

- 2.2 It is agreed that the Presenter will not be obliged to provide his TV services for on three occasions during the Contract Term provided that he is available for a pre-record for transmission on that date as agreed between the parties. These pre records will include one for transmission on Good Friday, the Country and Western Show and one other date around Christmas. RTÉ will use its best endeavours to agree one further pre record in each season around Spring or Midterm the exact date of which to be discussed and agreed with the Presenter. This is subject to the Presenter undertaking not to provide his Services to any third party and in particular BBC Radio during this Easter period of these non service days. Arrangements in relation to any pre-recorded programmes for transmission on Good Friday are to be agreed in good faith between the Parties at that time.
- ~~2.3 Present up to three (3) additional television programme "one offs or specials" per annum (or four (4) in years where there are 37 Late Late Shows in a season), such programmes to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter.~~
- 2.34 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- ~~2.5 Subject to the availability of the Presenter and subject to the prior consultation and agreement with the Managing Director of TV, the option of a further series, or series' of up to eight (8) programmes, with a duration of up to fifty two (52) minutes each, such series to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter. In considering whether the Presenter shall be available for additional TV Services requirements, the requirements of the Radio Services shall be taken into account.~~

All services additional to those set out in this Schedule 1 will incur additional fees, exact projects and fees to be negotiated and agreed between RTÉ and the Presenter.

RTÉ shall provide the Company with office equipment including a PC, mobile telephone, desk and recording equipment as required for the purposes of providing the Services hereunder.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein **WRITTEN**

SIGNED for and on behalf of
RAIDÍÓ TEILIFÍS ÉIREANN

In the presence of

Witness:

Name:

Address:

SIGNED for and on behalf of
TUTTLE PRODUCTIONS LIMITED

In the presence of

Witness:

Name:

Address:

PAC 05 - Email NKM to RTÉ - 11 March 2020

From: [REDACTED]
Sent: Wednesday 11 March 2020 15:34:16
To: [REDACTED] Noel
Cc: Breda O'Keeffe [REDACTED]
Subject: RE: RT

Hi [REDACTED]
I hope you're well!

Thank you very much for sending this through, we will review and come back to you with questions/comments.

Kind regards,
[REDACTED]

From: [REDACTED]@rte.ie>
Sent: 10 March 2020 16:23
To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>
Cc: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]@rte.ie>
Subject: RT

RTÉ Solicitors' Office

Dear Noel and [REDACTED]

I attach for your attention the draft contract and the two side letters discussed and agreed in relation to this matter. The sponsorship agreement will be handled by our Commercial team and will agreed separately to these documents.

I trust you will be back to me once you have had a chance to review and discuss with your client.
Kind regards .

RTÉ [REDACTED]

RTÉ Solicitors' Office

Donnybrook, Dublin 4
[REDACTED]

RTÉ Disclaimer: The information in this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution, or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. Please note that emails to, from and within RTÉ may be subject to the Freedom of Information Act 2014 and may be liable to disclosure. Tá an t-eolas sa ríomhphost seo faoi rún agus d'fhéadfadh sé a bheith faoi phribhléid dhlíthiúil. Is ar an seolaí amháin atá sé dírithe. Níl cead ag aon duine eile rochtain a fháil ar an ríomhphost seo. Mura tú an faighteoir beartaithe, tá cosc ar aon nochtadh, cóipeáil, dáileadh, nó aon ghníomh a dhéanamh nó a fhágáil ar lár i dtaca leis an ríomhphost agus d'fhéadfadh sin a bheith mídhleathach. Tabhair ar aird le do thoil, d'fhéadfadh ríomhphost chuig, ó agus laistigh de RTÉ a bheith faoi réir an Achta um Shaoráil Faisnéise 2014, agus d'fhéadfadh go ndéanfaí é a nochtadh.

PAC 05 - Email NKM to RTE - 20 March 2020

From: [REDACTED]
Sent: Friday 20 March 2020 16:44
To: [REDACTED] Noel
Cc: Breda O'Keeffe; [REDACTED]
Subject: RE: RT
Attachments: DRAFT Agreement.docx.446 JOM 19.3.20.docx, Side Letter re Sponsor's payment 19.3.2020.docx, DRAFT Side Letter.5GZ JOM 19.3.2020.doc, Side Letter [REDACTED] 4HZ JOM 19.3.20.doc

Hi [REDACTED]

I hope you're keeping well during these very strange times.

I have attached an amended version of the contract with tracked changes.

I have attached a side letter in relation to the commercial arrangement.

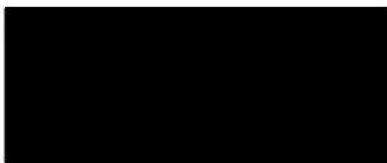
We have made some changes to the side letters regarding the guarantee and the amendments to the current contract.

Let me know if you would like a call to go through any of the attached?

Have a lovely weekend.

Kind regards,

[REDACTED]



Noel Kelly Agent For:

Ryan Tubridy	Radio - TV Broadcaster, Columnist and Author
Joe Duffy	Radio - TV Broadcaster, Columnist and Author
Claire Byrne	Radio - TV Broadcaster
Dave Fanning	Radio - TV Broadcaster, Columnist and Author
Pat Kenny	Radio - TV Broadcaster and Columnist

DRAFT

XX March 2020

Private & Confidential

Ryan Tubridy
Tuttle Productions Limited
c/o CMS Marketing
Unit B2 Calmount Office Park
Ballymount
Dublin 12

Re: Agreement between Tuttle Productions Limited and RTÉ

Dear Ryan

I refer to the contract for services between Tuttle Productions Limited and RTÉ dated 1 April 2020 to 31 March 2025 (the "Agreement") in relation to the services provided by you to RTÉ.

The purpose of this correspondence is to record in writing our guarantee and undertaking that the fees set out in this Agreement will be paid by RTÉ without any deductions and RTÉ shall not make any request or enquiry from you in relation to a deduction in the agreed fees during the currency of the Agreement save as to those that might be imposed by changes to legislation, which may cap fees paid to presenters by RTÉ.

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Yours sincerely

Dee Forbes
Director General

[RTÉ headed paper]
LETTER OF AGREEMENT

1. We refer to the contract for services between the Tuttle Productions Limited and RTÉ dated 1 September 2015 to 31 August 2020 (the "Agreement") in relation to the services provided by the Contractor to RTÉ.
2. The parties hereby agree to the early termination of the Agreement on 28 February 2020.

~~3. In consideration of the parties entering into the Agreement and RTÉ providing related side letters, it is hereby agreed that all pre-existing agreements are terminated and neither party shall have any continuing obligations or entitlements thereunder. the fee of €120,000 due on the expiry date of 31 August 2020 will not be paid either pro rata or in full but will be set off against the additional contracted services set out in the Schedule but not sought by RTÉ or provided by the Presenter during the Contract Term.~~

~~3.~~

- ~~4. The termination payment will be offset against the Contractor's earnings on the following terms:~~

~~€20,000 for Year 3;~~

~~€50,000 for Year 4 and;~~

~~€50,000 for Year 5.~~

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RAIDIÓ TEILIFÍS ÉIREANN

Date:

Agreed and Accepted

for and on behalf of TUTTLE PRODUCTIONS LIMITED

Date:

DRAFT

XX March 2020

Private & Confidential

Ryan Tubridy
Tuttle Productions Limited
c/o CMS Marketing
Unit B2 Calmount Office Park
Ballymount
Dublin 12

Re: Agreement between Tuttle Productions Limited and RTÉ

Dear Ryan

I refer to the contract for services between Tuttle Productions Limited and RTÉ dated 1 April 2020 to 31 March 2025 (the “Agreement”) in relation to the services provided by you to RTÉ.

The purpose of this correspondence is to record in writing that in addition to the fees paid by RTE under the Agreement, RTE shall also enter into an agreement with the Sponsor of the Late Late Show that will provide for an additional payment to you of €75,000 per annum for the duration of the Agreement and RTE shall guarantee these payments without deduction and indemnify you in relation to these payments.

RTE shall also commit to engaging with you or your agent in relation to the production of an annual Late Late Show live event and a fair and equitable distribution of the revenue and net profits therefrom.

Yours sincerely

Dee Forbes
Director General

~~9th November 2015~~ 10th March 2020

THIS AGREEMENT is dated the _____ day of _____, 20152020
BETWEEN

1. **RAIDIÓ TEILIFÍS ÉIREANN**, a statutory corporation regulated pursuant to the Broadcasting Act 2009 whose headquarters is located at Montrose, Donnybrook, Dublin 4 (hereinafter called “**RTÉ**”) of the first part; and
2. **TUTTLE PRODUCTIONS LIMITED**, an Irish registered company having an address ~~Drayton Mews, Drayton Close, Monkstown, Co. Dublin e/o CMS Marketing, Unit B2 Calmount Office Park, Ballymount, Dublin 12~~ (hereinafter called “**the Company**”) of the second part.

collectively referred to as “the Parties”.

WHEREAS

1. RTÉ is a public service broadcasting corporation in accordance with the Broadcasting Act 2009.
2. The Company is exclusively entitled to the services of Mr. Ryan Tubridy (“**the Presenter**”).
3. RTÉ wishes the Company to provide the exclusive Services (as hereinafter defined) of the Presenter and programmes by the Presenter to RTÉ on the terms set out in this Agreement.

THE PARTIES NOW HEREBY AGREE AS FOLLOWS

1. Definitions

“**Commencement Date**” means ~~1-September April, 2015~~ 2020.

“**Contract Term**” means five (5) years from the Commencement Date.

“**Radio Show**” means the radio programme currently entitled “*The Ryan Tubridy Show*” or such other radio programme that may be presented by the Presenter.

“**Services**” means the services of the Presenter to be provided under this Agreement as set out in detail in Schedule 1 to this Agreement.

“**TV Show**” means “The Late Late Show” or such other television show that may be presented by the Presenter.

