

## PROGRAMME TERMS AND CONDITIONS

### INTRODUCTION

These Programme Terms and Conditions are incorporated in all Programme Commissioning Contracts and are thereby legally binding on Producers, who enter into such contracts with TG4. The words and phrases used in these Programme Terms and Conditions are defined in clause 26.

### 1. PROGRAMME PRODUCTION AND OPTION TO COMMISSION

1.1 The Producer undertakes to produce the Programme for the Rights Fee in accordance with the provisions of the Agreement and in accordance with the treatment and Production Schedule and the Producer undertakes to effect Delivery of the Delivery Material to TG4 by the Delivery Date. The Rights Fee and the Recoupable Equity together constitute the Budget.

1.2 The Programme shall incorporate the Essential Elements and be produced at the Locations and Studios specified (if any) in the Programme Commissioning Contract in accordance with the Technical Specifications.

1.3 No substitution amendment or alteration or subtraction from any of the Essential Elements of the Programme or any contract with any person designated as an Essential Element shall be made without the consent of TG4.

1.4 TG4 will have the option to commission another programme(s)/series/spin off based on the Programme on terms to be agreed in good faith between the Producer and TG4 provided there is no obligation on TG4 to commission as aforesaid and any such commission will be governed by a separate agreement to be entered into between the parties. If TG4 wishes to commission as aforesaid it will commit in principle within 12 months of the First Broadcast Date. In the event that TG4 does not commission a sequel(s) to the programme/series, the Producer will include an end credit "developed in association with TG4" in the manner agreed with TG4, in any programme/series commissioned by a third party based on the Programme. TG4 shall inform the Producer prior to the expiry of such 12 month period if it has made a definite decision not to re-commission the Programme.

### 2. BUDGET CASHFLOW AND CO-FUNDING

2.1 Subject to the fulfilment of the terms of the Agreement and provided no Event of Default shall have occurred TG4 undertakes to pay the Producer on signature of the Agreement the percentage of the Budget specified as payable on signature in the Agreement and to pay the balance in accordance with the Cashflow Schedule.

2.2 TG4 shall not be liable to pay any sums pursuant to the Cashflow Schedule if the Producer shall not have supplied cost reports detailing all expenditure up to the

relevant date and detailed estimates of costs to completion of the Programme and a copy of the relevant statements relating to the Production Account.

2.3 The final instalment specified in the Cashflow Schedule shall not be payable until TG4 shall have received satisfactory Delivery of all Delivery Material together with the final cost statements copies of reconciled and approved bank statements and any other documentation specified in the Agreement.

2.4 The Producer warrants that the Budget includes agreed development costs where appropriate and with all direct costs of the Programme approved by TG4 and an overhead figure which is a percentage of the above the line costs and shall include a production fee in accordance with clause 5 as well as insurance legal and other fees and contingencies in accordance with clauses 6, 7, 8 and 9 and will be sufficient to enable the Producer to complete and deliver the Programme to TG4 in accordance with the obligations undertaken by it in the Agreement.

2.5 For the avoidance of doubt the prescribed payment date for the purposes of the Prompt Payment of Accounts Act 1997 (as amended by the European Communities Late Payment in Commercial Transactions Regulations 2002) is the date on which the Producer has fully complied with the terms and conditions of the Agreement.

2.6 If the Programme Commissioning Contract specifies that other sources of funding form part of the financing plan for the Programme the following provisions shall also apply:

2.6.1 The Producer warrants that it has secured funding from the other sources of funding ("Co-Funder(s)") in the amounts detailed in the financing plan in the Programme Commissioning Contract and that the Co-Funder funding will be deposited and maintained in the Production Account and will be held in trust for TG4 and the Co-Funder in the proportions in which they have advanced funds into the Production Account.

2.6.2 The Producer shall provide TG4 with a copy of the contract between the Producer and the Co-Funder as soon as it has been signed. Where TG4 so determines, any breach of such agreement shall be deemed to be a breach under the Agreement which shall entitle TG4 to terminate the Agreement.

2.6.3 No alterations will be made to the Co-Funder agreement(s) without TG4's consent. In the event of any inconsistency between the terms of the Agreement and the Co-Funder agreement(s), the terms of the Agreement will prevail notwithstanding that TG4 may have been provided with a copy of the said agreement(s).

2.6.4 If the Programme Commissioning Contract specifies that Producer funding will form part of the financing plan for the Programme the Producer warrants that the Producer's funding will be deposited and maintained in the Production Account.

2.6.5 If the BAI is a Co-Funder the Producer agrees that TG4 has the right to comply with the BAI's transmission or other requirements which apply from time to time to a BAI co-funded Programme.

2.6.6. Without prejudice to the obligation to effect Delivery by the Delivery Date, if the actual Delivery of the Programme to TG4 takes place after the Delivery Date any dates agreed with the Co-Funders in relation to holdbacks and the first date on which TG4/Co-Funders may exercise their respective rights, will be delayed accordingly.

2.6.7 Multi-annual Agreements: Without prejudice to any other rights which TG4 has under the multi-annual Agreement, where there is any material reduction in the funding made available to TG4 during the term of any such multi-annual Agreement, TG4 reserves the right to invoke the following procedure:

(i) TG4 shall notify the Producer in writing of the material reduction in its funding and the Producer shall take any such remedial action(s) required in writing by TG4 and/or agree to such amendments to the multi-annual Agreement in question, to enable the continuation of the multi-annual Agreement on amended terms.

(ii) If the Producer has not taken such remedial action and/or agreed to such amendments within a period of 8 (eight) weeks from the date of its receipt of the notice, TG4 shall be entitled to serve 8 (eight) weeks' written notice of termination of the multi-annual Agreement in question on the Producer and TG4 shall have no further liability under that multi-annual Agreement, including payment liability, from the date of termination onwards.

### 3. PRODUCTION ACCOUNT

3.1 The Producer shall establish a Production Account for the Programme which shall identify the Programme by name.

3.2 All withdrawals from the Production Account shall be made solely in connection with the production of the Programme in accordance with production reports delivered by the Producer to TG4 and shall be authorised only by an approved representative of the Producer or the Production Representative.

3.3 The Producer shall issue irrevocable directions in writing to the bank at which the Production Account is maintained requiring the bank to provide to TG4 or its Production Representative copies of the bank mandate, statements and all other documents relating to the account. The Producer shall also ensure that the terms of the bank mandate permit the Production Representative to give notice to the bank and assume sole control of expenditure from the Production Account. The Producer shall ensure that such bank executes such form of letter or other confirmation as required by TG4:-

3.3.1 agreeing that all sums made available by TG4 and/or maintained in the Production Account shall be held on trust for TG4;

3.3.2 excluding such bank's exercise of any contractual right of set-off in relation to money in the Production Account;

3.3.3 agreeing to provide to TG4 and/or its Production Representative any information or documentation required in relation to the Production Account;

3.3.4 agreeing immediately on receipt of any request from TG4 or its Production Representative to suspend the operation of the Production Account and permit no further withdrawals without express written confirmation from TG4 or its Production Representative.

3.4 All sums made available by TG4 and/or maintained in the Production Account shall be held on trust for TG4 and the Production Account shall be operated in isolation from any other account of the Producer or its Associates. All payments from the Production Account shall be made solely in connection with the production of the Programme and shall be in accordance with the overall Budget and the Cashflow Schedule specified in the Programme Commissioning Contract. No payment shall be made to the Producer or any Associate of the Producer except as expressly provided in the Budget. Any money facilities or services not applied in full accordance with this provision shall without prejudice to any rights of TG4 at law or under the Agreement be repayable and/or returnable to TG4 immediately on demand.

3.5 No money other than money which is to be applied towards the production of the Programme shall be maintained in the Production Account and the Producer shall not permit money remitted to such account to be commingled with any other money belonging to the Producer or its Associates or transferred to any other account of the Producer or its Associates.

3.6 The Producer acknowledges and undertakes to procure that sums from time to time held to the credit of the Production Account are not and shall not constitute assets of the Producer and shall not be available to the Producer or its creditors in the event of cessation of trade bankruptcy liquidation insolvency appointment of receiver or liquidator or other officer in relation to the Producer.

#### 4. PRODUCTION CONTRACTS

4.1 All Production Contracts shall be effected on the best reasonably obtainable arms length commercial terms and shall contain a provision permitting any party nominated by TG4 (such as for example a completion guarantor) to exercise all rights exercisable by the Producer pursuant to such Production Contracts. If TG4 requests executed copies of any Production Contract it shall be entitled to receive these within 14 days from request.

4.2 The remuneration payable pursuant to the Production Contracts shall not exceed the amounts allocated in the Budget and shall not be payable before the date specified in the Production Schedule.

4.3 Repeat fees residuals or rerun fees should be wholly exceptional and should be reserved only for professional performers and writers who are members of Actors Equity The Musicians Union and the Society of Irish Playwrights where agreements made between TG4 and these professional organisations may provide for the payment of such residual fees.

4.4.1 All Production Personnel and the owners of all rights of copyright and other rights in and to any literary dramatic musical artistic or other material used or produced in relation to the Programme shall have assigned all such rights to the Producer to permit the exploitation of the Programme without further payment in all media by any manner or means throughout the world in perpetuity, unless otherwise agreed with TG4.

