



Terms and Conditions for Supply of Content

1. Definitions

1.1 The definitions and rules of interpretation in this condition apply in the Contract.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Business Day: a day other than a Saturday, Sunday or a public holiday in England and Wales.

Charges: the price for the Content and any additional costs set out in the Order.

Confidential information: all confidential or proprietary information (however recorded or preserved) that is disclosed or made available (in any form or medium), directly or indirectly, by you to us or us to you.

Content: all content including white papers, newsletters, specialist supplements and reports, websites, video, webinars, infographics, primary research, advertising creative, editorial services, native advertising, custom publishing, e-Books, mobile apps, sundry marketing collateral provided by Incisive Media to the Customer, comprised of (i) IM-branded Content; (ii) Third Party Content; or (iii) Other Content.

Contract: a contract between you and us in relation to supply of content incorporating the Order and these Terms and Conditions under condition 2.

Data Controller, Data Processor, Data Subject, Personal Data and Supervisory Authority shall have the respective meanings under the Data Protection Legislation.

Data Protection Legislation means (i) the Data Protection Act 1998 and unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Force Majeure Incident: any incident or event affecting the performance of any provision of the Contract arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

IM-branded Content: Content which is developed by or on behalf of us and attributed to or using one of our brands, for example, "Investment Week".

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order or Order Form: the order form summarising the Content you wish us to provide and other agreed principal terms.

Other Content: Content which is neither IM-branded Content nor Third Party Content.

Payment Schedule: the payment schedule summarised in the Order.

Project: the project as described in the Order Form.

Start Date: the date specified on the Order or if none is specified the date of the last signature on the Order.

Term: the period as set out in condition 3.

Third Party Content: Content which is developed and supplied by a third party and for which the ownership of the Intellectual Property Rights of that content is specifically retained by that third party, for example photographs, illustrations and certain other images.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 A reference to “**we**”, “**us**”, “**our**” or “Incisive Media” is to Incisive Business Media Limited (company number 09178013) with registered office at New London House, 172 Drury Lane, London, WC2B 5QR, England or an Affiliate as identified in the Order. A reference to “**you**”, “**your**” is a reference to the customer, your advertising agency or other entity identified in the Order.
- 1.3 Condition headings shall not affect the interpretation of the Contract.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. Conditions and Order

- 2.1 These conditions shall: (i) apply to and be incorporated in the Contract; and (ii) prevail over any inconsistent terms or conditions contained in, or referred to in, the Order or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on us unless in writing and signed by our duly authorised representative.
- 2.3 No order, whether issued by us or you, is binding on the other until the earlier of us executing and returning it to you or us commencing services pursuant to the order, at which point a contract shall be formed between us and you for the supply and purchase of services specified in the order on these conditions.
- 2.4 Your standard terms and conditions (if any) attached to, enclosed with or referred to in the Order or sent under separate cover shall not govern the Contract.
- 2.5 To the extent there is any conflict between the Order and these conditions, the Order shall take precedence.

3. Term

- 3.1 The Contract shall take effect on and from the Start Date and shall continue for the period specified in the Order Form or until all Content is delivered pursuant to the Order Form.

4. Our Rights and Obligations

- 4.1 We will use reasonable endeavours to manage and complete the Project and to deliver the Content to you in accordance in all material respects with the Order Form.
- 4.2 We will use reasonable endeavours to meet the performance dates specified in the Order Form, but any such dates shall be estimates only.

5. Your Rights and Obligations

- 5.1 You undertake to us:
 - (a) to co-operate with us in all matters relating to the Project;
 - (b) to provide in a timely manner such access to your materials, data and, where appropriate, premises and such office accommodation and other facilities, as we request; and
 - (c) to provide in a timely manner such information as we request, and ensure that such information is accurate in all material respects.
- 5.2 If performance of our obligations under the Contract is prevented or delayed by any act or omission of you or your agents, sub-contractors or employees, you will in all circumstances be liable to pay to us on demand all reasonable costs, charges or losses sustained or incurred by us (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss

of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to us confirming such costs, charges and losses to you in writing.

- 5.3 You will not, without our prior written consent, at any time from the date of the Contract to the expiry of six months after the completion of the Content, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged by us as an employee or sub-contractor, except that you will not be in breach of this condition 5.3 if you hire our employee or sub-contractor as a result of a recruitment campaign not specifically targeted to our employees or sub-contractors. Any consent given by us in accordance with this condition shall be subject to you paying us on demand a sum equivalent to 20% of the then current annual remuneration of our employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by you to such employee or sub-contractor.

