

## FT PROFESSIONAL NEWSPAPER SUBSCRIPTION TERMS

1. In these Terms, words and phrases have the meaning given to them in the Order, the General Terms and this paragraph 1.

"Delivery Agent" means Client's specified or pre-arranged delivery agent.

"Newspaper" means print copies of the Financial Times newspaper.

"Service Period" means the period from the Service Start Date until the Service End Date.

- 2. Unless agreed otherwise, for the Service Period, FT will deliver the Newspapers to the locations agreed between the parties in writing via the Delivery Agent. Where the Delivery Agent is appointed by Client, FT will be responsible for the cover price of the Newspapers but will not be responsible for any delivery or other charges of the Delivery Agent.
- 3. Ownership, and responsibility for, the Newspapers (but not the IPRs in the content of the Newspaper) will pass from FT to Client on delivery of the Newspapers to the Delivery Agent by FT. Client will notify the FT of any non-delivery of any Newspapers within 30 days.
- 4. Client will ensure that the Delivery Agent is granted sufficient access to the pre-agreed delivery address for the purpose of delivering the Newspapers.
- 5. Client may distribute the Newspapers within Client organisation to its employees and other engaged staff and visitors. Client will not otherwise distribute the Newspapers and may not resell them or copy them or articles within them.
- 6. Client will ensure that the number of Newspapers ordered by it under the Agreement in respect of a delivery location within the UK does not exceed 50% of the total number of employees normally working at that delivery location.
- 7. Client will ask the Delivery Agent to provide the following information to FT when the Delivery Agency receives a request from FT: (a) notification if Client's agreement with the Delivery Agent is terminated; (b) contact details at Client (including email addresses and telephone numbers); and (c) any other information reasonably requested by FT to facilitate its supply of the Newspapers to Client via the Delivery Agent.
- 8. Client will promptly notify FT if any of its agreements with Delivery Agents are terminated.
- 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 terminate this Agreement for the Newspaper Product on giving no less than two weeks written notice and providing Client with pro rata refund of any Fees paid in advance for the unexpired period of the Service Period. No further compensation will be due to Client for such termination.
- 10. Client acknowledges that if it does not execute and return the Agreement to FT (whether electronically or otherwise) no less than 10 working days before the Service Start Date, this may cause delay in the commencement of the delivery of the Newspapers.
- 11. The current version of these Newspaper Subscription Terms was posted on 6 July 2023.