4.4.2 All Production Personnel and the owners of all rights of copyright and other rights in and to any literary dramatic musical artistic or other material used or produced in relation to the Programme shall have irrevocably and unconditionally waived all moral rights to which such persons may be entitled under any legislation now existing or in future enacted in any part of the world and all performers and other consents permissions and licences required pursuant to any laws in any part of the world in relation to the Programme in respect of the rights granted in the Agreement to TG4 shall have been irrevocably and unconditionally granted to the Producer and its or their successors assignees and licensees.

4.5 All persons whose names likenesses or biographies appear in the Programme shall have consented to the exploitation of the Programme and all subsidiary ancillary and merchandising material incorporated or derived from the Programme without further payment in all media by any manner or means throughout the world in perpetuity.

4.6.1 All agreements relating to the use of Third Party Material shall be on such terms as to permit the exploitation of the Programme without further payment in all media by any manner or means throughout the world in perpetuity, unless otherwise agreed with TG4. The Producer agrees that all agreements relating to the use of commercial music and any other material of whatever nature in the Programme shall be subject to the prior approval of TG4 before execution.

4.6.2 Without prejudice to clause 4.6.1 TG4's consent is required for the inclusion in the Programme of archive content with restricted clearance duration. TG4 will not agree to a restricted archive clearance duration of less than the Initial Licence Period. Notwithstanding that TG4 may agree to restricted archive clearance duration for specific archive material for the Initial Licence Period, the Producer warrants that the remaining archive material in the said Programme shall be cleared for exploitation without further payment in all media by any manner or means throughout the world in perpetuity.

4.6.3 (i) Without prejudice to clause 4.6.1 and where on an exceptional basis TG4 has agreed to restricted clearance duration of specific archive material contained in the Programme for the Initial Licence Period, TG4 shall be entitled at any time to require the Producer to extend the duration of the clearance of that archive material to enable TG4 to re-acquire Primary/Multiplatform Rights in the Programme for the Second Licence Period and/or any other subsequent licence period.

(ii) TG4 shall put the Producer in funds to pay the archive licence extension fees charged by the relevant archive rights holder for such further archive clearance.

(iii) If for good and demonstrable reason and despite the Producer's reasonable and good faith efforts the Producer is unable to arrange for such further archive clearance, it shall inform TG4 and the Producer and TG4 shall liaise in good faith with each other about how best to render the Programme suitable for use by TG4 to enable TG4 to re-acquire Primary/ Multiplatform Rights.

(iv) The Producer shall not be entitled to charge a fee for its own administrative time spent engaged in obtaining such further archive clearance. The costs of any re-edit required for clearance compliance purposes pursuant to this clause 4.6.3 to include Producer time spent on re-edit if deemed applicable, shall be negotiated in good faith between TG4 and the Producer on a case-by-case basis.

4.7 The Producer shall not pledge the credit of TG4 or hold the Producer out as TG4's agent in any of its dealings in connection with the Programme or otherwise.

4.8 The Producer shall ensure that the Production Contracts for all individuals whose names are listed as Essential Elements shall contain provision requiring them subject to their notified prior professional commitments to make up to 2 personal appearances each at such events as may be designated by TG4 relating to the advertising and/or publicity of the Programme without fee and subject only to the reimbursement by TG4 of their reasonable pre-approved expenses. The Producer shall at the request of TG4 exercise the contractual rights of the Producer to secure the personal appearance of all relevant individuals at all such events designated by TG4.

4.9 The Producer assigns to TG4 the entire benefit of all Production Contracts for the entire period of copyright together with all renewals reversions and extensions and if possible in perpetuity, for the purpose of exercising the rights granted to TG4. The Producer remains responsible for complying with its obligations in respect of the Production Contracts.

## 5. PRODUCTION FEE

5.1 Subject to clauses 5.2 and 5.3 the Producer shall be entitled to deduct and retain the Production Fee out of sums forming part of the Budget in the instalments and on the dates specified in the Programme Commissioning Contract in accordance with the Cashflow Schedule.

5.2 The Producer acknowledges that the Production Fee specified has been fairly calculated with reference to a number of variable factors including the volume of work undertaken from time to time by the Producer for TG4 any financial contribution made by the Producer towards the Programme the complexity duration and scale of the Programme and the originator of the concept for the Programme.

5.3 The Producer shall not be entitled to receive any part of the Production Fee if it has not complied with the provisions of clause 2.2.

5.4 The final part of any Production Fee shall not be payable until TG4 shall have received all items referred to in clause 2.3 and if such items are not delivered to TG4 the Producer shall repay to TG4 on demand all sums paid to the Producer by way of Production Fee.

## 6. INSURANCE

6.1 The Producer undertakes to effect standard production insurance in relation to the Programme in accordance with these Programme Terms and Conditions. The Producer shall have the right to participate in any overall production insurance scheme arranged from time to time by TG4 but shall be free not to participate in such a scheme provided that the Producer shall obtain comparable cover for a comparable premium which shall in each case be subject to the prior approval of TG4. The cost of all approved insurance premiums shall be included in the Budget.

6.2 Adequate insurance cover shall be effected by the Producer for the Programme in relation to cast negative faulty stock/tape props sets wardrobe equipment extra expense third party property damage office contents together with such other insurances which might reasonably be required by TG4 or by law (including as applicable errors and omissions insurance) and general liability in such amounts as shall be necessary to provide full cover to TG4 for all sums advanced by TG4 in relation to the Programme.

6.3 TG4's interest shall be noted as named assured and loss payee on all policies of insurance relating to the Programme.

6.4 Copies of all insurance policy documentation shall be provided to TG4 on request and all premiums in relation to insurance policies shall be paid by the Producer which shall notify TG4 of any claim relating to any policy of insurance which claim shall not be settled without the consent of TG4.

6.5 The Producer shall cooperate fully with TG4 and take all such actions as may be required by TG4 in relation to any insurance claim. No provision relating to any insurance policy may be varied or waived without the consent of TG4.

## 7. LEGAL FEES

7.1 The Producer undertakes to consider the extent to which legal advice may be required in relation to the Programme and to obtain all necessary legal advice and act prudently in accordance with it.

7.2 To the extent the costs of obtaining legal advice exceed the amount provided in the Budget the Producer shall be responsible for paying the same out of the Production Fee or the Producer's other resources.

7.3 The Producer acknowledges that the amount allocated in the Budget towards legal fees is not intended to make full provision for all legal fees which may be incurred by the Producer. Some of these expenses form part of the Producer's general Programme-related expenditure and are payable out of the Production Fee and some of which fall to be paid out of the Producer's own resources (such as legal fees in relation to the incorporation of the Producer, or the Agreement or assistance with general industry matters).

## 8. TRADE ASSOCIATION FEES

TG4 undertakes with the Producer that it will from time to time at its discretion provide reasonable assistance to trade associations in collecting fees payable to them or their members provided that such fees shall not be an additional charge on the Budget and provided further that the Producer shall sign and/or procure the signature by all relevant persons of all relevant directions required by TG4.

## 9. CONTINGENCIES

The Producer acknowledges that any contingency element of the Budget is not provided in the Cashflow Schedule and will not be made available unless it is needed. If the contingency element of the Budget is not needed it shall be retained entirely by TG4. The Producer undertakes to use its best endeavours to avoid expending contingency money.

## 10. OVERSPENDS

10.1 If at any stage in production it appears likely that the Cost of Production of the Programme is likely to exceed the Budget or the production of the Programme is or is likely to fall behind the Production Schedule the Producer shall give immediate notice in writing of all relevant particulars to TG4 which undertakes to meet with the Producer in order to examine how the situation might be resolved.

10.2 In the event of actual or potential overspend the Producer shall prepare and submit to TG4 full particulars of all costs incurred and all liabilities likely to be incurred in order to complete the Programme together with detailed revisions to the Production Schedule and the Budget for the Programme and shall meet with TG4 and follow all instructions of TG4 in relation to the production of the Programme.



10.3 The Producer shall pay all costs and liabilities incurred in connection with production and Delivery of the Programme including without limitation the Cost of Production and if any costs are incurred in connection with the Programme which are in excess of the Budget then unless it is otherwise expressly stated in the Programme Commissioning Contract the Producer shall with TG4's consent pay any overspend first from underspend in other areas of the Budget and second from the Production Fee and the Producer's other resources.

10.4 TG4 will give good faith consideration to any request by the Producer to fund a part of the overspend provided the overspend has been agreed in advance with TG4. In the event that TG4 agrees to contribute towards the cost of any overspend the Producer acknowledges that TG4 shall have the right to specify the manner in which such contribution is recouped from receipts or profits or other revenue derived from the Programme.