- 1.2 Save as otherwise provided herein, any references in this Agreement to clauses or paragraphs are references to the clauses or paragraphs of this Agreement unless the context otherwise admits or so requires.

- 1.3 Words such as hereunder, hereof and herein and other words commencing with here shall unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular condition hereof.
- 1.4 The headings to the conditions in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 1.5 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, all such counterparts together constituting as one and the same instrument.
- 1.6 Amendments to or modifications of this Agreement may be made only by mutual agreement of all parties in writing, and shall be subject to whatever approvals or appropriate authorities as may be required by law.
- 1.7 This Agreement and all rights and obligations hereunder shall for all purposes be treated and construed as being separate and apart from any other agreement or agreements or any rights or obligations thereunder save only insofar as the express provision requires to the contrary.
- 1.8 The parties hereto enter this Agreement as principals for and on their own behalf.

2. Engagement

- 2.1 The Company is entitled to the ~~exclusive~~ Services and the proceeds thereof of the Presenter throughout the world together with the right to make such Services available to others. ~~Save for clause 6.5.~~
- 2.2 Upon and subject to the terms and conditions hereinafter appearing, RTÉ hereby engages and the Company hereby agrees to procure that the Presenter provides to RTÉ the Presenter's Services in relation to the radio and television programmes to be broadcast and/or transmitted where so ever and by whatsoever means (including without limitation, in any re-edited reformatted or compilation versions) whether now known or hereinafter invented.
- 2.3 The Company shall procure that the Presenter provides the Services (as further set out in Clause 5 below) ~~shall be made available to RTÉ in Republic of Ireland~~ on an exclusive basis (subject to clause 6.5 below) during the Contract Term.
- 2.4 RTÉ shall determine the title of the Radio Show and/or TV Show. The Company acknowledges that RTÉ may consider it appropriate and/or necessary to make changes to the title of the Radio Show and/or TV Show. The Company also further acknowledges that RTÉ may consider it appropriate and/or necessary to make changes to its programme schedule. In the event that any such changes are anticipated, RTÉ shall provide the Company and the Presenter with reasonable notice of such changes and shall consult in advance with the Company and the Presenter in relation to such changes. Notwithstanding the above, the Company acknowledges RTÉ's decision as

communicated by the appropriate Head of Radio Station and/or the Director of Programmes, Television or their respective nominee(s) in relation to any changes under this Clause 2.4 shall be final and the Company and Presenter agree to abide and comply with this decision as long as the changes fall within the parameters of the Services as set out in Schedule 1 hereto.

3. Duration

- 3.1 This Agreement shall commence or shall be deemed to have commenced on the Commencement Date and shall end (for the avoidance of doubt with regard to Services to both radio and television) on 31 ~~August, 2020~~ March 2025 (the "expiry date") when it will terminate without any notice being required. This is without prejudice to either Party's right of earlier termination as provided in Clause 11 of this Agreement.

4. No Employment

- 4.1 For the avoidance of doubt, the Company acknowledges that the Services of the Presenter are being contracted to RTÉ on an independent basis and that the Presenter is not an employee of RTÉ and has no entitlements to employment protections or benefits under statute, contract, common law, or otherwise and the Company undertakes (and procures that the Presenter shall undertake) not to make any employment related claim of any nature against RTÉ during or after this Agreement, under statute, contract, common law or otherwise. Furthermore, the Unfair Dismissals Acts, 1977 – ~~2007~~2015 (or any future legislative amendments to these Acts) shall not apply to the termination of this Agreement.

5. Company's Obligations

- 5.1 Subject to clause 6.5 below, the Company shall procure that the Presenter shall provide the Services, on an exclusive basis to RTÉ in Republic of Ireland, suitable for broadcast ~~by~~ at RTÉ's studios in Donnybrook Dublin 4 ~~or~~ as reasonably required at a location as may be advised to him by the producer or the relevant Divisional Head or nominee. If the Services are to be provided at any location other than the said studios, RTÉ shall consult with the Company and/or the Presenter in advance of such relocation and give good faith consideration to the representations of the Company and/or the Presenter in relation to any such relocation. If the relocation relates to television broadcasting services, the ~~Managing~~ Director of ~~Television Content~~ shall consult with the Company and/or the Presenter. If the relocation relates to radio broadcasting, the ~~Managing Director of Head of Radio 1~~ shall where practicable consult with the Company and/or the Presenter. In the event of any dispute arising in relation to any matter under this Clause 5.1, the decision of the ~~Managing Director Head of Radio 1~~ or ~~Managing~~ Director of ~~Television Content~~ or their respective nominees shall be final.
- 5.2 The Company shall procure that the Presenter shall perform the Services with all due professional care and skill and to the best of the Presenter's ability.

- 5.3 The Company shall procure that in order to enable the Presenter to discharge his role as presenter, the Presenter shall carry out adequate research and preparation and shall attend at all the rehearsals, planning meetings, pre-recordings, and shall participate in all matters concerned and connected with the preparation, production and the broadcast of the Radio Show and TV Show as reasonably required. RTE acknowledge that the Presenter is not responsible for the Budget associated with the broadcast of either the TV or Radio show but he shall be consulted by RTE in relation to same.
- 5.4 The Company shall procure that the Presenter shall comply with the reasonable instructions of RTE given pursuant to the terms of this Agreement.
- 5.5 The Company shall procure that the Presenter shall accept all reasonable editorial instructions of relevant production staff and shall agree that RTE's decision regarding the content of such programmes is final. The Company shall procure that the Presenter shall do everything reasonably in the Presenter's power, and the Company shall do everything in its power to ensure that the programmes will be made as efficiently and economically as may be compatible with first class work and in accordance with the budget and production schedule therefore.
- 5.6 The Company and the Presenter recognise and shall comply with RTE's obligation to produce and broadcast a competitively effective and successful Radio Show and TV Show, supported by appropriate staff and resources. It is further recognised and agreed that RTE must provide a value for money service, to which end the Company and the Presenter shall behave reasonably and show flexibility. RTE will consult with the Presenter before making any ~~material~~ changes to the staffing levels and/or resources being applied to the Radio Show and/or the TV Show. In particular regarding any change to the producer of either show, RTE confirm that they will consult with the Presenter in advance of any such anticipated change, provided that the parties agree and acknowledge that responsibility for staffing and resourcing of the Radio and TV Shows shall rest with the respective RTE editorial managers and any decision of such RTE editorial managers in relation to staffing and/or resourcing of the Radio and TV Shows shall be final.
- 5.7 The Company shall procure that the Presenter shall provide the Services to RTE in accordance with Schedule 1, for a minimum period of forty two ~~one~~ (42 ~~(41)~~ weeks (210 ~~205~~ days) throughout each calendar year of the Contract Term on the terms set out in this clause 5.7 and as further described in Schedule 1. For the purposes of this clause 5 a "week" shall mean five (5) weekdays during any week (Monday to Sunday inclusive). ~~Any radio programme presented pursuant to paragraph 1.2 of Schedule 1 or television programme presented pursuant to paragraphs 2.3 or 2.5 of Schedule 1 shall be in addition to such minimum period and services in relation thereto may be provided on a Saturday, Sunday or Bank Holiday (all Bank Holiday's to be agreed locally with the Head of RTE Radio 1), subject to the agreement of the Company and the Presenter.~~ During each calendar year of the Contract Term, the Presenter shall be entitled not to provide the Services to RTE for fifty five (~~50~~~~55~~) days a maximum aggregate period of ~~ten (10)~~ eleven (11) weeks (prorated for any partial calendar year) and subject to the following:-

- 5.7.1 The Company shall not be required to provide the Radio Services of the Presenter for a block of up to 5 consecutive weeks, the precise timing of which will be agreed between the parties in advance each year following consultation between the Presenter (on behalf of the Company) and RTE at least ~~46~~ weeks in advance of that absence and subject to clauses 5.7.2 and 5.7.6 such leave shall be predominantly taken during the period June/July/August in any contract year.
- 5.7.2 The Company shall further not be required to provide the Radio Services of the Presenter for a period of one week in Spring, one week around the Easter period, one week in Autumn and two weeks around the Christmas period, the precise timing of these periods to be agreed at least 6 weeks in advance of that absence each year following consultation between the Presenter and RTE ~~and subject to Clause 5.7.3 below.~~
- ~~5.7.3 The Company will be required to provide the Services of the Presenter to present the Radio Show on up to four (4) Bank Holidays per Contract Year.~~
- 5.7.4 For the avoidance of doubt, the Presenter shall be required to provide the Services in relation to each episode of the TV Show throughout each season of the TV Show (as described in Schedule 1) during the Contract Term.
- 5.7.5 For the avoidance of doubt the Presenter shall not be required to provide the Services live to RTE in connection with the TV Show on ~~four~~three occasions during the Contract Term provided that he is available for a pre-record for transmission on that date as agreed between the parties. These pre records will include one for transmission on Good Friday, the Country and Western Show and one around Christmas dates to be discussed and agreed at the start of each season. RTE will use its best endeavours to agree one further pre record in each season around Spring or Midterm the exact date of which to be discussed and agreed with the Presenter. ~~, provided that he is available for a pre-record for transmission on that date as agreed between the parties.~~
- 5.7.6 The Company agrees to discuss with and obtain approval from the Head of Radio ~~1 Station~~ and the Director of ~~Programmes, Television Content~~ or their nominee(s) in relation to any proposed absence of the Presenter (i.e. in relation to any weekday(s) on which the Company proposes not to provide the Services of the Presenter) at least six (6) weeks in advance of that absence. If approved, each approved weekday shall count as one of the Company's maximum annual non-service entitlement of fifty ~~five (\$055)~~ days set out above.
- 5.8 The Company shall procure that the Presenter shall exercise reasonable endeavours not do or say anything that could reasonably be expected to bring RTE into disrepute or which would result in a material breach by RTE of any of its legal obligations.

