

SPONSORED CONTENT TERMS

1. INTERPRETATION

- 1.1 The following definitions apply in these Service Terms, in addition to the terms set out in the Order and the General Terms:
- (a) **“Publication”**: any print publication, website or other product of Company in which the Sponsored Product is published or promoted under this Agreement.
 - (b) **“Sponsored Product”**: the sponsored editorial content to be produced and published by Company under this Agreement.

2. GENERAL TERMS

- 2.1 These Service Terms incorporate and are subject to the General Terms set out at <https://legal.ft.com/terms/commercial/general-terms> (or such other URL as Company may specify from time to time) or such other terms as the parties may have agreed in writing to be the applicable General Terms, subject to and in accordance with clause 2 of the General Terms.

3. CLIENT MATERIALS

- 3.1 Any materials provided by Client to Company in connection with the Sponsored Product will:
- (a) comply with all applicable laws, regulations and codes of practice;
 - (b) not be in any way defamatory or libellous; and
 - (c) not infringe the rights, including the IPRs, of any third party.

4. ADVERTISEMENTS

- 4.1 Subject to clauses 4.2 to 4.5, any Client advertisements placed in connection with the Sponsored Product will be subject to the Advertising Terms and Conditions.
- 4.2 Client will submit a sample of the proposed creatives for the Client advertisements to Company:
- (a) print samples: no later than 28 Business Days prior to the date that the Client advertisement is envisaged to be published in the Sponsored Product or the Publication; and
 - (b) digital, online and electronic samples: no later than 10 Business Days prior to the date that the advertisement is envisaged to be published in the Sponsored Product or the Publication.
- 4.3 Company will approve or reject each Client Advertisement sample within 5 Business Days of receipt of the same. Any Client advertisement sample in respect of which Company has not notified its approval or non-approval to Client will be deemed approved 6 Business Days from the date of submission.
- 4.4 Should Company provide its non-approval of any Client Advertisement to Client, Client agrees to resubmit a new sample within 3 Business Days of Company’s non-approval.
- 4.5 Email approval (or non-approval) will be deemed a valid approval (or non-approval, as applicable) by Company for the purposes of clauses 4.3 and 4.4.

5. EDITORIAL CONTROL

- 5.1 Client acknowledges and agrees that Company’s editorial team will decide the overall creative scheme for any Sponsored Product.
- 5.2 Client acknowledges and agrees that nothing in this Agreement entitles the Client to any decision-making power regarding the editorial content of the Sponsored Product. The Company editorial team may at its discretion choose to discuss the editorial direction of any Company Product with Client’s employees or associates, but all decisions regarding content and contributors remain the sole preserve of the Company editorial team. In the interests of editorial objectivity and quality, Company is unable to guarantee coverage of a particular company, individual or editorial topic. The precise dates of any

publication, distribution or hosting specified on the Order remain subject to Company's editorial discretion.

5.3 Clause 6.1(b) of the General Terms will not apply to any Sponsored Product.

6. TERMINATION

6.1 In the event that Company terminates the Agreement in accordance with clauses 10.2, 10.3, 10.4 or 11.2 of the General Terms then:

- (a) Company will remove all Client Marks and advertisements from the Publication, the Sponsored Product and as otherwise in any Publication to promote the Sponsored Product, except that Company will not be required to remove or make amendments in respect of any printed Sponsored Product if already published prior to the date of termination;
- (b) Company will be released from any further obligations to provide branding or advertisements or other Company obligations for the Client as set out in this Order; and
- (c) Company will have the right at its sole discretion to seek alternative sponsorship and/or advertisement for the Sponsored Product.

6.2 If Company determines, in its reasonable opinion, that the continued hosting and/or publication of the Sponsored Product could seriously prejudice its reputation or brand or be otherwise editorially inappropriate then Company will have the right to cancel or suspend hosting of the Sponsored Product upon 7 days' written notice to Client.

6.3 If Company cancels or suspends hosting of the Sponsored Product in accordance with clause 6.2 (except in cases of Client's default) a full refund of the Fees prepaid by Client to Company in respect of the Sponsored Product will be made to Client, Client will not be required to pay any further Fees in respect of the Sponsored Product and the Agreement will automatically terminate as regards the Sponsored Product.

7. VERSION

7.1 This version of these Service Terms applies to Orders agreed in writing by Company and Client at any time from 1 October 2024 until this version of the Service Terms is superseded by a new version. Previous versions can be found at <https://legal.ft.com/terms/commercial/sponsored-content-terms>.

7.2 Company may at any time and at its sole discretion change, update or amend these Service Terms by posting a new version at <https://legal.ft.com/terms/commercial/sponsored-content-terms>. Any such change under this clause 7.2 will not affect any Orders that have already been signed by Company and Client.