



**FT CORPORATE DIGITAL CONTENT LICENCE
TERM SHEET**

Parties			
FT	THE FINANCIAL TIMES LIMITED whose registered office is at Number One Southwark Bridge, London SE1 9HL		
Client	National Bank of Slovakia Imricha Karvasa 1, Bratislava, 813 25, Slovakia		
			VAT 2020815654
Period of Services			
Service Start Date	01/01/2017		
Service End Date	31/12/2017.		
Type of Licence, Number of Readers and Access Rights			
<p>This Agreement is for a specified number of readers working within the Client organisation within the Territory only (including employees, partners, on-site contractors, interns and students), who are provided with access rights to Content under this Agreement via the Channel and who are classified as "Core Readers" and/or "Licensed Readers".</p> <ul style="list-style-type: none"> Core Readers are the individuals requiring access to nine or more FT articles within any period of thirty days during the Term. The number of Core Readers forms the basis of the Fee. Licensed Readers are the individuals that are expressly authorised to read Content pursuant to this Agreement. Core Readers form a subset of Licensed Readers. <p>"Licensed Readers" shall be referred to as "Readers" for the purposes of the attached Terms and Conditions.</p> <p>There are three types of FT Corporate Licences. The completed section below indicates the type of licence granted under this Agreement.</p> <p>Group: For a total of 35 Licensed Readers which shall include 28 Core Readers working for your organisation. Everyone else in your organisation remains unlicensed.</p>			
Digital Channels (Information provided by the Client)			
<p><i>The below percentages are based on the Client's own percentage estimate of the channel split, which are applied to the Total Core Reader Number and then system generated. Please note that these are the channels through which your Readers will be able to access FT Content. This includes the FT Site itself and the specified Third Party Channels (defined in clause 1 of the Terms and Conditions)</i></p>			
Channel:	Please estimate (as a %) which Channel your Core Readers will use most frequently to access FT Content <small>[i.e. if half your Core Readers are most likely to use one particular channel then insert 50%]</small>	Please state how many of your total Readers (as a number) will be able to access FT Content through each Third Party Channel	For FT office use
FT.com Premium	100.00 %	N/A	
Total	100%		
Access Method			
Access to the FT Website is provided via sign up URL or such alternative access method agreed between the parties.			
Redistribution Rights			
Subject to clause 3.3.2 of the Terms and Conditions, this Licence does not grant any rights for the redistribution of full text articles internally or externally.			
Newspapers - (if applicable)			
FT shall provide the Client with the copies of FT Newspaper set out below in accordance with clause 13 of the Terms and Conditions.			
FT Newspaper	Monday-Friday		(Copies per day)
	Saturday		(Copies)
Fee			
Fee Breakdown	Digital element: EUR 11,065.00		Print element: EUR 0.00
Total Fee	EUR 11,065.00 to be paid within 60 Days of the FT invoice date (exclusive of VAT/Sales tax).		

Relationship Managers	
------------------------------	--

FT	
-----------	--

Client	
---------------	--

The Term Sheet and FT's corporate licence terms attached (the "Terms and Conditions") form the agreement between the parties (the "Agreement"). In the case of conflict or ambiguity between any provisions contained in the Term Sheet and the Terms and Conditions, the Term Sheet shall take precedence. The Client acknowledges that it has read and understood this Agreement. The parties agree that the Agreement will become legally binding when signed on behalf of both parties.

You agree that any signature of this Agreement by digital or electronic means is legally binding.

The Financial Times Limited
Date:

You agree that any signature of this Agreement by digital or electronic means is legally binding.

Signed by:

Name:
Position:
Date:

TERMS AND CONDITIONS

1 DEFINITIONS

In this Agreement, words and phrases have the meaning given to them in the Term Sheet and this clause 1:

“**Access Method**” means a method of electronic access to the FT Site as specified in the Term Sheet.

“**Channel**” means either a Third Party Channel or the FT Site.

“**Content**” means FT content provided or made available by FT to the Client under this Agreement from the FT Site and Newspaper only (including without limitation via any Third Party Channel) in any form and media, including without limitation any literary work (text, tables and computations) and artistic work (including graphic works such as drawings, diagrams, maps, charts, plans, videos and photographs).

“**Copyright Policy**” means FT’s current copyright policy available by clicking on the “Copyright Policy” link on the bottom of each page of the FT Site.

