



Publication Terms WPG (version September 2022)

Contribution(s) and applicability of these terms

1. The Freelancer (being the natural or legal person who independently exercises his/her profession or otherwise works on a freelance basis) will produce - and/or has already done so - in accordance with an assignment from the Publisher (being WPG Uitgevers B.V., WPG Media or any other affiliated company belonging to the WPG group) a contribution or contributions (hereinafter: the Contribution(s)) with the intention that it/they will be reproduced and published through one or more of Publisher's products in whatever form or medium (hereinafter: the Publication). This expressly includes audio, video and film material.
2. In addition, these terms and conditions also apply to situations where Freelancer produces a Contribution at his/her own initiative, and offers this to the Publisher for publication in one of the Publisher's products regardless of form or medium.
3. These publication terms and conditions apply to all assignment agreements (including assignment confirmations or confirmation orders) relating to a Contribution for one of the Publisher's publication products, including the agreement which is entered into when the Freelancer offers a Contribution for publication at his/her own initiative.
4. The applicability of Freelancer's own terms and conditions, should any exist, is expressly excluded.
5. The Publisher is entitled to amend these terms and conditions at any time provided that such amendment does not result in a significant deterioration of Freelancers position.

License

6. Freelancer grants Publisher the following rights for the duration of the copyright:
 - a. The right to reproduce, publish, (re)use, exploit and have exploited the Contribution(s), either in whole or in part, in the Publication for which the Contribution(s) was intended and in any other product of that Publication, that is published by or on behalf of the Publisher, regardless of its form and technique, whether or not in combination with contributions from third parties, translated, modified or shortened. The right granted in this section includes, but is not limited to, the right to include the Contribution(s) in any print and digital versions (for example on the internet) of the Publication, or in the Publisher's central digital archive and to reprographically exploit it, for example as newspaper cuttings and clipping-services and for use in advertisements and/or for the purpose of any promotional activities for the Publication and in any other publications of Publisher. In case the Contribution is re-used in another publication/label of Publisher, Freelancer shall be entitled to an additional one-off fee of 15% of the original fee.



- b. The right to include or allow the inclusion of (parts of) the Contribution(s) in, and to exploit via, the Publisher's digital databases offline (cd-rom or other data carriers) and online and/or those of third parties and thereby making it/them available to the public (including inclusion in and exploitation of a digital archive and a digital clipping-service).
- c. In exchange for an additional 15% of the original fee, the right to grant a sublicense to another (foreign) publisher to use the (translated) Contribution(s) for all forms of publication and media for the foreign edition of the Publication for which the Contribution is intended.
7. The rights set out in Article 6 expressly include the right to use the Contribution in all conceivable forms and in all conceivable ways on all conceivable media, regardless of whether the form or manner of exploitation and/or the media used were already known at the time the Contribution was accepted and regardless of the techniques used.
8. The fee and/or expenses to be paid for the Contribution(s) will be agreed between Parties and shall qualify as the total and fair compensation for all use – whether actual or anticipated – of the Contribution(s) as defined in this agreement.
9. If the Freelancer is entitled to an additional fee on the basis of mandatory law, the Parties will start negotiations in good faith. The starting point for such negotiations will be that, in the event of exploitation in a manner not yet known at the time Freelancer and Publisher entered into the assignment agreement, the Publisher is only obliged to pay an additional fair compensation for such exploitation to the extent that any additional revenues resulting from that new manner of exploitation exceed the revenues from previously known forms of exploitation.
10. After expiry of the license granted to Publisher in the assignment agreement, the Freelancer will have the right to offer the Contribution(s) for publication in third party publications.
11. The Publisher is entitled to participate in collective arrangements for reuse on behalf of itself and the Freelancer, and if necessary to enter into agreements with collective rights societies, provided such an agreement takes into account the rights of the Freelancer under this agreement.
12. Revenues from collective arrangements as referred to above will – after deduction of costs – be shared on a 50/50 basis between Publisher and Freelancer. Payment of Freelancer's share could take place via the LIRA Foundation (Stichting LIRA) or Pictoright.
13. Without prejudice to the provisions of these Publication Terms and the assignment agreement, the Freelancer retains any other rights which may derive from the copyright in the Contribution(s).
14. Freelancer hereby authorises the Publisher to take legal action against any copyright infringement of the Contribution(s), in its own name if it wishes to do so.

