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FREELANCE CORRESPONDENT AGREEMENT

TERMS AND CONDITIONS

The following terms and conditions govern this Agreement between Global Radio News Ltd of Riverside Studios, 65 Aspenlea Road, London W6 8LH ("GRNlive" or "we") and the Correspondent ("you").

1. Correspondent's contribution

When requested by GRNlive you agree to provide us with two-way correspondent reports for broadcast on radio and/or television, or any other type of broadcast report that we may agree with you, for use by our clients.

1.1 We will supply the client with relevant contact details and information about you, as well as supplying you with details of who will use your report and the time and location for the service. GRNlive will issue the client with the reference number ("Order Number") for each assignment. You undertake not to provide such reports for any client previously introduced by GRNlive to you unless the booking is made by us and an Order Number is issued to you by the client. If a GRNlive client approaches you with offers of work outside of the GRNlive Order Number system you agree to contact GRNlive immediately. GRNlive will not unreasonably withhold your right to build an independent relationship with any broadcaster. You undertake to maintain confidential any client details, fees or other information you may come across in the normal course of your work, that isn't already in the public domain.

1.2 We accept that from time to time prior commitments may prevent you from accepting a request from us but once you have confirmed your availability for an assignment and our Order Number has been issued to the client you agree you will fulfil the assignment and deliver your service at the timing booked, except where amended by us or the client and confirmed with you, and unless prevented by circumstances outside your control. If you fail to fulfil a booked assignment, for whatever reason, no fee will be payable to you for that assignment.

1.3 We may cancel any booked assignment provided we give you appropriate notice and in such cases no fee shall be payable to you; nor any expenses except where you can demonstrate you have had to incur costs for travel, or other expenses previously agreed between us for the assignment, prior to the cancellation notice. If the assignment is cancelled by the client without appropriate notice to GRNlive, we will pay you the 'standard fee' appropriate to the job as set out in the Details Form in full and any incurred and agreed expenses related to the assignment.

1.4 Upon completing the assignment you will contact GRNlive by telephone or email or other means agreed between us to advise that the requested report has been fulfilled, quoting the Order Number and confirming the amount of any

expenses incurred. If the assignment fails for any reason you should report the circumstances to us as soon as you are able to.

2. Additional contributions

Additionally, from time to time, we may ask you to contribute features or similar finished text, or audio or audiovisual reports for use on GRNlive.com, GRNlive.net, Global for me, or any other online service that GRNlive may set up, and if you are available to supply the reports requested you agree you will do so within a timeframe determined between us at the time of request. We will issue you with an Order Number for any report we commission from you and will pay you a fee, agreed at the time of commissioning the report, one month in arrears after you deliver it to us.

3. Professional responsibility

You warrant and undertake that:

3.1 You shall take all appropriate steps to ensure that your reports are accurate and do not contain any material which breaches any obligation of confidentiality or right to privacy, is obscene, defamatory, discriminatory (including, without limitation, by reference to race, age, sex, sexual orientation, disability or religion) or is otherwise offensive or unlawful;

3.2 You are responsible for ensuring the editorial quality of any report you supply to GRNlive and our clients, including any responses you give in questions made by our clients to you during broadcast reports; and

3.3 You will advise GRNlive immediately if you become involved in any dispute or claim regarding your professional capacity as a journalist, whether arising with any GRNlive client or any other media organisation using your professional services.

3.4 You undertake to maintain your online profile at GRNlive as directed from time to time by GRNlive and notify GRNlive of your movements.

4. Intellectual Property

4.1 You warrant and undertake that you shall be the originator of the content required from you in a report and that you shall not infringe the intellectual property or other rights of any third party.

4.2 You accept that the copyright of each two-way report, or any other kind of broadcast interview of you directly by a client, provided by you under this Agreement shall become the property of the requesting client who shall have the right to rebroadcast it as that client wishes, except that they may not distort, significantly amend or materially misrepresent the editorial content you have provided or in any other way compromise your professional integrity.