“**FT Site**” means <http://www.ft.com> (including the equivalent Financial Times application for access on mobile devices).

“**IPRs**” means all present and future copyright, moral rights, database rights, trade mark rights, trade secrets and all related rights and neighbouring rights and any other intellectual property rights of whatsoever nature throughout the world whether or not registered or capable of registration including all renewals and/or extensions thereof.

“**Marks**” means all trade marks, service marks, trade names, logos and other branding (whether registered or not) of FT or its licensors.

“**Newspaper**” means the *Financial Times* newspaper.

“**Privacy Policy**” means FT’s current privacy policy available by clicking on the “Privacy policy” link on the bottom of each page of the FT Site.

“**Reader Data**” means any data identifying a Reader.

“**Term**” means the period commencing on the Service Start Date and ending on the Service End Date.

“**Terms and Conditions**” means these terms and conditions.

“**Term Sheet**” means a Term Sheet signed by FT and Client which incorporates these Terms and Conditions.

“**Third Party**” means the owner and/or operator of a Third Party Channel.

“**Third Party Channel**” means a third party service that provides its customers, including the Client, with access to a variety of publisher content, under a direct licence with the Client. Examples of authorised Third Party Channels can be found at <http://enterprise.ft.com/en-gb/services/group-subscriptions/features/3rd-party-channels/>.

“**Third Party Channel Agreement**” means the Client’s agreement with a Third Party governing the Client’s use of the Third Party Channel.

The headings in this Agreement do not affect its interpretation. Unless the context otherwise requires the words “include” and “including” shall be construed without limitation, and any reference in this Agreement to any statute or statutory provision shall be deemed to include any subsequent re-enactment or amending provision.

2 FT SITE

- 2.1 From the Service Start Date FT shall provide the Readers with access to the FT Site via the Access Method.
- 2.2 The Client (including the Readers) shall keep confidential and shall not share with any third party any “PIN”, “ID” or similar code (if applicable) that it is provided with to facilitate Reader access to the FT Site. This clause shall not apply to Access Manager or “IP” access.
- 2.3 The Content is only for Readers’ general information and entertainment purposes and is not intended to address any particular requirements. The Content does not constitute any form of advice, recommendation, representation, endorsement or arrangement by FT. It is not intended to be and should not be relied upon by the Client or its Readers in making (or refraining from making) any specific investment, purchase, sale or other decisions. Appropriate independent advice should be obtained before making any such decision.