Acceptance, indemnification and credits

15. The Publisher reserves the right to reject a Contribution if it does not meet the agreed requirements and/or Publisher's quality standards. If a Contribution is accepted by the Publisher the agreed fee will be paid. Publication of a Contribution is entirely to Publisher's own discretion. If Publisher decides not to publish an accepted Contribution which has been produced as part of an assignment, he shall inform the Freelancer of this decision.
16. The Freelancer warrants that he/she owns the full copyright in the Contribution(s) and any additional material supplied with it and that he/she has the right to grant the rights to

Publisher as agreed in Article 6 and warrants that by publishing the Contribution(s) the Publisher will not infringe any third party rights. Freelancer indemnifies the Publisher against all claims from or on behalf of third parties concerning the content or use of the Contribution(s).

17. The name of Freelancer will be mentioned in the Publication unless otherwise agreed or if this is not in accordance with the normal practice or rules of that particular Publication.

Performance of an assignment

18. The Freelancer is free to carry out the assignment at his/her own discretion and without the supervision or management of the Publisher. Without prejudice to the foregoing, Freelancer is required to comply with timely and responsibly given directions regarding the results of the assignment, such as the subject, the number of words, choice of spelling and/or terminology and/or summaries and/or the use of (foot)notes, compliance with the editorial formula, delivery of copy/images, the subject of the assignment, format and/or size of the Contribution and other instructions for implementation of the services to be provided by the Freelancer within the scope of the assignment. The subject, size, title and positioning of the Contribution(s) shall be determined in consultation with the editor, to the extent that no specific arrangements have already been agreed.

19. The Freelancer shall personally carry out the assignment. Should the Freelancer wish to engage a third party to perform the assignment he/she must get prior approval from the Publisher. Freelancer shall at all times remain personally liable for the performance of the assignment and shall indemnify the Publisher against any and all possible claims from third parties regarding copyright or any other rights which such third party may have in the Contribution(s).

Autonomy

20. The Freelancer will work for the Publisher on a freelance basis whilst independently carrying out his/her profession.

21. The Freelancer and the Publisher wish to contract with each other on the basis of an *assignment agreement* as defined in Article 7:400 et seq. of the Dutch Civil Code. Freelancer and Publisher expressly state that neither has the intention of entering into an employment agreement within the meaning of Article 7:610 et seq. of the Dutch Civil Code.

22. Freelancer and Publisher have chosen to expressly disapply a situation of a possible fictitious employment of homeworkers, or the equivalent, as envisaged by Articles 2b and 2c of the Implementation of Wages Tax 1965 ("Uitvoeringsbesluit Loonbelasting 1965") and Articles 1 and 5 of the Decree determining cases in which a working relationship is qualified as employment agreement ("Besluit aanwijzing gevallen waarin arbeidsverhouding als dienstbetrekking wordt beschouwd" Decree of 24 December 1986, Stb 1986, 655) and have therefore drawn up these Publication Terms and the assignment agreement and will sign them in advance of any payment.

23. The Freelancer has consciously chosen this type of working relationship knowing that workers' rights and obligations are therefore not applicable.

24. The fee agreed between the Parties is a gross amount. In the unlikely event that there is found to be (or have been) an employment agreement then the Publisher is entitled to adjust the fee taking into account that situation and to recover all related damages from the Freelancer, to

the extent permitted by law. Such damages shall include income tax and social security contributions.

25. The Publisher expressly agrees to the Freelancer carrying out work on behalf of other clients.

26. At Publishers request, the Freelancer will provide a valid identification document.

Exclusivity

27. Unless otherwise agreed in writing, the license granted regarding the Contribution is exclusive for the first three months for weekly magazines, six months for monthly publications and twelve months for a magazine which is published less than eleven times a year. This period commences on the date of the initial publication or, if within one year after the assignment being granted no publication has taken place, the date of the invoice for that assignment. During the period of exclusivity the Freelancer can ask the editor of the Publication for which the Contribution is intended for permission to use (or allow the use of) the work for a different purpose, for example for his/her own promotional purposes. Such consent will not be unreasonably withheld.

28. After the applicable three, six or twelve month period the exclusive license will automatically become a non-exclusive license for the remainder of the period of the existing copyright. The inclusion of the Contribution(s) in a public database is considered sufficient exploitation for the continuation of the non-exclusive license.

Law and Disputes

29. All agreements between the Publisher and the Freelancer are governed by Dutch Law.

30. Any dispute in relation to (the performance of) this agreement and the associated assignments and duties shall exclusively be submitted to the competent court in Amsterdam.

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