Custom Content Terms

2026 October

These Custom Content Terms (the "**Content Terms**") apply to all content creation, editorial, and design services (the "**Content Development Services**") provided by Future B2B Limited or Future B2B LLC (as identified in the Order) ("**Future**") to the client named in the Order (the "**Client**"). These Content Terms form part of and are incorporated into either (a) the Master Services Agreement (MSA) between the parties or (b) Future B2B's Standard Terms and Conditions (as applicable).

1. Overview and Definitions

1.1. Capitalised terms not defined here have the meaning given in the MSA or Standard Terms.

1.2. In these Content Terms:

"Commencement" means the date on which Future commences work on the Developed Content or other Deliverables stated in the Order or otherwise agreed between the parties in writing.

"Deliverables" means the Deliverables stated in the Order.

"Developed Content" means the content, materials, copy, design, layout, data, graphics, or other Deliverables produced by Future under the Order.

"Client Materials" means any information, data, assets, or materials supplied by or on behalf of the Client for use in the project.

"Future Brands" means Future's editorial brands, publications, and trademarks (including Gorilla Guide and Innovations).

"Outline" or "Table of Contents" means the approved content plan or structure that forms the basis of the Developed Content.

"Project Manager" means the Future editor or manager responsible for oversight of the project.

2. Project Setup and Responsibilities

2.1. Future will assign a Project Manager to oversee each content project and ensure delivery to the standards set out in the Order.

2.2. The Client must nominate a project lead and identify all stakeholders involved before project launch.

2.3. Future will use reasonable skill and care to deliver Developed Content that meets any objectives stated in the Order. The Client must co-operate by providing timely feedback, approvals, and Client Materials.

2.4. If the Client fails to provide necessary materials or approvals or adds stakeholders after commencement, Future may revise delivery milestones and charge for any resulting delay or re-work.

3. Authorship and Editorial Oversight

3.1. All authors, editors, and contractors engaged by Future will be under confidentiality agreements and will work under Future's editorial supervision.

3.2. Future will ensure that an experienced editor reviews each project to maintain accuracy, tone, and alignment with the agreed brief.

3.3. Unless otherwise agreed in writing, Future retains editorial control over the final content to ensure quality and brand integrity.

3.4. Where the Order specifies a named author or subject-matter expert, Future will use reasonable endeavors to engage that individual but reserves the right to substitute a writer of comparable standard if necessary.

4. Outline / Table of Contents Approval

4.1. Future will prepare an Outline or Table of Contents for the project at the start of development. The Outline defines the scope, structure, and key themes of the Developed Content.

4.2. The Client must review and formally approve the Outline in writing before drafting Commencement. Approval of the Outline signifies agreement on overall direction, tone, and content coverage of Deliverables.

4.3. Two (2) rounds of feedback on the Outline are included in the Fees stated in the Order. Further rounds may be subject to a fixed fee as set out in the Order or at Future's then-current rates.

4.4. If the Client requests major changes to the Outline after drafting has begun (or after approval), Future may pause work and issue a change proposal with revised fees and timeline.

4.5. Changes to marketing messaging or brand positioning after Outline approval are deemed scope changes and will require a written change order.

5. Review Cycles and Feedback

5.1. After Commencement, each project includes **three (3) rounds of review** unless otherwise stated in the Order:

5.1.1. *First review:* Client feedback on tone, direction, and factual accuracy;

5.1.2. *Second review:* limited to stylistic or minor content issues; and

5.1.3. *Final proof:* layout review for typographical or layout errors only.

5.2. Any additional review rounds requested by the Client will incur an additional fee of ten percent (10%) of the current list price of the asset per round unless otherwise agreed in the Order.
5.3. Feedback must be consolidated and delivered in writing. Conflicting or uncoordinated feedback from multiple stakeholders may be treated as an additional review round.