## 11. SHARE OF SAVINGS

11.1 The Producer acknowledges that where Surplus Funds arise in relation to any Programme such Surplus Funds may be due solely to the economy and good management of the Producer or may be due to other matters. The Surplus Funds will be divided equally between TG4 and the Producer or in such manner as is agreed with a Co-Funder if the Programme is co-funded subject to the following:

11.2 The elements to be considered by TG4 in deciding if unspent monies should comprise Surplus Funds include the following:-

11.2.1 TG4 must be satisfied that there has been no unjustified reduction in the cost of any Budget item incurred or any reduction or change in the editorial and production value of the Programme as contained in the programme proposal;

11.2.2 TG4 may require a "cap" to be placed on the amount of the Producer's participation in Surplus Funds in the case of a large Budget or long-running production or where a Budget has been produced at speed or without sufficiently detailed programme specification or where there is potential for savings in excess of those which might normally be achieved solely by economy or good management;

11.2.3 any provision made for specific items which are anticipated in order to complete and deliver the Programme but which are not required will not form part of Surplus Funds;

11.2.4 any provision made in good faith in the Budget which proves to have been wholly unnecessary or substantially reduced due to matters other than the Producer's economy and good management shall not normally form part of the Surplus Funds.

11.3 Where the Cost of Production of the Programme is less than the Budget TG4's share of the Surplus Funds shall be held on trust for TG4 and be repaid to TG4 on the Delivery Date or within 14 days from the date of such surplus arising if later.

## 12. SPONSORSHIP PRODUCT PLACEMENT AND COMMERCIAL COMMUNICATIONS

12.1 The Producer undertakes that it shall not approach or enter into discussions or reach any agreement with any sponsor without the consent of TG4. If TG4 consents to the Producer entering into discussions with potential sponsors and consents to the proposed sponsorship agreement the Producer will be entitled to a finder's fee if it secures sponsorship monies but such finder's fee will not be payable where the sponsorship money secured by the Producer is required to make up a deficit in the Budget. TG4 will have the right to seek sponsorship in respect of the Programme and may permit sponsors to receive aural and/or visual credits within or around the Programme as permitted by applicable codes on commercial communications.

12.2 The Producer shall not enter into discussions with third parties in respect of product placement and shall not accept the provision of goods or services from any person in relation to the Programme or otherwise feature any goods or services in a prominent position in the Programme without the consent of TG4. The Producer shall comply with applicable commercial communications guidelines and regulations.

12.3 The Producer shall comply with TG4's sponsorship guidelines and regulations and shall in particular obtain TG4's consent in relation to any acknowledgements or benefits of any kind which may be required by any Programme or event sponsor or any other organisation connected with the Programme.

12.4 TG4 may place product placement or other forms of commercial communications within or around the Programme as permitted by applicable codes on commercial communications. Monies arising from such product placement or other commercial communications will not form part of the Net Profits and will be retained exclusively by TG4. TG4 may run competitions in and around the Programme and monies arising from such competitions after deduction of costs will form part of the Net Profits.

## 13. COMPLETION GUARANTEES

13.1 TG4 shall have the right to appoint a completion guarantor in relation to the Programme. The Producer undertakes promptly to enter into all contractual arrangements and security arrangements which the completion guarantor and/or TG4 may require and to co-operate fully with the completion guarantor and provide all information and assistance reasonably required in order to procure the timely completion and Delivery of the Programme.

13.2 Any rebates in relation to completion guarantee fees shall not constitute Surplus Funds and shall be repaid to TG4 in full.

#### 14. EDITORIAL CONTROL

14.1 Final editorial control of the Programme shall be the responsibility of TG4 which shall be entitled at its sole discretion and cost following consultation with the Producer (subject to the provisions of clause 16) to make such changes deletions or additions to the Programme as it may decide. If the Producer objects to such changes its sole remedy shall be to require the production and the Producer's credit to be removed from the Programme.

14.2 The Programme shall comply with all applicable laws and regulations relating to the production of programmes and with all guidelines relating to the Irish language and other matters from time to time issued by TG4.

14.3 The Producer undertakes to produce the Programme to the highest available standards so as to ensure that it is suitable for commercial exploitation.

14.4 The Programme shall be filmed and recorded in the Irish language provided that the Programme may contain elements which are not in the Irish language where the creative criteria of the Programme reasonably so determine.

#### 15. PRODUCTION MONITORING

15.1 TG4 may monitor and audit compliance by the Producer with the Agreement which shall include without limitation the right to monitor production of the Programme both editorially and financially. TG4 shall have the right to designate persons as Production Representatives in relation to the Programme. The Producer shall ensure that the Production Representatives shall be afforded access to all relevant personnel associated with the production of the Programme and all Locations and Studios and shall be provided with all information and documentation requested by such Production Representative or TG4 in relation to the production of the Programme and compliance with the Agreement. The Producer shall procure that all Production Personnel shall attend such reasonable number of meetings as TG4 or its representative may request at such reasonable venues to discuss any matters in relation to the Programme.

15.2 The Producer shall procure that each Production Representative is provided with copies of all documentation and information requested and shall provide details of all dates times and locations of screening of rushes rough cuts and previews of the Programme and shall respond within 24 hours to any requests from the Production Representative for information and shall within such period provide TG4 with all information that is available and indicate what steps are being taken to obtain additional information.

15.3 The Producer shall deliver cost reports and cashflow schedules in such form as TG4 or its Production Representative may require in support of each invoice which is submitted for payment to TG4 and at such other times as TG4 may request provided that the Producer shall have 5 days notice to prepare and present cost reports to TG4 in such form as may be notified to the Producer at the time or before

the request is made. Each invoice will specify the Rights Fee and Recoupable Equity. No payment will be made to the Producer unless TG4 is in receipt of the Producer's current tax clearance certificate.

#### 16. COSTS OF EDITING CHANGES

TG4 has the right to edit or require the editing of the Programme as it may decide. If TG4 requires the Producer to carry out additional work as a result of TG4's editorial decisions communicated to the Producer after approval of the fine-cut/off-line edit of the Programme TG4 shall pay for all necessary costs of such additional work provided that the Programme as made otherwise complies with the provisions of the Agreement. If TG4 requires the Producer to carry out additional work prior to the approval of the fine-cut/off-line edit such work will be carried out by the Producer at the Producers cost.

#### 17. PRIMARY/MULTIPLATFORM RIGHTS AND SECONDARY RIGHTS

In consideration of the payment by TG4 to the Producer of the Rights Fee as specified in the Programme Commissioning Contract the Producer grants to TG4 the Primary/Multiplatform Rights in the Programme pursuant to clause 17.1 and the Secondary Rights in the Programme pursuant to clauses 17.2 (Ancillary Rights) and 17.3 (Clip Sale Rights) respectively.

##### 17.1 PRIMARY/MULTIPLATFORM RIGHTS

17.1.1 The Producer hereby grants to TG4 the Primary/Multiplatform Rights in the Programme throughout the world for the Initial Licence Period.

17.1.2 Primary/Multiplatform Rights comprise the unrestricted making available and delivery of the Programme, to the public on all platforms and media by any method and means now known or hereafter devised where TG4 content or existing or future TG4 channels or parts thereof are made available to the public or delivered, throughout the world, on an exclusive basis in the island of Ireland and on a non-exclusive basis throughout the rest of the world, on a free pay or subscription basis, including without limitation by means of linear, non linear, social media sites and analogous sites, TG4 owned or branded apps, internet streaming, video on demand, catch up, downloading (provided commercial download to own rights are not included in the Primary/Multiplatform Rights unless otherwise agreed with the Producer) sideloading, with or without subtitles, signing, audio description or other methods of access in accordance with the access requirements applicable to broadcasters from time to time. The Primary/Multiplatform Rights also include without limitation the right to provide and authorise the provision of Programme websites, social media pages and interactive applications associated with the Programme and the promotion of the Programme in all media including at festivals and exhibitions. The Programme may only be delivered by way of TG4 owned services and/or TG4 branded content on third party platforms/media (unless otherwise agreed with the Producer) including without limitation on the RTE player (excluding the pay service known as the RTE international player), an all Ireland

player and on other PSB (public service broadcaster) services in the island of Ireland and the United Kingdom. The Primary/Multiplatform Rights include without limitation the right to supply the Programme to a diaspora channel or similar initiative. The Primary/Multiplatform Rights include the right for TG4 to authorize third parties to exercise all or any of those rights.

17.1.3 Without prejudice to the Ancillary Rights and the Clip Sale Rights, TG4 has the exclusive first option, exercisable by TG4 at any time prior to the expiration of the TG4 Option Period, to re-acquire the Primary/Multiplatform Rights in the Programme from the Producer for the Second Licence Period. This option shall be exercised by TG4 by giving written notice of its intention to do so to the Producer and the payment by TG4 to the Producer of a licence fee at Rate Card Rates. The parties will enter into a licence agreement in respect of the said acquisition of Primary/Multiplatform Rights.

17.1.4 Without prejudice to clause 19.2(j) at all times after the Ten Year Period TG4 shall be entitled to acquire from the Producer those elements of the Primary/Multiplatform Rights in the Programme that are available at that time for re-acquisition by TG4 for a licence fee to be negotiated and agreed by TG4 and the Producer using prevailing Rate Card Rates at the time as a guideline for the value to be attributed to those elements of the Primary/Multiplatform Rights being re-acquired, or where the Primary/Multiplatform Rights are re-acquired in their entirety, at prevailing Rate Card Rates for re-acquisition of the entirety of Primary/Multiplatform Rights. The parties will enter into a licence agreement in respect of the said acquisition of rights.

