

LICENCE AGREEMENT

This agreement, which includes the attached Standard Terms and Conditions (incorporated into the agreement by this reference), is made between Bell Canada ("**Bell**"), with a place of business at 9 Channel Nine Court 2, Toronto, ON M1S 4B5, and Licensor, effective as of July 22 2024.

In consideration of the mutual covenants herein contained and subject to all terms and conditions set forth, the parties agree as follows:

A. LICENSOR'S NAME & ADDRESS

Attention: Samanta Izquierdo, producer
Samanta Izquierdo
552 Worthington street East, Unit 2 P1B 1H6 North Bay
HST 76173 8624
705.471.2287 jarrinsamanta@gmail.com
("Licensor")

B. DESCRIPTION OF THE PROGRAM

1. Title: Soundtrippers (the "**Program**")
2. Number and length of episodes: 5 episodes x 12 minutes each
3. Type of program: Access Program
4. Program definitions: "**Access Program**" means a program that originated with a member of the relevant community who is not an employee of Bell or the Licensed Channel and in respect of which the community member is or will be involved in the program's production team either in an on-camera role or as a creative member of the production team. "**Local Community Program**" means a program that is not an Access Program.

C. LICENCE

1. Grant of rights. Licensor grants Bell the right, but not the obligation, to exhibit the Program via the Licensed Channel in the Territory during the Licence Term, in standard definition, high definition, and 4K (if/as applicable). For clarity, the rights granted under this agreement include the rights to make the Program available via set-top box and via digital platforms on Bell owned, managed or branded sites and apps associated with the Licensed Channel, including via:
 - a. simultaneous streaming to all devices (computers, tablets, smartphones and connected devices) connected via online (wired connection or via Wi-Fi) and/or via wireless mobile connection; and
 - b. video on demand ("**VOD**"), which shall mean the ability for end users to view the Program during a defined period commencing at a time chosen by the end user entirely at their discretion without reference to a schedule of viewing times pre-established by the service provider, it being understood that the Program can also be made available via temporary download.
2. Licensed channel: The Bell community television channel currently known as "Fibe TV1" (the "**Licensed Channel**").
3. The "**Licence Term**": 5 years beginning February 14 2025.

4. Number of exhibitions: Unlimited.
5. The "Territory": Canada.
6. Exclusivity. Bell's rights hereunder are exclusive for a [90-day] period starting on the date Bell first commences distribution of the Program through Bell's VOD platforms. For clarity, Bell's rights hereunder shall become non-exclusive upon the conclusion of such [90-day] period. Notwithstanding the foregoing, Licensor shall not offer nor grant any rights in and to the Program to Bell Media or any other Bell affiliated company without the prior written consent of the Licensed Channel.

D. THE LICENCE FEE

1. The "Licence Fee": A total of \$30,000.00, being \$6000.00 per episode for 5 episodes, payable from Bell to Licensor per Licensor's invoices therefor in accordance with the below payment terms. All amounts herein are in Canadian funds.
2. Payment terms. The Licence Fee shall be payable as follows:
 - a. \$20,000.00 on signature of this agreement;
 - b. \$5,000.00 upon Bell's receipt and approval of all rough cuts of all episodes of the Program; and
 - c. \$5000.00 upon delivery of the final completed masters, as approved by Bell, of all episodes of the Program.
 - d. Licensor shall issue an invoice to Bell in respect of each of the above amounts if and when payable, and the corresponding amounts shall be due within 60 days of Bell's receipt of the applicable invoice.

E. DELIVERY REQUIREMENTS

1. The "Delivery Schedule". Licensor shall deliver to Bell the final completed masters of all episodes of the Program as soon as possible and no later than the first day of the Licence Term.
2. Format. Licensor shall deliver to Bell the Program's masters in accordance with the technical specifications attached to this agreement as Schedule B. Licensor may, at its option, deliver the Program's masters with closed captioning, and will deliver described video if/as available.
3. Promotional materials. Licensor shall provide, at no cost to Bell, any and all available publicity materials in respect of the Program including but not limited to trailers, electronic press kits, still images, and synopses. If Licensor does not provide a trailer to Bell, then Bell shall have the right to create one using its own resources in accordance with the advertising and promotion specifications of the below-attached Standard Terms and Conditions. Bell shall have the right but not the obligation to advertise and promote the Program starting 60 days prior to the start of the Licence Term.
4. Third-party delivery. If Licensor hires a third party to provide services related to the production of the Program or any promotional materials therefor, then the above-contemplated materials, including the Program's masters, may be delivered to Bell by such third party.