- 5.9 The Company acknowledges (and shall procure that the Presenter shall acknowledge) that RTÉ will handle and manage the press and media relations around the Radio Show and the TV Show (including the Presenter's involvement therein) and the Presenter's work for RTÉ generally and that RTÉ will handle and manage all related press queries and press relations and the Presenter agrees not to make any public announcement or media interview in respect of the Radio Show, the TV Show and/or the Presenter's work for RTÉ generally without the prior approval of RTÉ. The Company also agrees that it shall procure the Presenter's agreement to take part in such promotional activities for the Radio Show and the TV Show and RTÉ as may reasonably be requested by RTÉ. This does not include any activities with sponsors. The Company shall procure that the Presenter agrees to co-operate fully in this regard without any additional payment to the Company. Without prejudice to the generality of the foregoing, the Company agrees to procure the co-operation of the Presenter in providing occasional interviews, including photographic shoots to the RTE Guide during the Contract Term of this Agreement, and to participate in other RTE marketing, publicity and promotional activities as may be agreed between the Company and RTÉ from time to time. The Company agrees to liaise with the Communications Manager of Television and the appropriate Head of Radio Station or their respective nominee(s) to discuss and agree the Presenter's participation in any media interviews on RTE outlets (outside of the Radio and/or TV Shows) or those external to RTÉ, where reasonably practicable in order to ensure strategic management of Presenter publicity at all times.
- 5.10 The Company shall procure that the Presenter shall not, without RTÉ's prior consent voluntarily engage in any hazardous pursuit nor take any risk the taking of which would invalidate or affect any normal policy of insurance on the Presenter's life (which RTÉ may effect but shall not be obliged to effect) in connection with the programmes or which might materially interfere with the performance of the Presenter's Services hereunder. RTÉ agrees to consult with the Presenter before taking out any such insurance.

6. Other Engagements:

- 6.1 The Company acknowledges that the remuneration to be paid under Clause 8 hereof and the nature of the Presenter's commitment to RTÉ for the duration of the Contract Term, in terms of his programme involvement and attendance, is such that the Presenter shall not accept any other professional engagement(s): (i) in radio and television ("**Broadcast Activities**") (save as referred to in clauses 6.2 and 6.5 below); and/or (ii) in the advertising of products or services to the public ("**Advertising Activities**") other than in fulfilment of his obligations under this Agreement. The Company shall procure that the Presenter shall not, during the Contract Term, undertake any promotional or public endorsement engagement or activity for any business, product or service in Ireland ("**Promotional Activities**") without first obtaining the permission of RTÉ pursuant to clause 6.3 below, such permission not to be unreasonably withheld.

- 6.2 Notwithstanding the provisions of clause 6.1 above, as a freelance media personality it is not intended that the Presenter shall be precluded from public appearances, attending charitable events even at short notice, the writing of books and newspaper columns, theatrical engagements, public services promotions on safety and the like, the making of videos for intra mural and non public corporate purposes, or the making of entertainment videos and records (“Professional Services”), provided that such could not reasonably be construed as prejudicial to the Services to be provided under this Agreement. The Presenter shall not be precluded from participation in any radio or television programme produced outside Ireland and the United Kingdom which are not available for reception by terrestrial, satellite or cable distribution in either of those territories (save as set out in clause 6.5 below) or the writing of newspaper columns, provided always of course that such could not reasonably be construed as prejudicial to the Services to be provided under this Agreement.
- 6.3 The Company shall procure that that the Presenter shall meet with the appropriate Head of Radio 1 Station and the Director of Programmes, Television Content or their nominee(s) ~~at least one (1) time every two (2) calendar months~~ at a mutually convenient time and place in order to discuss any forthcoming Broadcast Activities (to the extent permitted by clause 6.2 above), Promotional Activities and/or Professional Services to be undertaken or likely to be undertaken by the Presenter, ~~in the next two (2) calendar month period~~. The ~~Director General Head of Radio 1 Station and the Director of Content Programmes, Television,~~ acting on behalf of RTE shall be entitled to request the Company to procure that the Presenter does not undertake any such Broadcast Activity, Promotional Activity and/or Professional Service if to do so could reasonably be judged as capable of conflicting with RTE’s statutory legal obligations ~~adversely affecting or likely to adversely affect RTE’s commercial interests or public reputation~~. The Company and the Presenter acknowledge and agree that RTE may deem Promotional Activities to include the usage in public by the Presenter of a product and/or benefit (such as a car) offered to and accepted by the Presenter on terms not offered to the general public.
- 6.4 At the Company’s request, the appropriate Head of Radio 1 Station and/or (at RTE’s election) the Director of Programmes, Television Content shall specify to the Company the rationale behind any such request made under clause 6.3. The Company shall be entitled to query any request made under clause 6.3 with the Managing Director Head of RTE Radio 1 and/or (at RTE’s election) the Managing Director of RTE Television Content. The Company acknowledges and agrees that in the event of irreconcilable disagreement as to whether any Broadcast Activities (to the extent permitted by clause 6.2 above), Professional Services or Promotional Activities by the Presenter would be in conflict with RTE’s statutory legal obligations, general policy guidelines as notified in writing to the Company and/or the Services to be provided to RTE, RTE’s decision as communicated by the Director General in his-her role as Editor-in-Chief shall be final and the Company and Presenter agree to abide and comply with this decision. For the purposes of Clause 11 of this Agreement (Suspension and Termination), failure on the part of the Company during the term of this Agreement to comply with a request communicated by

the Director General under this clause 6, following the process described above, may, at RTÉ's discretion, be regarded as a fundamental breach of contract.

- 6.5 RTÉ acknowledges that the Presenter has a relationship with BBC Radio and, subject to prior notification by the Presenter to the appropriate Head of Radio ~~Station~~, agrees to allow the Presenter to continue to provide radio services to the BBC Radio for up to six (6) weeks per Contract Year (no more than ~~three~~ five (5) consecutive weeks), subject to Clause 5.7 above and 10.1 below and provided always that the services are provided during the Contractor's agreed non service periods from RTÉ. For the avoidance of doubt, the Presenter hereby agrees not without RTÉ's approval to provide his broadcasting services to any third party and in particular BBC Radio in or around the Easter week that he is unavailable to provide his Radio and TV services to RTÉ.
- 6.6 The Company shall procure that the Presenter shall undertake at all times: (a) to comply with all broadcasting codes; and (b) to provide the Services in compliance with all broadcasting codes; as same may be amended and updated from time to time provided however that to the extent that anything the Presenter does or refrains from doing at the request of or at the direction of or as may be approved by RTÉ and/or its personnel shall not constitute a breach of this clause. The parties agree that for the purposes of this Clause 6.6 only, "RTÉ and/or its personnel" shall be deemed to include production personnel from the level of producer upwards only (i.e. programme producer, series producer, Head of RTÉ Radio One, Director of Content, ~~the Managing Director of RTÉ Television, the Managing Director of RTÉ Radio~~ and the Director General of RTÉ only).
- 6.7 Where, despite the best efforts of the Presenter, any claim for compensation or any complaint is made against RTÉ arising out of a broadcast by the Presenter, the Company agrees to co-operate fully and willingly with RTÉ in the defence and conclusion of any such claim or complaint and to procure that the Presenter does likewise. Furthermore, the Company agrees that RTÉ shall be entitled to conduct and conclude any such defence in its own name, or in the name of the Company and/or the Presenter, in any manner it, in its sole discretion, sees fit, provided that it keeps the Company advised in relation to any proceedings involving the Company's name and/or the Presenter's name.
- 6.8 The Company shall have regard to the interests of RTÉ in relation to any public or media statement the Presenter may make on the subject of broadcasting or in relation to any public controversy or current public debate generally and shall generally ensure that RTÉ's public standing is not reasonably adversely affected or prejudiced by any of his activities or statements external to those carried out or made pursuant to this Agreement. For the avoidance of doubt and without prejudice to clause 5.9 above, the Company shall, and shall procure that the Presenter shall, discuss all publicity issues related to the Presenter and/or the Services in advance with the Communications Manager of Television and the Communications Manager of RTÉ Radio or their nominee(s), where reasonably practicable.

6.9 The Company shall procure that the Presenter shall comply with all regulations in place from time to time by RTÉ for the conduct of its business and protection and security of its premises and property and for the health, safety and welfare of its staff. All such regulations are deemed to form part of this Agreement, once available to the Company.

7. Obligations of RTÉ

7.1 In return for the observance by the Company of its obligations under Clause 6.7 RTÉ confirms that it will agree to indemnify the Company or Presenter in respect of any liability, costs, damages, or expenses accruing to either of them as a result of any breach by the Presenter or any of the Company's obligations in this regard, where the breach was made inadvertently and in good faith.

7.2 In return ~~of for~~ the Company's observance of its obligations under Clause 5.8 RTÉ agree that it will not do or say anything which might bring the Company or the Presenter into disrepute.

7.3 RTÉ agree that no ~~significant~~ changes would be made to the style, content, scheduling or duration of the Programme(s) presented by the Presenter without meaningful prior consultation between the ~~Managing~~ Director of RTÉ ~~Television Content~~ or ~~Managing Director~~ the Head of Radio 1 as appropriate (or their nominee(s)) and the Presenter. In this regard, the Parties agree that RTÉ's decision in relation to any such matter following such consultation shall be final and the Company shall procure that the Presenter shall abide by any such decision.

7.4 RTÉ will endeavour to embark on a cross platform promotional campaign including, but not limited to, radio, television and online (in consultation with the Presenter) for the Programmes. Promotion of the programme (s) as determined by RTÉ shall be continued for the duration of this contract.

