



## Content Licence Agreement

### PART 1 - DEAL TERMS

Date	20 July 2020	("Commencement Date")
------	--------------	-----------------------

Parties	<b>SUPPLIER 1</b> (company number 1234567) of the 1 Hogwarts Road, London, W11 9XX (" <b>Licensor</b> ")
	<b>SKY UK LIMITED</b> (company number 2906991) of Grant Way, Isleworth, Middlesex, TW7 5QD (" <b>Sky</b> ")

Ref.	Title	No. of episodes x duration (mins)	Fee per episode (£)	Licence Fee (£)	Availability Date	Format of Master
1	Canadian Roadie of the Year	4 x 60	£5,000	£20,000	01 September 2020	HD
Licence Fees total (£)		£20,400 inclusive of a fee of £400 for materials (£100 per episode)				
Exhibition Rights		<p>Exclusive Exhibition Rights: any exploitation means including without limitation Free Television, Basic Television, Pay Television, SVOD.</p> <p>Notwithstanding the foregoing, Sky's right to exploit the Title via SVOD shall be exclusive for the first year of the Licence Period and non-exclusive thereafter.</p>				
Holdbacks		<p>Licensor warrants and undertakes that prior to and during the Licence Period no version of the Titles in any Format will have been or will be promoted, exhibited, exploited or otherwise made available in the Territory by any party other than Sky, including by Electronic Transmission by any exploitation means, with the exception of Home Video and EST, from the day after Sky's first transmission of the final episode of the Title and SVOD after the first year of the Licence Period.</p>				
Territory Premiere		It is a Territory Premiere for all the Titles.				
Licence Period		4 years commencing on the later of the Availability Date and the Delivery Date.				
Exhibition Weeks		Number of Exhibition Weeks:			Unlimited	
		Maximum number of exhibitions per Exhibition Week:			Unlimited	

Payment Terms	50% of the Licence Fee on the later of the Availability Date and the Delivery Date; and 50% of the Licence Fee 6 months after the later of the Availability Date and the Delivery Date. These payment terms are subject to Clause 10.1 of the GTCs.	
Materials	Master to be delivered to Sky:	60 days prior to the Availability Date.
	All other Materials to be delivered to Sky:	60 days prior to the Availability Date.
Territory	England, Scotland, Wales, Northern Ireland, Republic of Ireland, Channel Islands, Isle of Man, and British Forces Overseas Bases.	
E&O Insurance	Licensor shall have and maintain E&O insurance for the duration of the Term in accordance with Clause 12 of the GTCs.	
Promotional Materials	<ol style="list-style-type: none"> <li>In accordance with Part (2) clause 4, where feasible and in accordance with Sky's usual practice paid advertising, publicity or promotional materials shall include the following credit: "Produced by Marble Media in association with Blue Pants Media and the Canadian Broadcasting Corporation".</li> <li>The Licence Fee is inclusive of the £400.00 for the delivery of the Materials.</li> </ol>	

## SIGNATURE

This content licence agreement consists of the following parts (each a "**Part**" and together the "**Agreement**"): (1) Deal Terms; (2) Materials; (3) General Terms and Conditions ("**GTCs**"). If there is any conflict or inconsistency between the Parts of this Agreement, then such conflict shall be resolved giving precedence to the parts of the Agreement in the following order:

- first, Part 1 (Deal Terms);
- second, Part 2 (Materials); and
- third, Part 3 (GTCs) (save for any provisions set out in the GTCs which expressly state that they take precedence over the other Parts).

By signing these Deal Terms, the Parties agree to be bound by the terms of this Agreement.

Each Party warrants that the person signing this Agreement on behalf of that Party has the requisite authority to bind that Party and that they consent to electronic signature by means of DocuSign's electronic signature system forming a binding Agreement.

Signed 

For and on behalf of **SKY UK LIMITED**

**Name** Sky Person  
**Position** Head Counsel -  
**Date** 20 July 2020

Signed 

For and on behalf of **SUPPLIER 1**

**Name** Jane Doe  
**Position** Chief Executive  
**Date** 17 July 2020

## PART 2 - MATERIALS

All Materials shall be delivered electronically in accordance with the electronic file specifications in Sky's Technical Standards, and at the cost and expense of Licensor.