- F. STANDARD TERMS AND CONDITIONS.** Attached are Bell's Standard Terms and Conditions, which further detail Licensor's and Bell's rights and obligations under this agreement.

In witness whereof, the parties have executed this agreement as of the date first above written.

Bell Canada

Per:



John Buffone, Supervising Producer

Samanta Izquierdo

Per:

Samanta Izquierdo

Name: Samanta Izquierdo
Title: Producer

STANDARD TERMS AND CONDITIONS

1. THE PROGRAM

a. Production and delivery of the Program

- i. The services, equipment, and materials to be provided and/or delivered by one party to the other (as applicable) in respect of the production and/or delivery of the Program shall be as further detailed in the below Schedule A. The parties acknowledge and agree that any intellectual property rights stemming from the services performed by Bell to the Licensor and the proceeds thereof (if any), will be automatically assigned to Licensor, who shall solely and exclusively own throughout the universe in perpetuity all rights, title and interest in and to the Program in whatever stage of completion.
- ii. If Bell loans equipment to Licensor and such equipment is damaged or unreturned by the date(s) set out in Schedule A, then Bell reserves the rights to ask Licensor to pay Bell an amount equal to the reasonable replacement value of the equipment, which Licensor shall promptly pay to Bell, or reduce any amounts due by Bell to Licensor (including any applicable Licence Fee) by an amount equal to the reasonable replacement value of the equipment.
- iii. Licensor shall be fully responsible to deliver the Program or cause the Program to be delivered to Bell at Licensor's sole expense, on the Delivery Schedule, and in the format and in accordance with the description and technical specifications herein contemplated, including with stereo music, sound effects, and dialogue. On Bell's request, Licensor shall deliver or cause to be delivered to Bell complete music cue sheets detailing the particulars of each musical composition used in the Program, including each composition's title, composer(s), lyricist(s), publisher(s), applicable performing rights society(ies), duration of use, and type of use.
- iv. Bell shall bear the costs of return freight of any masters of the Program, if applicable.

b. Bell's rights to approve, edit, and/or make additions to the Program

- i. Bell shall have 30 business days following its full receipt of the final completed masters of all episodes of the Program and any other applicable elements herein described (the "**Materials**") to approve such Materials, which approval shall be at Bell's sole and unfettered discretion. If the Materials are unacceptable to Bell, then Bell shall notify Licensor of the Materials' deficiencies in writing, and Licensor shall, within 15 business days of Bell's notice, take such steps as are reasonably necessary to correct such deficiencies. The exhibition by Bell of the Materials shall be deemed to evidence Bell's approval thereof.
- ii. Bell may edit, modify, or delete parts of the Program and the Materials as are necessary to insert commercial messages and make the Program and Materials conform to its time segment and broadcasting scheduling requirements, all applicable broadcast industry codes, and any legal or regulatory requirements. Bell shall remove any commercial messages from the Program and Materials prior to their return to Licensor.
- iii. Bell may include or require Licensor to include, prior to the opening credits and during and following the closing credits of the Program, Bell's trademarks and corporate logos together with words indicating that the Program is being or has

been exhibited by Bell. Bell may use voiceover and/or clips during the Program's closing credits to promote Bell and its services and/or programming. Bell may add its own credit to any advertising or publicity materials for the Program.

