



Commissioned content terms and conditions

By accepting these terms and conditions, you (the "Content Provider") understand that you are entering into a legally binding agreement with **QUILL CONTENT LIMITED** whose registered offices are at 90 Fetter Lane, London, EC4A 1EQ, United Kingdom ("Quill"), commencing on the day on which you indicate acceptance of this agreement.

Background

- A. Quill wishes to add the Content Provider to its global network of Content Providers and to establish a contractual framework pursuant to which Quill may engage the Content Provider for the provision of different content creation services and materials from time to time.
- B. These terms and conditions set out the general terms which the Content Provider agrees to comply with in providing any services or materials as set out in a Work Order.
- C. The Parties agree that each Work Order shall automatically incorporate all of the terms and conditions of this Agreement and will record the entire agreement between the Parties.

1. Definitions and interpretation

- 1. In this Agreement, except as expressly stated otherwise or where the context otherwise requires, references to:
 - 1.1. paragraphs, sub-paragraphs, clauses, sub-clauses, exhibits and schedules are to paragraphs, sub-paragraphs, clauses, sub-clauses, exhibits and schedules to this Agreement;
 - 1.2. the singular shall include the plural and vice versa;
 - 1.3. words denoting one gender shall include all genders;
 - 1.4. any person shall include an individual, firm, company, body corporate, state or agency of state, local or municipal authority or governmental, trade, industry or regulatory authority, body, committee or agency or any partnership, trust, association, joint venture (whether or not having separate legal personality) and all successors of the same;
 - 1.5. any law, statute, regulation, guidelines or code shall mean and include any law, statute, enactment, order, regulation, instruction, direction, guideline, standard or code of conduct or other similar instrument in any jurisdiction; and
 - 1.6. any reference to any law, statute, regulation, guideline or code shall be construed as a reference to the same as it may be from time to time, as amended, modified or re-enacted by any subsequent law, statute, regulation, guideline or code.
- 2. The terms and conditions set out in this Agreement together with the terms of the relevant Work Order apply to each such Work Order to the exclusion of all other terms that the Content Provider may seek to introduce or incorporate and any that may otherwise be implied by trade practice or course of dealing.
- 3. Each Work Order is a separate agreement between the Parties and each Work Order will be separately terminable by either Party in accordance with the termination provisions of this Agreement and the relevant Work Order.



4. If there is a conflict between these terms and conditions and the terms and conditions of a Work Order, then the express terms of the relevant Work Order shall prevail to the extent strictly necessary to resolve such conflict.
5. The headings contained in this Agreement are for ease of reference only.
6. In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

"Acts"	means the CDPA, the Copyright and Related Rights Regulations 2003 and any relevant or similar legislation.
"Agreement"	means these terms and conditions.
"Agreed Expenses"	has the meaning given in Clause 5.2.
"CDPA"	means the Copyright, Designs and Patents Act 1988.
"Charges"	means the charges (based on the Rates) payable to the Content Provider in consideration of the satisfactory provision of the Services, as provided for in Clause 5 and as more particularly specified in a Work Order.
"Client"	means any person, entity, business or company who has instructed Quill to provide services and/or materials.
"Commencement Date"	means the date of your acceptance of this Agreement.
"Completed"	means the acceptance of Content by Quill whether via a confirmation email or through the Quill Software, as the case may be.
"Confidential Information"	means (i) information relating to the business, Clients, service providers, products, affairs and finances of Quill; (ii) trade secrets, including, without limitation, technical data and know-how relating to the business of Quill or any of its service providers, Clients, shareholders or management; (iii) personal data; and (iv) any other information that should, by its nature, be treated as confidential, in each case, in whatever form (including, without limitation, in written, oral, visual or electronic form) and whether or not such information (if in anything other than oral form) is marked confidential.
"Content"	means any deliverables, content or materials (in whatever form) to be provided, created or developed, in whole or part, by the Content Provider pursuant to, and as the same may be particularised in, a Work Order.