3 USE OF CONTENT AND IPR’s

- 3.1 Subject to the terms of this Agreement, FT hereby grants to the Client a non exclusive, non-transferable, non sub-licensable licence to allow the Readers to: (a) read Content for internal business use, personal use and for research and current awareness purposes; and (b) use the Content in accordance with the Copyright Policy.
 - 3.2 Except as expressly permitted by this Agreement, the Client shall not and shall ensure that its Readers do not copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any Content (whether received from FT under this Agreement or otherwise) or use the Content for the purposes of endorsement of a business, product or service.
 - 3.3 The Client agrees and acknowledges that:
 - 3.3.1 password access to the FT Site is on the basis of one password for use by one specific Reader only. Sharing of passwords is not permitted either simultaneously or on a rotational basis;
 - 3.3.2 no full text FT articles shall be forwarded internally or externally by email or by any other distribution method, save as permitted by any tools made available on the FT Site from time to time. No full text FT articles shall be hosted on any internal or external Client websites;
 - 3.3.3 FT headline links cannot be forwarded externally outside of the Client organisation as part of a charged “paid for” service to external companies or third party clients or used for commercial gain; and
 - 3.3.4 the Copyright Policy applies equally to the Readers’ use of the Content via both the FT Site and the Third Party Channels (and any other platform which FT expressly permits under this Agreement).
 - 3.4 The Client shall not allow anyone other than Readers to read Content via the Third Party Channels. The Client shall only provide Readers with access to the FT Site via the Access Method and shall not provide access to anyone other than a Reader.
 - 3.5 FT reserves complete editorial freedom in the form and content of the Content and may add to, remove or edit Content at any time on a permanent or temporary basis and with or without notice.
 - 3.6 FT reserves the right to monitor Content usage by all Readers (in terms of volume and frequency) for the duration of this Agreement.
 - 3.7 This Agreement does not constitute a sale of the Content. Except as expressly provided in this Agreement no rights or licences in the Content are granted to the Client or the Readers. The Client acknowledges that as between itself and FT, FT (or its licensors) is throughout the world the owner of all IPRs in the Content.
 - 3.8 The Client acknowledges and agrees that: (a) all use of FT’s Marks hereunder inures to the benefit of FT, (b) FT’s Marks will remain the exclusive property of FT, (c) nothing in this Agreement shall confer upon the Client any right of ownership in FT’s Marks, and (d) the Client shall not now or in the future contest the validity of FT’s Marks or take any action impairing the rights of FT in its Marks.
 - 3.9 The Client shall not remove, shrink or otherwise modify the copyright or any other proprietary notice or any branding or logo of FT (or its licensors) contained in any Content.
 - 3.10 Any additional use of Content outside the scope of the rights granted in this Agreement shall require express permission from FT and may incur additional costs.
- ### 4 USER DATA (if applicable)
- 4.1 If access to the FT Site is provided via “PIN Code” access Client shall provide FT with a list of Readers, if necessary, to provide access to the FT Site. FT shall provide the Client with a “PIN”, “ID” or similar code for the purpose of the Client or individual Readers accessing the FT Site. The Client shall keep up-to-date records of any such codes issued to Readers and the names of Readers. The Client shall contact FT if updates to any list of Readers provided to FT are required, including when Readers cease to be employed or engaged by the Client. This clause shall not apply to the provision of Content via Access Manager or IP access.
 - 4.2 The Client acknowledges that in order to use areas of the FT Site for which personalisation is required the Readers may be required to register with the FT Site. The Client acknowledges that both during and after the Term FT may use and process any Reader Data provided to it by a Reader in accordance with: (a) that Reader’s preferences; and (b) FT’s then current Privacy Policy. FT shall not be restricted from using any non-identifying data it may receive as a result of Readers using the Content.
 - 4.3 FT shall comply with all applicable data protection laws and regulations. The Client shall provide FT with reasonable assistance in complying with its obligations under applicable data protection and privacy laws insofar as necessary to facilitate compliance with FT’s obligations under this Agreement.

5 WARRANTIES AND LIABILITY

- 5.1 Each party warrants and represents to the other that it has the full power and authority to enter into this Agreement.
- 5.2 FT warrants and represents to the Client that: (a) to the best of its knowledge the Content does not include any information or material which infringes the IPRs of any third party, is defamatory, or is unlawful; (b) it has the right to grant the licence granted under this Agreement; and (c) it shall use reasonable care and skill in its provision of the Content to the Client under this Agreement.
- 5.3 The Client warrants and represents to FT that: (a) where it has requested the Content to be delivered via a Third Party Channel, that it is entitled to use the Third Party Channel and has a valid subsisting agreement with the Third Party Channel for the use of that Channel; (b) the number of both Core Readers and Licensed Readers as stated on the Term Sheet is accurate as at the Start Date; (c) it is entitled to provide any Reader Data relating to a Reader that may be provided by the Client to FT; and (d) it shall ensure that the Readers shall only use the Content in accordance with the terms of this Agreement and shall not infringe any of FT's IPRs in the Content.
- 5.4 FT agrees to fully indemnify the Client against any damages (including reasonable legal costs) which may be awarded by a court of competent jurisdiction against the Client or may be agreed to be paid to any third party, in each case in respect of any claim that the Client's use of the Content in accordance with the terms of this Agreement infringes the IPRs of or is defamatory of such third party (such claim, a "TPC"), provided that: (a) the Client gives written notice to FT 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's prior written consent; (b) FT shall have sole conduct of the defence or compromise of any TPC and as between FT and the Client shall have the sole right to any costs and damages awarded as a result; and (c) the Client acts in accordance with the reasonable instructions of FT and provides FT with such assistance as it shall reasonably require, at FT's reasonable cost, in respect of the conduct of such defence or compromise. This indemnity shall be the Client's sole and exclusive remedy in respect of a TPC or any breach by FT of the warranties provided by it in clause 5.2(a) or (b).
- 5.5 Each party warrants and represents to the other that: (a) it has and will continue to have full legal authority to control and process data and that it will only control and process data: (i) in accordance with all applicable data protection laws now existing or hereinafter enacted (and will not cause the other party to breach the same); (ii) in accordance with the terms of this Agreement; and (iii) for the purposes of performing its obligations under this Agreement; and (b) it has in place and undertakes to maintain throughout the Term of this Agreement appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of data and adequate security programs and procedures to ensure that unauthorised persons do not have access to any equipment used to process data.
- 5.6 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.
- 5.7 FT shall not have any liability to the Client to the extent such liability arises as a result of a breach of this Agreement by the Client or a breach of the Copyright Policy by a Reader.
- 5.8 Neither party shall have any liability to the other for: (a) any indirect, special, incidental or consequential loss or damage of any kind whatsoever; or (b) any loss of profits, loss of revenue, anticipated savings, loss of business or loss of data, arising directly or indirectly from this Agreement whether such damages were reasonably foreseeable or actually foreseen.
- 5.9 Excluding FT's right to payment of Fees owing, the aggregate liability of either party arising out of or in connection with this Agreement (whether for breach of contract, negligence or otherwise) shall be limited to direct damages. Such damages shall not exceed twice the aggregate amount of the Fees paid or (if greater) payable by the Client to FT under this Agreement in the 12 months prior to when the claim arose.
- 5.10 Nothing in this Agreement shall operate to exclude or restrict either party's liability for: (a) death or personal injury caused by its negligence; or (b) fraud or fraudulent misrepresentation; or (c) any claim under an indemnity contained in this Agreement; or (d) any misuse of FT's IPRs by the Client or the Readers (including any use of the Content outside the scope of this Agreement); or (e) any liability which cannot be limited or excluded by law.