- iv. Bell will not knowingly delete or permit to be deleted any credits which appear in the Program or which appear in any advertising or publicity materials for the Program provided to it by Licensor (except if otherwise contemplated herein), however, no casual or inadvertent failure of Bell or any third party to comply with the foregoing shall be deemed to constitute a breach of this agreement, and in the event of such failure by Bell or any third party, Bell's sole obligation shall be to take all reasonable steps to prospectively cure the failure after receipt from Licensor of notice thereof.
 - v. If the Program is not delivered with closed captioning or described video, Bell may make one or more versions of the Program with closed captioning and/or described video, at Bell's expense.
- c. Advertising and promotion of the Program. Licensor shall consult with Bell on the advertising and promotion of the Program. At its discretion, Bell (and its licensees, assigns, and those authorized by Bell) may:
- i. make written summaries, extracts, and synopses of each episode of the Program;
 - ii. disseminate, reproduce, print, and publish the names, likenesses, voices, and biographies of any performers and key personnel for the Program;
 - iii. use excerpts from the program; and
 - iv. create promotional material,

in any and all media no matter the mode of transmission or format, whether now known or hereafter devised, for the advertising and promotion of the Program. Bell (and its licensees, assigns and those authorized by Bell) may also use, reproduce, telecast, advertise or otherwise exploit any promotional and publicity materials provided to Bell by Licensor pursuant to this agreement for advertising and promotion of the Program, general news and information purposes, and as otherwise determined in Bell's reasonable business judgment, and use reasonable quantities of trailers, press clippings, digital photography (both gallery and unit), posters, complete cast lists, biographies of leads, detailed story lines, press releases, and such other publicity material as is produced by Licensor or under its control, to advertise and promote the Program, free of charge.

2. LICENCE AND FIRST RIGHT OF NEGOTIATION

- a. The licence and grant of rights contemplated hereunder shall include the right, but not the obligation, of Bell to exhibit, telecast, and exploit the Program via set-top box and via digital platforms on Bell owned, managed or branded sites and apps associated with the Licensed Channel, by any method of transmission now known or hereafter devised, including by cable, hybrid coaxial cable, fibre optics, satellite, and IPTV, and in any applicable format now known or hereafter devised including all analog and digital formats. Bell shall have the right to duplicate or dub the Program to videotape or any analogous analog or digital format in order to facilitate the exercise of its rights hereunder.
- b. Notwithstanding Bell's licence hereunder, the Program, the Materials, and any other material provided by Licensor to Bell shall remain the property of Licensor.

- c. Bell shall have the first right of negotiation for the following: extensions of the Licence Term, any rights in any additional programs, series, spin-offs, sequels, prequels, and any other words derivative of or based in whole or in part on the Program, and any other rights to the Program in the Territory that may become available and are not specifically licensed herein. Bell's first right of negotiation means that Licensor shall first give written notice to Bell of any such additional rights or opportunities before notifying any third party of the same. Bell shall then have an exclusive window of 60 days following its receipt of Licensor's notice to notify Licensor of its interest in acquiring the applicable rights. If Bell is so interested, then the parties shall undertake in good faith to complete an agreement, within no more than a further 60 days (the "**Negotiation Period**") for Bell to acquire the applicable rights. If at the close of the Negotiation Period the parties have not reached an agreement on any applicable terms or conditions, then Licensor may solicit third party agreements for the applicable rights, provided that (i) if a third party expresses serious and good faith interest in acquiring the applicable rights, then Licensor shall notify Bell of the same, and (ii) Licensor shall not accept any third party offer for which the terms and conditions, including financial terms, are less favourable to Licensor than those offered by Bell.

3. **LICENCE FEE**

- a. In consideration of the rights granted to Bell herein, Bell shall pay Licensor the License Fee. If Bell is unable to exhibit, telecast, or exploit the Program in whole or in part because, in Bell's sole and unfettered discretion the Program does not meet Bell's standards or practices, or if by exhibiting, telecasting, or exploiting the Program Bell would be in breach of any law or regulation, or if Licensor has failed to cure any deficiencies as contemplated in the above paragraph 1(b)(i) in the applicable time period, the parties agree that the Licence Fee shall be reduced on a proportionate basis.
- b. If, for reasons beyond Bell's reasonable control, an exhibition or telecast of the Program is interrupted and cannot be completed, Bell may repeat such exhibition in full without any additional compensation to Licensor.
- c. The parties acknowledge that the Licence Fee excludes applicable Commodity Taxes. Each one of Licensor's invoices shall separately identify and set out the amount of each of the applicable Commodity Taxes it is required to charge and collect per applicable law. To the extent Licensor invoices and charges Bell any Commodity Taxes, its invoices shall set out and contain all information prescribed and required by applicable law. Bell shall pay all applicable Commodity Taxes invoiced by Licensor. Bell and Licensor shall cooperate with each other to enable each of them to more accurately determine their respective Commodity Tax liabilities and to assist each other to minimize such liabilities to the extent legally permissible. Notwithstanding the foregoing, Licensor shall be responsible to ensure the proper applicable Commodity Taxes are charged on the Licence Fee and any other amounts paid by Bell. Licensor acknowledges and agrees that any Commodity Taxes paid by Bell must and shall be reported and remitted by Licensor to the appropriate governmental authority. "**Commodity Tax**" means all commodity taxes including sales, retail, goods and services, value added, excise, and similar taxes imposed, levied, or assessed by any governmental authority, excluding penalties and interest and other than taxes in the nature of a tax on income or capital.