"Event of Force Majeure"	<p>means any event outside the reasonable control of the affected Party, including, without limitation:</p> <ul style="list-style-type: none">(a) war, civil war, rebellion or strife, riots, invasion, act of enemy, terrorism or threat of terrorism, outbreak of hostilities, whether declared or not;(b) natural disasters or acts of God such as earthquakes, tidal waves, storms or floods;(c) explosions or fires;(d) strikes and labour disputes of all kinds (but not if by any employee of the affected Party or any contractor or agent of the affected Party);(e) failure of transmission facilities, satellite failure; or(f) acts of government or other prevailing authorities.
"Intellectual Property Rights"	<p>means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world, and all other similar proprietary rights in any jurisdiction and all applications, renewals, reversions and extensions in respect of any rights above so far as is or may become possible.</p>
"Pre-Existing Materials"	<p>means all documents, information, company and trade names, designs, logos and all other Intellectual Property Rights, excluding any rights in the Content, owned or used by Quill, any Client, or licensed to Quill from time to time by any third party.</p>
"Quill Policies and Guidelines"	<p>means the Privacy and Cookies Policy as amended from time to time and as more fully set out at http://www.quillcontent.com/legal/privacy and House Guidelines and Quill Writing Style Guide as made available to the Content Provider by Quill from time to time.</p>
"Quill Software"	<p>means the platform, API Feed and any related software, owned and used by Quill in the course of providing content services.</p>
"Rates"	<p>means the rates applicable to the Services, as specified by Quill from time to time.</p>
"Services"	<p>means those services commissioned by Quill to be provided by the Content Provider as specified in a relevant Work Order.</p>



"Term"	means the duration of this Agreement, which shall begin on the Commencement Date and continue until terminated in accordance with Clause 19.
"Tools"	means such web-based or other tools as may be nominated by Quill from time to time in accordance with Clause 4.1.14 (including, without limitation, Quill Software, Google Sheets and Slack).
"Work Order"	means any communication from Quill (including, without limitation, an automated communication via the Quill Software) which establishes the nature of the particular Services required and associated commercial arrangements.

2. Agreement structure

- 2.1. This Agreement governs the overall relationship of the Parties in relation to the Services provided by the Content Provider to Quill, and sets out:
 - 2.1.1. the procedure for Quill to request the provision of Services by the Content Provider under a Work Order; and
 - 2.1.2. the terms and conditions applicable to such Services.

3. Work Orders

- 3.1. Quill may, from time to time, send the Content Provider a Work Order, however Quill shall be under no obligation to engage the Content Provider with any Work Order during the term of this Agreement. Work Orders may be issued by email via an automated task in the Quill Software ("Task") or directly by Quill. Quill shall also have no obligation as to the quantity of Services or Content, if any, requested under any Work Order.
- 3.2. The Content Provider must accept a Work Order within the timescales (if any) specified in the Task or by Quill, or where no timescales are specified, within a reasonable timeframe, taking account of the nature of the Services. If the Content Provider fails to provide its acceptance of a Work Order within these timescales, Quill reserves the right to reassign the Work Order to another content provider and Quill shall have no liability for any costs or expenses incurred by the Content Provider arising from or relating to the Work Order (including, without limitation, the performance of any Services by the Content Provider under the Work Order).
- 3.3. Nothing in this Agreement shall prevent Quill from contracting with other content providers or suppliers that may be deemed competitors of the Content Provider.
- 3.4. The Parties agree that each Work Order (once accepted by the Content Provider in accordance with Clause 3.2) together with the terms and conditions set out in this Agreement, shall form a separate contract between Quill and the Content Provider.

4. Provision of Services

- 4.1. In performing Services, the Content Provider shall:
 - 4.1.1. comply with any relevant policies, procedures and rules of Quill, including all of the Quill Policies and Guidelines;