8. Fees

8.1 Subject to the procurement by the Company of the Presenter's due compliance with all of the obligations which the Company agrees to procure that the Presenter shall comply with hereunder and as full and final consideration for the provision by the Company to RTÉ of the ~~Presenter's~~ Services and for all rights assigned and consents and waivers granted and given by the Company and/or the Presenter to RTÉ hereunder, including without limitation in and to the products of the Presenter's Services, RTÉ agrees to pay to the Company ~~the following fees €440,000~~ gross per Contract Year without any deduction (save withholding tax) plus VAT to be invoiced on a monthly basis:-

~~Year 1 – €495,000~~

~~Year 2 – €495,000~~

~~Year 3 – €545,000~~

~~Year 4 – €545,000~~

~~Year 5 – €545,000~~

~~In addition to the fees set out herein, RTÉ shall pay the Company a fee of €120,000 (plus VAT) on the conclusion of the contract (31st August 2020) PROVIDED THAT this Agreement continues in force and the Services are provided to RTÉ hereunder and that this Agreement is not subject to any earlier termination or expiry by agreement between the parties or otherwise.~~

Each invoice submitted by the Company shall list all Programme episodes relevant to such invoice.

- 8.2 The fees shall be paid in instalments in equal calendar monthly instalments in arrears within thirty (30) days of receipt by the RTÉ People Payments, RTÉ Group Finance (or such other department of RTÉ as may be notified by RTÉ to the Company in writing in advance from time to time) of a valid undisputed invoice.
- 8.3 The Company shall be entitled to appropriate travel and subsistence expenses as authorised by RTÉ in respect of attendance by the Presenter on location work away from the premises of RTÉ currently at Donnybrook, Dublin 4. Such expenses must be authorised in advance by RTÉ, where it is practicable to seek such permission in advance. Such expenses shall be invoiced at the standard RTÉ Travel and Subsistence rates as updated from time to time by RTÉ.
- 8.4 For the avoidance of doubt, the Company shall not be paid any fees in respect of any period in which the Presenter has not provided the Services for whatever reason, including sickness, incapacity, holidays or other commitments.

9. Copyright

- 9.1 The Company hereby warrants to RTÉ that it has secured the assignment by the Presenter of sufficient copyright and related rights (to include moral rights) in the work of the Presenter to enable it to make the assignments and grants to RTÉ contained in this section of the Agreement. The Company further warrants to RTÉ that in making the grant of related rights and waiver of moral and performers' rights set out below it does so for and on behalf of the Presenter as his duly authorised agent in that regard. The Company hereby irrevocably indemnifies RTÉ in respect of all and any costs, damages and expenses RTÉ may incur arising directly or indirectly from a breach of the foregoing warranties by the Company. The Company agrees as follows:
- 9.2 The Company acknowledges on its own behalf and on behalf of the Presenter that RTÉ owns the copyright to and all other rights of any kind in and to all tape, audio and audio visual recordings and photographs arising in full or in part from the Services herein for the full period of copyright including any renewals or reversions thereof. RTÉ shall be entitled to broadcast or otherwise exploit any such material. The Company acknowledges on its own behalf and on behalf of the Presenter that copyright in the radio and television programmes presented by the Presenter pursuant to this Agreement shall vest solely in RTÉ for the full period of copyright including any renewals or reversions thereof. The Company assigns to RTÉ all copyright and all other

rights in and to all products of the Presenter's Services hereunder including without limitation all performances and literary, dramatic, artistic and musical material contributed by the Presenter to the programmes. RTÉ shall have full rights without further payment to the Company or the Presenter to broadcast the radio and television programmes referred to in this Agreement or cause the same to be broadcast, transmitted or otherwise made available throughout the world without limitation in any or all media whether now known or hereinafter invented or to otherwise deal with the said programmes as RTÉ may at its sole discretion determine.

- 9.3 The Company on its own behalf and on behalf of the Presenter hereby assigns to RTÉ all rental and lending rights which the Presenter may have in relation to the programmes presented by the Presenter pursuant to this Agreement and the products of the Presenter's Services and the Company hereby confirms that the payments set out in Clause 8 include fair and equitable remuneration in respect of any rights (including without limitation any rental and lending rights) that the Company may have in relation to the programmes or the products of the Services provided by the Presenter hereunder and the Company agrees that no further payments shall be made to the Company or the Presenter nor shall the Company or the Presenter make any claim against RTÉ for any such further payment.
- 9.4 The Company on its own behalf and on behalf of the Presenter hereby irrevocably grants and procures that the Presenter shall irrevocably grant to RTÉ throughout the world all performers rights and rights related thereto (as defined in Part III of the Copyright and Related Rights Act, 2000 to include any future legislative amendments to that Act or otherwise to the extent permitted by law) in relation to the Presenter's contributions to the aforementioned programmes to enable RTÉ to make the fullest use of the products of the Services provided by the Presenter hereunder.
- 9.5 The Company hereby procures that the Presenter shall unconditionally and irrevocably waive, for the full duration thereof, the benefits of any provision of copyright law known as "moral rights" (as defined in the Copyright and Related Rights Act, 2000 to include any future legislative amendments to that Act or otherwise to the extent permitted by law) that may vest in the Presenter in respect of any work created by him in pursuance of this Agreement to the greatest extent permissible under current or future Irish law provided that it is acknowledged that the Presenter shall be credited in a manner reflecting the Services being provided hereunder in all radio and television programmes.
- 9.6 The Company hereby procures that the Presenter shall unconditionally and irrevocably waive, for the full duration thereof, all moral rights in relation to performers rights (as defined in Part IV of the Copyright and Related Rights Act, 2000 to include any future legislative amendments to that Act or otherwise to the extent permitted by law) that may vest in the Presenter in respect of any work created by him in pursuance of this Agreement to the greatest extent permissible under current or future Irish law.
- 9.7 Notwithstanding the provisions of Clauses 9.1, 9.2, 9.3, 9.4 and 9.5, RTÉ acknowledges that the Company (and/or the Presenter) shall be entitled to use

(i) the Presenter's forename and/or surname; (ii) subject to the prior approval of the Managing Director of Radio or her nominee, his forename and/or surname in conjunction with any other word including the name of the Radio Show; (iii) subject to the prior approval of the Managing Director of Radio or her nominee, any titles, mottos, catchphrases, characters, logos, designs, formats or concepts developed solely by the Presenter in the context of the Radio Show prior to or during the provision of the Services pursuant to this Agreement as part of the Presenter's business (or the Presenter's personal ongoing broadcasting career) provided that such concepts and formats are not used in connection with any radio or television broadcasting save exclusively for RTÉ during the Contract Term. To the extent that copyright in same vests in RTÉ, RTÉ hereby grants a non-exclusive licence to the Company to use any such mottos, catchphrases, characters, logos, designs, formats, or concepts as are developed by others for the Presenter during the provision of the Services (solely in connection with the Radio Show) pursuant to this Agreement after the end of the Contract Term or any extension thereof for the full period of copyright and any renewals or extensions thereof provided always that the Company agrees and undertakes that any rights licensed hereunder shall not affect in any way whatsoever RTÉ's ability to exploit the programmes provided hereunder as RTÉ may be in its sole discretion decide for the entire period of copyright including any renewals and extensions as set out at Clause 9.1 above. For the avoidance of doubt this Clause 9.7 does not apply to the TV Show or to any titles, mottos, catchphrases, characters, logos, designs, formats or concepts developed by the Presenter in the context of the TV Show at any time and the Presenter shall be entitled to his forename / surname in conjunction with any word including the name of the TV show and any titles, mottos, catchphrases, characters, logos, designs, formats or concepts developed solely by the Presenter in the context of the TV Show prior to or during the provision of the Services pursuant to this Agreement as part of the Presenter's business-

- 9.8 RTÉ further acknowledges that the Presenter, in his arrangements with the Company, has reserved to himself all rights and rights to register any intellectual property rights as may exist in his forename and/or surname by themselves and in conjunction with other words including the name of any show presented by him which contains his name and has irrevocably licensed such rights to the Company which, so far as necessary in order to provide the Services under this Agreement, hereby sub-licences such rights to RTÉ for the Contract Term or any extension thereof on an exclusive basis in respect of the Services provided hereunder and further agrees to sub-license such rights to RTÉ on a non-exclusive perpetual basis in respect of the radio and television programmes produced hereunder following expiry of the Contract Term. For the avoidance of doubt this Clause 9.8 does not apply to the TV Show.
- 9.9 Subject to the Company's agreement, RTÉ, its assignees, licensees and agents may use the Presenter's name, voice, likeness, photograph and biographical information in any programme or production with which the Presenter may be associated under this Agreement, and in any advertising, publicity, promotion or exploitation relating to such production in all media including, but not limited to the RTÉ Guide (or equivalent) or the RTÉ website. The Company agrees that it shall, and shall procure that the Presenter shall, co-operate fully

in this regard without any additional payment to it/him ~~provided however that RTÉ shall as far as practicable consult with the Company and take on board where reasonably practicable the Presenter's views in respect of the use of the Presenter's name and/or likeness in any promotional material about the programmes presented by him.~~ RTÉ acknowledges and agrees that the Presenter's name, likeness or his performance shall not be used so as to endorse a product or service (other than RTÉ itself) without his prior written consent. Notwithstanding the foregoing RTÉ shall have the sole right, at RTÉ's absolute discretion, subject to prior consultation with the Company, to arrange for sponsorship of any nature (including but not limited to broadcast and/or in-show prize sponsorship) in respect of the Radio Show and/or TV Show and to determine the suitability or otherwise of any proposed programme sponsor. The Company shall procure that the Presenter shall, subject to the Presenter's agreement in each case, undertake and participate in such publicity and promotional activities in respect of any such programme sponsor as may be requested by RTÉ from time to time provided that any terms agreed between the programme sponsor and the Presenter and/or the Company in relation to such publicity and promotional activities shall be subject to RTÉ's prior approval.

- 9.10 RTÉ agrees that all outtakes (i.e. material recorded for but then edited out prior to the broadcast or other transmission of the programme for which it was recorded) of the Presenter shall not be used without the prior consent of the Company in any other broadcasts.