4. **LICENSOR CONDUCT**

- a. Licensor shall act at all times with due regard to public morals and conventions and refrain from taking any action or engaging in any behaviour that could detrimentally affect the success of the Program.

- b. Licensor's obligations. Throughout the execution of its obligations under this agreement, including during production of the Program (if applicable), Licensor shall provide and maintain a working environment that is healthy, secure, and free from violence, harassment, and discrimination on any protected ground (which for the avoidance of doubt shall include any so-called "micro-aggressions" and displays of bias), all in accordance with applicable human rights and occupational health and safety legislation, industry guild policies, and other laws applicable in Canada. Licensor shall include a so-called "morals clause" in all agreements with individuals providing services for or engaged in the production of the Program ("**Program Representatives**"). Such clause shall, at the least, grant Licensor, subject to any applicable laws and regulations, the right to suspend or terminate the applicable agreements and to take any measure that Licensor deems appropriate in the event a Program Representative, whether during or prior to the Program Representative's term of service, has, or has been alleged or found to have, committed a Prohibited Conduct Action (as defined below). Licensor shall notify Bell immediately of any alleged or actual Prohibited Conduct Action, shall take all steps necessary to limit the risk of harm to the Program, Bell, Licensor, and any affected Program Representatives, and adhere to Bell's recommended course(s) of action, if any, for addressing the Prohibited Conduct Action.
- c. Bell's rights in the event of a Prohibited Conduct Action. In addition to the foregoing, if Licensor or a Program Representative, during or prior to the Licence Term, has, or has been alleged or found to have:
- i. committed a criminal act or any offence involving moral turpitude under the laws of Canada;
 - ii. made any misrepresentation that could reasonably be materially detrimental to the Program or interfere with the performance of Licensor's obligations under this agreement;
 - iii. made a false or disparaging statement about the Program, Bell or any of its affiliates, or any sponsor of the Program; or
 - iv. engaged in conduct that risks (A) bringing Bell, any of its affiliates, or any sponsor of the Program into disrepute, scandal, contempt, or ridicule, (B) reflecting unfavourably on the Program, Licensor, Bell or any of its affiliates, or any sponsor of the Program, (C) shocking, insulting, or offending the community, including by embarrassing, insulting, or denigrating any individuals or groups, by becoming subject to news coverage that risks negatively impacting Bell's reputation and integrity, or by committing one or more acts of violence, harassment, or discrimination on any protected ground under the laws of Canada (which for the avoidance of doubt shall include any so-called "micro-aggressions" and displays of bias), or (D) affecting the safety of or interfering with the performance of services by any Program Representative or any other person engaged on or in relation to the Program, including the exhibiting, telecasting, and exploitation thereof (each of the foregoing circumstances in subsections [i] to [iv] a "**Prohibited Conduct Action**"),

then, at Bell's sole discretion, Bell may take any action it deems appropriate in the circumstances, which may include without limitation withholding any payment due to Licensor, reducing the Licence Fee payable to Licensor and/or requiring immediate repayment of amounts paid to Licensor, and immediately suspending or terminating this agreement.