6. Timelines and Delays

6.1. Future shall comply with any Milestones stated in the Order. Unless otherwise stated in the Order, Commencement shall be within six (6) months of the date of the Order.
6.2. Subject to any contraindication in the Order, if Future has been unable to deliver any Deliverable due to a Client Dependency or any failure of the Client to respond to Future's reasonable request for information from the Client, Future shall be entitled to terminate the Order and invoice for or retain fifty percent (50%) of the Order Fees. Where project continuation is agreed after the six-month period, Future will re-quote and issue an amended Order reflecting new pricing and schedule.
6.3. If the Client changes content direction after the Outline has been approved or after the first draft has been delivered (whichever is later), the project will pause until new pricing and scope are agreed in writing.
6.4. Delays caused by the Client's failure to provide timely feedback or Client Materials will extend delivery timelines. Future will not be liable for late completion in such cases.

7. Ownership and Use of Developed Content

7.1. Unless otherwise stated in the Order, Future retains ownership of all intellectual property rights in the Developed Content.
7.2. Future grants to the Client a **perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence** to use, reproduce, distribute, adapt, and create derivative works from the Developed Content for its own marketing and educational purposes, subject to any brand restrictions set out in Clause 8.
7.3. Client Materials remain the Client's property. The Client grants Future a non-exclusive licence to use the Client Materials solely for performance of the Content Development Services.
7.4. Any pre-existing Future tools, templates, or methodologies used in producing the Developed Content remain Future's property.
7.5. Nothing in these Content Terms transfers ownership of either party's pre-existing intellectual property.

8. Use of Future Brands

8.1. Where the project uses Future's Gorilla Guide or Innovations branding, all rights in those brands remain with Future.
8.2. If stated in the Order, Future grants the Client a limited, non-exclusive, non-transferable, non-sublicensable licence to use the relevant Future Brand solely for the purpose of utilising the Developed Content.

8.3. The Client must comply with Future's brand guidelines (available on request) and may not create new assets using a Future Brand without Future's prior written approval.
8.4. Any breach of this Clause 8 by the Client shall be a material breach of this Agreement.

9. Cancellation and Termination

9.1. Either party may terminate the project for material breach in accordance with the MSA or Standard Terms.
9.2. In addition, the Client may cancel a project on written notice. If cancellation occurs:
9.2.1. before Outline approval, Future may invoice for work done to date (not exceeding 50% of the Order Fees);
9.2.2. after Outline approval but before first draft delivery, 75% of Order Fees shall be payable immediately;
9.2.3. after first draft delivery, 100% of Order Fees shall be payable immediately.
9.3. Where the Client repeatedly fails to provide feedback or materials such that a project remains dormant for more than 60 days, Future may treat the project as cancelled under 9.3. The calculation of such 60 day period shall run from the date of Future's first unanswered request. Future shall not be obliged to send reminders.
9.4. Any pre-payments will be applied to these amounts, and no further refund will be due unless expressly agreed.

10. Delivery and Final Acceptance

10.1. Future will deliver the final Developed Content in the agreed format (digital file, PDF, web asset, or other).
10.2. Unless otherwise specified, delivery occurs when Future sends the final file to the Client or uploads it to the designated platform.
10.3. The Client will review delivered assets within ten (10) Business Days and confirm acceptance or provide written notice of any material non-conformity. If no response is received, the Developed Content is deemed accepted.
10.4. Once accepted (or deemed accepted), Future's obligations in respect of that deliverable are complete.
10.5. Future will not be responsible for delays or defects arising from Client-hosted systems or third-party integrations unless expressly undertaken in the Order.

11. Precedence and Interaction with other terms

11.1. 11.1 These Content Terms supplement and are incorporated into the MSA or Standard Terms. In case of conflict, the following order of precedence applies:
11.1.1. any Special Conditions in the Order;
11.1.2. these Content Terms; and
11.1.3. the MSA or Standard Terms.
11.2. Nothing in these Content Terms limits or overrides the liability, confidentiality, or governing-law provisions of the MSA.

11.3. Future may update these Content Terms from time to time. Updated terms will apply to new Orders entered into after the date of publication or notification to the Client.