17.1.5 Without prejudice to clause 21.14 and with the exception of the licence fee which is payable pursuant to clauses 17.1.3 and 17.1.4 and the payment under clause 4.6.3 no payments of any nature will be payable by TG4 to the Producer or to any third party in respect of the exercise of the Primary/Multiplatform Rights during the Initial Licence Period, the Second Licence Period and/or any other subsequent licence period during which TG4 may hold Primary/Multiplatform Rights or in respect of the exercise of the Secondary Rights in perpetuity.

## 17.2 ANCILLARY RIGHTS

Without prejudice to the Primary/Multiplatform Rights and the Clip Sale Rights and whether or not TG4 chooses to acquire Primary/Multiplatform Rights in the Programme for the Second Licence Period as detailed in clauses 17.1.3 or thereafter as detailed in clause 17.1.4, the Producer agrees and acknowledges that TG4 may exercise the Ancillary Rights for the entire period of copyright including all renewals, reversions and extensions and if possible in perpetuity.

The Ancillary Rights specified at clause 17.2(a), (b), (c) and (g), are granted for the entire period of copyright including all renewals, reversions and extensions and if possible in perpetuity and shall be exercisable exclusively by TG4 within the island of Ireland and non-exclusively by TG4 throughout the rest of the world for any and all periods during which TG4 holds Primary/ Multiplatform Rights in the Programme and thereafter shall be exercisable non-exclusively throughout the world for the entire

period of copyright including all renewals, reversions and extensions and if possible in perpetuity, without further payment to the Producer or any other person.

The Ancillary Rights specified at clause 17.2(d), (e), (f) and (h) are granted for the entire period of copyright including all renewals, reversions and extensions and if possible in perpetuity and shall be exercisable non-exclusively by TG4 throughout the world, without further payment to the Producer or any other person. The Ancillary Rights comprise:

a) The right to make extracts from the Programme available to the public (up to 5 minutes in aggregate per half hour Programme).

b) The right to make the Programme and/or extracts thereof available to the public for use solely for the purposes of education or research but not for commercial purposes.

c) The right to include extracts from the Programme in other programmes produced by or for TG4. TG4 will pay the Producer a fee for such use at Rate Card Rates save that there will be no payment in respect of the use of extracts in review programmes or awards programmes.

d) The right to use the Programme and/or extracts on a non-exclusive commercial basis to enable TG4 to comply with its statutory obligations (as amended from time to time) in respect of establishing and maintaining archives and libraries including pursuant to sections 111 and s118(1) (e) and s118 (1)(i) of the Broadcasting Act 2009 (as amended).

e) The right to exercise all other incidental rights on a non-exclusive basis to enable TG4 to comply with its statutory objects and responsibilities (as amended from time to time) or to facilitate same including without limitation the 'must offer' obligations imposed on TG4 by the Broadcasting Act 2009 (as amended from time to time), provided that for the avoidance of doubt it is acknowledged that this sub-clause 17.2 (e) is not intended to cover TG4's generic statutory obligation to provide a psb service.

f) The right to retain the Programme in the TG4 archive and on a non-exclusive basis to provide copies of the Programme and/or extracts to the public for personal, non-commercial purposes only and to educational institutions, archives, cultural institutions, or institutions of a charitable or social nature for use by such bodies for non-commercial purposes (charging a reasonable copying and/or administration fee to cover the cost of providing the copy as aforesaid will not constitute commercial use and the administration/copying charge will not form part of the Net Profits).

g) The right to make the Programme and/or extracts thereof available to the public on TG4 owned or TG4 branded archive sites provided that commercial download to own rights are not permitted unless otherwise agreed with the Producer. It is agreed that following the expiry of any period during which TG4 holds Primary/Multiplatform Rights in the Programme, TG4 will on request liaise with the Producer in order to facilitate a third party licence of the Programme if the archive

availability of the Programme interferes materially with the commercial exploitation by the Producer of the Programme or the International Programme and TG4 will if required take down the Programme for the duration of the third party licence.

h) The right to do all acts restricted by copyright in respect of the Programme on a non-exclusive basis solely for the purposes of the exercise of the rights granted to TG4.

Ancillary Rights include the right for TG4 to authorize third parties to exercise all or any of the Ancillary Rights.

### 17.3 CLIP SALE RIGHTS

Without prejudice to the Primary/Multiplatform Rights and the Ancillary Rights and whether or not TG4 chooses to acquire Primary/Multiplatform Rights in the Programme for the Second Licence Period as detailed in clauses 17.1.3 or thereafter as detailed in clause 17.1.4, the Producer agrees and acknowledges that TG4 may exercise the Clip Sale Rights in the Programme.

(a) The Clip Sale Rights in the Programme comprise the right to make extracts of the Programme available for sale on a non-exclusive basis throughout the world for the entire period of copyright including all renewals, reversions and extensions and if possible in perpetuity, pursuant to TG4's statutory commercial archive usage scheme as detailed in clause 17.2 subject to the payment by TG4 to the Producer of 50% of any commercial fee paid to TG4.

(b) TG4 shall be entitled to levy a charge on the requester of archive material in an amount required to cover its reasonably incurred copying/administrative costs and such charge shall not be considered a commercial fee for the purposes of this clause 17.3. TG4 shall deduct this charge from the commercial fee prior to sharing the balance equally with the Producer.

Clip Sale Rights include the right for TG4 to authorize third parties to exercise the Clip Sale Rights on its behalf.

For the avoidance of doubt and without prejudice to the Clip Sale Rights the Primary/Multiplatform Rights do not include the right for TG4 to make any licence sales of the Programme.

### 18. CREDIT CENSORSHIP AND CONTENT

18.1 The Programme shall contain such form of screen credit for the Producer as may be specified by TG4 in the Programme Commissioning Contract and any credit required by TG4 in relation to any executive producer. No other screen credits shall be permitted in relation to the Programme other than those expressly required pursuant to the Production Contracts and approved by TG4.

18.2 The audio-visual logo of TG4 from time to time shall be inserted at the beginning of the opening credit sequence and at the end of the final credit sequence of the Programme. TG4 will receive a funder/co-funder credit in such form as may be approved by TG4 in the Programme, the International Programme and in the publicity material, products and associated material in respect of the Programme and the International Programme and it shall be entitled to pre-approve the credits prior to their incorporation.

18.3 The Programme shall comply with all contractual credit obligations owed towards third parties.

18.4 No casual or inadvertent failure on the part of TG4 or any third party to comply with the credit provisions of the Agreement shall constitute a breach of the Agreement and the Producer acknowledges that the only remedy for any other breach of any of the credit provisions of the Agreement shall be damages and that the Producer shall not be entitled to injunctive relief for any alleged failure on the part of TG4 or any third party to accord the credit provided for. The Producer further undertakes to procure that a similar provision shall appear in all Production Contracts between the Producer and the Production Personnel.

## 19. DISTRIBUTION ADVERTISING AND PUBLICITY

19.1.1 Subject always to the fundamental principle that Distribution Rights in a Programme and International Programme should usually be held and exercised by the Producer, alternative distribution arrangements in respect of a Programme or International Programme may be made with the mutual agreement of the Producer and TG4 on a case by case basis.

19.1.2 Any right exercisable by the Producer in the Programme, International Programme or Format shall be in all cases and for the avoidance of doubt, without prejudice to the Primary/Multiplatform Rights and Secondary Rights in the Programme granted by the Producer to TG4.

19.2 The Distribution Rights and the Retained Rights in the Programme and the International Programme shall remain with the Producer and may be exercised by the Producer subject to the following restrictions and provisions and further without prejudice to clause 19.1.2:

(a) The Distribution Rights may be exercised by the Producer in any medium or format (now known or yet to be developed) to include without limitation dvd, online streaming, download-to-own, video on demand, near video on demand, pay per view and all subsidiary and merchandising rights incorporated in or derived from the Programme and the International Programme regardless of the manner or method of exploitation subject always to the restrictions set out in this clause 19.

(b) The Distribution Rights may not be exercised by the Producer and the Producer may not permit any third party to exercise the Distribution Rights in the Programme or the International Programme in the island of Ireland during the Ten



Year Period unless TG4 elects not to avail of its option to reacquire the Primary/MultiPlatform Rights for the Second License Period, in which case the Producer may exercise the Distribution Rights in the island of Ireland after the expiration of the Initial License Period and the TG4 Option Period combined.

(c) The Distribution Rights may not be exercised by the Producer and the Producer may not permit any third party to exercise the Distribution Rights in the Programme or the International Programme outside of the island of Ireland until 28 (twenty-eight) days after the First Broadcast Date.

(d) Exercise of the Distribution Rights by or on behalf of the Producer during the Ten Year Period:

(i) Island of Ireland: During the Ten Year Period, the Producer may not exercise or permit any third party to exercise the Primary/Multiplatform Rights in the Programme or in the International Programme in the island of Ireland.

