

Date: 11 May 2009

---

Dear SIR/MADAM,

As you know, the publishing business has changed dramatically over the past few years, driven by the growing importance of the Internet.

All major publishers have had to make significant changes in their internal structures and working practices to enable them to meet the needs of both print and web. The web works to a different rhythm, with content published continually rather than periodically.

For these reasons, we also need to change the way we buy content from our external contributors. As with our old internal processes, the old ways of buying external content, which worked for print, don't work in a world of print and web.

So we have put together a new contract (copy attached) setting out how we need to work with external photographers. These are the key points:

- When we commission work from you, we will agree a single fee with you in advance which will allow us to use and reuse the pictures produced in all media across all Reed Business titles and products at any time.
- The fee agreed for each individual job will include all expenses, production fees etc.
- We may specify a period during which we have exclusive use of the pictures (i.e. during which you cannot allow anyone else to use them). But after that period (or from the start if no period is specified) you are free to sell the pictures elsewhere. If anyone outside of RBI contacts us expressing an interest in your pictures we will refer them to you.
- We need you to comply with a service level agreement that covers things such as quality and delivery of work.
- Payment will be according to RBI's standard payment terms.
- We will credit you on first publication of any pictures, and wherever possible thereafter..
- The above terms supersede any previous agreement you may have with RBI and any terms and conditions you may issue on your invoices or otherwise. They will apply to all new work commissioned after the date of this letter.

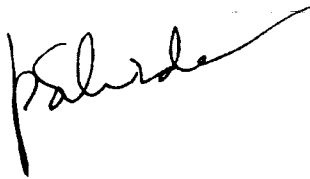
We need to buy photography on these new terms if we are going to be successful in the new world of publishing. So in future, we are only going to be able to commission work from photographers who sign up to them.

The benefit to photographers who sign up to the new contract is that they will become part of a pool of approved suppliers who can be used by all RBI products. Photographers on this list may well find themselves being commissioned by publications that have not previously used them.

I hope very much that you will be part of that group. To join the approved list, please sign the enclosed contract and return it to Global Procurement, 8<sup>th</sup> Floor, Quadrant House, The Quadrant, Sutton, Surrey, SM2 5AS.

If you have any questions about this contract, please contact the Procurement team on +44 (0) 20 8652 3453.

Yours sincerely,



---

Karl Schneider  
Editorial Development Director  
Reed Business Information

**COPYRIGHT AGREEMENT**

**Freelance Photographers**

**Date:** 14 May 2009

SIR/MADAM  
OPTICAL ART  
HILDENE  
WEST HILL  
UTTOXETER  
ST14 8BN

Dear SIR/MADAM,

This document – which incorporates the terms and conditions on the attached schedule and Service Level Agreement – contains the terms on which we will, effective from the date of this document, commission from you photography (referred to in this document as 'work' and/or 'job') for all titles and publications published by Reed Business Information Limited and its affiliated companies within what is currently Reed Business (together 'RBI') and any other titles or services in any media now known or hereafter developed that RBI may launch.

Fees will be agreed in advance for each individual piece of work and paid according to RBI's standard payment terms from time to time. The fee agreed for each individual job will be all inclusive and no expenses or other costs will be paid over and above this fee.

You undertake to follow the Freelance Photographer Service Level Agreement (attached). Exceptions to the SLA must be agreed in writing.

We reserve the right to edit material delivered. In the event we determine that any work is unacceptable or that it cannot successfully be revised, no payment will be made. All rights to that work will then revert to you.

You will be credited on first publication and, where possible, on future publication although we shall not be liable for any failure by our licensees to do so.

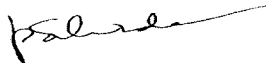
You warrant and undertake that you have used your best efforts to ensure that all work prepared for RBI will be original and will not have been previously published and that it will not infringe any copyright or other intellectual property rights.

In the event that any complaint or claim relating to any existing or future work is made by any third party at any time, whether a formal legal complaint or otherwise, you agree to co-operate fully with us in responding to and defending such complaints or claims.

You hereby grant to RBI the non-exclusive irrevocable right to publish, for no additional fee, all work in any of its publications, products, services and associated promotional activities and materials, in all forms and media now known or hereafter developed.

Any other interest in the work received by RBI from a third party will be referred back to you but you agree not to publish the work or permit the work to be published by any such third party prior to  3  6  9  12  24 months after the initial date of publication by RBI.

This agreement contains the entire agreement between us and supersedes any prior oral or written agreement. It will not be varied by any terms and conditions subsequently submitted by you.



\_\_\_\_\_  
Signed on behalf of Reed Business Information

Karl Schneider  
Editorial Development Director

\_\_\_\_\_  
Vendor Signature

SIR/MADAM  
OPTICAL ART

Reed Business Information Ltd  
Quadrant House,  
The Quadrant  
Sutton, Surrey, SM2 5AS  
Registered in England, N<sup>o</sup> 151537

T: +44 (0)20 8652 3500  
www.reedbusiness.com

A division of Reed Business

## Schedule

### Part A: TERMS & CONDITIONS

1. The work completed shall conform to the service levels in Part B of this Schedule and to our brief and be of a quality acceptable to the commissioning editor, in his/her absolute discretion.
2. You will endeavour to ensure that the work supplied will not be libellous, infringe any copyright or be otherwise actionable.
3. Once work is submitted, it cannot be withdrawn unless by mutual consent.
4. Work must be delivered by the deadline agreed with the commissioning editor. Delivery is at your expense unless agreed otherwise.
5. You will keep confidential the details of all commissions and any other confidential information you may acquire regarding titles published by RBI.
6. We do not guarantee to publish work within any specified period of time.
7. Any access provided by us to any of RBI's products or services for the purpose of enabling you to fulfil your commissions are to be used solely for the purpose of your work for RBI. You will not share any user ID or password with anyone else and you will adhere to the terms and conditions of use that apply to that product or service. We may terminate this access at any time.
8. This agreement shall be governed by the Laws of England and Wales.

## **Part B SERVICE LEVEL AGREEMENT**

### **Freelance Photographers**

1. Lead (commissioning) time: RBI will give as much time as reasonably possible. Two weeks is reasonable for features.
2. The commissioning editor will supply a brief that will include: deadline; subject; location; arrangements to be made; required shots. This information will be confirmed electronically.
3. Turn-round time will be:
  - a. News photos within 24 hours or sooner if required
  - b. Interviews / portraits / features – 2 days
  - c. Urgent images can be uploaded straight to web as long as there is an internet connection, so turn around time could be as soon as 1 hour after shoot.
4. The photographer must use a professional DSLR camera, at least 8 mega pixels.
5. Photographer should state their camera spec.
6. Sharpening must be turned off in camera and colour space must be Adobe RGB 1998, not sRGB.
7. All images will be supplied in jpeg or tif format on DVD, CD or email.
8. All images will be in RGB for final output in colour, unless B& W has been specified.
9. Images where possible to be shot in RAW format and converted to 8 bit tiffs. Prior to conversion images must be cleaned (sensor marks) & colour corrected. Jpg images must be saved with Adobe RGB 1998 colour space.
10. Image file size, uncompressed must be minimum of 18mb and compressed using high compression level, 10-12, at 300dpi resolution.
11. If images are urgent and need to be emailed, hi-res jpg's no bigger than 3mb compressed and no smaller than 1mb compressed.
12. Images should contain File Info or metadata; specifying description, location of image & copyright status. (If the photographer has a username & password for Fotoweb they can upload images straight to website).