

FT PROFESSIONAL GENERAL TERMS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, words and phrases have the meaning given to them in the Order, the Product-Specific Terms and this clause 1.
- (a) “**Content**” means any content provided or made available by FT to Client under this Agreement in any form and media, including any literary work (text, tables and computations) and artistic work (including graphic works such as drawings, diagrams, maps, charts, plans, videos and photographs).
 - (b) “**Fees**” means the fees payable by Client to FT under this Agreement in respect of a Product.
 - (c) “**General Terms**” means these FT Professional General Terms.
 - (d) “**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.
 - (e) “**Marks**” means all trade marks, service marks, trade names, logos and other branding (whether registered or not) of FT or its licensors, including “FT” and “The Financial Times”.
 - (f) “**Liability**” means the liability of a party whether in contract, tort or otherwise for any breach of that party’s obligations under this Agreement or any representation, statement, negligent act or omission arising under or in connection with this Agreement.
 - (g) “**Order**” means an order incorporating these General Terms.
 - (h) “**Product**” means each separate product purchased under the Agreement, collectively the “**Products**”.
 - (i) “**Product-Specific Terms**” means the additional terms that apply to the specific products purchased under the Order.
 - (j) “**Relationship Manager**” means the relationship manager appointed by each party.
 - (k) “**Year**” means the period of 12 months from the Service Start Date and, where applicable, each subsequent consecutive 12 month period.
- 1.2 Unless the context otherwise requires:
- (a) references to “**clauses**” are to the clauses in these General Terms, and references to “**paragraphs**” are to the paragraphs in relevant Product-Specific Terms;
 - (b) the words “**include**”, “**including**”, “**in particular**”, “**for example**” and any similar terms will be construed as without limitation; and
 - (c) any reference to any legislative provision will be deemed to include any subsequent re-enactment or amending provision.

2 AGREEMENT STRUCTURE

- 2.1 This Agreement comprises the following:
- (a) the Order;
 - (b) the Product-Specific Terms, in relation to the relevant Product only; and
 - (c) these General Terms.
- 2.2 If there is any conflict or ambiguity between the parts of the Agreement listed above, the order of priority will be as listed from highest to lowest.

3 FEES

- 3.1 Client will:
- (a) pay the undisputed Fees in full to FT, in the agreed currency, as set out in the Order; and
 - (b) promptly provide any information that FT may reasonably require to provide Client with a valid invoice.
- 3.2 All Fees and any other amounts payable by Client are exclusive of value added tax or any other taxes which are or may be applicable, and Client agrees to pay any such taxes as duly invoiced by FT.

- 3.3 If Client is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, Client will, together with such payment, pay any additional amount as will ensure that FT receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Client will promptly forward to FT copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

4 INTELLECTUAL PROPERTY

- 4.1 Except as expressly provided in this Agreement, no rights or licences, express or implied, are granted to Client or any third party in respect of the Content. Client acknowledges that as between itself and FT, FT (or its licensors) is the owner of all IPRs in the Content. Nothing transfers any IPRs in the Content to Client or any third party.
- 4.2 Client agrees that:
- (a) all goodwill accrued from any use of FT's Marks under this Agreement is for FT's benefit;
 - (b) FT's Marks will remain the exclusive property of FT; and
 - (c) Client will 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.
- 4.3 Client will not remove, shrink or otherwise modify the copyright or any other notice of ownership or Marks contained in any Content.
- 4.4 Any additional use of the Content or Marks outside the scope of the rights granted in this Agreement will require express permission from FT and may incur additional costs.

5 WARRANTIES AND INDEMNITIES

- 5.1 Each party warrants and represents to the other that it is entitled to and has the necessary authority to enter into this Agreement and to perform the obligations imposed on it under this Agreement.
- 5.2 FT warrants and represents to 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 or is libellous or otherwise unlawful under English or US law;
 - (b) it has the right to grant the licence granted under this Agreement; and
 - (c) it will use reasonable care and skill in its provision of the Content to Client under this Agreement.
- 5.3 Subject always to Client fully complying with the obligations and restrictions set out in this Agreement, FT agrees to fully 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 Content in accordance with the terms of this Agreement infringes the IPRs of or is libellous of such third party under English or US law (such claim, a "TPC"), provided that:
- (a) Client gives notice to FT of such TPC promptly 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 will have sole conduct of the defence or compromise of any TPC and as between FT and Client will have the sole right to any costs and damages awarded as a result;
 - (c) Client acts in accordance with the reasonable instructions of FT and provides FT with such assistance as it will reasonably require, at FT's reasonable cost, in respect of the conduct of such defence or compromise and
 - (d) any TPC in respect of a libel claim is brought under English or US law only.