6. Change Control

- 6.1 If either party requests a change to the scope of the Content, we will, within a reasonable time, provide you a written estimate of:
- (a) the likely time required to implement the change;
 - (b) any variations to our charges arising from the change;
 - (c) the likely effect of the change on the Project detail in the Order Form; and
 - (d) any other impact of the change on the terms of the Contract.
- 6.2 If we request a change to the scope of the Content, you will not unreasonably withhold or delay consent to it.
- 6.3 If you wish us to proceed with the change, we have no obligation to do so unless and until we and you have agreed in writing on the necessary variations to its charges, the Order Form and any other relevant terms of the Contract to take account of the change.

7. Charges and Payment Terms

- 7.1 In consideration of the Content we provide, you will pay us (or our designated agent, as the case may be) the Charges, payable in the instalments and on the dates set out in the Order or if not stated in the Order then:
- (a) 50% upon signature of the Order Form; and
 - (b) the balance on the instalments set out in the Order Form such that the final payment is made upon delivery of the final deliverable of Content.
- 7.2 The price contained in the Order Form excludes any expenses, materials and third party services, for which we will invoice you.
- 7.3 You must pay to us all Charges in full within 30 days of the date on the invoice.

- 7.4 Without prejudice to any other right or remedy that we may have, if you fail to pay us on the due date we may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend provision of Content and the operation of any rights in respect of such Content until payment has been made in full.
- 7.5 All amounts payable to us under the Contract are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be your sole responsibility.
- 7.6 You may not make any deductions from, nor set-off any sums in relation to the Charges. We may set off any sums we owe you against any sums you owe us.
- 7.7 You must pay VAT and/or any other applicable sales tax.

8. Warranties

- 8.1 Each party warrants to the other that:
- (a) it has full authority to enter into the Contract and is not bound by any agreement with any third party that adversely affects the Contract;
 - (b) it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under the Contract; and
 - (c) neither the execution nor performance of the Contract gives rise to a breach of any other agreement to which you/we respectively are a party.
- 8.2 We warrant to you that:
- (a) we will provide the Content in accordance with good industry practice;
 - (b) the Content will conform with all descriptions and specifications that we provide to you, including any agreed specification; and
 - (c) the Content will be provided in accordance and we will comply with all applicable legislation from time to time in force.
- 8.3 Save as set out in this condition 8, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9. Intellectual Property Rights

- 9.1 We will own all Intellectual Property Rights and all other rights in the IM-branded Content. Unless the Order Form states otherwise, we hereby license all such rights to you free of charge and on a non-exclusive, non-transferable and worldwide basis: (i) to reproduce the IM-branded

Content in its entirety unaltered, solely in connection with your business; (ii) for a period not exceeding 12 months.

- 9.2 You will not grant sub-licences nor develop, market or distribute the IM-branded Content nor create derivative works from it, in whole or in part, of any of the rights granted of the IM-branded Content, or sub-contract any aspects of exploitation of the rights licensed to it, without our prior written consent.
- 9.3 All Intellectual Property Rights and all other rights in the Third Party Content shall remain with the third party. We grant to you (or shall procure for you) a non-transferable, non-exclusive licence to use the Third Party Content for the period in the territory solely for the purpose, in each case as set out in the Order Form, and in line with the terms of the third party.
- 9.4 You will not grant sub-licences nor develop the Third Party Content or create derivative works from it, in whole or in part, of any of the rights granted of the Third Party Content, or sub-contract any aspects of exploitation of the rights licensed to it, without our prior written consent.
- 9.5 In consideration of the sums paid by you, we hereby assign to you absolutely all Intellectual Property Rights throughout the world subsisting in the Other Content for the whole term including any renewals, reversions, revivals and extensions.

10. IPR Indemnities

- 10.1 You will indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that our use of your Materials in accordance with the Contract infringes any Intellectual Property Rights or moral rights of any third party.
- 10.2 We will indemnify and keep indemnified you from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that your use of the Content in accordance with the Contract infringes any Intellectual Property Rights or moral rights of any third party.
- 10.3 The party seeking to rely on an indemnity at condition 10.1 and 10.2 ("**Indemnified Party**") shall:
- (a) promptly and fully notify the other party ("**Indemnifying Party**") of any third-party claim in respect of which it wishes to rely on the indemnity ("**IPR Claim**");
 - (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, which is not to be unreasonably withheld;
 - (c) provide the Indemnifying Party with any reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
 - (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party

considers and defends any IPR Claim diligently and in a way that does not bring the reputation of the Indemnified Party into disrepute.