6 PAYMENT

- 6.1 The Client shall pay the Fees as set out in the Term Sheet. FT requires payment within 90 days of the date specified in the FT Invoice.
- 6.2 The Fee and all other charges are exclusive of value added tax (VAT) or any other sales or similar taxes which are or may be applicable. The Fee shall be paid to FT in full without deduction of any taxes, withholding taxes, charges and other applicable duties which may be imposed. If the Client is required by law to make a set-off, deduction or withholding then it shall pay such additional amount to ensure that the net amount received by FT is equal to the amount FT would have been entitled to receive under this Agreement in the absence of any requirement to make such set-off, deduction or withholding. Client shall provide FT with a valid tax certificate evidencing such amount withheld within 30 days of such set-off, deduction or withholding.

7 TERMINATION

- 7.1 This Agreement shall commence on the date both parties have signed the Term Sheet and, subject to the terms of this Agreement, shall continue until the Service End Date when it shall automatically terminate.
- 7.2 Either party may terminate this Agreement on immediate written notice if: (a) the other party is in material or persistent breach of this Agreement and, in the case of a breach capable of remedy, has not remedied the breach within 14 days of being notified of it; or (b) the other party ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or passes a resolution for its winding up or a court of competent jurisdiction makes an administration order or liquidation order or similar order, or enters into any voluntary arrangement with its creditors, or is unable to pay its debts as they fall due or any similar event occurs in any jurisdiction.
- 7.3 Where the Term Sheet expressly states that Readers must be based in a particular Territory then the following provisions apply:
(a) Readers shall continue to be permitted access while on overseas travel or temporary secondment outside of the Territory;
(b) if FT has reason to believe that an individual is accessing Content from outside the Territory on a longer term basis ("Non-Territory Reader") then FT will notify the Client, and FT and the Client will discuss in good faith the appropriate way to address this;
(c) accessing Content from outside the Territory is not a breach of this Agreement (provided such access otherwise complies with this Agreement), but FT reserves the right to terminate access for any Non-Territory Reader.
- 7.4 FT may terminate this Agreement at any time immediately on written notice if Client (or any of its shareholders or directors) become subject to any Sanction, or continuation of the Agreement would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction. "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.
- 7.5 Where the Agreement is a Group or Enterprise licence, FT may initiate Fee negotiations and/or terminate this Agreement by providing 30 days written notice if the Client is subject to a takeover, merger, reorganisation, change of control, other change in structure, or other similar event or events that results in a significant increase in the number of potential Licensed Readers (meaning an increase of at least five per cent) based on the number of Licensed Readers stated on the Term Sheet at the Start Date. FT's only obligation in this event shall be the pro rata refund of any Fees paid in advance relating to the unexpired period of this Agreement. The Client shall notify FT of any such change promptly following the change.
- 7.6 If applicable, the Client may terminate this Agreement immediately in writing to FT if the FT Site is unavailable or inaccessible to all Readers for either (a) more than 3 consecutive days; or (b) more than 5 days in a 30 day period, as a result of the fault or failure of FT. On such termination FT shall provide the Client with a pro rata refund of any Fee paid in advance that relates to the unexpired period of the Agreement.
- 7.7 FT acknowledges that the Client does not wish to lose the benefit of this Agreement by virtue of non-material mis-use by a Reader of the Content. Notwithstanding clause 7.2(a) and subject to clause 7.8, in the event that FT reasonably believes that the Client is in breach of the terms of this Agreement (including any breach by a Reader of the Copyright Policy) (a "Breach") then FT agrees, subject to clause 7.8, that it shall not exercise any of its rights under this Agreement, until it has followed the following process:
(a) FT shall promptly notify the Client in writing (including email) of the Breach and any relevant details;
(b) the Client shall have 7 days in which to respond to this notice and either (i) deny the Breach or (ii) explain in detail both the reasons for the Breach and the remedial and/or investigatory steps the Client will take to prevent a reoccurrence of the Breach, within the next 30 days, to ensure that there cannot be a repeat of the Breach and shall implement such steps; and
(c) if the Client admits the Breach and complies with its obligations in sub-clause (b) above to the reasonable satisfaction of FT (and FT may make representations in this regard which the Client shall consider in good faith), the Agreement shall continue on its terms. In all other circumstances FT shall be free to exercise its rights under the Agreement, including those in clause 7.2(a).
- 7.8 FT shall not be obliged to follow the process in clause 7.7 if:

- (a) FT has already invoked the Breach Process on two previous occasions with the Client (whether or not in respect of the same Breach and irrespective of whether the applicable Breach was remedied); or
 - (b) FT reasonably believes that the Breach is due to fraud, wilful default or wilful abandonment by the Client or any Reader; or
 - (c) the Breach involves any misuse by the Client or any Reader of a material amount of the Content. For the purposes of this clause, "Material" means if such Breach results in more than 10 unlicensed individuals receiving or having the opportunity to access more than 10 FT articles per month.
- 7.9 Within thirty (30) days of the termination or expiry of this Agreement the Client shall delete or destroy, in accordance with the directions of FT, all materials relating to the Content in the Client's possession or control, whether held electronically or otherwise.
- 7.10 Any termination of this Agreement is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party. Termination of this Agreement shall not relieve the Client of its obligation to pay FT any outstanding Fee.
- 7.11 In any circumstances where FT is entitled to issue a notification of breach for the purposes of clause 7.2(a) or terminate this Agreement, including occasions when the Client fails to pay outstanding Fee due or fails to observe the agreed Licensed Reader levels, it may elect by written notice to suspend its provision of the Content or any rights that it has granted in the Agreement to the Client. The suspension shall not affect Client's payment obligations. Any suspension shall continue until FT is satisfied that the breach is remedied or until FT elects to exercise its right to terminate the Agreement.

8 CONFIDENTIALITY

- 8.1 Each of the parties undertakes to keep confidential all information (written or oral) concerning the business and affairs of the other that it will have obtained or received as a result of the discussion leading up to the entering into, or in the course of the performance of, this Agreement ("Confidential Information") save that which is (a) trivial or obvious; (b) already in its possession other than as a result of a breach of this clause; (c) in the public domain other than as a result of a breach of this clause; (d) required by a government body, a court of competent jurisdiction, or otherwise by law to be disclosed, provided that the disclosing party shall use all reasonable endeavours and act in good faith to consult with the other party wherever practicable before disclosing such information; or (e) for FT's benefit only, is acquired by members of FT's newsgathering or news dissemination operations by persons who are not provided with access to the Confidential Information pursuant to the terms of this Agreement. This obligation will 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).
- 8.2 Each party agrees not to make any announcement regarding this Agreement or the activities associated with it without the prior written consent of the other save for any announcement made by the Client to the Readers.

