

## FT Longitude Terms and Conditions

### 1. Definitions and Interpretation

**1.1** These Terms and Conditions together with the Term Sheet and/or Statement of Work (as applicable) form the agreement between the parties (the “**Agreement**”). Words and phrases have the meaning given to them in the Term Sheet and this Clause 1:

**Client Materials:** all information and materials, whether owned by Client or a third party, reasonably required by FT Longitude to fulfil the Services.

**Content Output:** means the Content Deliverable Output to be delivered by FT Longitude to Client.

**Data Protection Laws:** any data protection legislation applicable in the United Kingdom from time to time, including the Data Protection Act 2018 and all subordinate legislation, the General Data Protection Regulation (**GDPR**) and the Regulation on Privacy and Electronic Communications. **Data controller, data processor** and **personal data** have the meanings given to them in GDPR.

**Deliverables:** means the deliverables to be produced by FT Longitude as set out in the Term Sheet which comprise the FT Longitude Content and any Third Party Content.

**FT** means The Financial Times Limited.

**FT Focus Trade Marks** means the “FT Focus” word mark and the FT Focus logo mark as it appears on the Content Output.

**FT Trade Marks** means the FT Focus Trade Marks, and all FT and Financial Times trade marks.

**IPRs:** all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, database rights, trade marks, service marks, know-how, confidential information, trade secrets, design rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

**FT Longitude Content:** means the Deliverables, with the exclusion of any Third Party Content.

**Third Party Content:** means all IPRs, including still and moving images and design elements of the Deliverables, developed by a third party and embedded by FT Longitude into the Deliverables.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

**1.2** Clause headings are inserted for ease of reference only and shall have no effect in the construction of this Agreement. Unless the context otherwise requires words importing the singular shall include the plural and vice versa; the words “include” and “including” shall be construed as without limitation; and any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision. This Agreement negates and takes precedence over any Client terms and conditions.

## **2. The parties’ obligations and project assumptions**

**2.1** Subject to the Client’s compliance with its obligations under this Agreement, FT Longitude shall perform the Services and deliver the Deliverables in accordance with the Project Timeline, with reasonable skill and care and in accordance with laws applicable to FT Longitude.

**2.2** Client shall perform any obligations set out on the Term Sheet and promptly provide such co-operation as FT Longitude may reasonably request (including relevant, complete and accurate Client Materials, comments and feedback).

**2.3** Each party shall ensure that its Relationship Manager shall act as the single point of approval with authority to contractually bind that party.

**2.4** Any briefing and/or presentation meetings are assumed to be approximately one hour in duration. If longer meeting times are required, FT Longitude reserves the right to charge the Client accordingly.

**2.5** FT Longitude shall submit near-final versions of the Deliverables to Client for its feedback, and Client shall have fourteen working days from the date of submission to provide written feedback to FT Longitude, identifying any errors or omissions. There shall be up to two further rounds of feedback (using the same timescales), after which final round the Deliverables shall be accepted. If Client fails to provide feedback within twenty days of any version of the Deliverables then FT Longitude may consider the relevant amendment round closed, and in the case of the final round, the Deliverables accepted. For the avoidance of doubt, the Deliverables do not include any background or draft work products, know-how, analysis and statistics. On completion of the Services, FT Longitude and the Client will convene to hold a debrief.

**2.6** If FT Longitude’s performance of its obligations is prevented or delayed by any act or omission of Client, its staff, agents or subcontractors, (“Client Default”) then FT Longitude shall notify Client of such Client Default, and shall not be liable to Client for any losses or costs suffered by Client as a result of such prevention or delay. Without prejudice to any other right or remedy it may have, including without limitation the rights to charge additional fees as set out in the Term Sheet, FT Longitude may at its sole discretion: (a) suspend performance of this Agreement until Client remedies the Client Default; and (b) require a reasonable extension of time to perform its obligations at least equal to the delay caused by Client.

## **3. Intellectual Property Rights**

**3.1** Upon payment of the Fees, FT Longitude assigns to Client (by way of present and where appropriate future assignment) all right, title and interest in and to the IPRs in the FT Longitude Content, including research data.