- 4.1.2. perform the Services and produce and deliver any Content in accordance with the terms of the relevant Work Order (including, without limitation, any relevant timescales for delivery) and in accordance with any other supplemental instructions given by Quill from time to time;
- 4.1.3. do all such things as may be reasonably required by Quill, at the Content Provider's cost, to procure any licences, permissions, consents or other matters necessary for the full exercise by Quill of the rights granted under this Agreement and for the proper fulfilment of each Work Order, including making any relevant applications or assisting Quill with such applications;
- 4.1.4. during the Term, allow Quill and/or other persons authorised by Quill to examine and view any Content or any other work being undertaken pursuant to a Work Order;
- 4.1.5. behave in a professional, lawful and proper manner at all times and perform all Services using a reasonable standard of care and high level of technical and professional expertise;
- 4.1.6. in the course of performing any Work Order, use an email address as specified and provided by Quill, if so required;
- 4.1.7. make all such amendments and revisions to the Content as may reasonably be required by Quill at no additional cost to Quill until Quill confirms the relevant Content has been Completed;
- 4.1.8. in the course of performing any Work Order, complete and submit time sheets to Quill, if so required;
- 4.1.9. work on a Client's site, and attend and participate in any briefings or meetings with Quill and/or the Client, as required by Quill or a Client from time to time;
- 4.1.10. if requested by Quill, communicate with other content providers, or provide feedback (to Quill or to the relevant content provider, as directed by Quill) in respect of the work of other content providers (in each case, at no additional cost to Quill);
- 4.1.11. provide, at no additional cost to Quill, all necessary assistance to Quill in producing any information, including proposals for potential Services or Content, as well as any relevant budgetary details to a Client;
- 4.1.12. devote such time, attention and ability to each Work Order as is required to ensure the delivery of the Services and Content in accordance with this Agreement and the relevant Work Order; and
- 4.1.13. in the case of visual, audio visual, or audio content, provide, at the point of Completion, at no additional cost to Quill, all original project and source files produced in the course of performing any Work Order;
- 4.1.14. use in the provision of the Services such Tools as Quill may specify from time to time;
- 4.1.15. be solely responsible for procuring and maintaining suitable network connections and telecommunications links from its systems to any Tools that Quill requires Content Provider to use in the provision of Services (in accordance with Clause 4.1.14);
- 4.1.16. be solely responsible for any problem, delay, loss, damage, delivery failure or failure by the Content Provider to perform the Services, arising from or relating to



the Content Provider's network connections or telecommunications links or caused by the internet; and

- 4.1.17. respond in a timely manner (or, where a communication is urgent, within such timeframe as Quill may specify) to all communications from Quill including, without limitation, requests for status updates or other information relating to the Services.
- 4.2. Unless otherwise expressly agreed with Quill, the Content Provider agrees and understands that any Content produced under a Work Order shall be anonymised and shall not include any reference to the Content Provider or contain a by-line.
- 4.3. Other than in the context of compliance with a requirement to work on a Client's site or to attend any briefings or meetings pursuant to Clause 4.1.9, the Content Provider agrees that it will neither contact nor enter into correspondence or communication with the Client, directly or indirectly, unless agreed by both parties in writing.
- 4.4. If any Content produced under a Work Order is, in Quill's sole discretion, not fit for purpose or does not otherwise meet Quill's requirements (including, without limitation, any relevant timescales for delivery, or other requirements outlined in Clause 4.1), Quill may reject the Content and/or cancel the Work Order and Quill shall not be liable for any associated Charges. For the avoidance of doubt, Quill reserves the right to reject the Content Provider's performance and refuse payment of the Charges where the Content is delivered, or any other Services are performed, after the agreed delivery date, or if the Content Provider is otherwise in breach of any other requirement set out in Clause 4.1.
- 4.5. Without prejudice to Quill's termination rights under Clause 4.4 (and elsewhere in this Agreement), Quill reserves the right to cancel any Work Order, or the Agreement (including all Work Orders), at any time without cause and with immediate effect on written notice to the Content Provider. If Quill cancels any or all Work Orders pursuant to this Clause 4.5 and the Content Provider has incurred any costs, solely in relation to performing the cancelled Work Order(s), the Content Provider shall be entitled to submit a request for payment of the costs incurred in respect of the relevant Work Order(s) and Quill shall consider that request in good faith and reasonably. Following Quill's consideration, Quill will make a payment to the Content Provider in such amount as Quill considers reasonable in the circumstances (in Quill's sole discretion) on an ex gratia basis.