9 FORCE MAJEURE

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 failure, interruption, or degradation of any third party telecommunications network or system or hardware or the Internet or any part of it or of a Third Party Channel) (a "Force Majeure Event"). If a Force Majeure Event continues for more than one 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 GENERAL

- 10.1 No provision of this Agreement (including to the terms) may be amended, modified, discharged or terminated other than by the express written agreement of the parties.
- 10.2 No failure or delay by either party to exercise any right or remedy under this Agreement or by law will constitute a waiver of that or any other right or remedy. Nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.
- 10.3 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.
- 10.4 Any notice, consent or other communication required under this Agreement shall be made in writing and will be delivered by hand, recorded delivery or courier to the other party and will be deemed to have been received, 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). Any such communication made by FT shall be sent to the address of the Client shown on the Term Sheet. Any such communication made by the Client shall be sent to General Counsel, The Financial Times Limited, Number One Southwark Bridge, London SE1 9HL.
- 10.5 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements relating to its the subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause will limit or exclude any liability for fraud.
- 10.6 If a provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other terms of this Agreement will not be affected. If a provision of this Agreement (or part of any provision) is found to be illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.7 This Agreement may not be assigned, licensed, sub-licensed or otherwise transferred without the prior written consent of FT.
- 10.8 Anyone who is not a direct party to this Agreement will not have any rights to enforce its terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.
- 10.9 Client acknowledges that if it does not execute and return this Agreement to FT (whether electronically or otherwise) no less than 10 working days prior to the Service Start Date, this may cause delay in the commencement of elements of the services to be provided by FT under this Agreement.

11 DISPUTES AND GOVERNING LAW

- 11.1 Each party agrees to respond promptly to any issues referred to it by the other party relating to this Agreement and shall seek to resolve any disputes arising through its Relationship Manager as quickly and effectively as possible.
- 11.2 Subject to clause 11.1, if the parties cannot satisfactorily resolve any dispute within 14 days of referral to the Relationship Managers then that dispute shall be escalated to a director (or equivalent) of both parties. If the parties cannot satisfactorily resolve any dispute within 14 days of referral to a director (or equivalent) then either party may seek its legal remedies as provided in clause 11.4.
- 11.3 Nothing in clause 7.7 or this clause 11 shall restrict either party from seeking immediate legal or equitable relief for any infringement of its intellectual property rights.
- 11.4 All contractual and non-contractual claims arising from or in connection with this Agreement 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, provided that for the exclusive benefit of FT, FT retains the right to bring proceedings against the Client in the applicable courts of the Client's place of business.

12 THIRD PARTY CHANNEL(S) (if applicable)

- 12.1 FT shall make the Content available to any Third Party Channel referred to in the Term Sheet and shall authorise the Third Party to make the Content available to the Client via the Third Party Channel, subject to the Client having a valid and subsisting Third Party Channel Agreement.
- 12.2 The terms of this Agreement shall not be affected in any way by the terms of the Third Party Channel Agreement or the performance of that Third Party Channel Agreement by the applicable Third Party. FT shall have no responsibility or liability to the Client in relation to that.
- 12.3 The Client agrees that it is solely responsible for the payment of any fees due to a Third Party for use of a Third Party Channel.
- 12.4 The Client may at any time request that Readers be granted access to Content through another authorised Third Party Channel provided that such change does not exceed the number of Readers permitted in the Term Sheet. Upon receipt of such notice, FT shall facilitate such access through the Third Party Channel as soon as reasonably practicable and shall provide the Client with a revised Term Sheet for signature reflecting such amendment.
- 12.5 If FT ceases to permanently provide Content to a Third Party Channel for any reason, then FT shall notify the Client and permit the Client to: (a) exercise its right to transfer Readers as set out in clause 12.4; or (b) if the Client is unable to exercise that right within 30 days of FT notifying the Client, terminate this Agreement on written notice to FT, such notice to take effect on the date that the Client is no longer able to access Content

through the applicable Third Party Channel. FT shall provide the Client with a pro rata refund of any Fees paid in advance that relate to the

- unexpired period of this Agreement. This clause 12.5 sets out the Client's sole and exclusive remedies for FT ceasing to provide Content through a specific Third Party Channel.
- 12.6 Upon request by FT, the Client shall authorise a Third Party Channel (and hereby provides its consent to the Third Party Channel) to provide the following information to FT in relation to an existing Third Party Channel Agreement: (a) the number of Client users with access to Content through the Third Party Channel; (b) notification in the event that the Third Party Channel Agreement is terminated; (c) usage details of Content (including number of page/article hits and number of Readers but not relating to specific articles accessed by an individual Reader) through the Third Party Channel; (d) any references such as bill group and account numbers to facilitate access to Content via the Third Party Channels; and (e) any other information reasonably requested by FT to facilitate its provision of the Content to the Client via the Third Party Channel.
- 12.7 The Client shall immediately notify FT if any of its Third Party Channel Agreements terminate.