5. **REPRESENTATIONS, WARRANTIES, AND INDEMNITY**

- a. Licensor hereby represents, warrants, and covenants as follows, to and for the benefit of Bell, acknowledging that Bell has entered into the agreement in specific reliance that:
- i. the Program will confirm to the Canadian Association of Broadcasters' Code of Ethics and to all other programming standards endorsed by the CRTC, and Licensor will correct or modify any portion of the Program that is unacceptable to Bell in this regard per the process described at section 1(b)(i) above;
 - ii. on delivery of the Program, all costs, expenses, and charges incurred, including but not limited to payment for all rights, services, performances, materials, equipment, sound, and music used in and in connection with the Program, have been paid or will be paid in full, and all necessary clearances (including but not limited to talent, writers, producers, directors, music, and stock footage) have been obtained so that the Program is free of any and all encumbrances, claims, liens, demands, and any other interests of any nature whatsoever, and Bell shall have no liability for compensation of any kind, including without limitation reuse fees, residuals, and royalties to Licensor or any third party in connection with Bell's exhibiting, telecasting, or exploiting the program pursuant to this agreement during the Licence Term in the Territory, save and except for any payment of any Licence Fee applicable hereunder and any applicable broadcaster-related tariffs in connection with musical performing rights. For greater certainty, the recording of any performers' performances, musical compositions, or sound recordings in the Program, and the use thereof in connection with the production, broadcast, distribution, exhibition, communication to the public by telecommunication, promotion, and other exploitation of the Program has been fully and duly authorized by all applicable proprietors in such works (subject only to the rights if any of the applicable performing rights societies in Canada), in all media and markets now known or hereafter devised as permitted hereunder during the Licence Term, without payment by Bell of any additional compensation, residuals, royalties, or fees;
 - iii. the performing rights in the music contained in the Program are controlled by a performing rights society having jurisdiction in the Territory, in the public domain, or controlled by Licensor to enable Licensor to grant to Bell all rights under this agreement (in which case all such rights are granted to Bell);
 - iv. there are no rights, licences, or assignments of any kind in favour of any person, firm, business undertaking, partnership, or corporation which could in any way impair, limit, diminish, or infringe upon the rights herein granted by Licensor to Bell;
 - v. Licensor owns or controls all the necessary rights in the Program and all necessary underlying rights to give full effect to this agreement;
 - vi. Licensor is a resident of Canada for the purposes of the *Income Tax Act (Canada)*;
 - vii. the Program and all component parts thereof, as well as Bell's exercise of the rights granted herein, will not impair, violate, infringe, or give rise to any adverse claim with respect to any common law, statutory, or other right (including, without limitation, any copyright, trade-mark, service mark, trade name, use of title, patent, literary, artistic, dramatic, comedic, musical or performing right, right of privacy or publicity or property, or contract right of any person), or violate any law or constitute a libel or slander of any individual, firm, or corporation;

- viii. there is no pending or threatened claim, demand, litigation, action, suit, or other proceeding, including any injunctive proceeding, against Licensor, any third party, or in respect of the Program, or which would otherwise impair or prevent the exercise by Bell of its rights under this agreement;
 - ix. unless otherwise agreed by Bell in writing, the Program shall not contain any commercial announcements or promotional or commercial credits, including commercial identification as background for copyright notices or production credits, and the Program's closing credits shall not include any graphics, photographs, addresses, telephone numbers, or voice-over mentions; and
 - x. Licensor will take all necessary steps to secure and maintain copyright protection for the Program in the Territory, and on delivery of the Program good and sufficient copyright notice has been affixed to the Program in conformity with the laws of the Territory.
 - b. Licensor shall indemnify, defend, protect, hold harmless, and save Bell and anyone authorized by Bell to exhibit the Program from and against any and all claims, demands, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses, or damages of whatever nature or kind, including without limitation legal fees and expenses (collectively, "**Claims**") imposed on, incurred by, or asserted against Bell arising out of any matter related to the Program or arising out of any breach of any warranty, representation or other obligation of Licensor in connection with this agreement, including any and all Claims arising out of the performance of any music in the Program (save for any broadcaster-related tariffs in respect of performing rights societies having jurisdiction in the Territory) and any and all Claims related to copyright or trade-mark infringement or otherwise related to the underlying rights to the Program. Bell shall give Licensor prompt notice of any Claim made to which this indemnity may be applicable, and of any suit or action filed in connection therewith. If Licensor has been so notified and does not pursue such matter to Bell's reasonable satisfaction, Bell may take such action on its own behalf to adjust, settle, defend, or otherwise dispose of such Claim, in which case Licensor shall upon being billed, reimburse Bell in the amount paid. Further, in addition to any other rights and remedies available to Bell, the Licence Term shall be extended, without any payment by Bell, for a period equivalent to any period during which the Program is not available for exhibition, telecast, or exploitation due to a Claim. Notwithstanding the foregoing, this indemnity shall continue to apply even if Bell exhibits, telecasts, or otherwise exploits the Program before the applicable Claim is settled.
6. **INSURANCE.** Licensor shall, at all times during the Term of this agreement and at its sole cost and expense procure, maintain, pay for, and keep in full force and effect commercial general liability insurance on an occurrence basis in a minimum amount of \$1,000,000 combined single limit for bodily injury including death, personal injury, and property damage.
- [6.1 **WAIVER.** Notwithstanding the foregoing, Bell agrees to waive the above insurance requirements; however, it is agreed that in no event will Bell's own insurance policies (if any) cover Licensor or the Program, and that Licensor shall remain at all times solely responsible for any claims or actions of third parties in connection with any aspect of the Program including the production thereof.]
7. **NOTICES.** Any notice to be given by Licensor hereunder shall be in writing sent by email to john.buffone@bell.ca. Any notice to be given by Bell hereunder shall be in writing sent by email to the email address on the agreement's first page. Every such notice shall be deemed to be received on the date of delivery.
8. **ASSIGNMENT.** Licensor may not assign its rights and/or obligations under this agreement without Bell's consent, which consent shall not be unreasonably withheld, provided that in the

