

SCHEDULE “A”

STANDARD TERMS & CONDITIONS

1. Interpretation

The following words and expressions, wherever used in the Basic Provisions (or any schedule incorporated therein by reference, including these Standard Terms and Conditions), or in any amendments or supplements hereto, unless the context otherwise specifically requires, shall have the following meanings:

“**Agreement**”, “**hereto**”, “**hereof**”, “**herein**”, “**hereunder**” and similar expressions refer (i) to the agreement entitled and herein referred to as the Basic Provisions executed between Bell Media and Licensor; (ii) to every schedule attached to the Basic Provisions, including these Standard Terms and Conditions; and (iii) to every executed amendment and supplement thereof;

“**Assign**” and “**Assignment**” have the meaning ascribed to them in Section 10.1 of the Standard Terms and Conditions;

“**Availability Date**” has the meaning ascribed to it in Section 1.2 of the Basic Provisions;

“**AVOD**” means the transmission of programming on an on-demand basis, via the Distribution Means, that allows a user to view programming at a time chosen entirely at their discretion, which is primarily advertising-supported and may be available for free or for a subscription fee;

“**Bell Media Indemnified Parties**” has the meaning ascribed to it in Section 12.1 of the Standard Terms and Conditions;

“**Broadcast Materials**” means the broadcast master(s) of the Program, all in conformity with the Technical Specifications;

“**CAB**” means the Canadian Association of Broadcasters;

“**Catch Up**” means the exhibition of programming via AVOD and/or FVOD for a fixed period of time following each telecast of such programming on a linear television channel;

“**CAVCO**” means the Canadian Audio-Visual Certification Office;

“**CRTC**” means the Canadian Radio-television and Telecommunications Commission;

“**Delivery**” means Bell Media’s receipt and technical acceptance of the Delivery Materials, such acceptance not to be unreasonably withheld or delayed;

“**Delivery Date**” means no later than 60 days prior to the commencement of the Licence Term, or such other date as agreed to by the Parties;

“**Delivery Materials**” means all of the materials specified in Schedule “B” hereto;

“**Distribution Means**” means the transmission of programming by means of over the air systems, coaxial or fiber-optic cable television systems, digital terrestrial television systems, direct-to-home satellite systems, microwave multi-point distribution services systems, fiber optic, IPTV and wireless systems (2G/3G/4G/5G/LTE and successor technologies), or any other transmission means now known or hereafter devised, as well as distribution via the Internet including via virtual MVPDs and on a direct to consumer basis;

“**Electronic Rental/TVOD**” means the distribution of an individual program via the Distribution Means by a programming service upon payment of a one-time fee for such program, which permits the viewer to view such program on a temporary basis at a time chosen by the viewer entirely at their discretion;

“**Electronic Sell-Through**” or “**EST**” means the distribution of an individual program via digital Distribution Means by a programming service upon payment of a one-time fee for such program, which permits the viewer to retain access to such program on a permanent or long-term basis for viewing at a time chosen at the viewer’s discretion.

“**FAST**” means free ad-supported streaming channel services which exhibit continuous streaming of programming curated and scheduled by the service provider, where such streaming channel is separate and untethered from any linear television broadcast;

“**Free Television**” means the transmission of programming via the Distribution Means on a linear ad-supported television channel made available to the viewer free of charge, other than fees, assessments or taxes levied by government agencies and/or fees charged by distributor for access to their services. Free Television includes any simultaneous retransmission of the applicable broadcast signal by means of cable television, satellite, IPTV and Internet transmission;

“**FVOD**” means the transmission of programming on an on-demand basis, via the Distribution Means, that allows a user to view programming at a time chosen entirely at their discretion, which is available free of charge, other than any fees charged by distributor to access their services;

“**GST/HST/QST**” means any applicable harmonized sales tax or goods and services tax imposed under Part IX of the *Excise Tax Act* (Canada) or under any provincial or territorial legislation to like effect and includes any regulations

pertaining thereto;

“Guarantor” has the meaning ascribed to it in the Basic Provisions;

“HD” means high definition at the highest resolution available to Licensor (including 4K);

“Home Video” means the distribution of a program via videocassettes and videodiscs (including, without limitation, DVD and Blu-Ray) intended for exhibition in the home;

“In-flight” means the exhibition of programming on board Canadian airlines;

“Language” means the language(s) specified in Section 1 of the Basic Provisions;

“Licence” means the grant of rights hereunder, as specified in Section 2 of the Basic Provisions;

“Licence Fee” has the meaning ascribed to it in Section 4 of the Basic Provisions;

“Licence Term” means the period of time specified in Section 1 of the Basic Provisions and any renewal term granted to Bell Media hereunder;

“Licensor” has the meaning ascribed to it on the first page of the Basic Provisions;

“Non-Theatrical Distribution” means the exhibition of programming non-theatrically, including on or in hotels, ships at sea, trains, military bases and military vessels and/or educational institutions and libraries;

“Party” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and

“Parties” means every Party;

“Pay Television” means the transmission of programming via the Distribution Means on a pre-scheduled linear premium pay channel made available to viewers that pay a subscription fee or other periodic fee to receive such channel;

“Playdate” means three (3) telecasts in a 24-hour period on Specialty Television;

“PPV” means the transmission of programming via the Distribution Means, whereby the viewer is charged a per-exhibition fee to view a selected program, at a time scheduled by the linear service provider;

“Person” means an individual person, partnership, firm, joint venture, collective organisation, syndicate, association, corporation, company and any other form of business organisation;

“Program” has the meaning ascribed to it in Section 1 of the Basic Provisions;

“Promotion” or “Promote” means any communication means or technique now existing or hereafter in existence seeking to make known the Program to the public, including by way of written, audio, electronic, and digital visual means, in any media by Bell Media or its authorized third party;

“Publicity and Promotional Materials” means the materials used to publicize or Promote the Program, as specified in Schedule “B” of this Agreement;

“Restart and Replay” means the functionality which allows a viewer to (i) restart a program from the beginning after the linear exhibition of the program has begun (**“Restart”**); and (ii) replay a program after the linear exhibition of the program has ended, up to 72 hours later (**“Replay”**);