(ii) Outside of the island of Ireland: Unintended overspill of the Programme or the International Programme which is licensed in a territory outside the island of Ireland and where the target audience for the Programme or the International Programme (to include marketing and promotion of the Programme or the International Programme) is audiences located outside the island of Ireland and audiences in the island of Ireland are not targeted, shall not be a breach of the restriction at 19.2(d)(i) above.

(iii) Outside of the island of Ireland: During the Ten Year Period the Producer shall ensure that any online service on which either the Programme or the International Programme is made available outside of the island of Ireland is geo-blocked so that it is not available to internet users in the island of Ireland.

(iv) TG4 shall have the exclusive and sole discretion to consent on an exceptional and occasional basis to the lifting of all or some of the restrictions set out in clause 19.2(d)(i).

(v) The restrictions at clause 19.2(d)(i) to (iii) above shall not apply after the Initial Licence Period and TG4 Option Period combined if TG4 decides not to exercise its exclusive option to re-acquire the Primary/Multiplatform Rights for the Second Licence Period, subject always to clause 19.2 (j) below.

(vi) Any distribution agreements entered into by the Producer in respect of the Programme and/or the International Programme during the Ten Year Period must be concluded on the basis that the Primary/Multiplatform Rights will remain available to be exercised in full by TG4 during the Ten Year Period and on the basis that the Secondary Rights are exercisable by TG4 in perpetuity.

(e) During the Ten Year Period (during the Initial Licence Period and TG4 Option Period combined, if TG4 decides not to exercise its option to re-acquire Primary/Multiplatform Rights for the Second Licence Period), TG4's consent shall be required in respect of the appointment of any distributor of the Programme and/or the International Programme. TG4's consent is similarly required in respect of any marketing or promotional campaigns proposed for the exercise of Distribution Rights during that same period. The consent pursuant to this clause 19.2(e) and clause 19.2(i) below will be exercised by TG4 in good faith taking into account TG4's statutory obligations in respect of the promotion of Irish language programming in the island of Ireland and abroad and the legitimate commercial expectations of both the Producer and TG4.

(f) In respect of the appointment of any distributor or sub-distributor or where the Producer sells rights in the Programme or the International Programme directly without the involvement of a distributor, TG4 shall have inspection rights in respect of the books of account and records of the Producer/distributor/sub-distributor in respect of such distribution and exploitation of the Programme/International Programme.

(g) The maximum costs which may be deducted in the exercise of the Distribution Rights are detailed in the definition of Distribution Costs.

(h) The Producer shall pay to TG4 the percentage of Net Profits detailed in the Programme Commissioning Contract in perpetuity and if the Programme is co-funded the division of Net Profits will be agreed with the Co-Funders. TG4's percentage of Net Profits comprises the recoupment of TG4's Recoupable Equity and the ongoing division of profits in perpetuity, as detailed in clause 19.4.

(i) During any period in which TG4 holds Primary/Multiplatform Rights in the Programme, whether the Initial Licence Period, the Second Licence Period or any subsequent licence period, the consent of TG4 to the terms of any distribution agreements entered into in respect of the Programme or the International Programme shall be required. In the event of any inconsistency between the Agreement and the distribution agreements (if any) the Agreement will prevail, notwithstanding that TG4 may have been provided with a copy of the said distribution agreements.

(j) When entering into any distribution agreement in respect of a Programme and/or International Programme after the Ten Year Period, the Producer shall notify the Ard -Stiúrthóir of TG4 in writing of its intention so to do and TG4 shall indicate any or all elements of Primary/Multiplatform Rights in the Programme it would like to see preserved and available for possible re-acquisition by TG4 in the future, in the context of that proposed distribution deal. The Producer shall use reasonable and good faith efforts to preserve those identified elements of the Primary/Multiplatform Rights in the distribution deal in question but shall not be required to preserve those elements of the Primary/Multiplatform Rights to its own material commercial disadvantage. After the conclusion of the distribution deal, the Producer will notify TG4 of the duration of the distribution agreement.

(k) At all times after the Ten Year Period, TG4 shall be entitled to acquire those elements of the Primary/Multiplatform Rights in the Programme that are available at that time for re-acquisition by TG4 as detailed in clause 17.1.4.

(l) The Producer will use its best endeavours to exercise the Distribution Rights to maximize profits and collect the monies and it shall remit the agreed share of Net Profits to TG4.

(m) TG4 will receive such credit as it may specify in the Programme and the International Programme(s), together with promotional materials issued in connection with the Programme or International Programme and on any merchandising content derived from the Programme or International Programme.

(n) Formats:

(i) Where a Format has been originated and developed jointly by the Producer and TG4, the format will be owned by them in equal shares as tenants in common and the Producer and TG4 shall liaise at all times with each other in respect of the exercise of the Distribution Rights in that Format and the Producer shall exercise the Distribution Rights in that Format in accordance with the distribution obligations in this clause 19 or in such other manner as is agreed with TG4. It may be agreed that those rights shall be exercised by TG4 on behalf of itself and the Producer. TG4 shall be entitled to receive 50% of the Net Profits in respect of the exercise of the Distribution Rights in the joint Format to which this clause 19.2(n)(i) applies, in perpetuity.

(ii) Where the Format has been created exclusively by the Producer the Format will be owned by the Producer and the Producer shall exercise the Distribution Rights in that Format in accordance with the distribution obligations in this clause 19. TG4 shall be entitled to receive 15% of Net Profits in respect of the exercise of Distribution Rights in any Format to which this clause 19.2(n)(ii) applies, in perpetuity.

(iii) The amount and allocation of the distribution commission and distribution expenses associated with the sale of any Format to which clause 19.2(n)(i) applies shall be as agreed in good faith by the Producer and TG4.

(o) Websites and social media:

Subject always to the restrictions and provisions set out in this clause 19 in respect of the exercise of Distribution Rights by the Producer:

(i) the Producer shall have the exclusive right to provide websites, social media pages and interactive applications associated with the distribution of the Programme or the International Programme(s) in any territory outside of the island of Ireland provided that the aforesaid are geo-blocked and are not accessible to any internet user in the island of Ireland during any period in which TG4 holds Primary/Multiplatform Rights in the Programme. Any promotion or marketing by

the Producer of the Programme and/or the International Programme outside of the island of Ireland may not be targeted at viewers in the island of Ireland; and

(ii) Only with the consent of TG4, may the Producer create and maintain, in a manner agreed between TG4 and the Producer, its own website in the island of Ireland, for the promotion and publicity of the Programme and/or the International Programme.

19.3 The Producer warrants that it will obtain and maintain all licences and make all payments to collecting agencies including without limitation in respect of any music lyrics or sound recordings included in the Programme and International Programme, in respect of the exercise by or on behalf of the Producer of the Distribution Rights.

19.4 TG4 has agreed to invest Recoupable Equity in the Programme as specified in the Programme Commissioning Contract. The Producer shall collect the Gross Receipts arising from the exploitation of the Distribution Rights. The Producer agrees to pay TG4 the percentage of Net Profits specified in the Programme Commissioning Contract in perpetuity. TG4's percentage of Net Profits comprises the recoupment of TG4's Recoupable Equity and the ongoing division of profits in perpetuity.

The Producer shall send a statement of account to TG4 within 45 days after 30 June and 31 December each year in relation to the previous six month term stating all the sums due to TG4 in accordance with the provisions of the Agreement and each statement shall be accompanied by a payment of the sum stated to be due in that statement. In addition, on request, the Producer agrees to provide an annual statement to TG4 certified by the Producer's accountant and at the Producer's expense. The said accounting statement shall be made available well in advance of the nearest auditing day. In the event of no sales the Producer will notify TG4 annually that there are in fact no sales.

19.5 The Producer undertakes to maintain records and books of account which shall be completely accurate and correct in regard to the exercise of the Distribution Rights showing the Gross Receipts and the Distribution Costs. TG4 shall have the right at any time to examine, inspect, and make copies of, all books and records which relate to the Distribution Rights, subject to giving reasonable advance notice. Where it is decided at any time, through such an inspection, that the Net Profits stated to be due to TG4 are less than 75% of the Net Profits properly due, the Producer shall pay all fees and costs relating to such inspection, as well as the shortfall in the Net Profits due to TG4, plus interest accrued at EURIBOR plus 2.5% of the shortfall in the Net Profits. The Producer shall ensure that appropriate provision is made to ensure that TG4's inspection rights are included in the Producer's contract or contracts with any approved distributor/sub-distributors in respect of the distribution and exploitation of the Programme /International Programme.

19.6 For the avoidance of doubt, in any situation where TG4 receives a fee or any financial remuneration in respect of any rights granted to third parties to show the Programme as part of the exercise of Primary/Multiplatform Rights (e.g. app sales)

resulting in Net Profits earned by TG4, then the Producer shall be entitled to receive the percentage of Net Profits detailed in the Programme Commissioning Contract (apportioned between the Producer and others as appropriate) and TG4 shall account to the Producer and pay such portion of Net Profits to the Producer no less than once per calendar year unless otherwise agreed with the Producer.

19.7 Monies arising from commercial communications, sponsorship and product placement in and around the Programme will not form part of the Net Profits and will be retained exclusively by TG4.

