

# WILEY

## Supplements– Standard Terms and Conditions

1. These Terms and Conditions apply to all orders placed by sponsors (“Sponsor”) for services regarding sponsored supplements (“Supplements”) to be provided with journals published by John Wiley & Sons Inc and/or its subsidiaries as set out in the Term Sheet (“Wiley”) or its licensors. The terms and conditions of any Term Sheet for Supplements – Sponsorship Agreement signed by the Sponsor by which these terms and conditions are incorporated shall also apply and the words and phrases in the left-hand column and/or defined in bold on the Term Sheet will bear those meanings when they are used in these Terms and Conditions.

### Provision of Supplement

2. Subject to acceptance of the Supplement by Wiley and the Journal editor(s) (at Wiley’s and the Journal editorial team’s sole discretion), Wiley shall be responsible for undertaking the Wiley Obligations. Wiley shall use commercially reasonable efforts to publish the Supplement by the estimated date set out on the Term Sheet, but shall not be responsible for any delays caused by late submission or other delays caused by the Sponsor.
3. The Sponsor shall be responsible for undertaking the Sponsor Obligations within the agreed timeframes. Any Contributions submitted that are incomplete or unusable will be returned to the Sponsor for resubmission and the Sponsor is responsible for ensuring that revised versions are resubmitted. Wiley reserves the right to refuse any Contribution which is not in compliance with the submission guidelines and provided in the agreed format. Wiley will not be responsible for any delays caused by the time to obtain revised material from Contributors or the Sponsor or any failure to return proofs or do any other agreed action.
3. In the event that the Supplement does not meet with editorial approval through the Journal’s standard peer review processes, Wiley shall not be obligated to publish the Supplement. Wiley may also refuse to publish any Contributions in the Supplement without receipt of a signed copyright agreement in the Journal’s then-current form or any Contribution which Wiley believes may infringe upon any copyright, patent or obligation of confidentiality, violate or infringe any property or personal rights, is in breach of generally accepted publication ethics, or contain any libelous or actionable matter or is otherwise inappropriate. In the event that the Supplement does not proceed to publication, for the foregoing reasons, the Sponsor shall not be entitled to a refund of any milestone payments due to be invoiced, invoiced or paid prior to the date of notification, but shall be released from all future payments and liabilities and the parties shall have no further liability to each other in relation to the Supplement.
4. Wiley shall have the exclusive right to enter into any contracts or subcontracts to perform some or all of the Wiley Obligations for the Supplement in any format. All publishing activities for the Supplement, including decisions with respect to all formats or media, will be the exclusive right and responsibility of Wiley.
5. The Sponsor hereby grants Wiley a worldwide license to use, and to sublicense Wiley’s sublicensees to use the Sponsor’s name, trade names, and logos in connection with the publication, sale, marketing and promotion of the Supplement and derivative works throughout the world. Wiley acknowledges that it has no ownership rights or any other rights in the name, trade name or logo of the Sponsor except as provided in this Agreement. The parties acknowledge that all intellectual property in the Supplement (other than the Sponsor’s logo and branding) shall be assigned to Wiley or its licensors as part of the publication process and the Sponsor shall arrange for the completion and submission of all necessary documents as required by Wiley or its licensors, including a copyright transfer agreement in the Journal’s then current form, to enable such assignment to take place.
6. Wiley will ensure that it includes a notice on the title page verso (or equivalent) of the Supplement that informs readers that the Supplement has been sponsored by the Sponsor.

### Financial Arrangements

7. The Sponsor agrees to pay Wiley the Fees in the manner and in accordance with the milestone payments set out in the Term Sheet. The final Fee may be adjusted based on actual pages, colour charges, advertisements and run-on copies or if specifications change from those set out in the Term Sheet. The final Fee will be confirmed once Wiley has typeset the Supplement in the Journal style and has an exact page extent.
8. The Fee is exclusive of any separate charges which may be payable by the Sponsor to any guest editor or Contributors in relation to the Supplement, which shall be the subject of a separate agreement between the parties, unless otherwise expressly agreed in writing by Wiley in the Term Sheet.
9. Wiley will send invoices to the Sponsor at the address set out in the Term Sheet, or any other address provided. Should a Purchase Order number be a prerequisite for payment of invoice, the Sponsor must supply this at the point of

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confirming the order. Sponsors should note that all delivery addresses must be accompanied by a contact name and telephone number, as well as a VAT number (relative to the country on the invoice address) or other business identifier or information as may be required by the relevant Wiley Contracting Entity (eg. GST registration, W9 form) as notified by Wiley. Please note that Wiley is unable to accept any PO Box addresses.