“Simultaneous Streaming” means simultaneous streaming of the applicable linear television channel via digital Distribution Means. Such stream will be an unaltered version of the applicable linear television channel, other than programming blackouts required due to clearance issues and dynamically inserted advertising (i.e., replacement of linear commercials with other commercials in the linear commercial breaks);

“SOCAN” means the Society of Composers, Authors and Music Publishers of Canada;

“Specialty Television” means the transmission of programming via the Distribution Means on a linear ad-supported television channel made available for a subscription fee on either an “a la carte” basis or for a package of services containing such channel;

“Standards and Practices” means all programming codes and promises of responsibility on file with the CRTC, governing the industry, in force on the effective date of this Agreement, and as amended or replaced up to and during the Licence Term;

“SVOD” means the transmission of programming on an on-demand basis to subscribers, via the Distribution Means, for which there is a periodic subscription fee (whether such fee is included with subscription to another service or on a standalone basis) and which may include advertising;

“Technical Specifications” means the technical specifications described in Schedule “B”;

“Temporary Download” means an encrypted electronic copy of a program downloaded by means of any electronic

communications network (e.g., Internet) for temporary storage on authorized devices (e.g., computers, tablets, smartphones and connected devices) for offline viewing by the user;

“**Territory**” means Canada; and

“**Theatrical Release**” means actual exhibition of a program in a first-run motion picture theatre pursuant to a licence granted by an authorised agent for theatrical release distribution, excluding exhibition in a “repertory cinema”, an educational institution, a public library or any other theatre or screening room at which motion pictures are not ordinarily and regularly exhibited to the public for profit.

2. Additional Description and Specifications of Production

2.1 Bell Media shall not be obligated to comply with any other broadcaster’s exhibition schedule or pattern.

2.2 Copyright

Copyright in the Program shall be vested in Licensor or its assigns, or the Program’s copyright holder shall have granted Licensor the rights necessary for it to enter into this Agreement.

3. Promotional and Other Rights

3.1 Promotional Rights and Restrictions

Licensor grants to Bell Media the right to Promote the Program, targeted to viewers in the Territory, on the date that is 90 days prior to the Licence Term (or otherwise agreed by the Parties in writing, email sufficing) and expiring co-terminously with this Agreement (unless otherwise specified). Such grant of rights allows Bell Media and any third party authorized by Bell Media to:

- (a) use the Publicity and Promotional Materials in accordance with the terms of this Agreement;
- (b) use excerpts and segments from the Program, including audio-only excerpts and segments (e.g. for radio promotion), not exceeding three (3) minutes in length;
- (c) make and use synopses and summaries of the Program;
- (d) use the title of the Program, and the name, photograph, graphic representations, illustration, voice recording and biography of any person or character rendering services in connection with the Program or appearing in the Program. Any of the foregoing materials provided by Licensor shall be deemed approved;
- (e) use the characters associated with the Program by any means in any medium or form for the purpose of promoting a Bell Media service and/or the Program;
- (f) include, either prior to the main titles or following the end titles, during the Program and on all Publicity and Promotional Materials for the Program, a logo, trademark, or emblem together with appropriate words indicating that the Program is being exhibited on a Bell Media service;
- (g) use voice-over dialogue and/or promotional clips promoting Bell Media or its programming during the closing credits in the Program;
- (h) screen the Program at any time for Bell Media’s staff and for any third party with whom Bell Media does business and for reviewers, critics and private audiences, solely on a non-commercial basis;
- (i) participate in the promotion of the Program undertaken by Licensor in the Territory, and Licensor shall consult with Bell Media so as to maximize the benefit such promotion to Bell Media. All publicity and promotion by Licensor with respect to the Program shall include a reference to Bell Media’s association with the Program;
- (j) access key cast and crew of the Program for media interviews and for the purposes of conducting a press day prior to the launch of the Program, subject to the cast and crew’s professional availability; and

Bell Media’s Promotion of the Program shall:

- (k) comply with all reasonable third-party contractual restrictions in relation to the Program, provided

that Licensor communicates such restrictions to Bell Media in writing via the email address specified in Section 2 of Schedule “B” at least 90 days prior to the beginning of the Licence Term or such other date as agreed upon by the Parties in writing (email sufficing).

- (l) in no way imply or express an endorsement of any product (including any Bell Media services) by the Program or any talent or character associated with the Program.

3.2 Approval and Review Rights

Licensor grants to Bell Media the following rights:

- 3.2.1** To reject the Program, prior to the first broadcast of the Program by Bell Media, if it contains material which is not in compliance with Bell Media’s programming standards, including the guidelines set out in CAB’s Equitable Portrayal Code and CAB’s Violence Code, each as amended from time to time and approved by the CRTC;
- 3.2.2** To determine whether the closed-captioning meets current industry standards as set out in the CAB’s “Closed Captioning Standards and Protocol Manual for English language Broadcasters”; and
- 3.2.3** To determine whether or not the Program as delivered is acceptable to Bell Media. Bell Media agrees to respond with its approval or disapproval in due course and Bell Media shall not unreasonably withhold its approval.

3.3 Miscellaneous Rights

- 3.3.1** Licensor grants to Bell Media the right to make modifications, deletions, cuts or alterations in the Program, solely to the extent necessary to ensure that the Program complies with law, with the requirements of a duly authorised governmental authority or the Standards and Practices; to comply with broadcasting time requirements and/or to insert commercial messages, provided that (a) Bell Media shall not cut or alter any copyright notice or the main or end titles of the Program, and (b) any modifications, deletions, cuts or alterations made by Bell Media in the Program will comply with third-party contractual restrictions provided by Licensor to Bell Media in writing at least thirty (30) days prior to the start of the Licence Term;
- 3.3.2** In the event the Program is in a language other than English, the right to dub or translate (notably by means of subtitles or voice-over) the Program into the English language. In the event the Program is in English (or another language), and Bell Media has been granted French and/or other language rights in respect of the Program as specified in the Basic Provisions, the right to dub or translate (notably by means of subtitles or voice-over) the Program into the French and/or other language. (For certainty, if Licensor delivers a dubbed version of the Program, and such version is of industry-standard quality as determined by Bell Media, Bell Media shall not create its own dubbed version in the same language. If Licensor delivers a subtitled version of the Program, and such version is of industry-standard quality as determined by Bell Media, Bell Media shall not create its own subtitled version in the same language);
- 3.3.3** In the event that Licensor does not deliver a closed-captioned version of the Program, the right to make, or have a third party make, a closed-captioned version, and to use such closed-captions in connection with its exhibition of the Program hereunder. (For certainty, if Licensor delivers a closed-captioned version of the Program, and such version is of industry-standard quality as determined by Bell Media, Bell Media shall not create its own closed-captioned version);
- 3.3.4** In the event that Licensor does not deliver a version with descriptive video, the right to make, or have a third party make, a descriptive video version, and to use such descriptive video service in connection with the exhibition of the Program; and
- 3.3.5** For clarity, the foregoing does not relieve Licensor of its obligation to deliver the Broadcast Materials in accordance with the format details specified in the Basic Provisions.
- 3.3.6** Licensor grants to Bell Media the right to duplicate or dub the Program to videotape or DVD in order to facilitate the exercise of its telecast rights hereunder;