19.8 TG4 and the Producer shall have the right to issue or make arrangements for advertising or publicity relating to the Programme and the right to engage a unit publicist press officer or other advertising or public relations personnel in respect of the Programme in consultation with each other.

19.9 TG4 and the Producer shall have the right to make arrangements for press and publicity personnel and photographers to take photographs carry out interviews and perform other press and publicity-related activities during the production of the Programme at the Studios or in any other location in consultation with each other.

19.10 The Producer undertakes and agrees to render such advertising and publicity services in relation to the Programme as may reasonably be required by TG4 subject to reimbursement to the Producer of its reasonable pre-approved expenses.

#### 20.1 COPYRIGHT IN THE PROGRAMME AND THE INTERNATIONAL PROGRAMME

The Producer will retain the copyright in the Programme and the International Programme for the entire period of copyright together with all renewals reversions and extensions and if possible in perpetuity, unless otherwise mutually agreed by the Producer with TG4.

#### 20.2 OWNERSHIP OF THE DELIVERY MATERIAL

For the purposes of exercising the rights granted to TG4, the Producer hereby transfers the ownership of the Delivery Material to TG4. The Producer will own the offcuts/outtakes.

#### 21. OBLIGATIONS AND WARRANTIES

The Producer warrants undertakes and agrees with TG4 that:-

21.1 the Agreement constitutes a legal valid and binding obligation enforceable against the Producer in accordance with its terms;

21.2 prior to the assignment of the rights granted in the Agreement to TG4 the Producer was the sole absolute unencumbered legal and beneficial owner of the Programme and the Delivery Material and had acquired all rights in and to the same

free from any and all liens claims and encumbrances subject only to the rights in respect of the music and lyrics contained in the Programme of IMRO;

21.3 nothing contained in the Programme or the Delivery Material shall infringe any right of copyright right of trademark right of privacy right of publicity or any other right of any other nature of any person firm or company or be obscene or libellous or blasphemous or defamatory and all agreements relating to the use of commercial music and any other material of whatever nature in the Programme shall be subject to the prior approval of TG4 before execution;

21.4 the Producer has acquired or shall on Delivery have acquired the irrevocable right to use the names professional names likenesses and biographies of all Production Personnel and to use their voices and any photographs or recordings of the Production Personnel throughout the world in perpetuity for the purpose of exploiting the Programme under the Agreement together with the sole and exclusive merchandising rights in and to the services and the product of the services of the Production Personnel in connection with the Programme;

21.5 the Budget referred to in the Agreement shall be a complete bona fide accurate estimate of the total cost of production of the Programme to which it relates and includes adequate provision for all expenses relating to the Programme including without limitation any and all costs relating to music and other licences and pre-release publicity public relations expenses and interest charges and will be sufficient to enable the Producer to complete and deliver the Programme to TG4 in accordance with the obligations undertaken by it in the Agreement;

21.6 the Producer shall enter into Production Contracts in respect of the Studios and Locations and all other Production Contracts in a timely manner in accordance with the Production Schedule for the Programme;

21.7 the Producer and its Production Personnel shall not bring TG4 into disrepute;

21.8 the Producer and its Production Personnel shall comply with policies and guidelines issued by TG4 from time to time and all applicable legislation and regulations including without limitation health and safety requirements and child protection guidelines;

21.9 the Producer shall adopt and enforce employment policies consistent with equal opportunities legislation and engage a professionally competent crew for the production of the Programme in accordance with normal industry arrangements and in compliance with relevant legislation and regulations; and the Producer shall comply with all statutory and other requirements and obligations of an employer and without prejudice to the generality of the foregoing it shall be solely responsible for the employment, remuneration, taxes, immigration and work permits of all personnel engaged in respect of the production and Delivery of the Programme pursuant to the Agreement and upon request, the Producer will promptly furnish information and documentation in relation to the aforesaid to TG4 as may be required by TG4;

21.10 the Producer shall on demand make available to TG4 copies of all contracts clearances agreements and other matters relating to the production of the Programme and acknowledges that TG4 is placing reliance on the Producer's warranties in the Agreement;

21.11 the Producer undertakes to ensure that TG4 is advised and appraised of any potential legal problems well in advance of transmission of the Programme and in advance of approval of final cut of the Programme in order that appropriate steps may be taken to avoid potential liability and will provide TG4 with appropriate assistance;

21.12 in the event of any claim dispute action writ or summons arising from or in connection with the Programme the Producer and TG4 agree to provide full details to the other party at the earliest opportunity and shall not settle any such matter without first consulting the other party provided however that in respect of an allegation of defamation or contempt of court being made then TG4 shall be entitled to deal with the matter as it may wish;

21.13 the Producer will be the sole "author" and maker of the Programme within the meaning of the Copyright and Related Rights Act 2000 and shall at all material times during the production of the Programme be a qualifying person within the meaning of such Act;

21.14 the Producer has acquired or shall on Delivery have acquired all rights of copyright and other rights (including in respect of the Production Personnel) to permit the exploitation of the Programme and the International Programme in any and all media by any method or means throughout the world in perpetuity without further payment to the Producer or any third party unless otherwise agreed with TG4;

21.15 the Programme and the Delivery Material shall be high quality Irish language programme and shall be of first class technical quality suitable for commercial exploitation and shall comply with all screen and advertising credit obligations and other obligations to third parties;

21.16 each part of the Programme shall be protected under statutory and common law copyright in all countries adhering to the Berne Convention or any other relevant convention or international agreement governing intellectual property rights and prior to the grant of rights herein to TG4 the Producer was the sole and unencumbered legal and beneficial owner of the Delivery Material and all rights in the Programme;

21.17 the Programme shall at all times during production contain and comply with the Essential Elements;

21.18 the Producer shall not alter or permit the alteration of any screenplay or shooting script or other literary material which has been approved by TG4 in any way

which might materially alter the nature or character of the Programme or change the title of the Programme without the consent of TG4;

21.19 the Producer shall make all payments due to persons who are entitled to payment in respect of services or goods or facilities rendered or provided or rights granted in respect of the Programme in a timely manner;

21.20 no fees shall be payable to TG4 in respect of any musical work contained in the Programme otherwise than to IMRO in respect of the broadcast by TG4 of the said musical work;

21.21 nothing shall be contained in the Programme which might breach any duty of confidence or constitute a contempt of court or contravene the provision of any statute including any provisions of the Broadcasting Act 2009 or regulations made pursuant to such Act;

21.22 the Programme complies with all applicable codes of the Broadcasting Authority of Ireland or its successor;

21.23 the Producer shall not without the consent of TG4 disclose reveal or make public any information of whatever nature in connection with the business of TG4 the Programme or the Agreement all of which shall be treated by the Producer on a strictly confidential basis and the Producer shall procure the strict observance of this clause 21.23 by the Production Personnel and all persons contracted by the Producer in relation to the Programme;

21.24 Where props, sets and other items (collectively "Props") have been acquired or constructed by or on behalf of the Producer for the purposes of producing the Programme, TG4 shall be entitled to require that ownership and possession of those Props be transferred promptly to TG4 on request where TG4 may require those Props for the purposes of producing or commissioning the production of other programmes in the future, whether from the Producer or another production company.

21.25 the Producer has prior to the date of the Agreement disclosed to TG4 all facts in relation to the business undertakings assets and affairs of the Producer and its Associates which are relevant to the production Delivery and exploitation of the Programme which if disclosed might affect TG4's decision to commission the Producer to produce the Programme pursuant to the Agreement;

21.26 no security has or will be granted to any third party in respect of the Programme the Production Account or the Props unless TG4 has given its consent to both the security and the terms and conditions applicable to such security;

21.27 Irish speaking contractors and employees are and will continue to be engaged by the Producer in its business including without limitation in connection with the production and Delivery of the Programme and it will provide details to TG4 of such contractors and employees on request;



21.28 it will comply with the requirements of all applicable data protection legislation including the General Data Protection Regulation (2016/679) in respect of personal data processed in connection with the Programme;

21.29 the Producer undertakes to indemnify TG4 and keep TG4 at all times fully indemnified from and against all actions proceedings claims demands costs (including without prejudice to the generality of this provision legal costs of TG4 on a solicitor and own client basis) awards damages however arising directly or indirectly as a result of any breach or non-performance by the Producer of any of the Producer's undertakings warranties or obligations under the Agreement.

## 22. BOOKS AND RECORDS

22.1 The Producer warrants that it has made full and fair disclosure to TG4 of all financial and contractual arrangements relating to the Programme and in relation to all rights and interests of the Producer and its Associates in respect of property rights services or facilities used in relation to the Programme.

22.2 The Producer undertakes and agrees to maintain full accurate and proper records and books of account relating to the production of the Programme together with all invoices vouchers receipts and other records evidencing expenses and charges incurred in the production of the Programme. The Producer undertakes to keep and maintain such production records for the period of 3 years following Delivery of the Programme or such longer period as may be requested by TG4 if such request is made before the expiry of such period.

22.3 TG4 shall have the right at any time on reasonable prior notice to inspect audit and take copies of all books and records relating to the Programme.