5. Charges and expenses

- 5.1. Quill may at any time deduct from the Charges any sums that the Content Provider owes to Quill. Quill may also deduct from the Charges an appropriate amount where there is any overpayment of any kind or where Quill has to pay any fines or other penalties or unauthorised expenses and/or non-receipted expenses in respect of the Content or in respect of any Work Order.
- 5.2. Quill shall only reimburse the Content Provider for expenses that have been agreed by Quill and recorded in the relevant Work Order ("Agreed Expenses"). The Content Provider may invoice Quill for any such Agreed Expenses monthly in arrears, at cost and accompanied by full receipts.
- 5.3. Quill may, in its sole discretion, agree to reimburse the Content Provider (at the rate specified by Quill) for training. If Quill agrees to reimburse the Content Provider for training, Quill shall not be liable to pay for such training until such time as the Parties have entered into a Work Order following such training, and Quill has confirmed that any Content delivered under that Work Order, is Completed.



- 5.4. Unless otherwise provided for in the relevant Work Order, Quill shall pay the Charges by the 15th day of the month following the month in which the Content is confirmed by Quill as Completed, such payment to be made using PayPal or such other means as may be determined by Quill in its sole discretion.
- 5.5. Quill shall not be liable for any other payments except for the Charges payable by Quill to the Content Provider as set out in the relevant Work Order and Agreed Expenses, if any.
- 5.6. Unless otherwise specified in a Work Order the Charges set out in each Work Order constitute fixed and final Charges for each of the Services and/or items of Content identified in that Work Order and are not estimates. If the Content Provider wishes to alter the Charges howsoever, including in the event of any additional costs incurred from any revisions, such additional Charges must be approved in advance and in writing by Quill.
- 5.7. Quill reserves the right to amend the Rates payable for the Services from time to time, by giving the Content Provider notice in writing. Subject to Clause 5.8, any revised Rates shall apply to future Work Orders only and shall not apply retrospectively to existing Work Orders.
- 5.8. Notwithstanding Clause 5.7, the Parties agree that, where a Work Order includes a request for multiple Services or items of Content, the revised Rates shall apply to any Services not yet performed or Content not yet delivered ("Outstanding Work Items") under the relevant Work Order. If the revised Rates are not acceptable to the Content Provider, Content Provider must notify Quill immediately in writing and Quill shall be entitled to terminate the Work Order in respect of the Outstanding Work Items only.

6. Tax

- 6.1. The Content Provider shall be liable to the appropriate authorities for any form of tax or duty or other governmental impost including income tax and national insurance contributions in respect of sums payable in connection with this Agreement.
- 6.2. The Content Provider agrees to indemnify Quill and keep Quill indemnified against any claim or demand made against Quill in respect of any such or duty or other governmental impost including income tax and national insurance contributions in respect of sums payable in connection with this Agreement and against any interest or penalties imposed in connection with the same.
- 6.3. The Content Provider shall inform Quill of its tax reference number, or any other equivalent and any other relevant details on receiving such a request by Quill.

7. Intellectual property rights

- 7.1. The Content Provider irrevocably and unconditionally assigns automatically on delivery to Quill all Intellectual Property Rights (whether now or hereafter known or created and whether vested or contingent) in and to the Content and any other material provided to Quill.
- 7.2. The Content Provider warrants that all assignments pursuant to Clause 7.1 are free of third party rights, claims and encumbrances and, without prejudice to the foregoing, are made with full title guarantee and that where the assignment is of copyright it is made by way of assignment of present and future copyright.



- 7.3. The Content Provider unconditionally grants to Quill an irrevocable and perpetual right to all such consents as are or may be required for the exploitation of the Content in any way Quill sees fit.
- 7.4. The Content Provider irrevocably and unconditionally waives any moral rights and any similar rights in the Content and any other material provided to Quill.
- 7.5. Without prejudice to the other provisions of this Clause 7, the Content Provider agrees that the Content and any other material provided to Quill may be manipulated, cut, modified, added to or deleted in whole or in part for such as Quill may deem fit.
- 7.6. The Content Provider shall, at its own expense, do all things as Quill may determine desirable to complete the assignment to Quill of the Intellectual Property Rights and all other rights as set out in this Clause 7.
- 7.7. The Content Provider hereby indemnifies and holds harmless Quill, its employees, directors and any Client against any claims, actions, proceedings, losses, damages, expenses and costs (including, without limitation, court costs and legal fees) arising out of or in connection with any third party claim that Quill's or any Client's access or use of the Content infringes that third party's intellectual property rights.
- 7.8. The provisions of this Clause 7 shall survive the expiration or termination of this Agreement.