3.4 All rights not expressly granted under this Agreement are hereby reserved to Licensor.

4. Representations and Warranties

Licensor hereby represents and warrants to Bell Media that:

4.1 Corporate Existence, Good Standing and Authority

Licensor is a corporate entity, validly incorporated, organised and existing in good standing under the laws of its jurisdiction of incorporation, possessing all necessary corporate and other power, right, and authority to own and

manage its properties and assets and carry on its business including, without limitation, the licensing of the Program as contemplated hereunder and to authorise, execute, deliver and perform fully all of its obligations under this Agreement in the manner and form set forth hereunder.

4.2 Prior Acquisition or Clearance of Rights

Licensors has acquired, is the sole owner or controls all of the necessary rights, licences or authorisations to allow it to license the Program in accordance with the terms and conditions set forth hereunder and to grant to Bell Media the Licence and any other rights granted to Bell Media hereunder. To this end, Licensors has acquired from the proper Persons, all necessary clearances, rights, assignments, licences, consents and authorisations so that the Program may be produced, reproduced and exhibited by means of the rights granted in Section 2 of the Basic Provisions, in accordance with the terms and conditions of this Agreement. To the best of Licensors's knowledge, Licensors has obtained or shall ensure that the moral rights in respect of any and all works in connection with the Program are waived to the extent to enable Bell Media to fully exercise all rights granted herein. Bell Media is not and shall at no time during the Licence Term be required to pay any fees in addition to the Licence Fee, with the exception of any royalties required to be paid to SOCAN for the performance or the communication by telecommunication in Canada of musical or dramatico-musical works in respect of musical works contained in the Program ("**SOCAN Royalties**"), which, for clarity, shall be the sole responsibility of Bell Media. For certainty, the musical works contained in the Program shall be: (i) controlled by the SOCAN; (ii) in the public domain; or (iii) owned or controlled by Licensors.

The clearances, assignments, rights, licences and authorisations shall cover all elements of the Program, and the exploitation of such elements by any means licensed to Bell Media under this Agreement including, without limiting the generality of the foregoing, scenarios, dialogues and all literary works included in the Program or any sound track, musical works (except for SOCAN Royalties in respect of musical works contained in the Program), stock footage and any other work subjected to the granting of a licence or of a copyright.

Furthermore, if Bell Media licenses a second window pursuant to the right of first negotiation granted in Section 2 of the Basic Provisions attached hereto, Licensors shall obtain from the proper Persons all necessary clearances, licences and authorisations necessary for Bell Media to exploit the Program by means of the applicable second window rights.

4.3 Exclusivity

Where Bell Media is granted an exclusive Licensed Right as set out in Section 2 of the Basic Provisions, Licensors shall not, and shall not authorize any third party to, exhibit, telecast, exploit or publicize the Program (or any portion thereof) via such Licensed Right in the Language by any means receivable in the Territory, unless explicitly authorized by Bell Media or otherwise specified in the Basic Provisions.

4.4 Budget & Financing

All information in the Financing Structure is true and accurate, and the Budget total includes the cost of all phases of production up to complete receipt by Bell Media of all Broadcast Materials.

4.5 Grant of Rights Contrary to Agreement

There has not been, and there will not be, any grant of licence or other rights to any third party contrary to the provisions of this Agreement or inconsistent with the Licence granted to Bell Media or with any restrictions imposed upon Licensors hereunder; moreover, the Licence and any other rights granted to Bell Media hereunder are free of any liens, prior claims, claims, charges, hypothecs and other encumbrances whatsoever in favour of any other party that would interfere with Bell Media's exercise of the rights granted to it hereunder, and that said rights and the full right to exercise the same, have not been in any way limited, diminished or impaired.

4.6 Copyright Protection and Notice

All necessary steps have been taken to secure and maintain copyright protection for the broadcasting of the Program in Canada and, if necessary, good and sufficient copyright notice has been affixed to the Program in conformity with the laws of Canada, the Berne Convention and the Universal Copyright Convention.

4.7 Non-Actionable Material

The Program and any materials delivered by Licensors to Bell Media in connection herewith, including without limitation, the Publicity and Promotional Materials shall not (i) violate any law or infringe upon or violate any right of any nature or kind of any Person, including without limitation, rights of privacy, publicity, trade-mark or copyright; or (ii) contain any material which is libellous, obscene, slanderous or defamatory or which may cause disparagement to the reputation of any Person.

4.8 Commercial Messages

The Program will contain no commercial messages other than identifying in the credits or opening/end titles the logos of the investors and producers involved. Bell Media shall have the right to approve or reject any or all sponsorships for the Program. Licensor shall obtain Bell Media's prior written consent prior to accepting any sponsors for the Program.

4.9 Absence of Litigation

There is not now pending or threatened against Licensor or, to the knowledge of any of the directors or officers of Licensor, any claim, demand, litigation, action, suit or other proceeding including any injunctive proceedings, which, if adversely determined, would impair or prevent the exercise by Bell Media of its rights hereunder.