22.4 The Producer undertakes within 60 days of Delivery of the Programme to submit to TG4 a fully itemised detailed statement of the Cost of Production of the Programme certified at the request of TG4 by a firm of accountants approved by TG4 and containing a detailed itemisation of all sums actually expended for the production of the Programme. Where a Programme is part of a series of Programmes the period above referred to shall be calculated with effect from Delivery of the last Programme in each batch or group designated by TG4 for accounting purposes.

22.5 The statement of the Cost of Production of the Programme shall be accompanied by a completed Programme Information Archive Form containing details of the identity addresses and relevant terms of contractual engagement of all persons who may be entitled to receive equitable remuneration in relation to the Programme pursuant to the terms of all relevant legislation implementing Directive 2006/115/EC.

### 23. TERMINATION

It shall constitute the repudiation by the Producer of its obligations under the Agreement and TG4 shall be entitled (but not obliged) to accept such repudiation terminating TG4's obligations and the Producer's rights under the Agreement by written notice if any of the following events occur:-

23.1 the Producer is in breach of any material term of the Agreement which is incapable of remedy or if capable of remedy is not remedied within 7 days of receipt by the Producer of notice in writing from TG4;

23.2 any of the Producer's representations in relation to the Agreement shall prove to have been incorrect when made or become materially incorrect if such representations would not have been made by any reasonable Producer with the same knowledge at that time;

23.3 the Producer or its Associate transfers disposes of or threatens to transfer or dispose of any part of its assets which is likely in the reasonable opinion of TG4 to prevent or materially to inhibit the performance by the Producer of its obligations under the Agreement;

23.4.1 the Producer or its Associate is unable to pay its debts as they fall due;

23.4.2 any indebtedness guarantee or similar obligation of the Producer or of its Associate or of any guarantor of the Producer or of its Associate becomes due or capable of being declared due before its stated maturity or is not discharged at maturity or the Producer or its Associate or any guarantor of the Producer or its Associate defaults under or commits a breach of the provisions of any guarantee or other obligation (whether actual or contingent) of any agreement pursuant to which any such indebtedness guarantee or other obligation was incurred all or any of which shall in the reasonable opinion of TG4 materially affect its rights and entitlements under the Agreement;

23.5.1 the Producer is declared or becomes insolvent or bankrupt;

23.5.2 an Associate of the Producer is declared or becomes insolvent or bankrupt which is likely in the reasonable opinion of TG4 to prevent or materially to inhibit the performance by the Producer of its obligations under the Agreement;

23.6 the Producer convenes a meeting of its creditors or proposes or makes any arrangement or composition with or any assignation for the benefit of its creditors or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Producer (save for the purpose of and followed by a voluntary reconstruction or amalgamation previously approved in writing by TG4 ) or if an encumbrancer takes possession of or a trustee receiver liquidator or similar officer is appointed in respect of all or any part of its business or assets or any distress execution or other legal process is levied threatened enforced upon or sued out against any of such assets, or a similar event occurs in respect of an Associate of the Producer which is likely in the reasonable

opinion of TG4 to prevent or materially to inhibit the performance by the Producer of its obligations under the Agreement;

23.7.1 before Delivery of the Programme control of the Producer shall change without the prior approval of TG4 where control means the power to direct the management and policies of the Producer;

23.7.2 before Delivery of the Programme control of an Associate of the Producer shall change without the prior approval of TG4 which is likely in the reasonable opinion of TG4 to prevent or materially to inhibit the performance by the Producer of its obligations under the Agreement;

23.8 an Event of Force Majeure shall have occurred and shall have continued for 14 days either consecutive or in the aggregate or in the reasonable opinion of TG4 is likely to continue for such period; or

23.9 there is a breach of any other agreement between TG4 and the Producer or its related company (within the meaning of the Companies Act 2014) or a director of the Producer or a director of its related company.

#### 24. TAKEOVER

TG4 shall have the right to take over and complete the making of the Programme and exercise the rights set out in clause 25 by giving notice in writing to the Producer at any time after the occurrence of any of the following events:-

24.1 TG4 believes in good faith after consultation with the Producer but in TG4's sole discretion that the actual Cost of Production of the Programme is likely to exceed the Budget or the progress of production of the Programme is likely to fall materially behind the Production Schedule;

24.2 the total of the expenditure and liabilities incurred in connection with the production of the Programme at any time exceeds 110% of the budgeted cost (as specified in the Budget excluding the Production Fee and Contingency Funds if any) for the stage of production at which the Programme then is or the production of the Programme falls materially behind the Production Schedule;

24.3 the Producer fails to carry out any reasonable instructions given by TG4 or its Production Representative;

24.4 an Event of Force Majeure occurs and has continued for 14 days either consecutive or in the aggregate or in the reasonable opinion of TG4 is likely to continue for such period; or

24.5 an Event of Default occurs or in the reasonable opinion of TG4 is likely to occur.

## 25. CONSEQUENCES OF TAKEOVER AND/OR TERMINATION

25.1 Without prejudice to the legal rights of the parties (other than any which conflict with the following provisions) the consequences of termination of the Agreement or the exercise by TG4 of its rights of takeover pursuant to clause 24 shall be:-

25.1.1 any sums held by the Producer for the purposes of the Agreement as at termination shall be repaid by the Producer to TG4 on demand and the Producer shall supply to TG4 forthwith a detailed statement of income and expenditure up to the date of termination, with full details of all unpaid debts, and all outstanding commitments for which no invoices have been received;

25.1.2 all parts of the Programme which have been completed and all documents footage and sound recordings Props plant machinery and other physical material of whatever nature acquired or created by the Producer in relation to the Programme up to the date of termination shall be delivered by the Producer to TG4 or its nominee on TG4's demand and the Producer shall transfer ownership to TG4 in the Programme and all other material which has been produced including the offcuts/outtakes and the Props;

25.1.3 TG4 or its nominee shall have the right to use all physical properties facilities supplies equipment documents and materials relating to the Programme;

25.1.4 TG4 or its nominee shall have the right to assume supervision and control of the making of the Programme and/or to appoint and contract with any third party to complete the production of the Programme;

25.1.5 TG4 or any person it nominates shall be and is irrevocably appointed the agent of the Producer with absolute discretion and with power for and on behalf of the Producer to exercise or assign any right of the Producer (whether under any contract or otherwise) which is relevant to the making of the Programme;

25.1.6 the Producer will assign to TG4 all copyright and all others rights in the Programme (together with the benefit of the Producer's share of the Format where the Format is owned jointly) for the full period of copyright together with all renewals reversions and extensions and if possible in perpetuity;

25.1.7 Upon request the Producer shall execute a formal assignment in favour of TG4 or its nominee in respect of the benefit of any agreements made by the Producer and relevant to the making of the Programme;

25.1.8 The Producer agrees to indemnify TG4 against liability arising from any fraudulent or negligent act or omission by the Producer in the exercise of the Producer's rights provided that if TG4 in its sole discretion determines that it is not economically feasible to effect completion of the Programme it may by notice in writing to the Producer declare abandonment of the production of the Programme.

25.2 In the event of termination following a breach by the Producer if the total cost of completing the Programme in accordance with the Agreement is increased the additional cost shall be paid by the Producer to TG4 either by deduction from any money payable by TG4 to the Producer or as an ordinary debt payable on demand provided nothing contained in this clause shall make the Producer liable to pay for any element in the Cost of Production of any Programme if the cost of such element is excessive and such cost was incurred unreasonably by TG4 or its nominee.

25.3 Unless otherwise provided termination of the Agreement shall be without prejudice to the grants of rights and the warranties and undertakings given by either party and all other obligations and indemnities that have arisen or been given prior to termination all of which shall continue in full force and effect after termination notwithstanding that termination has taken place.

## 26. DEFINITIONS

26.1 The words and phrases referred to in the Agreement shall have the following meanings:-

### “Agreement”

Any Programme Commissioning Contract executed by TG4 together with all appendices and schedules thereto and the Programme Terms and Conditions which are incorporated into the Programme Commissioning Contract by reference together constitute the Agreement.

### “Ancillary Rights”

The rights detailed in clause 17.2 in respect of the Programme.

### “Associate”

Any company or person directly or indirectly associated with or controlled by the Producer including any subsidiary or holding company or other connected entity including a related company under the Companies Act 2014.

### “Budget”

The Budget attached to the Programme Commissioning Contract which consists of the Rights Fee and Recoupable Equity.

### “Cashflow Schedule”

The cashflow schedule specified in the Programme Commissioning Contract.

### “Clip Sale Rights”

The rights detailed in clause 17.3 in respect of the Programme.

### “Contingency Funds”

Money designated in the Budget as intended for use only in relation to the Contingency Items.

“Contingency Items”

Possible adverse eventualities identified in the Budget including without limitation by way of example only bad weather ill health unplanned travel.

“Cost of Production”

The total direct and indirect cost of the preproduction production post production and Delivery of the Programme including without limitation the cost of all development work and the acquisition of all underlying rights and other rights and the acquisition of rights in respect of Third Party Material.

“Delivery”

Delivery by the Producer of the Delivery Material to TG4 in accordance with the provisions of the Agreement.

“Delivery Date”

The date or dates specified in the Programme Commissioning Contract.