**3.2** The Client acknowledges that Third Party Content is neither owned nor controlled by FT Longitude. To the extent that the Client wishes to use or exploit any Third Party Content in any way beyond the format delivered by FT Longitude or for any additional purpose, the Client shall be wholly responsible for obtaining any necessary licences or consents from the relevant owner for such additional use.

**3.3** FT Longitude shall retain all IPRs in FT Longitude's trade marks and any other works created by or on behalf of FT Longitude during preparation of the Deliverables and otherwise performing its obligations under this Agreement. Client shall not without FT Longitude's prior written consent include FT Longitude's trade marks or state or imply that FT Longitude promotes or endorses any particular policies, products or services of the Client or any third party.

**3.4** Client shall retain all IPRs in the Client's IPRs (including without limitation any Client trade marks and any Client Materials). Client hereby grants to FT Longitude a worldwide, non-exclusive, royalty free licence to use its IPRs for the sole purpose of carrying out its obligations under this Agreement.

#### **4. Payment**

**4.1** Client shall pay the Fees in accordance with the Payment Schedule or, if the Payment Schedule is silent, within 30 days of the date specified in the invoice FT Longitude sends to Client.

**4.2** If Client fails to make a payment by the due date, then without prejudice to any other right or remedy that FT Longitude may have, FT Longitude may suspend all Services until the payment has been made in full (and such non-payment shall be deemed a Client Default).

**4.3** All sums payable to FT Longitude under this Agreement: (a) are exclusive of VAT, and Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

#### **5. Warranties and Indemnities**

**5.1** Each party warrants and represents to the other that it has the full power and authority to enter into this Agreement and that it is authorised to grant the other party the right to use its trade marks and any other materials it may provide to the other party under this Agreement.

**5.2** FT Longitude warrants and represents to Client that the FT Longitude Content does not include any information or material which infringes the IPRs of any third party, and are in accordance with laws applicable to FT Longitude. These do not apply to the extent that any breach is as a result of any Client Materials.

**5.3** Client warrants and represents to FT Longitude that all Client Materials provided to FT Longitude hereunder shall not infringe the rights of any third party.

5.4 FT Longitude agrees to indemnify Client against any damages (including reasonable legal costs) which may be awarded by a court of competent jurisdiction against Client or may be agreed to be paid to any third party, in each case in respect of any claim that Client's use of the FT Longitude Content in accordance with the terms of this Agreement infringes the IPRs of such third party (such claim, a "TPC"), provided that: (a) the Client gives written notice to FT Longitude of such TPC immediately on becoming aware of it and does not at any time admit liability or otherwise attempt to settle or compromise such TPC without FT Longitude's prior written consent; (b) FT Longitude shall have sole conduct of the defence or compromise of any TPC and as between FT Longitude and Client, FT Longitude shall have the sole right to any costs and damages awarded as a result; and (c) Client acts in accordance with the reasonable instructions of FT Longitude and provides FT Longitude with such assistance as it shall reasonably require, at FT Longitude's reasonable cost, in respect of the conduct of such defence or compromise.

5.5 Except as expressly set out in this Agreement and to the extent permissible by law, all warranties, conditions, representations, terms or undertakings, express or implied, statutory or otherwise are hereby excluded.

## **6. Limitation of Liability**

6.1 Client acknowledges that the Deliverables are journalistic products and not intended to provide advice or recommendations. FT Longitude shall not be liable for any reliance on, or action or decision taken, as a result of the Deliverables.

6.2 FT Longitude shall not have any liability to Client to the extent such liability arises from any Client Materials, a Client Default, or any breach of this Agreement by Client.

6.3 Neither party shall be liable to the other for any indirect, special, incidental or consequential loss or damage of any kind whatsoever.

6.4 The aggregate liability of either party under this Agreement shall in no event exceed 150% of the total amount of fees paid or payable under the Term Sheet.

6.5 Nothing in this Agreement shall operate to exclude or restrict either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any claim under an indemnity contained in this Agreement; or (d) any liability which cannot be limited or excluded by law.