4.10 Canadian Content

If Canadian content is specified in Section 1 of the Basic Provisions, the Program has qualified for and received or, if not yet confirmed by the appropriate governmental agency, shall qualify for and receive: (i) a "C" or "SR" number issued by the CRTC certifying the percentage of Canadian content; and/or (ii) certification from CAVCO (Part A and B) as a certified Canadian film or video production pursuant to the *Income Tax Act* (Canada). Failure to provide such certification shall be considered a material breach of this Agreement.

4.11 Participation from Other Broadcasters

Neither Licensor nor any third party has received any development financing for the Program from a third-party broadcaster. No third-party broadcaster will receive a credit or have its logo or name included in the Program, unless otherwise stated in the Basic Provisions.

Bell Media hereby represents and warrants to Licensor that:

4.12 Corporate Existence, Good Standing and Authority

Bell Media is a corporate entity, validly incorporated, organised and existing in good standing under the laws of its jurisdiction of incorporation, possessing all necessary corporate and other power, right, and authority to own and manage its properties and assets and carry on its business and to authorise, execute, deliver and perform fully all of its obligations under this Agreement in the manner and form set forth hereunder.

4.13 Exploitation Contrary to Agreement

Bell Media agrees that it will only exploit the Program in accordance with the rights granted to it by Licensor under this Agreement.

Both Parties acknowledge and agree as follows:

4.14 Reliance on Representations and Warranties

The representations and warranties of each Party shall remain true in substance and in fact, and each Party acknowledges that the other has entered into this Agreement in reliance thereupon.

5. Delivery of Materials

Licensor shall deliver to Bell Media the Delivery Materials in accordance with the Technical Specifications no later than the Delivery Date. Unless otherwise specified in the Basic Provisions, Licensor is responsible for all costs associated with delivery of the Delivery Materials to Bell Media. In addition, all production costs associated with the Delivery Materials, including without limitation closed-captioning, descriptive video (if applicable) and dubbing, shall be borne solely by Licensor. It is understood and agreed that the Program will be of the highest standards and technical quality consistent with industry standards acceptable for commercial network television telecasts in prime time in Canada.

With respect to the Broadcast Materials, to the extent that the required Technical Specifications are not met or there is a fault with the materials, Bell Media shall have the right to require Licensor, at Licensor's cost, to correct or replace the non-complying materials. If Licensor does not correct or replace the non-complying Broadcast Materials within five (5) business days of Bell Media providing notice of non-compliance, Bell Media may make the necessary corrections and charge Licensor for its related, actual and direct expenses. If Bell Media charges Licensor in accordance with this Section, Bell Media may reduce any outstanding payments owing by it to Licensor by such amount.

6. Insurance

Licensor shall procure and maintain at its own expense, an errors and omissions insurance policy covering Licensor's liability under this Agreement in respect of the Program (the "**E&O Policy**"). The E&O Policy must cover the exploitation of all Licensed Rights licensed by Bell Media from Licensor in respect of the Program, must meet all requirements set out in Section 6 of Schedule "B", and may not contain any non-standard exclusions. On or before the Delivery Date, Licensor shall deliver a copy of a valid certificate for the E&O Policy.

7. Geo-Blocking, Security and Content Protection

7.1 Geo-Blocking

Each Party shall ensure that appropriate territorial blocking technology measures (such technology commonly referred to as “geo-blocking technology”) are used so that the Program is capable of being received and viewed within Canada only in the case of Bell Media, and in the world excluding Canada, in the case of Licensor and its licensees in respect of any Exclusive Licensed Rights. Each Party shall use best efforts that are commercially and technically feasible to ensure that geo-blocking technology is employed in connection with the exercise of its rights that meets the geo-blocking standards generally accepted for the North American broadcast industry to ensure that the Program and any related elements are only received in the appropriate territory, as described above. Notwithstanding the foregoing, each Party acknowledges that: (a) the geo-blocking technology employed by the other Party may not guarantee that all viewers outside of the Territory in the case of Bell Media, and in the Territory in the case of Licensor and its licensees, are denied access to the exhibition of the Program; and (b) access by “foreign viewers” that is not intended or authorized (by way of example, foreign viewers who hack or compromise the security of a streaming and/or download site) shall not constitute a breach of this Agreement.

7.2 Security and Content Protection

Bell Media shall employ security and content protection technologies, processes and procedures that are generally consistent with those employed in the North American broadcast industry and that are designed to prevent unauthorized access to the Program. Such security and content protection technologies, processes and procedures shall be generally consistent with those which Bell Media employs with respect to programs licensed from other suppliers of a similar nature and value. Notwithstanding the foregoing, the Parties acknowledge that (a) no security or content protection technology can guarantee that all unauthorized access will be prevented; and (b) unauthorized access to the Program by third parties who hack or compromise the security of Bell Media’s systems shall not, in and of itself, constitute a breach of this Agreement, provided Bell Media has employed the commercially reasonable efforts described above.

8. Prohibited Conduct

Licensor shall require all individuals in key positions related to the Program, including without limitation each producer, executive producer, principal cast, head writer and director (each, a “**Key Program Representative**”) to abstain at all times while employed or engaged in relation to the production of the Program from the following improper conduct: (i) committing an act of workplace violence, harassment, or discrimination, or any act that otherwise affects the safety of any person who provides services for or is otherwise engaged in the production of the Program, (ii) committing a criminal act or any legal offence involving moral turpitude, (iii) making any misrepresentation or negative statement about the Program or otherwise engaging in conduct that would be reasonably likely to reflect unfavourably upon or bring into disrepute, scandal, contempt or ridicule the Program, Licensor, Bell Media, or any known sponsor of the Program (“**Prohibited Conduct**”).

If any event of Prohibited Conduct by a Key Program Representative occurs, and Licensor fails to take the steps needed to address or remediate the event as deemed necessary by Bell Media, acting reasonably, Bell Media may, at its option, terminate this Agreement, at which point Bell Media shall be released from its obligation to make further payment with respect to the Program and shall be entitled to demand repayment by Licensor without any further notice or delay all amounts paid by Bell Media to it with respect to the Program, plus interest at the rate of prime plus 2% per annum, from the date of payment by Bell Media to the date of repayment.

9. Health and Safety

Licensor shall adopt, and follow all legislative, union and guild requirements and best practices relating to the health and safety of their production personnel, including all cast and crew, including all workplace safety guidelines of the Canadian Federal Government and each applicable provincial government and provincial health authorities relating to production personnel in the television, film and live performance sector.