10. Full settlement of invoices shall be made within 30 days of the date of an invoice, unless otherwise agreed in writing between the parties.
11. Unless expressly noted, all Fees are exclusive of any VAT, sales or turnover tax in any applicable jurisdiction. Fees shall be free from and clear of any other taxes imposed by any tax authority and if, for some reason, the Fees are subject to any withholding tax, then Sponsor is liable to pay such tax and Wiley will receive the full Fees as defined in this Agreement.
12. If the Sponsor fails to make any payment due to Wiley under this Agreement by the due date of payment, then, without limiting Wiley's remedies, the Sponsor shall pay interest on the overdue amount at a rate which shall be the lesser of: (i) 0.5% per month, such interest to accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; or (ii) any relevant maximum statutory rate allowable in the jurisdiction where the Wiley entity is located, such interest to accrue in accordance with the relevant statutory provisions. The Sponsor shall pay the interest together with the overdue amount.
13. In addition to any other remedies under this Agreement, Wiley shall be entitled to suspend the provision of the Supplement and any services under this Agreement in the event that the Sponsor does not make payment of any outstanding invoices within 14 days' notice in writing that payment is overdue.

## **Cancellation and Change Requests**

14. If the Sponsor wishes to cancel the Supplement or any other services after signing the Agreement, it must immediately notify Wiley in writing. On cancellation pursuant to this clause or clause 18 below, the Sponsor will not be entitled to any refund of any charges pre-paid or due to be paid by the Sponsor prior to cancellation. In addition, where the Sponsor submits a request for cancellation after the Supplement has gone into production (as determined by Wiley), the Sponsor will be liable for the total Fee pursuant to this Agreement and Wiley will be entitled to issue an invoice for the remaining portion of the Fee which remains outstanding.
15. On receipt of a cancellation request, Wiley will not be liable for any loss or damage that may be occasioned by the publication of the Supplement cancelled by the Sponsor.
16. Should the number of pages or other specifications as set out on the Term Sheet change ("Specification Change"), either at the request of the Sponsor or because of changes proposed by Wiley, then Wiley will advise the Sponsor of both the change in Fee for the Specification Change and a summary of these changes, including any increase in timelines for delivery which may be the result of Specification Changes. The Sponsor will have the opportunity to accept the Specification Changes and associated change in Fee within 48 hours of notification, or alternatively, where possible, can elect to refuse these changes and pay the original Fee for the initial specifications.
17. If major changes are required at the proof stage, Wiley will use commercially reasonable efforts to provide the Supplement by the estimated date set out in the Term Sheet but will not be responsible for late delivery or additional typesetting costs due to late delivery or late changes.
18. If the Sponsor is responsible for a delay of more than 60 days in completing an assigned task or milestone as agreed between the parties in relation to the provision of the Supplement, Wiley shall be entitled to issue a notice to the Sponsor in writing notifying the Sponsor of its intent to immediately stop work, unless the Sponsor completes the specified task in relation to the Supplement within (7) seven-days. If the Sponsor does not complete this task within this time period, Wiley shall have the option to cancel the provision of the Supplement on giving the Sponsor an additional (7) seven-days' notice in writing or to suspend work on the Supplement for a period of time, in Wiley's discretion. If notified in future the Sponsor wishes to re-commence the Supplement then Wiley shall be entitled to revise its fees and other costings to supply the Supplement services in its reasonable discretion to reflect current costs and rates.

## **Warranties, Indemnities and Limitation of Liability**

19. The Sponsor warrants and represents that:
  - (a) the Sponsor has full power and authority to make this Agreement and to perform its obligations as set out in the Agreement;