8. Warranties and undertakings

- 8.1. The Content Provider represents, warrants, and undertakes to Quill that:
 - 8.1.1. the Content Provider possesses the full power, authority and shall have the right to:
 - a) enter into and perform this Agreement and any associated Work Order; and
 - b) assign and grant the Intellectual Property Rights and any rights expressed to be assigned and/or granted under this Agreement as provided for in Clause 7 above;
 - 8.1.2. the Content Provider has not entered and will not enter into any other agreement, nor has done or will do any act or thing which would in any way interfere or conflict with the full and complete performance of the Content Provider's obligations under this Agreement and/or any Work Order;
 - 8.1.3. the Content Provider is or will be the sole author of all Content (except insofar as the same comprise material provided by Quill) and the sole provider of the Services and that the Content and Services:
 - a) are wholly original;
 - b) do not breach any statutory or other legal provision or regulation; and
 - c) do not breach or infringe the Intellectual Property Rights of any third party, and that Quill's and/or any Client's subsequent use of the Content, Services and any other material provided by the Content Provider shall not breach or infringe the Intellectual Property Rights of any third party;
 - 8.1.4. the Content and Services shall be fit for Quill's purpose and conform to Quill's specification as set out in any relevant Work Order or in accordance with any other additional specification notified to the Content Provider by Quill; and



- 8.1.5. it will not without the prior written consent of Quill, accept any commission, gift or other financial benefit or inducement from any third party in relation to this Agreement and any Work Order and it shall ask for or accept any payment, service or other valuable consideration for the inclusion of any plug, reference or product identification or any other matter in the Content and has no knowledge of any payment or provision of any valuable consideration having been made for the inclusion of any such matter in any Content.

9. Use of pre-existing materials

- 9.9.1. If the Content Provider wishes to use any Pre-Existing Materials in the context of any Work Order, the Content Provider will secure Quill's approval in writing in advance. The Content Provider shall identify the relevant Pre-Existing Materials to Quill within a reasonable timeframe in order for Quill to consider providing approval.
- 9.9.2. The Content Provider acknowledges and agrees that:
- 9.9.3. the Pre-Existing Materials are the exclusive property of Quill (or its associated companies, Clients and/or licensors);
- 9.9.4. the Content Provider has not acquired and/or shall not acquire any interest, licence or Intellectual Property Right in the Pre-Existing Materials in the course of this Agreement; and
- 9.9.5. the Content Provider shall not use the Pre-Existing Materials for any other purpose apart from in the course of performing the relevant Work Order, unless expressly authorised by Quill in writing.

10. Relationships/conflicts of interest

- 10.1. The Content Provider represents and warrants that any relationship with any employees of Quill has been disclosed to Quill before entering into this Agreement. In the event of any relationship forming with an employee of Quill, the Content Provider shall immediately inform Quill of such a relationship.
- 10.2. The Content Provider shall inform Quill immediately if the Content Provider has undertaken any work for any other organisation or individual which is the same or similar to the scope of a Work Order and which could result in a conflict of interest.
- 10.3. The Content Provider undertakes to disclose any potential conflict of interest in relation to this Agreement and/or any Work Order.

11. Indemnity

The Content Provider hereby indemnifies and will keep Quill, its employees and officers indemnified from and against any and all costs, claims, damages, fees, losses, liabilities, demands, and expenses (including reasonable legal expenses) arising as a result of the Content Provider's (or the Content Provider's employees', agents' or sub-contractors') negligence, breach of statutory duty, or breach of this Agreement or any Work Order (including, without limitation, any additional costs or expenses incurred by Quill: (i) in engaging an alternative content provider to deliver Content or Services that the Content Provider has failed to deliver on time or to the required standard; or (ii) as a result of or in



connection with any failure by the Content Provider to comply with the provisions of Clause 4.1)..