event of an assignment, Licensor shall remain liable for its obligations hereunder. Bell may assign its rights and/or obligations under this agreement without Licensor's consent.

9. **DEFAULT**

- a. Either party shall be deemed in default of this agreement if:
 - i. it breaches or fails to perform any material provision of this agreement and fails to remedy such breach or non-performance within 7 days after receipt of written notice from the other party specifying the breach or failure of performance. For the avoidance of doubt, without limitation to anything else in this agreement, Licensor's failure to adhere to the terms of section 4, including any subsection thereof, shall be deemed a breach of a material provision of this agreement (provided that the terms of section 4, including those concerning termination of this agreement, shall govern in the event of conflict with this section 8);
 - ii. a petition in bankruptcy or for reorganization is filed by or against it under any applicable bankruptcy legislation;
 - iii. it makes an assignment for the benefit of its creditors;
 - iv. a receiver, trustee, liquidator, or custodian is appointed for all or a substantial part of its property, or if all or a substantial part of its property is sequestered, levied against, or attached, and the applicable levy or order is not vacated within 14 business days; or
 - v. it assigns or encumbers this agreement contrary to its terms.
- b. In the event of a default on the part of Bell, Licensor shall have the right but not the obligation to terminate this agreement. In the event of such a termination, on Licensor's request Bell shall return any materials already delivered to Bell by Licensor.
- c. In the event of a default on the part of Licensor, Bell may take any action it deems appropriate, which may include without limitation withholding any payment due to Licensor, reducing the Licence Fee payable to Licensor and/or requiring immediate repayment of amounts paid to Licensor, and suspending or terminating this agreement.

10. **MISCELLANEOUS**

- a. This agreement shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein, in the forum of the province of Ontario.
- b. If either party's performance hereunder is delayed or prevented by reason of any event of force majeure, such delayed performance or non-performance shall not constitute a breach of this agreement. An "**event of force majeure**" shall mean any customary event of force majeure beyond a party's control which delays, hampers, interrupts, or interferes with such party's performance of any of its obligations hereunder, including without limitation, fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, labour dispute, strike, lockout, riot, civil disturbance, act of public enemy, terrorism, embargo, act of war, act of God, or any municipal, county, provincial, or federal law or regulation, or any executive or judicial order.
- c. This agreement is confidential and neither party shall disclose to any third party (other than on a need-to-know basis to its respective employees, officers, directors, shareholders, or advisors, or as may be required by law, regulation, or the valid order of

any court of competent jurisdiction) any information with respect to its terms, including without limitation its financial terms. Notwithstanding the foregoing, Licensor acknowledges and accepts that, in order to comply with the CRTC's requirements, Bell will communicate to the CRTC certain information about Licensor such as Licensor's name and Licensor's role with respect to the Program. On Bell's request, Licensor shall provide an attestation of residency for this purpose.

