

THIS AGREEMENT is dated the date it is signed by both parties.

(1) Key Publishing Limited (registered in England and Wales under company registration number 02713662 whose registered office is at Units 1-4, Gwash Way Industrial Estate, Ryhall Road, Stamford, Lincolnshire, England, PE9 1XP) (the Publisher).

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATIONS

The following definitions apply in this agreement:

CONTRIBUTOR: The Person(s) submitting items for publication to the Publisher.

CONTRIBUTION: any work developed and produced by the Contributor and provided to the Publisher for publishing from time to time either at the Publisher's request or without such request, including, without limitation, articles and photographs.

CDPA: Copyright, Designs and Patents Act 1988.

The terms set out in The Schedule **Contributors' Guidelines**) and these Specific Terms shall together be referred to as this "agreement". The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

The current guidelines set out in the Key Style Guide as at the date of the Contribution, which can be found at <https://www.keypublishing.com/contributors-guidelines/> apply to all Contributions.

The Contributor has produced and submitted the Contribution. The Contributor owns the copyright and all other intellectual property rights in such Contribution.

For the purposes of this agreement, **writing** includes e-mail communications.

2. PRODUCTION OF CONTRIBUTION

The Contributor has rendered their time to develop and produce the Contribution and the Contributor has submitted the Contribution to the Publisher.

3. ASSIGNMENT AND FEES

In consideration of the sum agreed in writing between the Publisher and the Contributor (receipt of which the Contributor expressly acknowledges), the Contributor hereby assigns to the Publisher absolutely with full title guarantee the following rights through out the world:

3.1 the entire copyright and all other rights in the nature of copyright subsisting in the Contribution and in all preliminary drafts or earlier versions of the Contribution;

3.2 any database right subsisting in the Contribution and in all preliminary drafts or earlier versions of the Contribution; and

3.3 All other rights in the Contribution of whatever nature, whether now known or created in the future, to which the Contributor is now, or at any time after the date of this Agreement may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world, in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this Agreement.

If the Contribution does not comply with the Key Style Guide, the Fee may be reduced by an amount which reflects the amount of amendments to be made to the Contribution to ensure that the Contribution does comply with the Key Style Guide,

4. VAT

All payments made by the Publisher under this Agreement are exclusive of value added tax or any equivalent tax chargeable in the UK or elsewhere (VAT). If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Contributor, the Publisher shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Publisher.

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5.2 The Contributor shall at its own expense and using all reasonable endeavours procure that any necessary third party shall, do all such acts and execute such documents as the Publisher may reasonably require to vest in or confirm to the Publisher the copyright and all other rights assigned, granted or waived, or purported to be assigned, granted or waived, by the Contributor to or in favour of the Publisher under this agreement including assisting the Publisher in obtaining, defending and enforcing the copyright, and assisting with any other proceedings which may be brought by or against the Publisher against or by any third party relating to the rights assigned by this Agreement.

6. **WARRANTIES**

The Contributor warrants that, as at the date of this Agreement or, in respect of the Contributions yet to be created, as at the date of delivery of such Contributions to the Publisher that:

6.1 the Contribution is and will be his original work, and has not been and will not be copied wholly or substantially from any other work or material or any other source;

6.2 the Contributor is the sole legal and beneficial owner of the rights assigned by this Agreement and the Contributor is or will be the sole author of the Contribution which has not been and will not be created in the course of employment;

6.3 in respect of Contributions produced at the Publisher's request the Contributor was and will be at all material times engaged by the Publisher to create the Contribution (or part of them) and in each case, have assigned or in the case of Contributions yet to be created, will assign the copyright and all other rights in the Contributions to the Publisher;

6.4 the Contribution qualifies and will qualify for copyright protection under the CDPA;

6.5 the Contributor has not assigned or licensed and will not assign or license any of the rights assigned by this Agreement;

6.6 the rights assigned by this Agreement are free from any security interest, option, mortgage, charge or lien;

6.7 the Contributor is unaware of any infringement, or likely infringement of, any of the rights assigned by this Agreement;

6.8 so far as it is aware, the exploitation of the rights assigned by this Agreement will not infringe the rights of any third party;

6.9 the Contribution contains nothing that is defamatory or indecent;

6.10 the Contribution complies with the Key Style Guide; and

6.11 all published editions of the Contribution have carried a notice satisfying the requirements of the Universal Copyright Convention.

7. **INDEMNITY**

7.1 The Contributor shall indemnify the Publisher against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Publisher arising out of or in connection with:

(a) any breach by the Contributor of the warranties contained in clause 3 above.

(b) the enforcement of this Agreement.

7.2 At the request of the Publisher and at the Contributor's own expense, the Contributor shall provide all reasonable assistance to enable the Publisher to resist any claim, action or proceedings brought against the Publisher as a consequence of that breach.

7.3 This indemnity shall apply whether or not the Publisher has been negligent or at fault.

7.4 If a payment due from the Contributor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Publisher shall be entitled to receive from the Contributor such amounts as shall ensure that the net receipt, after tax, to the Publisher in respect of the payment is the same as it would have been were the payment not subject to tax.

8. ENTIRE AGREEMENT

8.1 This agreement 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.

8.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

9. COUNTERPARTS

9.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 Transmission of the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

10. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this

agreement or its subject matter or formation (including non-contractual disputes or claims).

THE SCHEDULE

Contributors Guidelines

Key Publishing Ltd

Terms and Conditions of Acceptance and Contributors Guidelines

Contact Points

Address material to the appropriate editor and brand to: Key Publishing Ltd, PO Box 100, Stamford, Lincs, UK, PE9 1XQ. Tel: +44 (0)1780 755131). Email: refer to individual magazine website, or see the 'Contact' page on the Key Publishing website: www.keypublishing.com

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