10. Assignment

10.1 Licensor shall not, in whole or in part, assign, transfer, delegate or otherwise dispose of, whether directly or indirectly, by operation of law or contract, its rights and obligations hereunder to any third party (collectively, “**Assign**” or “**Assignment**”) without the prior written consent of Bell Media. Any purported Assignment by Licensor, in whole or in part, of this Agreement without the prior written consent of Bell Media, shall be null and void and of no force and effect. For certainty, any transfer of a controlling interest in Licensor shall be deemed an Assignment.

Bell Media shall not make an Assignment without the prior written consent of Licensor, except to (i) any corporation now or hereafter controlling, controlled by or under common control with Bell Media; (ii) any successor to Bell Media by way of merger, amalgamation, consolidation, corporate reorganization or other business combination; or (iii) any purchaser or other successor acquiring a substantial portion of Bell Media's business or assets to which this Agreement relates.

10.2 Notwithstanding Section 10.1, Licensor shall have the right without Bell Media's consent to Assign this Agreement to any corporation now or hereafter controlling, controlled by or under common control with Licensor upon such other corporation's acquiring and accepting all the benefits, undertakings and obligations of the Licensor and provided that Licensor and its assignee promptly give written notice to Bell Media of any such assignment. Such notice shall include, if applicable, a direction signed by both of them with respect to compensation subsequently payable hereunder.

10.3 No Assignment pursuant to Sections 10.1 and 10.2 hereof shall relieve Licensor of its obligations hereunder.

11. Claims

11.1 Licensor shall promptly notify Bell Media if any other Person claims to hold rights inconsistent with the rights granted hereunder and shall promptly provide Bell Media, at Licensor's sole expense, with documentary evidence sufficient to establish in court the legal chain of title upon which Licensor relies in granting the rights and making the warranties herein.

11.2 If any claim is presented to or against Bell Media which is inconsistent with any of the warranties, representations, undertakings and agreements made by Licensor herein, and which in Bell Media's opinion threatens to interfere with Bell Media's timely exercise of its rights hereunder, or if Bell Media may suffer any liability as a result of such claim, Bell Media shall send written notice to Licensor containing the full details of such claim as then known to Bell Media.

11.3 If, as a result of a bona fide claim outlined in Section 11.1 and/or 11.2 above, Licensor requests that Bell Media cease exploitation of the Program, then, thereafter and until the claim has finally been adjudicated or settled (or as otherwise agreed by the Parties), Bell Media shall cease exploitation of the Program, upon which Bell Media shall have the right to withhold all amounts becoming due or payable to Licensor under this Agreement with respect to the Program to which the claim pertains.

In the event Bell Media ceases to exploit the Program pursuant to this Section 11.3, Bell Media shall determine which of the following remedies shall be exercised:

- (a) Licensor shall deliver a substitute program of comparable quality and value and to Bell Media's satisfaction at no additional cost to Bell Media;
- (b) The Agreement shall be terminated, the Licence Term shall be reduced so as to end no earlier than the day on which Bell Media ceased exploitation of the Program, and the Licence Fee shall be reduced by the amount obtained by multiplying: (i) the number of days by which the original Licence Term is shortened divided by the total number of days constituting the original Licence Term; by (ii) the original Licence Fee payable in respect of the original Licence Term (a "**Pro Rata Basis**"), following which Licensor shall promptly refund to Bell Media any amounts by which the payments made by Bell Media exceed the amount of the reduced Licence Fee; or
- (c) As detailed in Section 11.4 below, the Licence Term shall be extended by a period equal to the Period of Delay at no additional cost to Bell Media.

11.4 If Bell Media is delayed in exercising the rights granted hereunder by reason of any claim presented to or against Bell Media ("**Period of Delay**"), then in addition to any other rights which it may have, Bell Media may elect to extend the Licence Term, without any additional compensation to Licensor, for a period equal to such Period of Delay and to postpone the payment of all amounts becoming due or payable herein for a period of time equal to such Period of Delay provided that Licensor has the necessary rights, licences and authorisations to allow such extension and to provide Bell Media with the same representations and warranties given hereunder.

12. Indemnification

- 12.1** Licensor assumes liability for and hereby agrees to indemnify, defend, and hold harmless Bell Media and its shareholders, affiliates, officers, directors, employees and agents (collectively, the “**Bell Media Indemnified Parties**”) from and against any and all third-party claims, actions, suits, costs, liabilities, judgements, obligations, losses, penalties, expenses (including without limitation the Bell Media Indemnified Parties’ reasonable outside legal fees and expenses to conduct its own defence) and damages of any kind or nature imposed upon, incurred by or asserted against the Bell Media Indemnified Parties, arising out of any breach or alleged breach by Licensor of any warranty, representation or obligation herein; provided that Licensor’s liability shall be limited and confined to any direct liability and damage which the Bell Media Indemnified Parties may incur or be required to pay by virtue of Licensor’s breach of this Agreement, as determined by final order of a court of competent jurisdiction; and Licensor’s indemnity shall in no event include any damage or loss which the Bell Media Indemnified Parties may suffer or claim to suffer by reason of any loss of profits, revenue or any similar loss or damage and Licensor shall in no event be liable to the Bell Media Indemnified Parties therefore.
- 12.2** Bell Media assumes liability for and hereby agrees to indemnify, defend, and hold harmless Licensor, and its shareholders, affiliates, officers, directors, employees and agents (collectively, the “**Licensor Indemnified Parties**”) from and against any and all third-party claims, actions, suits, costs, liabilities, judgements, obligations, losses, penalties, expenses (including without limitation the Licensor Indemnified Parties’ reasonable outside legal fees and expenses to conduct its own defence) and damages of any nature or kind imposed upon, incurred by or asserted against the Licensor Indemnified Parties, arising out of (i) any breach or alleged breach by Bell Media of any warranty, representation or obligation herein, or (ii) any material added the Program by Bell Media or (other than material written, produced, created or modified by Licensor or originally furnished to Bell Media by Licensor); provided that Bell Media’s liability shall be limited and confined to any direct liability and damage which the Licensor Indemnified Parties may incur or be required to pay by virtue of Bell Media’s breach of this Agreement, as determined by final order of a court of competent jurisdiction; and Bell Media’s indemnity shall in no event include any damage or loss which the Licensor Indemnified Parties may suffer or claim to suffer by reason of any loss of profits, revenue or any similar loss or damage and Bell Media shall in no event be liable to Licensor Indemnified Parties therefore.
- 12.3** To seek or receive indemnification hereunder: i) the Party seeking indemnification must have notified the other, within a reasonable period of time, of any claim or litigation to which the indemnification relates; and ii) the Party seeking indemnification must have afforded the other Party the opportunity to participate at the expense of such other Party in any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.