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- (b) any material prepared by or originating with the Sponsor for inclusion in the Journal will be original, will not infringe upon or violate any copyright, trademark, obligation of confidentiality or any other right or the privacy of others, or contain any libelous matter or material or matter or instructions that may cause harm or injury;
  - (c) where relevant, the Sponsor has procured the right to display the Guest Editors name and professional credits as part of the Supplement; and
  - (d) in undertaking the Sponsor Obligations and sponsoring the Supplement it shall comply with all statutes, statutory instruments, regulations, binding codes, rules and orders made under any statute or directive in the country or countries where the Supplement's intended audience is based or which apply to the Sponsor's performance of any obligations under this Agreement. The Sponsor acknowledges that it will be responsible for obtaining any required regulatory approvals or licenses.
20. The Sponsor shall defend, indemnify and hold Wiley harmless from any and all claims, damages, liabilities, costs, and expenses (including counsel fees) that Wiley incurs or sustains arising out of any breach or alleged breach by the Sponsor of its warranties in this Agreement.
21. Wiley warrants and represents that Wiley has full power and authority to make this Agreement and to perform its obligations as set out in this Agreement.
22. Wiley shall defend, indemnify and hold the Sponsor harmless from any and all claims, damages, liabilities, costs, and expenses (including counsel fees) that the Sponsor incurs or sustains arising out of any breach or alleged breach by Wiley of its warranties.
23. The party requesting indemnification (the "Indemnified Party") shall (i) give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of the Indemnified Party's claim for indemnification, (ii) give the Indemnifying Party sole control over the defense and settlement of any such claim, and (iii) cooperate with the Indemnifying Party at the Indemnifying Party's expense in the defense and settlement of any such claim.
24. Neither party excludes or limits liability to the other party for fraud or fraudulent misrepresentation, death or personal injury caused by its negligence or any matter for which it would be unlawful for the parties to exclude liability.
25. Aside from the indemnification obligations of either party, neither party shall be liable for any loss of profit (whether direct or indirect), anticipated profits (whether direct or indirect), anticipated savings (whether direct or indirect), indirect, incidental, special, consequential or punitive damages. Subject to the indemnification obligations as set out in this Agreement, each party's aggregate liability in respect of claims based on events in any calendar year, whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall be limited to the greater of: the total Fees actually paid or payable by the Sponsor during the Term pursuant to this Agreement or US\$50,000.

## General

26. All notices and requests in connection with this Agreement shall be made in writing and shall be treated as given upon receipt when (i) personally delivered, (ii) sent by facsimile (provided a confirmatory hard copy is sent by courier or first class post on the date of transmission); (iii) sent by internationally recognized overnight courier service, with written verification of receipt, or (iv) mailed, postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, addressed to the Designated Contacts on the Term Sheet, with a copy addressed to EVP and General Counsel, John Wiley & Sons Inc, 111 River Street, Hoboken, NJ, 07030-334, USA.
27. Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, fire, storm, accident, terrorism, governmental restrictions, embargoes, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed to be, or to give rise to, a breach of this Agreement. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations.
28. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party, except as expressly provided in this Agreement.
29. This Agreement is personal to the Sponsor and may not be assigned without the prior written consent of Wiley. Subject to the foregoing, this Agreement shall inure to the benefit of the subsidiaries, successors and assigns of the parties.

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Wiley may at any time assign, transfer, charge, subcontract or delegate or deal in any other manner with any or all of its rights and obligations under this Agreement, including to any person, or organization including any associated entity.

30. This Agreement constitutes the entire agreement and complete understanding of the parties and supersedes all other agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement.
31. No modification, variation or amendment of any provisions of this Agreement will be valid unless in writing and signed by both parties (whether by hand or digital or electronic signature).
32. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. In the event that the parties cannot agree, the relevant provision will apply with the minimum modification necessary to make it legal valid and enforceable.
33. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts shall together constitute the Agreement. The parties also consent to execution and delivery of the Agreement electronically and the parties agree that an electronic signature shall be given the same legal force as a handwritten signature.
34. The Sponsor irrevocably accept these terms and conditions, which shall prevail over any terms and conditions stated on the Sponsor's order form or in any purchase order. In the event of a conflict between these terms and conditions and the Term Sheet, the Term Sheet shall prevail.
35. The laws of the country set forth below shall apply to this Agreement according to the Wiley Contracting Entity which enters into the Term Sheet and this Agreement with the Sponsor, without regard to conflict of law rules. The corresponding jurisdiction shall be the forum for adjudication of all disputes arising in connection with this Agreement:

Wiley Contracting Entity	Applicable Law	Agreed Jurisdiction
Wiley Subscription Services Inc	State of New York	New York, NY
John Wiley & Sons, Ltd	England and Wales	England and Wales
John Wiley & Sons Australia, Ltd	State of Victoria	Melbourne
Wiley India Pvt Ltd	State of Delhi, India	New Delhi, India.
Wiley Publishing Japan KK	Japan	Arbitration in Tokyo under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The decision of the arbitrator shall be final and may be used as a basis for judgement in any country.