

**TIME INC. (UK) LTD  
BLUE FIN BUILDING  
110 SOUTHWARK STREET  
LONDON SE1 0SU**

8/12/2014

Dear

According to our records, you have contributed to a specialist brand owned by Time Inc. UK Limited (formerly IPC Media Limited). A full list of current TIUK specialist brands is included with this letter.

We very much hope that we will be working with you again in the future, and the purpose of this letter is to advise you of a change in our terms of business that will affect any future work that you may do for any TIUK specialist brand.

From 1<sup>st</sup> January 2015, TIUK specialist brands will operate an All Rights purchasing policy. This means that any material that we commission from you or accept from you for inclusion in any TIUK specialist brand after that date will be accepted on the basis that TIUK acquires all rights in and to the intellectual property in the material in return for the agreed fee.

Full details of the definition of All Rights are included in the enclosed rights agreement. Please read the agreement carefully.

Signing this agreement and returning it to us will ensure that payments for your future work for TIUK specialist brands are made quickly, and without the need for you to confirm each new commission in writing before you can be paid.

Please sign and return the original agreement to us at the **freepost address** below, to reach us no later than 19<sup>th</sup> December 2014. No stamp is required, but please note that, unfortunately, we cannot accept an e-mail or a digital copy of the signed agreement. We also would recommend that you keep a copy for yourself.

Freepost RTLE-UJKZ-ULAZ  
Accounts Payable Department  
8<sup>th</sup> Floor  
Blue Fin Building  
110 Southwark Street  
London SE1 0SU

## Rights Agreements - Terms and Conditions

Time Inc. (UK) Ltd

1. The original commissioning letter in conjunction with these Terms and Conditions, comprise the specific terms upon which you are supplying commissioned material(s) to Time Inc. (UK) Ltd (the "Terms"). Please note that these Terms will apply in respect of all material(s) commissioned now and in the future unless notified otherwise.
2. Copyright in the material(s) shall be assigned or licensed to Time Inc. (UK) Ltd, as agreed in the commissioning letter. Time Inc. (UK) Ltd reserves the right to store all material(s) in its archives in any format whether printed electronic or otherwise.
3. The commissioning letter must be signed by you and returned to Time Inc. (UK) Ltd. However, in the case where a licence is being granted to Time Inc. (UK) Ltd, your failure to sign and/or return the commissioning letter whilst accepting the fees relating to any commission will constitute an acceptance by you of the Terms.
4. The completed material(s) shall conform to the particulars provided of each commission, and be of a quality acceptable to the Time Inc. (UK) Ltd commissioning editor in his/her absolute discretion. For the purposes of this agreement "material(s)" shall mean materials of any nature including (but not limited to): written works, photographs, artwork, audio-visual recordings, sound recordings or any other such works that acquire copyright on their creation and all preliminary drafts and earlier versions of these materials.
5. You warrant that the material(s) supplied will be original, not libellous, will not infringe any copyright or other third party right and that they will not be otherwise actionable matter. Time Inc. (UK) Ltd reserves the right to withhold publication and all or part of the applicable fees should it reasonably suspect that you have breached this clause 5.
6. Save for One Use material(s), you warrant that the material(s) will be supplied exclusively to Time Inc. (UK) Ltd and that no part of any of the materials has been previously published in any product, format and/or media platform (whether printed, electronic or otherwise).
7. Where the material(s) are licensed to Time Inc. (UK) Ltd, you grant Time Inc. (UK) Ltd the right to sublicense the material(s) to its affiliated, associated and joint venture companies.
8. Time Inc. (UK) Ltd expressly reserves the rights to edit, amend and/or adapt the material(s) so far as required for publication and licensing in Time Inc. (UK) Ltd's absolute discretion.
9. Under the commissioning letter you have agreed to waive your moral rights; this means that you irrevocably waive so far as legally possible all those rights set out in Sections 77 and 80 of the Copyright, Designs and Patents Act 1988, and all similar rights which you now have or may at any time acquire anywhere in the world in relation to the material(s).
10. Once the material(s) have been submitted to Time Inc. (UK) Ltd, the material(s) may only be withdrawn if agreed in writing by Time Inc. (UK) Ltd. Time Inc. (UK) Ltd reserves the

right to demand repayment of any fees you have received up to the date of such withdrawal.

11. Failure to deliver the material(s) by the deadline agreed with the Time Inc. (UK) Ltd commissioning editor may result in the cancellation of the commission concerned. Delivery of the material(s) is at your expense unless agreed otherwise.
12. Time Inc. (UK) Ltd does not guarantee to publish the material(s) within any specified period of time, or at all. The fees for a cancelled commission shall only be paid if agreed in writing by Time Inc. (UK) Ltd.
13. You must maintain the strictest confidentiality on all matters relating to the material(s) and/or your relationship with Time Inc. (UK) Ltd. Time Inc. (UK) Ltd reserves the right to cancel the commission should it reasonably suspect that you have breached this clause 13.
14. Any expenses will be paid only when they are defined and agreed with the Time Inc. (UK) Ltd commissioning editor at the time the material(s) are commissioned. Agreed expenses shall be paid within a reasonable time only after production of receipts, submitted when requested.
15. In the event that any complaint or claim relating to the material(s) is made by any third party at any time, whether a formal legal complaint or otherwise, you agree to co-operate fully with Time Inc. (UK) Ltd in responding to and defending such complaints or claims. Time Inc. (UK) Ltd, at its sole discretion, shall have full conduct of any such claim. Time Inc. (UK) Ltd reserves its rights to make a claim against you for any loss incurred where a claim is as a result of your breach of any of these Terms in relation to the material(s).
16. You will comply with The Bribery Act 2010.
17. Time Inc. (UK) Ltd may seek legal remedies and indemnities from you should you breach any of these Terms including but not limited to the warranties given under clauses 5 and 6.
18. Any amendment and/or variation to the Terms shall not be valid unless agreed in writing by Time Inc. (UK) Ltd. Time Inc. (UK) Ltd reserves the right to alter and amend the Terms from time to time, and will notify you of such changes by email or post.
19. If at any time any provision of the Terms becomes void or unenforceable this shall not affect the rights and obligations of the parties with regard to the remaining provisions of these Terms.
20. These Terms shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction in respect of any dispute brought by you relating to these Terms, however Time Inc. (UK) Ltd reserves the right to bring a claim against you in any jurisdiction.