13. Early Termination, Events of Default and Remedies

- 13.1** In addition to its other rights under this Agreement or in law or equity, Bell Media may terminate this Agreement with respect to the Program effective at any time after the occurrence of any of the events described in Sections 13.1(a), or (b), and either Party may terminate this Agreement with respect to the Program effective at any time after the occurrence of any of the events described in Sections 13.1 (c) or (d):
- (a) If Licensor fails to deliver the Broadcast Materials in respect of a particular Program in accordance with Bell Media’s Technical Specifications by the Delivery Date and has not cured within five days; or if Licensor is unable to deliver all Delivery Materials in respect of a particular Program by six (6) months from the Delivery Date. (For certainty, Bell Media’s right to terminate the Agreement pursuant to this Section 13.1(a) shall apply only with respect to the particular Program that is the subject of the delivery failure. Further, if Bell Media has exploited the applicable Program via any of the Licensed Rights, Bell Media may not terminate this Agreement with respect to such Program due to Licensor’s failure to deliver the Broadcast Materials.)
 - (b) If Licensor breaches Section 4.3 above;
 - (c) If after 15 days from the date it provides written notice to the other Party of a breach of any term, condition, representation, warranty or covenant or is informed of such a breach (except for the failure to meet the Delivery Date as mentioned in sub-paragraph a) above or a breach of Section 4.3 as mentioned in sub-paragraph b) above), and such breach is not cured within such 15 day period;
 - (d) If the other Party ceases to carry on business in the ordinary course or if a petition in bankruptcy or for reorganisation is filed by or against it under any bankruptcy legislation now or hereafter in force, or if it makes an assignment for the benefit of its creditors or if a receiver, trustee, liquidator or custodian is appointed for all or a substantial part of its property and the order is not vacated within 30 business days; or if it assigns or encumbers the Agreement contrary to the terms hereof, or if all or a substantial part of its property is sequestered or levied against or attached and the levy or order is not vacated within 30 business days thereof.

For certainty, Bell Media’s right to terminate this Agreement following the events described in Sections 13.1(a) and 13.1(b) above shall be limited to termination of the Agreement with respect only to the applicable Program.

13.2 If Bell Media terminates this Agreement for a breach by Licensor as provided in Section 13.1(a), (b) or (c), Bell Media shall be released from its obligation to make any further payment with respect to said Program and shall be repaid by Licensor without any further notice or delay all amounts paid by it with respect to the Program, plus interest at the rate of prime plus 2% per annum from the date of payment by Bell Media to the date of repayment have the right to demand repayment of the amounts paid by it with respect to the Program. If Bell Media exercises its right to demand repayment, the amount of such repayment, shall be determined by Bell Media in good faith, taking into consideration both the effects of the breach and the value received by Bell Media from its exploitation of the Program prior to the termination of the Agreement.

13.3 If Bell Media terminates this Agreement pursuant to this Section 13, all materials under licence to Bell Media shall revert to Licensor upon payment of any amounts owing by Licensor to Bell Media, including any repayment of the Licence Fee (if applicable).

13.4 Other Remedies

13.4.1 If Bell Media is delayed in exercising the Promotion or exhibition rights granted by Licensor under this Agreement, by reason of any breach, alleged breach or anticipatory breach by Licensor of any material covenant, obligation, representation or warranty under this Agreement, Bell Media may, upon notice to Licensor, elect to extend the Licence Term by the number of days of delay, without any additional compensation to Licensor, provided that Licensor has the necessary rights, licences and authorisations to allow such extension and to provide Bell Media with the same representations and warranties given hereunder, and provided that such extension would not conflict with any other rights granted to any other party. If Licensor does not have the necessary rights, licences and authorisations to allow such extension, Bell Media may, upon notice to Licensor, reduce the Licence Fee proportionally to the period of time it was delayed in exercising the Promotion or exhibition rights.

13.4.2 Without limiting the remedies contained in Section 13.2 or 13.3 above, if a breach of Licensor's representations and warranties, covenants or obligations occurs (except for a breach of Section 4.3 above), Bell Media may, at its sole discretion, shorten the Licence Term so as to end no earlier than the day on which the breach occurred. In this case, the Licence Fee shall be reduced on a Pro Rata Basis (as defined in Section 11.3). The Parties confirm that this reduction is a genuine pre-estimate of the actual damages which Bell Media would incur as a result of either such breach and is not intended to be a penalty.

13.4.3 If Licensor breaches Section 4.3 above, Bell Media may, at its sole discretion, choose not to terminate this Agreement and Licensor agrees that the Licence Fee for the Program shall be reduced to an amount to be negotiated by the Parties in good faith (together with any related terms), taking into consideration the nature and extent of such breach.

13.4.4 In the event Licensor fails to provide Bell Media with a certificate or document confirming that the Program qualifies as Canadian content as set out in Section 4.10 above, prior to the date of which the relevant payment is due by Bell Media, Bell Media shall have the right to withhold the last payment provided for in the Basic Provisions with respect to such Program until receipt of such certificate or document without prejudice to Bell Media's right to terminate this Agreement and without incurring any liability towards the Licensor.

13.4.5 In the cases mentioned in Section 13.1 above, Bell Media may at its option, without prejudice to its right to terminate this Agreement and without incurring any liability towards Licensor, withhold payment of any amount payable to Licensor with respect to the Program until the event of default is cured or this Agreement is terminated.

13.4.6 If Bell Media is entitled to reimbursement or refund of all or part of the Licence Fee paid to Licensor hereunder, such amounts may be applied or set off against any other future or existing fees payable by Bell Media pursuant to this Agreement.