10. Warranties

The Company hereby warrants, represents and undertakes to RTÉ that:

- 10.1 The Company is free to enter into this Agreement and to provide the Services of the Presenter to RTÉ and has not entered nor will enter into any professional or other commitment which would or might conflict with the full and due rendering of the Presenter's Services hereunder.
- 10.2 The products of the Services provided by the Company and/or the Presenter hereunder (save to the extent that they incorporate material made available to the Company or the Presenter by RTÉ or on RTÉ's behalf) will to the best of the Presenter's knowledge, information and belief be wholly original to the Company and/or the Presenter and shall not infringe the copyright or any other rights of any third party.
- 10.3 The Company shall use all reasonable endeavours and the Company shall procure that the Presenter shall use all reasonable endeavours to ensure that the programmes do not incorporate any defamatory matter, nor contain any breach of contract, privacy or duty of confidence, nor constitute contempt of court nor breach any provisions of any statute or any regulations made thereunder.
- 10.4 The Company is and shall remain and the Presenter is and shall remain a 'qualified person' within the meaning of the Copyright and Related Rights Act, 2000 or any modification, replacement or re-enactment thereof.

- 10.5 The rights hereby granted and assigned are vested in the Company absolutely and the Company has not previously assigned licensed or in any way encumbered the same (save as provided for in Clause 9.7 above) so as to derogate from the grant and assignment hereby made nor will the Company so assign, license or encumber the same.
- 10.6 The Presenter is not now, nor has at any time been to the best of his knowledge, information and belief, subject to or suffering from any disability which will in a material way prevent him from rendering the Services hereunder. For the purposes of this Agreement 'disability' shall mean any injury, ailment or incapacity which will materially adversely affect the Presenter's ability or suitability to render any of the Services.

11. Suspension

- 11.1 RTÉ shall be entitled by reasonable notice in writing to the Company to suspend the Company's engagement and thus the Presenter's Services under this Agreement with immediate effect on the happening of any of the following events:
- 11.1.1 if the Company fails, refuses or neglects to perform any of its obligations hereunder or fails to procure that the Presenter performs any of his obligations hereunder or is otherwise in material breach of any of its obligations, undertakings or warranties to RTÉ herein and has not remedied any such failure, refusal, neglect or breach within ~~fourteen~~ twenty one (21+4) days of being called upon in writing (with details of the failure, refusal, neglect or breach set out in the said notice) to do so;
- 11.1.2 if production of the programmes is prevented, interrupted or delayed by any cause outside of RTÉ's control (including but not limited to) fire, or war, act of God, ~~strike, lock-out, labour conditions, (except where solely restricted to employees of RTÉ)~~ judicial order or enactment, incapacity or death.
- 11.1.3 if the Presenter commits any serious act of misconduct or neglect or commits or is charged with any serious criminal offence whether or not in connection with the provision of his Services hereunder which might in the reasonable opinion of RTÉ given in writing bring the Presenter or RTÉ into public disrepute or materially affect the performance of the Services hereunder;
- 11.1.4 if the Presenter commits any act or does or neglects to do anything which in the reasonable opinion of RTÉ given in writing brings RTÉ into disrepute that RTÉ deems incapable of remedy.
- 11.2 Suspension of the engagement shall have the following effect:

- 11.2.1 it will last as long as the event giving rise to it plus such further period as RTE may reasonably require to resume using the Presenter's Services or until the Agreement is terminated;
- 11.2.2 whilst it lasts, fees and payments shall cease to fall due and if the Suspension is in excess of ~~one~~two months either of the Parties have a right to terminate the contract.;
- 11.2.3 the Company shall continue during suspension to comply with its obligations under this Agreement and shall not without RTE's consent agree to provide the Presenter's Services to any other person during the continuance of the suspension;
- 11.2.4 the Company and the Presenter shall be entitled by notice in writing to the other party to terminate this Agreement in the event that a period of suspension of this Agreement pursuant to clause 11.1.2 above exceeds ~~one~~two months.
- 11.2.5 for the purpose of Clause 11.3 below (Termination), it is agreed that the inability of the Company to provide the services of the Presenter beyond an initial ~~(24)~~ one~~two~~ month period of suspension, or (where applicable) any extension of that period, may, at RTE discretion, be regarded as of a material breach of this agreement.

TERMINATION

~~11.3 Either Party shall be entitled to terminate this Agreement by giving 4 weeks' notice in writing to the other side in the event of a fundamental breach of any of the terms of this Agreement which breach is either incapable of remedy or where capable of remedy has not been remedied despite reasonable request having been made in writing by the other Party to the Party in breach to do so.~~

- 11.4 Without prejudice to its rights under Clause 3 RTE may (whether or not it has suspended the engagement for same or another reason) by notice in writing terminate this Agreement with immediate effect during the Contract Term if the Company or the Presenter;
- 11.4.1 if the Company fails, refuses or neglects to perform any of its obligations hereunder or fails to procure that the Presenter performs any of his obligations hereunder or any related duties reasonably and properly required of the Presenter under this Agreement and has not remedied any such failure, refusal or neglect within ~~fourteen~~twenty one (~~21~~44) days of being called upon in writing (with such details of such failure, refusal or neglect set out in the said notice) to do so;
- 11.4.2 if the Presenter is absent due to illness or incapacity for a period in excess of ~~fourteen~~twenty one (~~21~~44) days in aggregate in any one (1) rolling 12 month period of the Contract Term where such absences are not covered by a medical certificate from a duly qualified medical practitioner or in excess of five (5) months in the aggregate in any one (1)

rolling 12 month period of the Contract Term where such absences are covered by a medical certificate;

11.4.3 if the Presenter shall become guilty of any serious act of misconduct or neglect or any criminal offence (other than a minor road traffic offence) whether or not in connection with the provision of his Services hereunder which might in the reasonable opinion of RTÉ given in writing bring the Company, the Presenter or RTÉ into public disrepute or materially affect the performance of the Presenter's Services hereunder;

11.4.4 if the Company and/or the Presenter shall commit any act or do or neglect to do anything which in the reasonable opinion of RTÉ given in writing brings RTÉ into disrepute; or

11.4.5 if the Company or the Presenter enters into bankruptcy or liquidation (other than for the purposes of reconstruction without insolvency) or makes any composition with its creditors or have an administrator or administrative receiver appointed over all or part of its undertaking or assets.

11.5 On termination of the Company's engagement on any of the foregoing grounds, RTÉ shall pay to it the fees and expenses due under this Agreement up to the date of the commencement of the event giving rise to termination or to suspension or the expiry of any written notice as applicable. RTÉ and the Company shall remain entitled to enforce any claim against the other arising from breach of this Agreement which may have occurred before termination.

12. Company Undertaking

12.1 The Company undertakes to use its ~~best~~ reasonable endeavours to ensure that no action taken by the Presenter in the course of performing his duties under this Agreement shall incur any legal liabilities to RTÉ and it further undertakes to provide the Presenter's Services in a proper, loyal and efficient manner for the duration of the Contract Term.

13. Assignment

13.1 The Company shall not be entitled to assign the benefit of this Agreement and the Presenter's Services hereunder to a third party.

14. Confidentiality

14.1 The Company acknowledges and agrees that in the discharge by RTÉ of its obligations and duties as a public service broadcaster, RTÉ may be required to disclose and/or RTÉ may consider that it is appropriate and/or necessary to disclose details of this Agreement in particular with regard to the provisions of Clause 8. The Company acknowledges and agrees that neither the Company nor the Presenter shall object to the disclosure by RTÉ of such information and

such disclosure shall not constitute a breach by RTÉ of the provisions of this Agreement.

- 14.2 The Company acknowledges and agrees that aside from the provisions of Clause 14.1 above, RTÉ may be specifically obliged or required by an act of legislation or by the provisions of a Court Order to disclose details of this Agreement and the Company and the Presenter acknowledges that such disclosure by RTÉ shall not constitute a breach by it of the provisions of this Agreement. Prior to any such disclosure, RTÉ agrees to advise the Presenter so that the Presenter is aware when any specific disclosure of the contents of the Agreement are going to be made and there are good faith discussions with the Presenter about how this may be handled.
- 14.3 The Company agrees and the Company shall procure the Presenter's agreement and RTÉ hereby agrees that (save as provided in Clauses 14.1, 14.2 above), neither the Company or the Presenter or RTÉ shall either prior to during or after the Contract Term, divulge, publish or reveal to any person, firm or company, any information whatsoever concerning the business, organisation, finances, dealings, transactions or affairs or the relationship between the Company and the Presenter on the one hand and RTÉ on the other hand (including in particular but not in any way limited to the terms of this Agreement or of any former agreements or arrangements between the Company and/or the Presenter and RTÉ) and RTÉ, the Presenter and the Company shall use their best endeavours to prevent the disclosure or publication of any such matter by others and shall keep with complete secrecy all confidential information entrusted to each of them, their officers, servants or agents and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company and/or to the Presenter and/or RTÉ or any of their businesses or may be likely to do so.
- 14.4 ~~The Company, on behalf of the Presenter hereby consents to RTÉ processing personal data and sensitive data in relation to the Presenter as reasonably required by RTÉ in relation to the Services provided by the Presenter and the obligations of RTÉ hereunder. The Company acknowledges and agrees on behalf of itself and the Presenter at all times to comply with the provisions of the Data Protection Act 1998 to 2003 (as amended and/or replaced) when handling information concerning RTÉ's employees, contractors and viewers/listeners. For the purposes of the General Data Protection Regulation and Data Protection Acts 1988-2018, as may be amended or updated from time to time ("Data Protection Law"), the Company hereby confirms that the Presenter acknowledges and agrees to RTÉ holding and processing such personal data (including without limitation special categories of personal data) of the Presenter as reasonably required by RTÉ in relation to the Services provided by the Presenter and the obligations (including statutory obligations) of RTÉ hereunder in accordance with the RTÉ Privacy Policy, a copy of which is available at <https://www.rte.ie/about/en/policies-and-reports/policies-guidelines/2012/0417/317440-rte-privacy-statement/>. The Company shall ensure that the Presenter acknowledges and agrees at all times to maintain confidentiality and comply with the provisions of the Data Protection Law when handling information concerning RTÉ's staff.~~

suppliers/customers/audience and/or contributors. Unauthorised access and/or disclosure by the Company of any personal data relating to others may result in the termination of the Services. For information on data subject rights, the Company can refer to the RTE Data Protection Individual Rights Guide, a copy of which is available at <https://www.rte.ie/about/en/policies-and-reports/policies-guidelines/2012/0417/317412-rte-data-protection-policy/>.