13 NEWSPAPERS (if applicable)

- 13.1 Where the supply of Newspapers is specified in the Term Sheet the provisions of this clause 13 shall apply.
- 13.2 Unless agreed otherwise, from the Service Start Date, FT shall deliver the Newspapers to the locations set out in Schedule B via the Client's specified or pre-arranged delivery agent (the "Delivery Agent"). Where the Delivery Agent is appointed by the Client, FT shall be responsible for the cover price of the Newspapers but shall not be responsible for any delivery or other charges of the Delivery Agent.
- 13.3 Title to, and responsibility for, the Newspapers (but not the IPRs in the content of the Newspaper) shall pass from FT to the Client upon delivery of the Newspapers to the Delivery Agent by FT.
- 13.4 The Client shall ensure that the Delivery Agent is granted sufficient access to the pre-agreed delivery address for the purpose of delivering the Newspapers.
- 13.5 The Client may distribute the Newspapers within the Client organisation to its employees and other engaged staff and visitors. The Client shall not otherwise distribute the Newspapers and without limitation may not resell them or copy them or articles within them.
- 13.6 The Client shall ensure that the number of Newspapers ordered by it under this Agreement in respect of a delivery location does not exceed 50% of the total number of employees normally working at that delivery location.
- 13.7 The Client shall request the Delivery Agent (and hereby provides its consent to the Delivery Agent) to provide the following information to FT from time to time upon request by FT to the Delivery Agent: (a) notification if the Client's agreement with the Delivery Agent is terminated; (b) contact details at the Client (including email addresses and telephone numbers); and (c) any other information reasonably requested by FT to facilitate its provision of the Newspapers to the Client via the Delivery Agent.
- 13.8 The Client shall immediately notify FT if any of its agreements with Delivery Agents are terminated.
- 13.9 If FT determines in its reasonable opinion that it is no longer practical or economical to deliver newspapers to the Delivery Agent by road, then FT may cancel the provision of newspapers to the Client on giving no less than two weeks written notice and providing Client with a pro rata refund of the Print element of the Fees paid in advance relating to the unexpired period of the Term. No further compensation will be due to Client in relation to such cancellation and the Agreement shall, in all other respects, continue in full force and effect.

ANNEX – TERRITORY DEFINITIONS (if applicable)

These definitions only apply where the Term Sheet expressly states that Readers are to be based within a specific Territory.

Africa means	all countries within the continent of Africa.
Asia Pacific means	Afghanistan, Australia, Azerbaijan, Bangladesh, Bhutan, Brunei, Cambodia, China, Fiji Islands, Hong Kong, India, Indonesia, Japan, Kazakhstan, Kyrgyz Republic, Lao People's Democratic Republic, Macau, Malaysia, Maldives, Mongolia, Nepal, New Zealand, Pakistan, Papa New Guinea, Philippines, Singapore, Small Pacific Countries, Sri Lanka, South Korea, Taipei, Tajikistan, Thailand, Timor-Leste, Turkmenistan, Uzbekistan and Vietnam.
Continental Europe means	Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine and Vatican City.
Latin America means	Mexico and the countries within Central America, South America and the Caribbean.
Middle East means	Bahrain, Cyprus, Egypt, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Palestine, Qatar, Saudi Arabia, United Arab Emirates and Yemen.
North America means	Canada and the United States of America.
UK and Ireland means	England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.

The above definitions exclude any country where provision of the services under the Agreement is prohibited by Sanction, and FT may remove any country from the permitted Territory at any time immediately on written notice if such country becomes subject to any Sanction, or the continued inclusion of that country would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction. "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.

Where the Territory is stated to be 'Global' or 'Worldwide' then the Territory is deemed to be worldwide without restriction, except for countries excluded under the preceding paragraph.

SCHEDULE A List of Readers (if applicable)

--

SCHEDULE B Delivery Locations (if applicable)

