

IDG Communications Limited (“IDG”) Freelance Agreement

(Freelancer is anyone/body that providing goods and services to IDG that does not have a contract of employment with IDG.)

I. Engagement Terms. This Agreement will cover any and all Services performed by Freelancer for IDG. Freelancer agrees to perform the services listed in any Assignment Instruction that is mutually agreed to by the parties;

In connection with the performance of the Services, Freelancer acknowledges that:

- (i) they are an independent contractor;
- (ii) the scope of the engagement covered by this Agreement is limited to the duration of the specific assignment that IDG has directed Freelancer to perform as agreed to in an Assignment Instruction, and does not guarantee any further assignments to the Freelancer by IDG;
- (iii) this Agreement does not constitute any right to employment by, or benefits from, IDG other than the agreed upon compensation;
- (iv) the terms of this Agreement will be binding for all engagements, regardless of intervals between assignments with IDG; and
- (v) IDG reserves the right to cancel this Agreement without notice; provided, that Freelancer shall receive any earned compensation as provided below.

II. Conflicts of Interest. The Freelancer warrants to IDG that they are not party to any agreement or arrangement, oral or written, that would constitute a conflict of interest with this Agreement or would prevent them from completing the Services or in any way imposes restrictions upon the use of the Services by IDG. The Freelancer must disclose any such potential conflicts or restrictions to IDG in writing when accepting any new assignments. By submitting any Commission to IDG without providing IDG with written notice of such a conflict or restriction, the Freelancer acknowledges that they will be deemed to have warranted to IDG that no third party holds any copyright or other intellectual property right in the Commission.

III. Rights. Freelancer grants irrevocably and unconditionally to IDG the following rights (“the licence”) to use, publish, transmit or license the contribution throughout the world. Unless expressly identified otherwise, all rights granted in this licence shall subsist for the full period of copyright in the contribution including all renewals, reversions, extensions and revivals of such period and shall be exclusive.

- (i) Right to use, publish or transmit the contribution in all editions of a single issue of the relevant Licensed Publication anywhere in the world.
- (ii) Right to publish the contribution in other IDG publications and in other collections of material published by IDG in paper form and online, anywhere in the world.
- (iii) Non-exclusive right to use, store, publish or transmit the contribution in internal archives and databases and External Archives and databases including but not limited to CD-ROMs and websites published by IDG and/or third party databases and/or archive publishers.
- (iv) Right to Syndicate throughout the world after use in the Licensed Publication. For the avoidance of doubt such Syndication rights include the right to enter into contracts with third parties under which such third parties may reproduce content previously published by IDG.

IV. Assignments & Editorial Standards. Each assignment that the Freelancer is assigned must be approved by an IDG editor and agreed to under an Assignment Instruction. Each Assignment Instruction will specify the scope of the assignment, including the editor’s expectations, including all deadlines, content guidelines and other requirements for the Services (collectively, the “Specifications”), as well as the agreed upon compensation. By executing an Assignment Instruction (unless the applicable Assignment Instruction specifies otherwise), the Freelancer will be deemed to have agreed to the following:

- (i) The work produced will be original, completed through original reporting and/or research by the Freelancer and has not previously been published elsewhere;
- (ii) The work produced will meet all Specifications, as described in the Assignment Instruction; and
- (iii) The work produced will be submitted on the agreed-upon deadline.

IDG reserves the right to reject the submitted Commission if it does not meet the any of the foregoing criteria. Notwithstanding the foregoing, the assigning IDG editor will use reasonable efforts to work with the Freelancer to complete the submitted Commission as specified in the assignment criteria and according to generally accepted industry practices. The Freelancer agrees to make any and all revisions or rewrites necessary to make the submitted Commission meet the applicable Specifications, as defined by the assigning editor, as part of the assignment and without further compensation.

IV. Payment & Compensation. Payment for the Services is contingent upon IDG's acceptance of the submitted Commission. A Commission delivered on time that meets the Specifications will be accepted. IDG reserves the right to reject work that is not provided on a timely basis and/or fails to meet the Specifications. To receive payment, the Freelancer must deliver to IDG an itemised invoice for the Services, which must include the date, a description of the specific Services (e.g., headline, assigning editor and topic), the Freelancer's Tax Reference, mailing address and daytime phone number;

If IDG determines that the Freelancer has made a good faith effort to fulfill the assignment but the Commission submitted does not meet the Specifications to an extent that cannot be remedied in a reasonable time and/or with reasonable effort (in IDG's sole and reasonable judgment), IDG may pay the Freelancer a rejection fee of twenty five percent (25%) of the agreed-upon fee in full and final satisfaction of all sums due in connection with the applicable Assignment Instruction. IDG shall be the final arbiter of what assignments are entitled to a rejection fee. IDG will pay all valid invoices within 45 days of publication of the applicable work (or rejection of the work).

V. Scope of Agreement

This Agreement and any executed Assignment Instruction constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all proposals, letters of intent or agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

VI. Amendments and Waivers

No provision of this Agreement or any Assignment Instruction shall be waived, amended, modified, superseded, cancelled, renewed or extended except in a written instrument signed by the party against whom any of the foregoing actions is asserted. Any waiver shall be limited to the particular instance and for the particular purpose when and for which it is given.

VII. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision of this Agreement.

VIII. Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the English Courts.