15. Status & Tax Liabilities

15.1 The Company acknowledges that, as an independent company, it is responsible for complying with the rules relating to payment of Irish income tax and making the appropriate declaration of any payments received by him from RTE to the Revenue Commissioners. The Company also acknowledges that it is responsible for making its own tax returns and for paying any taxes due in respect of payments made to it under this Agreement by RTE and the Company undertakes to produce evidence of such payments to RTE.

15.2 The Company hereby indemnifies and agrees to keep indemnified RTE in respect of any claims that may be made against RTE in respect of any tax or PRSI or similar contributions due as a result of payments made to the Company for the services of the Company and/or Presenter hereunder.

15.3 On execution of this Agreement the Company shall provide RTE with documentary evidence of the self-assessed taxation status of the Presenter, such evidence to include his up to date Schedule D number or tax clearance certificate and any such other written evidence as satisfies or is requested by RTE. Such documentary evidence to include:

- (a) The Company's VAT Number; and
- (b) The Company Tax Clearance Access Number.

15.4 The Company acknowledges that no payment will be made by RTE to the Presenter until such documentation has been received. For the purposes of Clause 11 of this Agreement (Termination & Suspension), failure on the part of the Company to provide RTE with documentary evidence of the self-employed status of the Presenter as described in this clause 15.4 within 3 months of the Commencement Date shall be regarded as a material breach of contract by the Company giving rise to a right of termination on the part of RTE.

16. Miscellaneous

16.1.1 This Agreement constitutes the entire understanding and agreement of the parties concerning the subject matter hereof and is in substitution for and supersedes all previous discussions, understandings and agreements or arrangements whether oral or written between RTE and the Company concerning the procurement of the Presenter's Services and the terms and conditions of the procurement of the Presenter's Services.

16.2 The Company acknowledges that, as an independent company, it is responsible for making its own tax returns and for paying any taxes due in

Commented [JO1]: We need to allow for the enforceability of the side letters and Sponsor Agreement. Can we just remove this clause?

~~respect of payments made to it under this Agreement by RTE and the company undertakes to produce evidence of such payments to RTE on request. The Company hereby indemnifies and agrees to keep indemnified RTE in respect of any claims that may be made against RTE in respect of any tax or PRSI or similar contributions due as a result of payments made to the Company for the Presenter's Services hereunder.~~

~~16.5.2.3~~ References to persons shall include references to unincorporated associations, to the singular shall include references to the plural and to the masculine shall include references to the feminine and vice versa.

~~15.4.16.3~~ This Agreement shall not be deemed to create any partnership, joint venture or employment relationship between the parties nor shall the Company hold the Company or the Presenter out as an agent of RTE.

~~15.5.16.4~~ The Company acknowledges that nothing in this Agreement imposes any obligation on RTE to broadcast or exploit any programme in respect of which the Presenter provides the Services under this Agreement and the Presenter waives any claim for loss of publicity or opportunity or any claim of a similar nature. However non broadcast shall not in itself constitute valid grounds on which to decline to pay any fees due to the company under this Agreement.

~~15.6.16.5~~ Any waiver of any breach of, or default under, any of the terms of this Agreement by RTE shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

~~15.7.16.5~~ This Agreement may only be amended modified or waived by mutual agreement in writing signed by each party.

~~17.46.~~ Notices

~~16.17.1~~ Any notice required to be given to RTE or the Company under this Agreement shall be in writing and served upon the addressee at such email or postal address as it may notify to the other party for such purpose and if none at the addressee's address stated at the head of this Agreement with copies to the Presenter by prepaid registered post or by personal delivery at any place or by facsimile transmission or email and shall be deemed to have been given if delivered at any place or by the time of delivery and if posted forty eight (48) hours (excluding Saturdays, Sundays and bank holidays) after posting and if sent by facsimile transmission on the addressee's business day next following the day of transmission.

~~17.18.~~ Severability

~~17.18.1~~ If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated. In the event of an invalidity so fundamental as to prevent the accomplishment of the purpose of this

Agreement, the parties shall immediately commence negotiations in good faith to remedy that invalidity, whilst achieving the purpose of this Agreement.

| ~~1819.~~ **Jurisdiction**

| ~~1819.1~~ This agreement shall be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction to hear all matters arising out of or in connection with this Agreement.

SCHEDULE 1 SERVICES

The Company shall procure that the Presenter shall provide the following Services:

1. Radio Services:

- 1.1 Present the radio programme assignment, "*The Ryan Tubridy Show*" (or such other primetime show as may be advised following meaningful consultation with the Presenter) for up to a maximum of ten (10) ~~five (5)~~ hours per week for forty ~~two-one (4241)~~ weeks (210205 weekdays) during the Contract Year including regular programme Outside Broadcasts as required, or any other comparable programme assignment as reasonably directed by the Managing Director of Radio or his/her nominee(s) following meaningful consultation with the Presenter.
- 1.2 The Radio Show is currently scheduled five (5) hours per week between the hours of 9am – 10am, Monday to Friday inclusive.
- ~~1.3 If required, self operate (comp op) the Radio Show or other comparable programme, on a daily basis and other programme assigned from time to time as appropriate.~~
- 1.4 If required, return logs of all music, used or commissioned in the Radio Show.
- 1.5 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- 1.6 In exceptional circumstances the show may be pre-recorded by mutual agreement between the parties in advance.

2. TV Services:

- 2.1 Present up to thirty eight (38) episodes per annum of "*The Late Late Show*" or an equivalent programme of approximately one hundred and twenty (120) minutes duration per episode, as determined by the Director of Content, or his nominee. The TV Show is generally scheduled between 21:30pm and 11:30pm and it is hereby agreed that RTÉ will use its best endeavours to ensure that the Show finishes at 11.30pm save for exceptional circumstances where the Presenter agrees in advance except from 1 September to 31 December each year where this may not be possible, of "*The Late Late Show*" or an equivalent programme of approximately one hundred and twenty (120) minutes duration per episode, as determined by the Director of Programmes, Television or his/her nominee. The Company and the Presenter hereby agree that the Presenter shall present any "special programmes" of the TV Show that may overrun the normal two (2) hour duration of the TV Show provided that total overruns per season of the TV Show shall not exceed three (3) hours in aggregate. Television management undertake to consult in a meaningful way with the Company and/or the Presenter regarding any significant changes to The Late Late Show, or any move to a new programme. At RTÉ's discretion It is agreed that up to ~~two (2)~~ four (4) TV Shows in any season may be pre-

recorded. All episodes of the Late Late Show shall be broadcast weekly on a Friday during any one programme season unless otherwise scheduled by RTÉ.

2.2 It is agreed that the Presenter will not be obliged to provide his TV services ~~for on four~~^{three} occasions during the Contract Term provided that he is available for a pre-record for transmission on that date as agreed between the parties. ~~These pre records will include one for transmission on Good Friday, the Country and Western Show and one other date around Christmas. RTÉ will use its best endeavours to agree one further pre record in each season around Spring or Midterm the exact date of which to be discussed and agreed with the Presenter.~~ This is subject to the Presenter undertaking not to provide his Services to any third party and in particular BBC Radio during ~~this Easter period of these~~ non service days. Arrangements in relation to any pre-recorded programmes ~~for transmission on Good Friday~~ are to be agreed in good faith between the Parties at that time.

~~2.3 Present up to three (3) additional television programme "one-offs or specials" per annum (or four (4) in years where there are 37 Late Late Shows in a season), such programmes to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter.~~

~~2.3.4~~ To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.

~~2.5 Subject to the availability of the Presenter and subject to the prior consultation and agreement with the Managing Director of TV, the option of a further series, or series' of up to eight (8) programmes, with a duration of up to fifty two (52) minutes each, such series to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter. In considering whether the Presenter shall be available for additional TV Services requirements, the requirements of the Radio Services shall be taken into account.~~

All services additional to those set out in this Schedule 1 will incur additional fees, exact projects and fees to be negotiated and agreed between RTÉ and the Presenter.

RTÉ shall provide the ~~Company~~ Presenter with office equipment including a PC, mobile telephone, desk and recording equipment as required for the purposes of providing the Services hereunder.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein **WRITTEN**

SIGNED for and on behalf of
RAIDIÓ TEILIFÍS ÉIREANN

In the presence of

Witness:

Name:

Address:

SIGNED for and on behalf of
TUTTLE PRODUCTIONS LIMITED

In the presence of

Witness:

Name:

Address:

PAC 05 - Email RTÉ to NKM - 20 March 2020

From: [REDACTED]
Sent: Friday 20 March 2020 17:34:57
To: [REDACTED] Noel
Cc: Breda O'Keeffe [REDACTED]
Subject: Re: RT

Thanks [REDACTED]
Strange days indeed.
I'll review this and maybe we could talk Monday afternoon?
Enjoy a weekend [REDACTED]!!