- d. Nothing in this agreement shall obligate Bell to exhibit, telecast, publicize, or promote or advertise the Program.
- e. Nothing in this agreement shall be construed to create a partnership, joint venture, or agent/principal relationship between the parties. Neither party shall hold itself out as a representative, partner, joint venture, or agent or principal of the other, nor shall either party be liable for any representation, act, or omission of the other contrary to the provisions hereof.
- f. Nothing in this agreement shall prevent mobile networks from charging consumers equipment fees for mobile devices necessary to access the Program or data fees for data consumption when accessing the Program, or broadcast distribution undertakings from charging consumers equipment fees for set top boxes necessary to access the Program.
- g. This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- h. The parties agree to, following the execution of this agreement, execute and deliver such other documents and do and perform (or cause to be done and performed) any acts that may be necessary or desirable in order to give full effect to this agreement.
- i. This agreement represents the entire agreement and understanding between the parties with respect to its subject matter. It shall not be amended, modified, or changed except by a written instrument executed by both parties.
- j. Time is of the essence of this agreement.
- k. All warranties and indemnities contained in this agreement shall survive the execution, delivery, suspension and termination of this agreement. If any of this agreement's provisions are held to be void and/or unenforceable, such determination shall not result in the nullity or unenforceability of any other portions of the agreement.
- l. This agreement may be executed in separate counterparts, each of which shall be deemed to be an original and together shall be deemed to constitute a single original instrument effective in the same manner as if the parties had executed one and the same instrument.

SCHEDULE A

Services, equipment, and materials to be provided and/or delivered by Bell to Licensor:

1. Closed Captioning
2. Graphics – poster design
- 3.

Details of the above shall be mutually agreed upon between the parties and reflected in a separate document.

Services, equipment, and materials to be provided and/or delivered by Licensor to Bell:

1. Detailed program, episode description and/or script
2. Pre-production coordination, production and post-production
3. Archival footage and/or visual materials, music/audio tracks, and synced audio
4. Production crew, host, and talent
5. Promo/trailer 30 seconds in duration with audio stems
6. Promotional, behind the scenes photos (if available) for use in poster, social media, or marketing
7. 2-3 minute clip reel with audio stems for use in additional promos

SCHEDULE B

Technical specifications

1 - How to Deliver

Note that we will set up a call with you prior to delivery of your masters to go over the specs. Any exceptions to the following can be discussed at that time.

Deliver through a **Google Drive or downloadable link**. Please don't send a shared folder to the project, as there are a few people part of this delivery that will need access. A downloadable link with folders separating the episodes is great.

Here is a breakdown of the folder structure that we ask:

(name of show) BTS pictures
(name of show) episode audio stems
-(name of show) ep 1
-(name of show) ep 2
-(name of show) ep 3
-(name of show) ep 4
-(name of show) ep 5
-(name of show) ep 6
(name of show) episode pictures
(name of show) Final episodes
(name of show) graphics
(name of show) Poster Assets
(name of show) Promo-highlight reel and stems assets
(name of show) scripts
(name of show) submission form

2 - Settings

We accept files in both 23.98 as well as 29.97, so delivery becomes easier. The episodes will be delivered in a stereo mixed Pro Res 422 MOV and are **HD and NOT 4K**.

3 - Audio Settings

When mastering to a digital format and using an Absolute Scale or Peak meter, where "0" is at the top of the scale and reference tone is at -20 dBfs, broadcast stereo tracks should peak at no more than -12 dBfs. Bell Media has adopted a Target Loudness of -24LKFS for all content. We

broadcast our shows in a stereo mix, so no need for a 5.1 mix.

4 - Naming Your Show

Please remember to name your show for delivery as: (Show Name) Ep 1, 2, 3 etc. That way it doesn't get lost with other series that get delivered.

5 - Starting each episode in black

Each episode will start with at least 10 frames of black off the top and tail of the episode. Please don't start the episode on the first frame of video. This prevents any clipping of music at the start of your show.

6- TV1 Credits

Please include the TV1 team in your credits. It is up to you how the names are displayed, but we ask that you include this list. Please do not make changes to this list.