11. Termination by you or us

11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) an order is made or a resolution is passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the other party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the other party with its creditors or an application to a court for protection from its creditors is made by the other party;
- (d) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
- (e) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 11.1(c) to 11.1(d) inclusive.

11.2 Without limiting our other rights or remedies, we may suspend the supply of the Content and/or terminate the Contract if you become subject to any of the events listed in conditions 11.1(c) to 11.1(d), or we reasonably believe that you are about to become subject to any of them.

11.3 If we cancel or make a significant change to the supply of the Content which is due to a Force Majeure Incident we will not be liable to offer you any compensation or be liable for any losses or damages.

12. Consequences of Termination

12.1 Following termination of the Contract for whatever reason:

- (a) you must immediately pay any sums due to us;

- (b) we will each return to the other (or, at the other's request, destroy) all materials and confidential information belonging to the other that the other had supplied in connection with the Contract;
- (c) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect including, without limitation, conditions 7 (Charges and Payment Terms), 9 (Intellectual Property Rights), 10 (IPR Indemnities), 12 (Consequences of Termination), 14 (Confidentiality), 15 (Data protection), 16 (Limitation of Liability) and 18 (Miscellaneous).
- (d) the rights granted under the Contract by us to you to the IM-branded Content and the Third Party Content shall immediately terminate, and you will no longer use the same or use or exploit (directly or indirectly) your previous connection with us or the Content.

12.2 Where we terminate pursuant to condition 11.1 or 11.2, we will not refund you the Charges.

12.3 Expiry or termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

13. Force Majeure

13.1 Any party that is subject to a Force Majeure Incident shall not be in breach of the Contract and shall be excused from performance under the Contract while and to the extent they are unable to perform due to any Force Majeure Incident.

13.2 If the circumstance of a Force Majeure Incident continues for a period of three months or longer, the party not affected by the Force Majeure Incident shall have the right to terminate the Contract upon written notice to the other. Excuse from performance does not extend the Term of the Contract. This termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring before termination.

14. Confidentiality

14.1 You and we each undertake not to at any time during the Contract, and for a period of five years after expiry or termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other or of any member of the group of companies to which the other party belongs, except as permitted by condition 14.2.

14.2 You/we may disclose the other's confidential information:

- (a) to your/our employees, officers, representatives or advisers who need to know such information for the purposes of exercising your/our rights or carrying out your/our obligations under or in connection with the Contract. You/we shall ensure that you/our

employees, officers, representatives or advisers to whom you/we disclose the other's Confidential Information comply with this condition 14; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Neither you nor we shall use the other's Confidential Information for any purpose other than to exercise the rights and perform the obligations under or in connection with the Contract.

15. Data Protection

15.1 Both you and we acknowledge that neither party intends to act as processor of the other's personal data and any processing of personal data under the Contract is incidental to the Project and the provision of services.

15.2 Both you and we will comply with all applicable requirements of the Data Protection Legislation.

15.3 If we or you handle Personal Data under this Contract not described above, it is the intention of both parties to enter into an appropriate agreement covering the same.

16. Anti-bribery

16.1 Each party agrees that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1.

16.2 Breach of this condition shall be deemed a material breach under 11.1(b).

17. Limitation of Liability

17.1 This condition 17 sets out our and your entire financial liability (including without limitation any liability for the acts or omissions of our (or your, as applicable) employees, agents and sub-contractors) to us (or to you, as applicable) in respect of:

- (a) any breach of the Contract howsoever arising;
- (b) any use made by you of any rights we assign to you under the Contract; and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

17.2 Nothing in these conditions excludes our or your liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation.

17.3 Subject to condition 17.1 and condition 17.2:

- (a) neither we nor you shall in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- (b) each of our and your total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount paid under the Contract.

18. Miscellaneous

- 18.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or, if later, at the time recorded by the delivery service; (c) if sent by email, at 9.00 am on the next Business Day after transmission. This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this condition, "writing" shall not include email.
- 18.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 18.3 The Contract may not be assigned, transferred, sub-licensed, or charged by either party without the prior written consent of the other save in respect of its Affiliates.
- 18.4 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

- 18.5 No amendment or variation to the Contract shall be effective unless in writing and signed by each party.
- 18.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 18.7 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.8 A person who is not a party to the Contract has no right to enforce any term of the Contract.
- 18.9 The Contract shall be governed by and construed in accordance with the laws of England and Wales, the courts of which shall have exclusive jurisdiction in respect of any disputes arising from its terms and formation (including non-contractual disputes).