RTÉ Solicitors' Office
Donnybrook, Dublin 4

[REDACTED]
From: [REDACTED]@nkmanagement.ie>
Sent: Friday, March 20, 2020 4:44:18 PM
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]@rte.ie>
Subject: RE: RT

Hi [REDACTED]
I hope you're keeping well during these very strange times.
I have attached an amended version of the contract with tracked changes.
I have attached a side letter in relation to the commercial arrangement.
We have made some changes to the side letters regarding the guarantee and the amendments to the current contract.
Let me know if you would like a call to go through any of the attached?
Have a lovely weekend.
Kind regards,

[REDACTED]
THE WHO'S WHO OF CELEBRITY TALENT
NK
Management

[REDACTED]
W: www.nkmanagement.ie

Noel Kelly Agent For:

Ryan Tubridy Radio - TV Broadcaster, Columnist and Author
Joe Duffy Radio - TV Broadcaster, Columnist and Author
Claire Byrne Radio - TV Broadcaster
Dave Fanning Radio - TV Broadcaster, Columnist and Author
Pat Kenny Radio - TV Broadcaster and Columnist
Baz Ashmawy Radio - TV Broadcaster and Columnist **From the SKY hit show 50 Ways to Kill Your Mammy**
Doireann Garrihy Radio - TV Broadcaster and Social Media Personality

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[CMS Marketing](#)

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From: [REDACTED]@rte.ie>

Sent: 10 March 2020 16:23

To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>

Cc: Breda O'Keefe <Breda.okeefe@rte.ie>; [REDACTED]@rte.ie>

Subject: RT

RTÉ Solicitors' Office

Dear Noel and [REDACTED]

I attach for your attention the draft contract and the two side letters discussed and agreed in relation to this matter. The sponsorship agreement will be handled by our Commercial team and will agreed separately to these documents.

I trust you will be back to me once you have had a chance to review and discuss with your client. Kind regards .

RTÉ

RTÉ Solicitors' Office

Donnybrook, Dublin 4

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PAC 05 - Email RTÉ to NKM - 31 March 2020

From: [REDACTED]
Sent: Tuesday 31 March 2020 10:30:41
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: RT

Hi [REDACTED]
Just got comments back from Jim last night so will be black to you this week.
Hope all well with [REDACTED]
Kind regards
[REDACTED]

RTÉ Solicitors' Office
Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>
Sent: Tuesday, March 31, 2020 10:27:10 AM
To: [REDACTED]@rte.ie>
Subject: RE: RT

Morning [REDACTED]
I hope you're keeping well!
Just checking in to see if you have any update on Ryan's contract please?
Thanks
[REDACTED]

From: [REDACTED]@rte.ie>
Sent: 23 March 2020 16:32
To: [REDACTED]@nkmanagement.ie>
Subject: Re: RT

Hi [REDACTED]
Need to speak with clients but will come back to you as soon as possible.
[REDACTED]

RTÉ Solicitors' Office
Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>
Sent: Monday, March 23, 2020 2:22:07 PM
To: [REDACTED]@rte.ie>
Subject: RE: RT

Hi [REDACTED]
[REDACTED]
Let me know when suits you to run through the contract?
Thanks,
[REDACTED]

From: [REDACTED]@rte.ie>
Sent: 20 March 2020 17:35
To: [REDACTED]@nkmanagement.ie>; Noel <Noel@cmsmarketing.com>

Cc: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]@rte.ie>

Subject: Re: RT

Thanks [REDACTED]

Strange days indeed.

I'll review this and maybe we could talk Monday afternoon?

Enjoy a weekend [REDACTED]

RTÉ Solicitors' Office

Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>

Sent: Friday, March 20, 2020 4:44:18 PM

To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>

Cc: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]@rte.ie>

Subject: RE: RT

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Kind regards,



W: www.nkmanagement.ie

Noel Kelly Agent For:

Ryan Tubridy Radio - TV Broadcaster, Columnist and Author

Joe Duffy Radio - TV Broadcaster, Columnist and Author

Claire Byrne Radio - TV Broadcaster

Dave Fanning Radio - TV Broadcaster, Columnist and Author

Pat Kenny Radio - TV Broadcaster and Columnist

Baz Ashmawy Radio - TV Broadcaster and Columnist **From the SKY hit show 50 Ways to Kill Your Mammy**

Doireann Garrihy Radio - TV Broadcaster and Social Media Personality

Donncha O'Callaghan Radio and TV Broadcaster and Former Irish International Rugby Player

Nancy Ashmawy TV Broadcaster **From the SKY hit show 50 Ways to Kill Your Mammy**

Kathryn Thomas Radio - TV Broadcaster, Columnist and Author

Conor Moore Impressionist, TV and Radio Broadcaster

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From: [REDACTED]@rte.ie>

Sent: 10 March 2020 16:23

To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>

Cc: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]@rte.ie>

Subject: RT

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Dear Noel and [REDACTED]

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Donnybrook, Dublin 4

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PAC 05 - Email NKM to RTÉ - 31 March 2020

From: [REDACTED]
Sent: Tuesday 31 March 2020 10:39:21
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: RT

Thanks [REDACTED]
Thankfully we're all well – how about all of you?

[REDACTED]
Thanks,

[REDACTED]
From: [REDACTED]@rte.ie>
Sent: 31 March 2020 10:31
To: [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>
Subject: Re: RT

Hi [REDACTED]
Just got comments back from Jim last night so will be black to you this week.
Hope all well with you [REDACTED]
Kind regards.

[REDACTED]
RTÉ Solicitors' Office
Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED]@nkmanagement.ie>
Sent: Tuesday, March 31, 2020 10:27:10 AM
To: [REDACTED]@rte.ie>
Subject: RE: RT

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[REDACTED]
From: [REDACTED]@rte.ie>
Sent: 23 March 2020 16:32
To: [REDACTED]@nkmanagement.ie>
Subject: Re: RT

Hi [REDACTED]
Need to speak with clients but will come back to you as soon as possible.

[REDACTED]
RTÉ Solicitors' Office
Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED]@nkmanagement.ie>

Sent: Monday, March 23, 2020 2:22:07 PM

To: [REDACTED]@rte.ie>

Subject: RE: RT

Hi [REDACTED]

How was [REDACTED]

Let me know when suits you to run through the contract?

Thanks
[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 20 March 2020 17:35

To: [REDACTED]@nkmanagement.ie>; Noel <Noel@cmsmarketing.com>

Cc: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]@rte.ie>

Subject: Re: RT

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Donnybrook, Dublin 4
[REDACTED]

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Sent: Friday, March 20, 2020 4:44:18 PM

To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>

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Have a lovely weekend.

Kind regards,
[REDACTED]



T: [REDACTED]

M: [REDACTED]
[REDACTED]

W: www.nkmanagement.ie

Noel Kelly Agent For:

Karen Koster TV Broadcaster and Columnist
Emma O'Driscoll Radio - TV Broadcaster, Author, Voiceover Artist and Singer
Tracy Piggott Radio - TV Broadcaster and Columnist
Kian Egan Broadcaster and Musician
Ciara Doherty Radio - TV Broadcaster and Barrister
Cormac O'hEadhra Radio Broadcaster
Sinead Kennedy TV Broadcaster
Steve Lillywhite Grammy Award Winning Record Producer

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From: [REDACTED]@rte.ie>

Sent: 10 March 2020 16:23

To: Noel <Noel@cmsmarketing.com>, [REDACTED]@nkmanagement.ie>

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Subject: RT

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PAC05 - Email RTE to NKM - 31 March 2020

From: [REDACTED]
Sent: Tuesday 31 March 2020 12:09
To: [REDACTED]
Cc:
Subject: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)
Attachments: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 TRACKED [REDACTED].docx

Hi [REDACTED]
Please see attached contract with my response to your changes marked up.
I will be back to you separately on the side letters.
Kind regards.

[REDACTED]
RTE Solicitors' Office
Donnybrook, Dublin 4

[REDACTED]

9th November 2015 10th - 31st March 2020

Formatted: Superscript

THIS AGREEMENT is dated the _____ day of _____, 20152020
BETWEEN

1. **RAIDIÓ TEILIFÍS ÉIREANN**, a statutory corporation regulated pursuant to the Broadcasting Act 2009 whose headquarters is located at Montrose, Donnybrook, Dublin 4 (hereinafter called "RTÉ") of the first part; and
2. **TUTTLE PRODUCTIONS LIMITED**, an Irish registered company having an address Drayton Mews, Drayton Close, Monkstown, Co. Dublin e/o CMS Marketing, Unit B2 Calmount Office Park, Ballymount, Dublin 12 (hereinafter called "the Company") of the second part.

Commented [Redacted] Agreed

collectively referred to as "the Parties".

WHEREAS

1. RTÉ is a public service broadcasting corporation in accordance with the Broadcasting Act 2009.
2. The Company is exclusively entitled to the services of Mr. Ryan Tubridy ("the Presenter").
3. RTÉ wishes the Company to provide the exclusive Services (as hereinafter defined) of the Presenter and programmes by the Presenter to RTÉ on the terms set out in this Agreement.

THE PARTIES NOW HEREBY AGREE AS FOLLOWS

1. Definitions

"Commencement Date" means 1-September April, 20152020.

"Contract Term" means five (5) years from the Commencement Date.

"Radio Show" means the radio programme currently entitled "*The Ryan Tubridy Show*" or such other radio programme that may be presented by the Presenter.

"Services" means the services of the Presenter to be provided under this Agreement as set out in detail in Schedule 1 to this Agreement.

"TV Show" means "*The Late Late Show*" or such other television show that may be presented by the Presenter.

- 1.2 Save as otherwise provided herein, any references in this Agreement to clauses or paragraphs are references to the clauses or paragraphs of this Agreement unless the context otherwise admits or so requires.

- 1.3 Words such as hereunder, hereof and herein and other words commencing with here shall unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular condition hereof.
- 1.4 The headings to the conditions in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 1.5 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, all such counterparts together constituting as one and the same instrument.
- 1.6 Amendments to or modifications of this Agreement may be made only by mutual agreement of all parties in writing, and shall be subject to whatever approvals or appropriate authorities as may be required by law.
- 1.7 This Agreement and all rights and obligations hereunder shall for all purposes be treated and construed as being separate and apart from any other agreement or agreements or any rights or obligations thereunder save only insofar as the express provision requires to the contrary.
- 1.8 The parties hereto enter this Agreement as principals for and on their own behalf.

2. Engagement

Type equation here.