## **7. Confidentiality and Personal Data**

7.1 Each party agrees to keep confidential (both before, during and after the Term) the terms of this Agreement and all information, whether written or oral, concerning the business or affairs of the other (including information relating to the other party's customers or suppliers, financial information, projections, technology, product ideas, marketing plans or business plans) that it has received or obtained from the other or may receive or obtain from the other and shall not use the same without the prior written consent of the disclosing party for any purpose except to exercise its rights and perform its obligations under or in connection with this Agreement.

**7.2** The obligation in clause 7.1 shall not apply in the case of any disclosure required by law or to information which is in the public domain (other than as a result of a breach of any confidentiality obligation) or to information which is independently developed by a party without reference to the other party's confidential information or to information which is provided to a party by a third party entitled to so provide it.

**7.3** FT Longitude shall not be required to include any personal data in the Deliverables (including personal data of survey respondents and interviewees). To the extent that either party shares any personal data with the other party (including details of potential or actual respondents to any survey, questionnaire or interview), each party acts as data controller and warrant that it shall comply with applicable Data Protection Laws.

## **8. Term and termination**

**8.1** This Agreement shall commence on the final date of signature and shall continue in force until delivery of the final Deliverable, unless terminated earlier in accordance with this Agreement.

**8.2** Either party may terminate this Agreement on immediate written notice if: (a) the other party is in material breach of this Agreement and in the case of a breach capable of remedy having been notified of any such breach in writing has failed to remedy the same within fourteen (14) days; or (b) the other party shall cease to carry on its business or shall have a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or shall pass a resolution for its winding up or a court of competent jurisdiction shall make an administration order or liquidation order or similar order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due or any event analogous to the other occurs in any jurisdiction.

**8.3** On termination or expiry of this Agreement, Client shall immediately pay to FT Longitude all outstanding unpaid invoices which are not subject to a bona fide dispute, and in respect of Services supplied but for which no invoice has been submitted, FT Longitude may submit an invoice, which shall be payable within thirty days of receipt.

**8.4** Termination or expiry shall not affect (a) any provision in this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination; or (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

## **9. Force majeure**

**9.1** With the exception of Client's obligation to pay the Fees, neither party shall be liable for any failure to perform its obligations under this Agreement if such performance is hindered or prevented by any matter beyond the reasonable control of the party whose performance is hindered or prevented (including without limitation by reason of any catastrophic failure, interruption, or degradation of any third party telecommunications network or system or hardware or the Internet or any part of it) (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than one (1) month then either party may immediately terminate this Agreement on written notice to the other (provided that the Force Majeure Event is still continuing on the date of that notice).

## 10. FT Focus

**10.1** For the avoidance of doubt, in relation to FT Focus only clause 3.1 shall not apply. FT Longitude hereby grants to Client a non-exclusive, royalty-free perpetual licence to reproduce, republish and use the Content Output for Client's business purposes in accordance with the terms of this Agreement.

**10.2** FT Longitude hereby grants to Client a non-exclusive royalty-free perpetual sub-licence to use the FT Focus Trade Marks only for the purposes of, and in accordance with the terms of this Agreement.

**10.3** Client agrees that FT shall retain all IPRs in all FT Trade Marks, Client will not register or attempt to register any FT Trade Mark, and nothing in this Agreement shall transfer any ownership rights in any FT Trade Marks to Client.

**10.4** Client acknowledges the importance of FT's reputation as one of the world's leading news organisations, recognised for its independence and impartiality, and Client therefore agrees that:

(a) Client may only use the FT Focus Trade Marks on, or only as a word mark to refer directly to: (i) the Output Report; or (ii) any verbatim extracts of the Output Report ("**Extracts**"), provided always that such Extracts accurately reflect the Output Report and do not misrepresent it in any way and clearly acknowledge that the Extract was created by Client and that [FT / FT Longitude] is the author of the Output Report;

(b) Client shall not use the FT Focus Trade Marks for any other purposes, including without limitation (i) on or in relation to any non-verbatim summaries of any of the Deliverables; or (ii) to promote or endorse, or in relation to any material which promotes or endorses, any product or service;