14. Transmission Interruption

If, for any reason beyond the control of Bell Media, an exhibition of the Program is interrupted and cannot be completed, Bell Media may repeat that exhibition in full during the Licence Term without any additional compensation to Licensor. The Parties agree that no interrupted exhibition and no day on which such exhibition is interrupted shall, by reason thereof, be deemed an exhibition, within the limits set out in the Basic Provisions, if any.

15. Confidentiality

15.1 Licensor shall not make reference to, announce or publicize, cause to be announced or publicized, or otherwise disclose to any third party (except to by way of Permitted Disclosures (as defined below)), in any manner or form, the terms and provisions of this Agreement without the prior written consent of Bell Media.

15.2 Neither Party shall disclose to any other Person (other than its respective employees or professional advisors), any information with respect to the financial provisions of this Agreement except as follows:

- (i) to the extent necessary to comply with applicable law, regulation, the valid order of a court of competent jurisdiction, or the CRTC, in which event the Party making such disclosure shall seek confidential treatment of such information;
- (ii) as part of its normal reporting or review procedure to its parent company, its auditors and solicitors;
- (iii) in respect of Licensor only, to any financiers of the Program listed in the Basic Provisions, including the applicable tax credit authority;
- (iv) in respect of Licensor only, and only to the extent necessary, to give effect to the terms of any contract between Licensor and a party which has licensed rights in respect of the Program to Licensor (e.g. the producer of the Program) or which is entitled to profit participation with respect to the Program;
- (v) give effect to the terms of any contract between itself and its financial lender(s); and
- (vi) in order to enforce its rights pursuant to this Agreement (collectively, the **"Permitted Disclosures"**).

Before effecting any of the Permitted Disclosures described in paragraphs (ii), (iii), (iv) or (v) above in this Section 15.2, the disclosing Party shall ensure that the party to whom information is being disclosed has agreed to maintain the confidential nature of such information.

16. General Provisions

- 16.1** Neither Party shall be liable to the other for any failure or delay in the execution of its obligations hereunder due to force majeure. Force majeure means labour disputes, fire, riot, act of war (declared or not), public disaster, order or decree of governmental agency, unavoidable casualty, embargo, or any other cause beyond the control of the parties and that could not have been reasonably foreseen and prevented. Notwithstanding the foregoing, should the delivery of any Program to Bell Media be delayed for a period of sixty (60) days or more due to an event of force majeure, Bell Media shall be entitled to terminate this Agreement, and any part of the Licence Fee already paid by Bell Media to Licensor with respect to the applicable Program will promptly be refunded to Bell Media.
- 16.2** Licensor and Bell Media are independent contractors with respect to each other, and nothing contained in this Agreement shall be deemed to create or constitute any association, partnership or joint venture between the Parties hereto or constitute either Party the agent of the other. Neither Party shall have the right to incur any debts nor to make any commitments in the name of or on behalf of the other.
- 16.3** Unless otherwise specified in the Basic Provisions, nothing in this Agreement shall require Bell Media to exhibit or publicise the Program and Bell Media shall have discharged fully its obligations hereunder by paying Licensor the compensation herein provided in accordance with the terms hereof.
- 16.4** The monetary amounts described in this Agreement are expressed in, and are payable in, Canadian funds. All applicable taxes are in addition to, and are not included in, such amounts.
- 16.5** If required by the Income Tax Act (Canada), 25% or the applicable rate, will be withheld on all amounts paid or credited to a non-resident of Canada, unless Licensor demonstrates in writing that they qualify for a lower applicable withholding tax rate.
- 16.6** Each section of this Agreement and any part thereof shall be severable from the other provisions hereof and the nullity of any section or any part hereof shall not render the remaining part of this Agreement null.
- 16.7** The inclusion in this Agreement of headings is for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 16.8** In this Agreement, the words "including", "includes" or "include" shall be deemed to be followed by the words "without limitation" and the words following "including", "includes" or "include" shall not be considered to set forth an exhaustive list.
- 16.9** This written Agreement contains the entire understanding of the Parties relating to the subject matter hereof and replaces all other prior representations or agreements, written or verbal, between the Parties on such subject matter.
- 16.10** Any change or modification to this Agreement must be in writing and signed by a duly authorized representative of each Party before it enters into force.
- 16.11** No failure to exercise, and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy.

- 16.12** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- 16.13** Time is of the essence in the performance of Licensor's obligations under this Agreement.
- 16.14** All notices required or permitted hereunder shall be, unless otherwise provided, delivered by registered mail and email to the following:
- For Bell Media: to the attention of Megan O'Neail, Assistant General Counsel, Business & Legal Affairs at Bell Media, 299 Queen Street West, Toronto, Ontario, M5V 2Z5, and by email to ;
- For the Licensor: all notices shall be sent to the attention of the signatory of the Basic Provisions for the Licensor at the address and email address set out on page 1 of the Basic Provisions (or, if more than one signatory, to either one).
- Any such notice shall be conclusively deemed to have been given on the day which it was sent by email; or if by registered mail on the fourth business day following the date of mailing when postal service is available. Any address for the giving of notices hereunder may be changed by notice given in accordance with the provisions of this paragraph.
- 16.15** This Agreement shall be construed in accordance with the laws of the province of Ontario and the laws of Canada applicable in the province of Ontario. Licensor hereby adheres to the exclusive jurisdiction of the courts located in Toronto, Ontario with respect to the adjudication of any dispute arising hereunder.
- 16.16** The Agreement may be executed in separate counterparts, each of which shall be deemed an original, and when executed separately or together, shall constitute a single original instrument effective in the same manner as if the parties had executed one and the same instrument. The Agreement may be delivered electronically (e.g. via PDF).
- 16.17** The Parties declare their express desire and consent that this Agreement be drafted and executed in the English language. Les Parties déclarent leur volonté et consentement exprès à ce que la présente convention soit rédigée et signée en langue anglaise.
- 16.18** The following provisions shall survive the expiration, termination, or suspension of this Agreement for any reason and shall continue in full force and effect thereafter: Sections 1 (Interpretation), 4 (Representations and Warranties), 11 (Claims), 12 (Indemnification), 13.2, 13.3, 13.4.6, 15 (Confidentiality), 16.4, 16.6, 16.14, and 16.15, together with all defined terms, any accrued but unpaid payment obligations, and any other provisions of this Agreement that, by their nature or context, are intended to survive. For greater certainty, the survival of any provision shall not affect any limitation of liability or exclusion of damages contained in this Agreement, each of which shall also survive the expiration, termination, or suspension of this Agreement.