The following Materials shall be delivered in respect of the Title in accordance with Clause 6 of the GTCs and Sky's technical standards as updated from time to time ("**Technical Standards**"). A copy of the latest version of the Technical Standards are available at <https://www.skygroup.sky/corporate/about-sky/production>.

1. 1 Master for the Title licensed to be delivered as follows:
  - 1.1. file delivery (after successful testing). Please contact the Media Coordinators ([DLEntertainmentMasterMaterials@sky.uk](mailto:DLEntertainmentMasterMaterials@sky.uk)) for file delivery instructions;
  - 1.2. an English language Master for all Titles licensed under this Agreement;
  - 1.3. in-vision English subtitles for foreign dialogue; and
  - 1.4. in accordance with the following requirements based on the format the Title is to be delivered in accordance with the Deal Terms:

Format	File	Image Parameter	Frame Rate	Display Format	Stereo Track Layout	5.1 Track Layout	Dolby Atmos
SD	AS-11	BT.601	50i	702x576	Stereo on tracks 1&2	N/A	N/A
HD	AS-11	BT.709	50i	1920x1080	Stereo on tracks 1&2	Where available, discrete 5.1 on tracks 5-10	N/A
UHD (where available)	IMF or ProRes	BT.709	25p or 50p (genre dependent)	3840x2160	Stereo on tracks 1&2	Discrete 5.1 on tracks 5-10	Where available, Dolby Atmos Master File.
HDR (where available)	IMF or ProRes	BT.2100 (preferably PQ, however HLG can be accepted)	25p or 50p (genre dependent)	3840x2160	Stereo on tracks 1&2	Discrete 5.1 on tracks 5-10	Where available, Dolby Atmos Master File.

2. A copy of the music cue sheet.
3. A copy of the caption file to be delivered by e-mail attachment, such attached file to be a PAL EBU caption file in the standard Teletext Softel\*.STL file format. Other formats are acceptable by prior written consent.
4. The following advertising or promotional materials which shall include all credit requirement (if the following materials are supplied in electronic format, credit requirements shall be provided as metadata):
  - 4.1. a season synopsis and individual episode synopses and full cast list and credits (with full biographical details) for the Title in English;
  - 4.2. an English language trailer of the Title if available;
  - 4.3. an HD electronic press kit for the Title if available;
  - 4.4. 10 colour transparencies and 10 black and white stills of the Title, subject to availability from stocks, emailed to Sky (to [StillsDepartment@sky.uk](mailto:StillsDepartment@sky.uk)) in jpeg format convertible by Sky;
  - 4.5. a dialogue list if available; and
  - 4.6. in addition to the materials specified, such additional trailer elements and advertising and promotional material including photographs and biographies of artists and performers engaged in connection with the production of the Title, transparencies and stills and copies of such other advertising and promotional materials as Sky may reasonably require in sufficient quantities and of sufficient quality as shall in the opinion of Sky enable Sky to promote and advertise the Title and/or Sky's products and services generally.
5. A time coded script to assist with reversioning. The script shall be supplied by e-mail attachment as a word processing package that is convertible by Sky.

6. Any other information required in order to ensure Sky's compliance with its obligations as a broadcaster including notification of any product placement contained in the Title.