Fibe TV1

Donna Cagnoli - Content Manager
Clint Lavado - Graphics
Chris Brooks - Post Production
Michael Descheneaux – Post Production
Gisela Restrepo – Post Production
Marie-Claude Canuel - Promotion
Stephanie Cohen – Writer
Brooke Gibson – Marketing Specialist
Kim Bell - Producer
Daniel Rodriguez – Producer
Jason Levy - Producer
Paul Gardner - Senior Producer
John Buffone - Supervising Producer
Mary Yuskoski – Finance
Cindy Jones-Sherk – Sr. Manager Fibe TV1

7 - TV1 Logo

When using the TV1 logo (attached) please keep it full frame and do not resize it. It would be the last thing on screen before black.

8A - Scripts

Please provide the script of each episode in the series that matches the final output of the edit. This allows the captioning process to be as accurate as possible without any mistakes. We cannot guarantee perfect captioning without having the script as a guideline. For series with music as background sound, you do not need to provide the lyrics or

script for each individual song. We are asking for dialogue only please.

8B - Musical Series Lyrics

For series with artist performances, we ask that you provide the lyrics to the songs in the episodes for captioning purposes. We cannot guarantee full captioning of the songs without the lyrics. If there are sections of a song that cannot be understood, or lyrics that cannot be found online, our captioning department will omit any section that isn't clear. By providing the lyrics of the song, it allows us to fully caption the series. This is in addition to the final scripts of the episode.

9 - Audio Stems

We also ask that audio stems are delivered with the episodes, promo and highlight reel footage for future promotional use. Each track would be separate (Dialogue, SFX, BG and Music). These would be .wav files that match the full duration of each **episodes** and **promo**.

10 - Title Card and Graphics

Please provide your title card graphics as a PNG and PSD file, so that we can use it for promotion. If we have your graphics, it becomes easier to cut additional promos and to create posters. If your title card is over footage, then please also provide a 'clean' shot of the broll to be used in future promotion.

11 - Promo

Please provide a promo for the series. It is 30 seconds long, and having the title card of the show come in at :25 seconds and hold for 5 seconds. This allows us to add our branding for cross promotion. If your graphics are over video, that is fine, but we ask that you don't have a shot change between :25 to :30 seconds. The music duration is still 30 seconds, as we like to have music under the graphics of your show and the branding. Occasionally, a sound up works well under the branding as well.

Please note that there is a 2 second TV1 graphic to start the promo. You can have music underneath the graphic. Here is an example of our branding that gets added to the promos. You won't have to add it, but this is what it will look

like: <https://review.bellmedia.ca/view/1587931090> . In order to receive your branded promo from TV1, please email: TV1promotion@bell.ca . They will provide you with a copy for you to share on social media.

12 - TV1 VO

Please provide a VO to go along with the promo deliverables with our branding. It should be from the host, producer or main character of the series. This allows the audience to know where to find the series and follows our brand guidelines. If the series is only in English, then please only provide the english version, as you do not need to provide both. The VO should be in a .Wav file format to match the codecs of the audio stems listed above. It would be placed towards the end of the promo after the name and title card of the series.

"Only on Fibe TV1, channel 1 and the Fibe TV app."

13 - Highlight Reel

Please also provide clips from the series for a trailer. Generally 3 minutes worth of material that highlights the best of the series that you would like to show off. It must include the title page of the show as well as audio stems. This is not a scene out of the series, but the best footage that you have. It can be broll, reaction clips, sound ups, anything that could be used for future promotion.

14 - BTS Pictures / Poster Assets / Episode Pictures

Please provide any pictures that you have taken on set, as we can use the behind the scenes footage to help promote your show. Also, please provide high res pictures that can be used as a poster for the series. We will add the branding, but need a few high res stills for a series poster. If you could also please provide images from each episode, they can be used as episodic images to be used as a secondary poster. No branding needs to be added, we will take care of it. Just images from each episode that you would like to profile for that particular episode.

15 - Submission Form

Please fill out the submission form with episode descriptions as well as a series description. This is an important part of the delivery, as these descriptions will be added to the series and episodes on the VOD. Two sentences per episode is more than enough. Please provide episode titles for each episode. Instead of having 'Episode 1', we suggest giving the episode a title, such as 'Off to the Store'. You will only **need one form for the whole series**, and do not have to provide one per episode.