This indemnity will be 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) and 5.2(b).

- 5.4 Except as expressly provided in this Agreement and to the extent permitted by law, no warranty, condition, representation or undertaking, express or implied, statutory or otherwise, is given or assumed

by either party and all such warranties, conditions, representations and undertakings are excluded. Client will not make any representations or warranties regarding the Content to any third parties.

- 5.5 Client agrees that the Content is only provided for general information and/or entertainment purposes and not to address any particular requirements. The Content is not any form of advice, recommendation, representation, endorsement or arrangement by FT. It is not intended to be and should not be relied on by Client or any third party 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. FT reserves complete editorial freedom in the form and content of the Content and may add to, remove or edit Content or features at any time on a permanent or temporary basis and with or without notice.

6 CONFIDENTIALITY

- 6.1 Each party will keep confidential all information (written or oral) about the business and affairs of the other that it will have obtained or received in the course of negotiating or performing this Agreement (“**Confidential Information**”) except information which is:
- (a) already in its possession other than due to a breach of this clause 6.1;
 - (b) in the public domain other than due to a breach of this clause 6.1; or
 - (c) required by a government body, a court of competent jurisdiction, or otherwise by law to be disclosed, provided that the disclosing party will use all reasonable endeavours and act in good faith to consult with the other party wherever practicable before disclosing such information.
- 6.2 Clause 6.1 does not apply to any information about the business or affairs of Client that is obtained by members of FT’s newsgathering or news dissemination operations independently of the negotiation or performance of this Agreement.
- 6.3 Each party will take all reasonably necessary steps to ensure compliance with clause 6.1 by its employees, agents and sub-contractors.
- 6.4 FT agrees that it will not identify Client as a customer of the Products in any marketing materials without Client’s prior written consent.

7 TERMINATION

- 7.1 This Agreement will continue until the Service End Date when it will automatically terminate.
- 7.2 Either party may terminate this Agreement (or, at that party’s option, any relevant Product purchased under this Agreement) immediately by notice to the other party if:
- (a) the other party commits any material breach of this Agreement and, where the breach is capable of remedy, fails to remedy the breach within 14 days after being notified of it.
 - (b) the other party makes an arrangement with or assignment in favour of its creditors or goes into liquidation (other than a voluntary liquidation for amalgamation or reconstruction) or has a receiver or administrator appointed over its property or assets or some part of them, or any event similar occurs to the other party in any jurisdiction.
- 7.3 FT may terminate this Agreement by notice if Client (or any of its shareholders or directors) becomes subject to any Sanction, or continuation of this Agreement would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction, where “**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.
- 7.4 Where FT has the right to terminate this Agreement or to issue a notification of breach it may elect by notice to suspend its provision of any relevant Product to Client. The suspension will not affect Client’s payment obligations. Any suspension will continue until FT, in its reasonable opinion, is satisfied that the breach is remedied or until FT elects to exercise its right to terminate under this Agreement .
- 7.5 The expiry or termination of this Agreement (in whole or in part), will be without prejudice to any accrued rights under it, including FT’s right to receive payment of all undisputed Fees.

7.6 The provisions of this Agreement that by their nature and content, must survive the completion, rescission or expiration of this Agreement, will survive, including clauses 1 (*Definitions*), 2 (*Agreement Structure*), 3 (*Fees*), 4 (*Intellectual Property*), 5.3 (*Indemnity*), 6 (*Confidentiality*), 7.5 (*Accrued Rights*), 9 (*Limitation of Liability*), 10 (*General*), 11 (*Notices*) and 12 (*Disputes and Governing Law*).

