Woman's Weekly

Blue Fin Building | 110 Southwark St | London SE1 0SU
Switchboard | 020 3148 5000 | www.timeincuk.com

Caroline Thomson
Arena Illustration
31 Eleanor Road
London E15 4AB

12 May 2015

Dear Caroline

As requested, I enclose with this letter 2 copies of the Woman's Weekly Core Contributor form (All Rights) for you to have a look at.

Time Inc. (UK) is in the process of updating its rights agreements to reflect our needs as a multiplatform business. Our previous agreements were written when all content was produced for print, but now our customers expect to be able to access content on whichever platform they chose to experience it – in print, on tablet, on smartphones, online or through events and other experiences.

Signing the core agreement does not commit you to contributing to the magazine.

This simply allows us to have your rights in place to process payment without delay once a commission is confirmed.

Don't hesitate to contact me if you have any questions.

Best wishes

Beverley Watts
Digital Content Director, Woman's Weekly

T: 0203 148 86351
E: beverley.watts@timeinc.com

Time Inc. (UK) Ltd
Registered office as above. Registered Number: 53626 England & Wales

Woman's Weekly

Blue Fin Building | 110 Southwark St | London SE1 0SU
Switchboard | 020 3148 5000 | www.timeincuk.com

Arena Illustration
31 Eleanor Road
London E15 4AB

12 May 2015

Dear Arena Illustration

As a core contributor to Time Inc. (UK) Ltd we write with regards to all material(s) we commission from you now or in the future.
Set out below are the terms relating to the rights Time Inc. (UK) Ltd (TI/we/us) is purchasing in respect of all materials commissioned from you now and in the future, until and unless these terms are changed in a future commissioning letter:

- The rights we are buying are **All Rights,** in return for Time Inc. (UK) Ltd's agreement to pay the fees agreed for each commission.
- All Rights means the assignment to Time Inc. (UK) Ltd of all of your right, title and interest in, and to, the copyright and all other rights of every kind or description in the material(s) commissioned from you, throughout the World whether those rights are now known or are created in the future and in each case for the full period of existence of those rights.
- This assignment to Time Inc. (UK) Ltd is made with full title guarantee, which means that you guarantee to Time Inc. (UK) Ltd that you have the right to pass to us the entire ownership of the rights in the material(s) i.e. you have not copied anyone else's work, and only you have been involved in the preparation of the material(s).
- By signing this letter you also agree to waive your moral rights in the material(s) to which you may now or at any future time be entitled.
- The standard Time Inc. (UK) Ltd Terms and Conditions (attached) form part of our contract in relation to this commission and any future commission.

Please sign below to show that you confirm that the details above are correct and you agree to the terms of this letter. Once you have signed, please return a copy to ECS Manager, Finance Dept., Time Inc. (UK) Ltd, Blue Fin Building, 110 Southwark Street, London SE1 OSU and retain another for your records.

For your information, when we commission you for one-off features in the future, we will send commission confirmations only, which will not require your signature or need to be returned. Please keep a copy of this letter and all future confirmations for your records.

We look forward to working with you.

Signed for Time Inc. (UK) Ltd

Time Inc. (UK) Ltd
Registered office as above. Registered Number: 53626 England & Wales

Blue Fin Building | 110 Southwark St | London SE1 0SU
Switchboard | 020 3148 5000 | www.timeincuk.com

Beverley Watts
Digital Content Director, Woman's Weekly

T: 0203 148 86351
E: beverley.watts@timeinc.com

Date.....12.5.15.....

I agree to the terms set out above, and the Time Inc. (UK) Ltd Terms and Conditions attached (which I have read), and in consideration for your agreement to pay the fees agreed for each commission I hereby assign, where relevant by way of present assignment of future copyright, to Time Inc. (UK) All Rights in the materials commissioned from me now or in the future [upon the terms set out above and enclosed].

Signed by Contributor

.....

Name: Arena Illustration

Position.....

Date.....

Core Contributor All Rights 2014

Time Inc. (UK) Ltd
Registered office as above. Registered Number: 53626 England & Wales

Rights Agreements - Terms and Conditions
Time Inc. (UK) Ltd

1. The original commissioning letter in conjunction with these Terms and Conditions, comprise the specific terms upon which you are supplying commissioned material(s) to Time Inc. (UK) Ltd (the "Terms"). Please note that these Terms will apply in respect of all material(s) commissioned now and in the future unless notified otherwise.

2. Copyright in the material(s) shall be assigned or licensed to Time Inc. (UK) Ltd, as agreed in the commissioning letter. Time Inc. (UK) Ltd reserves the right to store all material(s) in its archives in any format whether printed electronic or otherwise.