“Delivery Material”

Those materials in relation to the Programme specified in the Programme Commissioning Contract.

“Distribution Costs”

The commission/sales agent commission and distribution expenses of TG4 or the Producer (and its distributor and sub-distributor) which shall not in total exceed 30% of the Gross Receipts.

“Distribution Rights”

The rights detailed in clause 19 in respect of the Programme and International Programme.

“EURIBOR”

Euro Interbank Offered Rate.

“Essential Elements”

Those elements specified in the Programme Commissioning Contract.

“Event of Default”

Any of the events specified in clause 23.

“Event of Force Majeure”

Any act or event which is beyond the control of the Producer or TG4 which interferes or is likely to interfere with production of any Programme.

“First Broadcast Date”

The date on which TG4 first makes the Programme (or where a series, first makes the last episode of such series) available to the public or delivers the Programme to

the public on any platform OR the date that is 9 (nine) months after accepted Delivery of the Programme by TG4, whichever date is earlier (provided that making trailers or promos available to the public prior to the initial broadcast of the entire Programme will not constitute “first broadcast” for the purposes of this definition).

“Format”

The characteristics of the Programme by which the Programme can be identified as having a unique and original identity and manner of production which is capable of being sold as “a format” as that term is understood within the audio-visual, film and television production industry.

“Gross Receipts”

The full amount received in respect of the commercial exploitation by any means of the Programme, or International Programme prior to deduction of any Distribution Costs and/or prior to the deduction of any agreed deferral amounts.

“IMRO”

Irish Music Rights Organisation.

“Initial Licence Period”

The period commencing on the signing of the Programme Commissioning Contract and ending 5 years and 7 days from the First Broadcast Date.

“International Programme(s) “

Every version of the Programme which is produced by or on behalf of the Producer with the exception of the Irish version of the Programme.

“Locations”

Those locations (if any) specified in the Programme Commissioning Contract.

“Net Profits”

The sums received by TG4 or the Producer earned from the commercial exploitation by any means of the Programme, or International Programme after deduction of any Distribution Costs and/or after deduction of any agreed deferral amounts.

“Primary/Multiplatform Rights”

The rights detailed in clause 17.1.2 in respect of the Programme.

“Producer”

The Producer means the “Producer” named in the Programme Commissioning Contract.

“Production Account”

A separate bank account in the name of the Producer and with the Programme identified by name established under a mandate which stipulates that all sums paid into the account shall be held on trust for TG4.

“Production Contracts”

Any and all agreements entered into by the Producer in relation to any of the Essential Elements the Production Personnel Location the Studio or in any other respect whatever in connection with the Programme.

“Production Fee”

That fee (or those fees) forming part of the Budget which may be specified in the Programme Commissioning Contract.

“Production Personnel”

All artists contributors and all personnel who render services or supply goods facilities or finance in respect of the Programme or the Delivery Material.

“Production Representative”

Such person or persons in relation to any Programme as may be appointed by TG4.

“Production Schedule”

The schedule for the production of the Programme specified in the Programme Commissioning Contract.

“Programme(s)”

Any single episode Programme or multi-episode series of Programmes, produced by the Producer for TG4 under a Programme Commissioning Contract and which is produced primarily in the Irish language and includes parts of the Programme and all sound recordings included in the soundtrack of the Programme and excerpts from sound recordings and/or other films incorporated in the Programme together with promos subtitles Programme websites interactive applications and other content produced by the Producer pursuant to the Programme Commissioning Contract.

“Programme Commissioning Contract”

The programme commissioning contract or multiannual programme commissioning contract executed by TG4 and the Producer into which the Programme Terms and Conditions are incorporated.

“Programme Information Archive Form”

Such information form as TG4 may from time to time specify.

“Publicity Material”

Publicity material and other material relating to the Programme which TG4 normally requires independent producers to deliver pursuant to programme commissioning agreements.

“Rate Card Rates”

The rate card agreed between TG4 and SPI which specifies the licence renewal rates payable by TG4 to production companies for the re-acquisition by TG4 of Primary/Multiplatform Rights.



“Recoupable Equity”

The amount contributed by TG4 to the Budget which is over and above the amount of the Rights Fee and this amount is fully recoupable by TG4 from the Producer from the exploitation by the Producer of the Distribution Rights.

“Retained Rights”

Those rights in the Programme other than those granted by the Producer to TG4 under the Agreement.

“Rights Fee”

The fee charged in respect of the assignment of rights by the Producer to TG4.

“Second Licence Period”

The period of 5 years and 7 days from the date on which TG4 re-acquires Primary/Multiplatform Rights in the Programme from the Producer on the exercise of the TG4 option to re-acquire Primary/ Multiplatform Rights after the expiration of the Initial Licence Period.

“Secondary Rights”

The Ancillary Rights and the Clip Sale Rights.

“Studios”

Such studios (if any) as may be specified in the Programme Commissioning Contract.

“Surplus Funds”

Any underspend in relation to the Budget as determined by TG4 pursuant to clause 11.

“Technical Specifications”

The TG4 technical specifications.

“Ten Year Period”

The period equivalent to the Initial Licence Period plus the Second Licence Period plus the TG4 Option Period.

“Third Party Material”

Any and all material (including archive material) incorporated in or used in relation to the Programme in respect of which any rights of copyright or other rights of whatever nature are vested in or controlled by third parties.

“TG4 Option Period”

The period of 12 (twelve) weeks commencing on the expiration of the Initial Licence Period.

26.2 Any reference in the Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date

of the Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

26.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa.

26.4 The word “copyright” means the entire copyright and design right subsisting under the laws of Ireland and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

26.5 Unless otherwise stated time shall be of the essence for the purpose of the performance of the Producer’s obligations under the Agreement.

26.6 Unless otherwise stated references to clauses sub-clauses sub-paragraphs schedules annexures and exhibits relate to the Agreement.

26.7 The Agreement may not be assigned without the consent of TG4.

26.8 All references to TG4 consent in these Programme Terms and Conditions shall mean the prior written consent of TG4 and, subject to the final sentence of clause 19.2(e), TG4 may grant or withhold such consent in its sole discretion.

26.9 By affixing their respective electronic signatures to the Agreement by means of DocuSign’s electronic signature system or other electronic signature system, the parties acknowledge that they intend to be bound to the Agreement.

## 27. GENERAL

### 27.1 Confidentiality and Freedom of Information Act 2014

27.1.1 The Producer undertakes to maintain confidentiality in respect of the terms of the Agreement. This duty of confidentiality shall not preclude the involvement of any professional organisation in representations being made to or discussions taking place with TG4.

27.1.2 TG4 is subject to the provisions of the Freedom of Information Act 2014. In the event of TG4 receiving a request for information related to the Agreement, TG4 will consult with the Producer in respect of the request. The Producer will identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and will state the reasons for this sensitivity. TG4 will consult the Producer about this confidential or commercially sensitive information before making a decision on any Freedom of Information request received.

### 27.2 Notice

27.2.1 Any notice or other written communication to be given under the Agreement shall either be delivered personally or sent by registered post or email. The contact

person in respect of TG4 is the Ard Stiúrthóir and the contact person in respect of the Producer is the person notified by the Producer to TG4.

27.2.2 All notices shall be deemed to have been served as follows: if personally delivered, at the time of delivery; if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and if communicated by email, on the next calendar day following transmission.

### 27.3 Severability

In the event that either a provision of the Agreement or alternatively a provision in a third party agreement is held to be void and/or unenforceable or otherwise contrary to or in breach of any law and as a consequence a provision of the Agreement with the same and/or analogous effect as the aforementioned provision is void and/or unenforceable or otherwise contrary to or in breach of any law then, the party who such provision benefits may, on notice, require the other party to consult with it in good faith as soon as reasonably practicable. Such consultation shall take place with a view to amending the Agreement by severing and striking out such provision and negotiating in good faith an alternative provision or amendment which substantially gives effect to the parties' intentions at the date hereof and which provides equivalent benefits to those anticipated by the parties at the date hereof.

### 27.4 Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation pursuant to the Agreement which arises as a result of the occurrence of an Event of Force Majeure and neither party shall incur any liability for any expenses or losses direct or consequential or otherwise which may be suffered by the other party as a result of the occurrence of such Event of Force Majeure.

### 27.5 No obligation to make the Programme available to the public

Nothing contained in the Agreement shall be construed as imposing any obligation on TG4 to make the Programme available to the public.

### 27.6 Entire Agreement

The Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral appertaining to the subject matter of the Agreement and may not be varied except by an instrument in writing signed by all of the parties to the Agreement.

### 27.7 Waiver

No failure or delay on the part of any of the parties to the Agreement relating to the exercise of any right power privilege or remedy provided under the Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any

preceding or succeeding breach by the other party to the Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in the Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at law.

27.8 No Partnership or Agency

The Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between the parties. Nothing shall constitute the appointment of the Producer as TG4's agent and the Producer shall not enter into any contract or purport to enter into any contract on behalf of TG4.

27.9 Governing Law

The Agreement shall be governed by and construed in accordance with the laws of Ireland whose courts shall be courts of competent jurisdiction.