SCHEDULE “B”

DELIVERY MATERIALS & SPECIFICATIONS

Licensors shall deliver all materials in this Schedule “B” to the email addresses indicated for each below.

1. **Broadcast Materials** – to be delivered via Aspera file transfer.

Licensors shall deliver on or before the Delivery Date a master of the Program in accordance with:

- (a) the following technical specifications (the “**Technical Specifications**”):
<https://www.bellmedia.ca/producer-guidelines/>;
- (b) the format details specified in the Basic Provisions; and
- (c) the Language version type(s) specified in the Basic Provisions.

If rights have been granted in multiple languages, unless otherwise agreed to in writing by Bell Media, Licensors shall deliver a multilingual version with semi-textless content (i.e. without embedded subtitles, but with all graphic elements included in the original language). For any questions regarding multilingual deliverables, please contact the email addresses listed directly below.

Licensors to provide delivery notification (and may address delivery questions as needed) to:

Licensors shall deliver metadata separately to:

2. **Publicity and Promotional Materials** –

Licensors shall deliver on or before the Delivery Date the following Publicity and Promotional Materials:

ITEM	NOTES	SPECIFICS
Poster Art	High resolution layered poster art in both vertical and horizontal layouts.	Hi-res layered PSDs or InDesign files, minimum 2000 x 3000 (vertical) OR 3000 x 2000 (horizontal)
Trailer	One HDTV promotional trailer of the Program. Trailer must be 2 minutes or less in duration.	AVID MPEG 50 MXF, or QUICKTIME (H264, AVID DNxHD, ProRES, etc.), with split track audio and confirmation of music clearance for promotional use.
Title Treatment	Program title treatment.	.eps vector-based file with clipping path
Crew List	A complete, final, crew list	Word or .pdf document.
Synopsis	A generic film synopsis at varying lengths: 90 characters, 240 characters, longer than 240 characters.	
Production Announcements and Press Releases	Licensors must obtain Bell Media’s written approval on all announcements and press releases pertaining to the Program in which Bell Media or any of its platforms are mentioned.	
Electronic Press Kit (EPK) <i>If available</i>	If available, one EPK which contains: (i) interviews with cast, director, producer and writers; and (ii) clips from the Program and behind-the-scenes material. Behind the scenes should be a minimum length of 15 minutes.	n/a

Promotional Master <i>If available</i>	One HDTV Promotional Master of the Program.	AVID MPEG 50 MXF, or QUICKTIME (H264, AVID DNxHD, ProRES, etc.), with split track audio and confirmation of music clearance for promotional use.
Digital Screening Link	<u>Downloadable</u> clean screening link without timecode (ex. Vimeo).	H264 or similar, final file size must be below 1.8GB
Images	Access to Gallery and Key Art Image Libraries.	Hi-res PNG, TIFF, or JPEG (minimum 2000 x 1125)

3. Draft Bell Media Credits for Approval –

Prior to delivery of the Broadcast Materials, Licensor must deliver a draft copy of the Bell Media credits (pursuant to section 5 of the Basic Provisions) for Bell Media approval.

4. Music Cue Sheets –

Licensor shall deliver on or before the Delivery Date a copy of the music cue sheet indicating the title, duration, composer, publisher and performing rights affiliation for each musical work embodied in the Program.

5. Canadian Content Certification –

For any Program for which Canadian Content is specified in the Basic Provisions, and in accordance with section 4.10 of Schedule “A” Licensor shall deliver on or before the Delivery Date a copy of the valid, final CRTC Canadian Content Classification Certificate (including a “C” or “SR” number) in respect of the Program and/or a copy of the valid, final Certified Production Certificate of CAVCO (Part A) in respect of the Program.

Licensor shall also deliver no later than the end of the Licence Term, if applicable, a copy of the valid, final Certified Production Certificate of CAVCO (Part B) in respect of the Program.

If, as specified in the Basic Provisions, the Program has qualified or shall qualify as an international treaty co-production as determined by Telefilm, Licensor shall deliver to Bell Media copies of each of Telefilm’s written preliminary and final recommendation letters confirming that the Program meets the requirements of the applicable coproduction treaty.

6. Errors and Omissions Insurance Certificate –

In accordance with section 6 of Schedule “A”, Licensor shall deliver to Bell Media on or before the Delivery Date a copy of a valid certificate for the E&O Policy, showing the following:

- i. coverage limits and deductible (with all such amounts denominated in lawful currency of either Canada or the United States of America) as follows:
 - a. minimum coverage of \$3,000,000 per claim;
 - b. minimum coverage of \$5,000,000 in the aggregate;
 - c. maximum deductible of \$25,000 per claim;
- ii. endorsements which extend the policy to cover claims arising out of the use out of:
 - a. the title of the Program (including the French title if French language rights are licensed by Bell Media from Licensor);
 - b. the music included in the Program;
 - c. any film clips and photographs included in the Program;
- iii. coverage duration satisfying one (1) of the following criteria:

- a. on an occurrence basis, a policy period covering the period from the first day of the Licence Term through the last day of the Licence Term;
 - b. on an occurrence basis, a policy period covering the initial three (3) years of the Licence Term, followed by a rights period endorsement for Bell Media effective through the last day of the Licence Term;
- iv. a statement confirming the following parties as additional insured: Bell Media Inc., its parent, subsidiary and affiliated companies, each of their respective licensees and assigns, and the officers, directors, agents and employees of each of the foregoing;
- v. an endorsement that negates any "other insurance" clause in the insurance policy, and a statement that the insurance provided under the insurance policy is primary and that any insurance carried by Bell Media is neither primary nor contributing;
- vi. a statement that the insurance policy cannot be modified, terminated or cancelled by the insurer without it first providing at least 30 full days advance written notice to Bell Media; and
- vii. coverage provided by a Canadian insurer maintaining a minimum A.M. Best "A" financial strength rating.