3. The commissioning letter must be signed by you and returned to Time Inc. (UK) Ltd. However, in the case where a licence is being granted to Time Inc. (UK) Ltd, your failure to sign and/or return the commissioning letter whilst accepting the fees relating to any commission will constitute an acceptance by you of the Terms.

4. The completed material(s) shall conform to the particulars provided of each commission, and be of a quality acceptable to the Time Inc. (UK) Ltd commissioning editor in his/her absolute discretion. For the purposes of this agreement "material(s)" shall mean materials of any nature including (but not limited to): written works, photographs, artwork, audio-visual recordings, sound recordings or any other such works that acquire copyright on their creation and all preliminary drafts and earlier versions of these materials.

5. You warrant that the material(s) supplied will be original, not libellous, will not infringe any copyright or other third party right and that they will not be otherwise actionable matter. Time Inc. (UK) Ltd reserves the right to withhold publication and all or part of the applicable fees should it reasonably suspect that you have breached this clause 5.

6. Save for One Use material(s), you warrant that the material(s) will be supplied exclusively to Time Inc. (UK) Ltd and that no part of any of the materials has been previously published in any product, format and/or media platform (whether printed, electronic or otherwise).

7. Where the material(s) are licensed to Time Inc. (UK) Ltd, you grant Time Inc. (UK) Ltd the right to sublicense the material(s) to its affiliated, associated and joint venture companies.

8. Time Inc. (UK) Ltd expressly reserves the rights to edit, amend and/or adapt the material(s) so far as required for publication and licensing in Time Inc. (UK) Ltd's absolute discretion.

Time Inc. (UK) Ltd
Registered office as above. Registered Number: 53626 England & Wales

9. Under the commissioning letter you have agreed to waive your moral rights; this means that you irrevocably waive so far as legally possible all those rights set out in Sections 77 and 80 of the Copyright, Designs and Patents Act 1988, and all similar rights which you now have or may at any time acquire anywhere in the world in relation to the material(s).

10. Once the material(s) have been submitted to Time Inc. (UK) Ltd, the material(s) may only be withdrawn if agreed in writing by Time Inc. (UK) Ltd. Time Inc. (UK) Ltd reserves the right to demand repayment of any fees you have received up to the date of such withdrawal.

11. Failure to deliver the material(s) by the deadline agreed with the Time Inc. (UK) Ltd commissioning editor may result in the cancellation of the commission concerned. Delivery of the material(s) is at your expense unless agreed otherwise.

12. Time Inc. (UK) Ltd does not guarantee to publish the material(s) within any specified period of time, or at all. The fees for a cancelled commission shall only be paid if agreed in writing by Time Inc. (UK) Ltd.

13. You must maintain the strictest confidentiality on all matters relating to the material(s) and/or your relationship with Time Inc. (UK) Ltd. Time Inc. (UK) Ltd reserves the right to cancel the commission should it reasonably suspect that you have breached this clause 13.

14. Any expenses will be paid only when they are defined and agreed with the Time Inc. (UK) Ltd commissioning editor at the time the material(s) are commissioned. Agreed expenses shall be paid within a reasonable time only after production of receipts, submitted when requested.

15. In the event that any complaint or claim relating to the material(s) is made by any third party at any time, whether a formal legal complaint or otherwise, you agree to co-operate fully with Time Inc. (UK) Ltd in responding to and defending such complaints or claims. Time Inc. (UK) Ltd, at its sole discretion, shall have full conduct of any such claim. Time Inc. (UK) Ltd reserves its rights to make a claim against you for any loss incurred where a claim is as a result of your breach of any of these Terms in relation to the material(s).

16. You will comply with The Bribery Act 2010.

17. Time Inc. (UK) Ltd may seek legal remedies and indemnities from you should you breach any of these Terms including but not limited to the warranties given under clauses 5 and 6.

Time Inc. (UK) Ltd
Registered office as above. Registered Number: 53626 England & Wales

18. Any amendment and/or variation to the Terms shall not be valid unless agreed in writing by Time Inc. (UK) Ltd. Time Inc. (UK) Ltd reserves the right to alter and amend the Terms from time to time, and will notify you of such changes by email or post.

19. If at any time any provision of the Terms becomes void or unenforceable this shall not affect the rights and obligations of the parties with regard to the remaining provisions of these Terms.

20. These Terms shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction in respect of any dispute brought by you relating to these Terms, however Time Inc. (UK) Ltd reserves the right to bring a claim against you in any jurisdiction.

Time Inc. (UK) Ltd
Registered office as above. Registered Number: 53626 England & Wales