### PART 3 - GENERAL TERMS AND CONDITIONS

#### 3. EDITORIAL RIGHTS

##### 3.1 The right to:

- 3.1.1 cut and edit the Titles for the purposes of: (a) compliance with any laws and regulations; (b) meeting censorship requirements and guidelines; (c) programming timing needs; and (d) any relevant contractual obligations of Licensor to third parties as notified in writing to Sky by Licensor by the Delivery Date, save that Sky shall not be liable for any casual or inadvertent failure to comply with any such notification;
- 3.1.2 re-title, re-voice and change the names of any characters in the Titles;
- 3.1.3 technically manipulate (e.g. digitise, encode and compress) the Titles and convert the Materials into different Formats (e.g. a SD Master into a HD Master or a 3D Master into a HD Master, up-res or down-res);
- 3.1.4 subtitle (inclusion of text, signing, and/or audio description in the Titles) and exhibit subtitled versions of the Titles:
- (a) in accordance with the Ofcom Code on Television Access Services;
- (b) in the official languages of the Territory only and in accordance with dialogue list provided by Licensor; and
- (c) subject to any third party contractual requirements notified to Sky on or before the Delivery Date;
- 3.1.5 include or deploy in connection with the exploitation of the Titles additional functionality including: (a) icons (including the "red button" application); (b) navigational tools including EPG functionality; (c) other digital enhanced applications including digital text and screen shrinkage; and (d) Interactive Services;
- 3.1.6 include channel bugs (static logos) during the exhibition of the Titles;
- 3.1.7 insert reasonable statements and apologies about transmission quality; and
- 3.1.8 in respect of Titles which are longer than sixty minutes in duration and subject to the provisions of this Clause, transmit those Titles in two parts on successive days or in successive weeks at its discretion, such a split transmission being counted as one exhibition for the Title when both parts have been transmitted. A Title presented under the provisions of this Clause shall be presented, billed and listed as Part One and Part Two of that Title under its normal title and shall not be otherwise altered or edited subject to Clause 3.

#### 4. PROMOTION AND ADVERTISING RIGHTS

- 4.1 The right to insert advertisements and sponsorship billboards at appropriate intervals in and around the exhibition of the Titles and to include the Titles in any sponsored seasons and slots.

##### 4.2 The right to:

- 4.2.1 reproduce and transmit or exhibit still photographs, still images and moving clips (provided by Licensor or excerpted from the Titles with or without the

These General Terms and Conditions ("GTCs") apply to licences of Titles entered into between Sky and Licensor.

#### 1. GRANT OF RIGHTS

- 1.1 In consideration of the Licence Fees (the "**Fees**"), Licensor grants Sky the rights set out in Clause 2 for the duration of the Licence Period and Clauses 3 and 4 for the duration of the Term (the "**Rights**").

- 1.2 The Rights granted to Sky may be exercised by any member of the Sky Group and/or any third parties in connection with the distribution of a Sky Service.

#### 2. EXHIBITION RIGHTS

##### 2.1 The right:

- 2.1.1 to exhibit/make available from any place each film and/or programme (the "**Title**") in the Territory in any Format and on any Sky Service and delivered to any Viewing Device by all forms of Electronic Transmission by the Exhibition Rights set out in the Deal Terms;
- 2.1.2 when exhibiting a Title on a PPV and/or TVOD basis to offer the Title on a single viewing or single Buy basis or on a multiplay basis (which enables the viewer to view the Title over a limited period of time);
- 2.1.3 to exhibit each Title to an audience by means of closed circuit distribution, including on airlines, coaches and ships;
- 2.1.4 to facilitate access to and the right for the viewer to copy linear recordings of each Title recorded on Sky STBs to non-Sky STB devices;
- 2.1.5 to offer free access to each Sky Service at its sole discretion;
- 2.1.6 to enable onward transmission of each Title from any Sky STB to other Sky STBs or to other Viewing Devices;
- 2.1.7 to use and deploy PVR Functionality; and
- 2.1.8 to exhibit each Title for promotional or educational screenings or on premises owned, leased or hired by Sky for the purposes of showcasing forthcoming content on Sky's products and services, to audiences who have not paid for admission (within the meaning of the Copyright Designs and Patents Act 1988);

##### 2.2 Where the Number of Exhibition Weeks is limited:

- 2.2.1 Sky shall not be entitled to exhibit each Title for any longer than the Number of Exhibition Weeks;
- 2.2.2 a simultaneous retransmission by Sky and/or third parties of the signal of any Sky Service on which each Title is exhibited (a) by different means of Electronic Transmission; (b) different Exhibition Rights; (c) in different Formats, and/or (d) on a timeshifted version of any Sky Service shall count as the same one exhibition;
- 2.2.3 the Number of Exhibition Weeks shall apply separately for each different media used to deliver any Sky Service on which each Title is exhibited; and
- 2.2.4 an exhibition of a Title by way of EST, PPV, TVOD and/or SVOD shall not count as an exhibition for the purposes of the Number of Exhibition Weeks.