation and will enforce them where appropriate.

12.2 Each Party undertakes that it shall not, directly or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:

- (a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organisation;

- (b) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons

- (c) if any such payment, offer, act or authorisation is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Bribery Legislation.

12.3 The Client undertakes that neither the Client nor any of its directors, officers, employees or Affiliates nor, so far as the Client is aware, any agents or other persons acting on behalf of any of the foregoing, directly or indirectly, has:

- (a) violated or is in violation of any applicable anti-corruption law;

- (b) made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government or instrumentality thereof, any political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any applicable law or regulation or otherwise for the purpose of influencing any act or decision of such payee in their official capacity, inducing such payee to do or omit to do any act in violation of their lawful duty, securing any improper advantage or inducing such payee to use their influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality (“Prohibited Payments”); or

- (c) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

13 Modern Slavery

- 13.1 Each party shall at all times take reasonable steps to ensure there is no Modern Slavery within its business and shall make all reasonable endeavours to ensure compliance with the same by its suppliers.
- 13.2 Each Party shall have the right to terminate this Agreement with immediate effect should it have reason to believe that the other Party is in breach of its obligations under clause 13.1.

14. Trade Sanctions

- 14.1 Neither the Client, nor any of its directors, officers, employees or Affiliates nor, so far as the Client is aware, any agents or other persons acting on behalf of any of the foregoing in relation to the performance of this Agreement:
 - (a) is listed on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any similar list maintained by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity;
 - (b) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity (collectively “Sanctions”);
 - (c) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government,

entity or project in relation to the performance of this Agreement; or

- (d) is in violation of or subject to a governmental investigation relating to Sanctions.

- 14.2 Client agrees and acknowledges that the Company may implement its own policies which go beyond those duties articulated in applicable laws, directives and regulations, and Client understands that it shall comply with such the Company policies at all times.

15. Assignment

- 15.1 The Company may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 15.2 The Client shall not assign, subcontract, delegate or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Company, unless it is to an entity that acquires all or substantially all of its assets or that is an affiliate of the assigning party, providing that the assigning party must provide notice to the other party of the assignment.

16. Amendment

This Agreement may not be amended without the written agreement of both parties.

17. Entire Agreement

This Agreement states the entire agreement and understanding of the parties on the subject matter hereof, and supersedes all previous agreements, arrangements, communications, and understandings relating to that subject matter.

18. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New York and shall be subject to the exclusive jurisdiction of the New York courts.

Last Updated: January 2023