12. Limitation of liability

- 12.1. This Clause 12 sets out the entire financial liability of Quill (including any liability for the acts or omissions of its employees, agents and sub-contractors):
- 12.1.1. arising under or in connection with this Agreement and any Work Order;
 - 12.1.2. in respect of any use of any information, materials or Pre-Existing Materials by the Content Provider in the course of this Agreement and any Work Order; and
 - 12.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement and any Work Order.
- 12.2. Nothing in this Agreement excludes the liability of Quill:
- 12.2.1. for death or personal injury caused by Quill's negligence; or
 - 12.2.2. for fraud or fraudulent misrepresentation.
- 12.3. Quill shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 12.4. Subject to Clause 12.5, Quill's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with any Work Order shall be limited to the total Charges paid in respect of that Work Order during the thirty (30) days immediately preceding the date on which the relevant cause of action arose or, in the event of no Charges being paid by Quill in the said preceding thirty (30) days, the total a sum of £1,000.
- 12.5. Quill's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Agreement and all Work Orders shall in no circumstance exceed the total a sum of £[10,000].

13. Insurance

Quill, acting reasonably, may require the Content Provider to have and maintain at the Content Provider's expense adequate insurance cover from a reputable insurance company in respect of all relevant risks, including professional indemnity. In the event that Quill has required the Content Provider to have insurance, the Content Provider shall, upon Quill's written request, provide Quill with evidence of the insurance cover being in place and having full force and effect. Quill accepts no responsibility or liability with regard to the Content Provider's possessions and equipment and the Content Provider should procure such insurances as the Content Provider sees fit.

14. Confidentiality



- 14.1. The Content Provider shall maintain all Confidential Information received from Quill whether orally or in writing, in confidence and shall not disclose the same to any third party nor use for any purpose, other than the proper fulfilment of its obligations under this Agreement and/or any Work Order. The Content Provider shall not disclose or otherwise make available such Confidential Information to any third party for the term of this Agreement and for a period of no less than two (2) years following the later of the termination of this Agreement or the termination of the last effective Work Order.
- 14.2. The Content Provider shall (without limiting Quill's rights under this Agreement or at law) promptly notify Quill of any unauthorised access, or attempted access, to Quill's Confidential Information by any third party of which it becomes aware.

15. Data protection

- 15.1. Quill shall use the Content Provider's personal data in accordance with Quill's Policy and Guidelines. The Content Provider hereby consents to the use of such personal data as described in the relevant policy including the transfer of such personal data and agree that all personal data provided to Quill is accurate and up to date.
- 15.2. If and to the extent that the Services require the Content Provider to process any personal data on behalf of Clients, then the Content Provider shall be the data processor as such term is defined in the Data Protection Act 1998 ("DPA"). The Content Provider shall:
 - 15.2.1. only process such personal data in accordance with the Client or Quill's instructions;
 - 15.2.2. not transfer any personal data outside of the European Economic Area without prior written consent; and
 - 15.2.3. take appropriate measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing.

16. Publicity

- 16.1. In the course of performing any Work Order, the Content Provider shall not:
 - 16.1.1. include or reproduce the Content prepared in connection with the relevant Work Order in the Content Provider's portfolio, CV or any other place that the Content Provider advertises or demonstrates any work;
 - 16.1.2. reference, list or name any brands or Client's names, logos, trade marks or brands, in respect of which Services have been provided, on any social media sites or platforms which for the purposes of this Agreement shall include (but is not limited to) Facebook, Tumblr, Instagram or Twitter;
 - 16.1.3. without prejudice to Clauses 16.1.2 and 16.2.3, reference any Pre-Existing Materials, Quill or Client Intellectual Property Rights or use the name, logo or brand of any Client without Quill's prior written consent; and/or
 - 16.1.4. reproduce Content in any way for any other person or entity.
- 16.2. Subject to Clause 4.2, in relation to performing any Work Order, or in the course of this Agreement the Content Provider may:
 - 16.2.1. for the purposes of providing Services only, refer to Content produced under this Agreement via a hyperlink or URL that links to the published Content;



- 16.2.2. without prejudice to Clause 16.1, state on the Content Provider's CV or general social media or networking profile that the Content Provider has produced content for Quill; and
 - 16.2.3. make reference to the Clients or brands the Content Provider has produced any Content for in the Content Provider's CV or LinkedIn page only but shall expressly state that such content was produced in the course of the Content Provider being part of Quill's global network.
- 16.3. The Content Provider shall not make any statements to the press or any media service, including any form of social media, or distribute or circulate any written release, promotional literature, news story, advertising, publicity or communications of any kind to any other party regarding any Client, any Work Order, any Confidential Information or this Agreement without Quill's prior written approval.