8 FORCE MAJEURE

8.1 Neither party will be in breach of this Agreement or liable for failure to perform or delay in performing any obligation under this Agreement (other than Client's obligation to pay the Fees) if the failure or delay arises from or is attributable to any circumstances beyond its reasonable control (other than lack of funds on the part of Client), including abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, airport closure or disruption, lock-outs, other industrial action, terrorist action or civil commotion ("**Force Majeure Event**").

8.2 If the Force Majeure Event continues for at least thirty days, either party will be entitled to terminate this Agreement in its entirety or just in respect of any affected Product immediately by notice to the other.

9 LIMITATION OF LIABILITY

9.1 Neither party will have any Liability to the other for any indirect, special, incidental or consequential loss or damage of any kind whatsoever, including any loss of profits, loss of revenue, anticipated savings, loss of business or loss of data.

9.2 Excluding Client's payment obligations under this Agreement the total Liability of each party arising in relation to each Product will be limited to direct damages which will not exceed the Fees payable for that Product in respect of the Year the claim arose.

9.3 Nothing in this Agreement will limit or exclude the Liability:

(a) of either party for:

- (i) any indemnity under this Agreement;
- (ii) death or personal injury caused by that party's negligence;
- (iii) fraud or fraudulent misrepresentation; or
- (iv) any other matters for which it would be unlawful to exclude or limit liability: or

(b) of Client for any infringement or misuse of FT's IPRs (including any use of the Content outside the scope of this Agreement).

9.4 FT will not have any liability to the extent it arises from a breach by Client or use of the Content outside the scope of this Agreement.

10 GENERAL

10.1 No party's failure or delay in exercising 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

10.2 This Agreement is the whole agreement between the parties and replaces all previous agreements between the parties about its 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. Any terms or conditions in any purchase order or other documentation issued by or on behalf of Client to FT do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both FT and Client.

10.3 The rights and remedies under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

10.4 If any term of this Agreement (or part of it) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that term or part of it 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 term of this Agreement (or part of it) is found to be illegal, invalid or unenforceable, the term will apply with the minimum modification necessary to make it legal, valid and enforceable.

- 10.5 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.
- 10.6 No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.
- 10.7 This Agreement may be signed in counterparts each of which once signed will be deemed to be an original of this Agreement. Signed copies of this Agreement sent as a PDF by email will be deemed to be originals of this Agreement.
- 10.8 This Agreement may not be assigned, licensed, sub-licensed or otherwise transferred without the prior written consent of FT.

11 NOTICES

- 11.1 Any notice given to a party under or in connection with this Agreement will be in writing, addressed to that party at the address set out in the Order and will be delivered personally, or sent by commercial courier, or by email addressed to the other party's Relationship Manager (copied to customer.support@ft.com for notifications to FT). A notice will be deemed to have been received on the earlier of:
 - (a) any acknowledgement of or reply to that notice; or
 - (b) if delivered personally, when left at the address set out in the Order; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the time of sending (in the absence of any bounceback or other error).
- 11.2 Any notice sent to FT to terminate this Agreement or to assert or threaten any claim against FT under or in connection with this Agreement must also be copied to the Company Secretary (email: company.secretary@ft.com).
- 11.3 The provisions of this clause 11 will not apply to the service of any proceedings or other documents in any legal action.

12 DISPUTES AND GOVERNING LAW

- 12.1 Subject to clause 12.2, this Agreement will be governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
- 12.2 If Client's place of business set out in the Order is in the Americas, this Agreement will be governed by and interpreted in accordance with the laws of the state of New York (without regard to its conflict of laws provisions) and the parties submit to the exclusive jurisdiction of the federal and state courts located in New York City. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement. "**Americas**" will mean all countries located in North, South or Central America.

13 APPLICATION OF TERMS

- 13.1 The version of the General Terms and Product-Specific Terms which are posted at the date of the Order will be the only version that applies until the termination of the Agreement. The current version of the General Terms was posted on 6 July 2023.
- 13.2 FT may at any time and at its sole discretion change, update or amend the General Terms and any Product-Specific Terms by posting a new version of the relevant terms. **However, any changes will not apply to any existing Agreements.** Previous versions of the Terms will continue to be made available at <https://legal.ft.com/terms/professional>.