(c) Client shall not state or imply that FT or FT Longitude promotes or endorses any particular policies, products or services of the Client or any third party;

(d) Client shall not state or imply that the Output Report has been produced by FT or its journalists, and shall not remove any statement from the Output Report which explains that the content was produced by FT Longitude with oversight of the FT editorial team;

(e) Client shall not seek to associate itself with FT or FT Longitude or otherwise misrepresent the nature of its relationship with FT or FT Longitude;

(f) Client shall not use any Deliverables in any manner prejudicial to the reputation or interests of FT or FT Longitude;

(g) Client shall not do anything which in FT or FT Longitude's reasonable opinion distorts or misrepresents the substance or meaning of the Deliverable bearing the FT Focus Trade Mark, or any part thereof; and

(h) Client shall not use any FT Trade Mark other than as expressly permitted by this Agreement.

**10.5** Client acknowledges that notwithstanding clause 11.10 of this Agreement, FT may enforce all of its rights and Client's obligations set out in this Agreement and the Term Sheet.

**10.6** Client acknowledges that FT shall not be liable whatsoever for anything under this Agreement, including, but not limited to any loss or any reliance on, or action or decision taken, as a result of the Content Output. Nor for the avoidance of doubt will FT be subject to any of the obligations of FT Longitude under this Agreement.

**10.7** For the avoidance of doubt Client agrees and acknowledges that nothing in this Agreement entitles Client to any decision-making power regarding the editorial content of the Content Output. The FT editorial team may at its discretion choose to discuss the editorial direction of the Content Output with the Client but all decisions regarding content and contributors remain the sole preserve of the FT editorial team. In the interests of editorial objectivity and quality, FT is unable to guarantee coverage of a particular company, individual or editorial topic. The precise dates of any publication dates and hosting period specified on the Term Sheet remain subject to FT's editorial discretion

## **11. General**

**11.1** No provision of this Agreement, including the nature of the Services or the Deliverables to be produced, may be amended, modified, discharged or terminated other than by the express written agreement of the parties. Client acknowledges that any requests to amend the scope of Services or Deliverables may result in an increase in Fees and/or extension of any timescales.

**11.2** No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

**11.3** This Agreement may be signed in counterparts and all signed copies of this Agreement shall be deemed to be originals of this Agreement. Copies signed by counterparts and sent by email (attaching a scanned copy of the signed hard copy) shall be deemed to be original copies. Any signature of this Agreement by digital or electronic means is legally binding.

**11.4** Any notice must be in writing, and be addressed to the other party's Relationship Manager. Notices must be delivered by hand or by recorded delivery or courier. Any notice shall be deemed to have been served if delivered by hand, at the time and date of delivery; and if sent by recorded delivery or courier, upon the date of receipt (as evidenced by signature).

**11.5** Nothing in this Agreement will be deemed to create a partnership or agency or joint venture between the parties.

**11.6** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous communications, representations and arrangements, either written or oral, and each party hereby acknowledges that no reliance is placed on any representation made by the other party before the date of this Agreement but not embodied in this Agreement.

**11.7** If any provisions of this Agreement shall be held illegal or unenforceable by a court of competent jurisdiction then such provisions shall be severed and the remainder of this Agreement shall remain in full force and effect unless the business purpose of this Agreement is substantially frustrated thereby in which case this Agreement shall automatically terminate.

**11.8** Neither party may assign or transfer the benefit of this Agreement without the prior written consent of the other party.

**11.9** FT Longitude may subcontract any obligations to third parties (including without limitation to survey data suppliers), provided that FT Longitude shall be liable for all acts and omission of such third parties and shall remain the sole point of contact with Client.

**11.10** No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**11.11** Nothing in this Agreement shall restrict either party from seeking immediate legal or equitable relief for any infringement of its intellectual property rights.

**11.12** This Agreement and any non-contractual obligations arising under it shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

**These Terms and Conditions were published on 17 February 2021 until 22 August 2023**