17. Non solicitation

- 17.1. For a period beginning on the Commencement Date and ending twelve (12) months after the date on which this Agreement or, if later, the last effective Work Order expires or is terminated in accordance with its terms, the Content Provider shall not directly or indirectly solicit or entice away (or attempt to solicit or entice away) from Quill any employee of Quill and/ or any Client.
- 17.2. If the Content Provider breaches Clause 17.1 above in respect of any employee of Quill, then the Content Provider shall, on demand, pay to Quill a sum equal to one (1) year's basic salary or the annual fee that was payable by Quill to that employee, together with any recruitment costs incurred by Quill in replacing such person.
- 17.3. If the Content Provider breaches Clause 17.1 above in respect of any Client, then the Content Provider shall, on demand, pay to Quill a sum equal to the charges paid to Quill by the Client for the last three (3) orders placed by that Client.

18. Force majeure

- 18.1. Neither Party shall be liable for any delay or non-performance in performing any of its obligations under this Agreement and or any Work Order, to the extent that such delay or non-performance is caused by an Event of Force Majeure. A Party affected by an Event of Force Majeure shall immediately inform the other Party in writing of the facts and circumstances of such Event of Force Majeure.
- 18.2. If this Agreement cannot be enforced or a Work Order performed due to an Event of Force Majeure for a continuous period of at least fourteen (14) days, either Party may be entitled to terminate this Agreement immediately by notice in writing to the other Party.
- 18.3. Quill shall be entitled to engage any third party for the performance of any Work Order during any period in which the Content Provider is affected by an Event of Force Majeure. In such an event the Content Provider shall immediately supply all Content or parts of the Content already produced or procured in connection with the affected Work Order to Quill and consents to Quill delivering the same to a third party and Quill reserves the right to make an appropriate reduction of the Charges.

19. Termination

- 19.1. If either Party is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within ten (10) days of



receipt of written notice from the other Party giving full particulars of the breach and of the steps required to remedy it, the other Party, may at its option and without prejudice to its other rights and remedies, terminate this Agreement immediately by giving notice to the Party in default.

- 19.2. Quill may terminate this Agreement immediately by notice in writing in the event that:
- 19.2.1. the Content Provider is unable to perform any Work Order by the completion date specified by Quill;
 - 19.2.2. in Quill's sole discretion, the Content produced under a Work Order is deemed materially different, unusable or falls below the standards reasonably expected of the Content Provider, furthermore Quill shall not be liable for any Charges and Clause 20.1.5 shall apply;
 - 19.2.3. the Content Provider enters into any composition or arrangement with any creditors or anything similar or relevant in any other jurisdiction;
 - 19.2.4. a bankruptcy order is made against the Content Provider or anything similar or relevant in any other jurisdiction;
 - 19.2.5. the Content Provider is subject to an application for an interim order under the Insolvency Act 1986 or anything similar or relevant in any other jurisdiction;
 - 19.2.6. an interim receiver of the Content Provider's property is appointed under the Insolvency Act 1986 or anything similar or relevant in any other jurisdiction; or
 - 19.2.7. the Content Provider's acts, conduct or performance, as determined by Quill in its sole discretion, adversely affect the interests or reputation of Quill or any of its Clients.
- 19.3. If Quill terminates the Agreement in accordance with Clause 19.1 or 19.2, all Work Orders shall immediately terminate and Quill shall not be liable for any of the relevant Charges therein.