4.3 When you are asked by GRNlive and agree to provide a packaged report ("package") for broadcast, other than the type of report referred to in .2 above, we acknowledge that all intellectual property rights (including the copyright) of such a package shall remain vested in you but that you hereby grant to GRNlive a non-exclusive, transferable licence to supply it to our clients, and to syndicate it, and in any other way use it in any media and in any and all territories of the world.

4.4 Wherever possible we shall seek to ensure that our clients acknowledge you as the originator of, or correspondent contributor in, each report, either by on-air verbal credit or on-screen subtitle. You may from time to time be asked to add a credit tag to the end of your report, using a form of words to be agreed between

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GRNlive, the client and you.

5. Fees

5.1 We will pay you the 'standard fee' we have stipulated on the Details Form of this Agreement for each two-way report assigned by us and accepted by you, provided the assignment is fulfilled by you and there is no cancellation as set out in clause 1.3. We may amend the standard fee from time to time but will give you not less than 30 days' written notice of any change and you may terminate this Agreement if the change is not acceptable to you.

5.2 If we ask you to provide a package, rather than a two-way report or similar interview with a client, we shall discuss all requirements with you and agree with you a suitable ad hoc fee before confirming the assignment and issuing you with an Order Number.

5.3 We will pay once a month into your bank account, in accordance with the information supplied by you in Part Two of the Details Form, any fees due to you for assignments fulfilled during the previous month. Such payment will normally be made within 30 days of the end of the month, in arrears and in the currency stipulated in the Details Form, provided you have supplied us with information on completion of each assignment, as set out in clause 1.4. You accept that payment delays may result if you fail to advise us of changes to your bank details or if you do not advise us promptly of the fulfilment of an assignment.

5.4 GRNlive cannot guarantee payment unless an 'Order Number' is issued in advance of the job.

6. Expenses

We will normally reimburse you for travel and/or other reasonable expenses related to the fulfilment of an assignment, provided these have been agreed between us in advance. Reimbursements will be made, in arrears, upon receipt by us of a written claim from you for the expenses incurred. You agree to supply, if asked by us, receipts or other documents relating to such claims.

7. Getty – Rights Managed Editorial Footage

GRNlive has negotiated a special royalty arrangement with Getty Images from which you can benefit if you have video footage you wish to sell. Getty Images is a global creator and distributor of still images, video footage and multimedia products, serving media customers in more than 100 countries.

Before you submit video to GRNlive for worldwide marketing and sublicensing by Getty Images, you must first register with GRNlive for the service, by using the relevant form ("Registration Form for Getty Images' Marketing of your Footage") that we will supply to you upon request. The form sets out the terms and conditions regarding Getty Images' use of submitted footage and you will be required to accept these before your footage will be considered by Getty Images for marketing. GRNlive will act as facilitating agent for any footage items you submit and will pass to you details of use of any footage you supply to Getty Images and ensure that your agreed share of any royalties earned by the footage is paid to you.

8. No Contract of Employment

You acknowledge that you carry out assignments for GRNlive and our clients on a freelance basis and that this Agreement does not constitute a contract of employment. It is understood that we cannot guarantee you any fixed or minimum or maximum number of assignments each month, nor any minimum

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level of monthly fees.

9. Term and Termination

This Agreement will commence on the start date given in the Details Form and will continue until either of us terminates it by giving to the other notice as specified in Part Three of the Details Form.

It is understood that GRNlive may terminate this Agreement with immediate effect if you fail to fulfil any assignment without good reason or are in breach of any clause in Paragraph 2.

10. Entire Agreement

This Agreement replaces all previous agreements, whether verbal or in writing, between GRNlive and you regarding your undertaking assignments for us.

This Agreement may be updated, modified or superseded by a new Agreement provided GRNlive and you give mutual consent, shown by each signing and dating any updates, modifications or new document and exchanging copies each with the other.

11. Governing Laws

These Terms and Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction over any disputes arising in relation to this Website.

NOTE: PLEASE PRINT OFF THIS DOCUMENT, INITIAL AND DATE EACH PAGE AND RETURN BY POST, WITH YOUR SIGNED AND COMPLETED 'DETAILS FORM' TO THE ADDRESS AT THE TOP

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