20. Effect of termination

- 20.1. On termination of this Agreement and where relevant each Work Order for any reason:
- 20.1.1. such rights of action that have accrued prior to termination of this Agreement and/or Work Order and any obligations or assignments which are expressly or by implication intended to come into or continue on or after such expiration or termination shall continue in full force and effect;
 - 20.1.2. the representations, warranties, indemnities and confidentiality obligations, including but limited to Clauses 7.7, 15 and 17 shall survive;
 - 20.1.3. the Content Provider agrees that it shall comply with Quill's reasonable instructions concerning the return to Quill of all property in whatever form (tangible or intangible), including, without limitation, the Content, Pre-Existing Materials, Confidential Information and computer hardware and software, disks, films, videos, equipment, security passes, keys, promotional materials and all documents, drawings, records, correspondence or other papers or materials which may be in the possession or control of the Content Provider and relate in any way to the business or affairs of Quill and the Content Provider shall not retain any copies of any materials or information listed in this Clause 20.1.3;
 - 20.1.4. the Content Provider shall not at any time after termination, represent himself as engaged by Quill in any capacity;



20.1.5. if Quill has paid the Content Provider any Charges in advance of a Work Order being Completed, the Content Provider shall promptly provide Quill with reimbursement on a pro rata basis for the unfulfilled element of work, subject to Quill's final discretion; and

20.1.6. the Content Provider agrees that Quill may deduct from the Charges any sums owed pursuant to this Agreement as well as any cash floats, petty cash or other sums in the possession of the Content Provider that have not been repaid to Quill.

21. Notices

21.1. All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient Party set out in this Agreement or such other address as the recipient Party may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered:

21.1.1. personally;

21.1.2. via email, as per the email address specified in the Order;

21.1.3. by first class pre-paid letter; or

21.1.4. facsimile transmission.

21.2. Such notices shall be deemed to have been served if by:

21.2.1. hand when delivered;

21.2.2. email when correctly sent;

21.2.3. first class post forty-eight (48) hours after posting; and

21.2.4. facsimile transmission when correctly despatched.

22. Independent contractor

22.1. The Content Provider acknowledges and agrees that any business activity carried out under this Agreement and/or any Work Order is carried out by the Content Provider as an independent contractor and not an employee of Quill.

22.2. The Content Provider agrees to work such hours as may be reasonably required for satisfactory fulfilment of all Work Orders under this Agreement.

22.3. As an independent self-employed contractor, the Content Provider agrees, understands and acknowledges that:

22.3.1. the Content Provider is not entitled to the benefit of any employment contract rights granted to employees of Quill nor to participate in any of Quill's employee disciplinary or grievance procedures;

22.3.2. the Content Provider is not eligible to be a member of any Quill pension scheme or to receive entitlement to any of the benefits of employment provided by Quill such as sick pay and shall not be eligible for statutory sick pay; and

22.3.3. any form of termination or expiry of this Agreement and/or Work Order cannot constitute unfair dismissal or breach of contract by Quill and the Content Provider shall not be entitled to any payment of any compensation, redundancy payment or other payments by Quill in the event of such occurrence.



23. Assignment

- 23.1. The Content Provider shall not assign, charge, transfer, novate or sub-contract any rights or obligations in whole or in part under this Agreement without Quill's prior written consent.
- 23.2. Quill may at any time assign, transfer, charge, sub-contract or deal in any manner any of its rights and obligations under this Agreement and/or any Work Order without the consent of the Content Provider.

24. Alterations

- 24.1. Quill may vary the terms of this Agreement or any Work Order by providing notice in writing to the Content Provider. If the Content Provider does not notify Quill of any objection to such variations within three (3) days of receipt of notice by Quill, the Content Provider shall be deemed to have accepted the variation.

25. Waiver

No waiver of any breach of or default under any provision of this Agreement and/or Work Order shall be effective unless recorded in writing and any such waiver shall not be deemed a waiver of any subsequent breach or default of such provision.

26. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. Entire agreement

- 27.1. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter. It replaces and extinguishes all prior agreements, draft agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and undertakings of any nature made by or on behalf of the Parties, whether oral or written, in relation to that subject matter.
- 27.2. Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject matter of this Agreement at any time before its signature (together the "Pre-Contractual Statements"), other than those which are set out in this Agreement.
- 27.3. Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.
- 27.4. Nothing in this Clause 27 shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.
- 27.5. This Agreement may be entered into by the Parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together constitute one and the same instrument. This Agreement shall not take effect until it has been executed by both Parties.



28. Enforceability

Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.

29. Governing law

This Agreement and all matters collateral to it shall be governed by and construed in accordance with the laws of England. The Parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any matter or dispute arising under or in connection with this Agreement.

By clicking the "Accept" button below, you hereby enter into the terms and conditions of this Agreement with Quill on this date.