- 2.1 The Company is entitled to the ~~exclusive~~ Services and the proceeds thereof of the Presenter throughout the world together with the right to make such Services available to others. ~~Save for clause 6.5.~~
- 2.2 Upon and subject to the terms and conditions hereinafter appearing, RTÉ hereby engages and the Company hereby agrees to procure that the Presenter provides to RTÉ the Presenter's Services in relation to the radio and television programmes to be broadcast and/or transmitted where so ever and by whatsoever means (including without limitation, in any re-edited reformatted or compilation versions) whether now known or hereinafter invented.
- 2.3 The Company shall procure that the Presenter ~~s~~ provides the Services (as further set out in Clause 5 below) ~~shall be made a]available to RTÉ in Republic of Ireland~~ on an exclusive basis (subject to clause 6.5 below) during the Contract Term.
- 2.4 RTÉ shall determine the title of the Radio Show and/or TV Show. The Company acknowledges that RTÉ may consider it appropriate and/or necessary to make changes to the title of the Radio Show and/or TV Show. The Company also further acknowledges that RTÉ may consider it appropriate and/or necessary to make changes to its programme schedule. In the event that any such changes are anticipated, RTÉ shall provide the Company and the Presenter with reasonable notice of such changes and shall consult in advance with the Company and the Presenter in relation to such changes. Notwithstanding the above, the Company acknowledges RTÉ's decision as

Commented [REDACTED]: Agreed

Commented [REDACTED]: No, the contract is a buy out of all transmission and broadcasting rights.

Commented [REDACTED]: Agreed.

communicated by the appropriate Head of Radio Station and/or the Director of Programmes, Television or their respective nominee(s) in relation to any changes under this Clause 2.4 shall be final and the Company and Presenter agree to abide and comply with this decision as long as the changes fall within the parameters of the Services as set out in Schedule 1 hereto.

3. Duration

- 3.1 This Agreement shall commence or shall be deemed to have commenced on the Commencement Date and shall end (for the avoidance of doubt with regard to Services to both radio and television) on 31 ~~August, 2020~~ March 2025 (the "expiry date") when it will terminate without any notice being required. This is without prejudice to either Party's right of earlier termination as provided in Clause 11 of this Agreement.

4. No Employment

- 4.1 For the avoidance of doubt, the Company acknowledges that the Services of the Presenter are being contracted to RTÉ on an independent basis and that the Presenter is not an employee of RTÉ and has no entitlements to employment protections or benefits under statute, contract, common law, or otherwise and the Company undertakes (and procures that the Presenter shall undertake) not to make any employment related claim of any nature against RTÉ during or after this Agreement, under statute, contract, common law or otherwise. Furthermore, the Unfair Dismissals Acts, 1977 – ~~2007~~ 2015 (or any future legislative amendments to these Acts) shall not apply to the termination of this Agreement.

5. Company's Obligations

- 5.1 Subject to clause 6.5 below, the Company shall procure that the Presenter shall provide the Services, on an exclusive basis to RTÉ in Republic of Ireland, suitable for broadcast ~~by~~ at RTÉ's studios in Donnybrook Dublin 4 or, as reasonably required at a location as may be advised to him by the producer or the relevant Divisional Head or nominee. If the Services are to be provided at any location other than the said studios, RTÉ shall consult with the Company and/or the Presenter in advance of such relocation and give good faith consideration to the representations of the Company and/or the Presenter in relation to any such relocation. If the relocation relates to television broadcasting services, the ~~Managing Director of Television Content~~ shall consult with the Company and/or the Presenter. If the relocation relates to radio broadcasting, the ~~Managing Director of Head of Radio 1~~ shall where practicable consult with the Company and/or the Presenter. In the event of any dispute arising in relation to any matter under this Clause 5.1, the decision of the ~~Managing Director of Head of Radio 1 or Managing Director of Television Content~~ or their respective nominees shall be final.

Commented [REDACTED]: Agreed.

Commented [REDACTED]: Agreed.

- 5.2 The Company shall procure that the Presenter shall perform the Services with all due professional care and skill and to the best of the Presenter's ability.

5.3 The Company shall procure that in order to enable the Presenter to discharge his role as presenter, the Presenter shall carry out adequate research and preparation and shall attend at all the rehearsals, planning meetings, pre-recordings, and shall participate in all matters concerned and connected with the preparation, production and the broadcast of the Radio Show and TV Show as reasonably required. RTÉ acknowledge that the Ppresenter is not responsible for the Budget associated with the broadcast of either the TV or Radio show but he shall be consulted by RTE in relation to same.

Commented [REDACTED]: Not agreed, too subjective.
Commented [REDACTED]: Not agreed, these are day to day operational and management issues.

5.4 The Company shall procure that the Presenter shall comply with the reasonable instructions of RTÉ given pursuant to the terms of this Agreement.

5.5 The Company shall procure that the Presenter shall accept all reasonable editorial instructions of relevant production staff and shall agree that RTÉ's decision regarding the content of such programmes is final. The Company shall procure that the Presenter shall do everything reasonably in the Presenter's power, and the Company shall do everything in its power to ensure that the programmes will be made as efficiently and economically as may be compatible with first class work and in accordance with the budget and production schedule therefore.

Commented [REDACTED]: Not agreed, too subjective

5.6 The Company and the Presenter recognise and shall comply with RTÉ's obligation to produce and broadcast a competitively effective and successful Radio Show and TV Show, supported by appropriate staff and resources. It is further recognised and agreed that RTÉ must provide a value for money service, to which end the Company and the Presenter shall behave reasonably and show flexibility. RTÉ will consult with the Presenter before making any material changes to the staffing levels and/or resources being applied to the Radio Show and/or the TV Show. In particular regarding any change to the producer of either show, RTÉ confirm that they will consult with the Presenter in advance of any such anticipated change, provided that the parties agree and acknowledge that responsibility for staffing and resourcing of the Radio and TV Shows shall rest with the respective RTÉ editorial managers and any decision of such RTÉ editorial managers in relation to staffing and/or resourcing of the Radio and TV Shows shall be final.

Commented [REDACTED]: Not agreed, this clause was negotiated by your client previously and accepted by RTE, we are not prepared to accept the proposed change.

5.7 The Company shall procure that the Presenter shall provide the Services to RTÉ in accordance with Schedule 1, for a minimum period of forty two one (42 (41) weeks (210 205 days) throughout each calendar year of the Contract Term on the terms set out in this clause 5.7 and as further described in Schedule 1. For the purposes of this clause 5 a "week" shall mean five (5) weekdays during any week (Monday to Sunday inclusive). Any radio programme presented pursuant to paragraph 1.2 of Schedule 1 or television programme presented pursuant to paragraphs 2.3 or 2.5 of Schedule 1 shall be in addition to such minimum period and services in relation thereto may be provided on a Saturday, Sunday or Bank Holiday (all Bank Holiday's to be agreed locally with the Head of RTÉ Radio 1), subject to the agreement of the Company and the Presenter. During each calendar year of the Contract Term, the Presenter shall be entitled not to provide the Services to RTÉ for fifty five (5055) days a maximum aggregate period of ten (10) eleven (11) weeks (prorated for any partial calendar year) and subject to the following:-

Commented [REDACTED]: Agreed.

- 5.7.1 The Company shall not be required to provide the Radio Services of the Presenter for a block of up to 5 consecutive weeks, the precise timing of which will be agreed between the parties in advance each year following consultation between the Presenter (on behalf of the Company) and RTÉ at least 46 weeks in advance of that absence and subject to clauses 5.7.2 and 5.7.6 such leave shall be predominantly taken during the period June/July/August in any contract year.
- Commented** [REDACTED]: 6 weeks required for planning purposes.
- 5.7.2 The Company shall further not be required to provide the Radio Services of the Presenter for a period of one week in Spring, one week around the Easter period, one week in Autumn and two weeks around the Christmas period, the precise timing of these periods to be agreed at least 6 weeks in advance of that absence each year following consultation between the Presenter and RTÉ ~~and subject to Clause 5.7.3 below.~~
- Commented** [REDACTED]: Not agreed.
- ~~5.7.3 The Company will be required to provide the Services of the Presenter to present the Radio Show on up to four (4) Bank Holidays per Contract Year.~~
- Commented** [REDACTED]: This must remain, the show is scheduled 5 days including bank holidays, if the Presenter does not want to provide his services on a bank holiday then he can request a non service day on this day.
- 5.7.4 For the avoidance of doubt, the Presenter shall be required to provide the Services in relation to each episode of the TV Show throughout each season of the TV Show (as described in Schedule 1) during the Contract Term.
- 5.7.5 For the avoidance of doubt the Presenter shall not be required to provide the Services live to RTÉ in connection with the TV Show on ~~four~~ three occasions during the Contract Term provided that he is available for a pre-record for transmission on that date as agreed between the parties. These pre records will include one for transmission on Good Friday, the Country and Western Show and one around Christmas dates to be discussed and agreed at the start of each season. RTÉ will use its best endeavours to agree one further pre record in each season around Spring or Midterm the exact date of which to be discussed and agreed with the Presenter.
~~, provided that he is available for a pre-record for transmission on that date as agreed between the parties.~~
- Commented** [REDACTED]: Three agreed, with best endeavours to accommodate a forth.
- 5.7.6 The Company agrees to discuss with and obtain approval from the Head of Radio 1 Station ~~and the Director of Programmes, Television Content~~ or their nominee(s) in relation to any proposed absence of the Presenter (i.e. in relation to any weekday(s) on which the Company proposes not to provide the Services of the Presenter) at least six (6) weeks in advance of that absence. If approved, each approved weekday shall count as one of the Company's maximum annual non-service entitlement of fifty ~~five (5055)~~ days set out above.
- 5.8 The Company shall procure that the Presenter shall exercise reasonable endeavours not do or say anything that could reasonably be expected to bring RTÉ into disrepute or which would result in a material breach by RTÉ of any of its legal obligations.
- Commented** [REDACTED]: Not agreed, the Presenter is providing his professional services to RTE, and this clause cannot be watered down or become subjective.

5.9 The Company acknowledges (and shall procure that the Presenter shall acknowledge) that RTÉ will handle and manage the press and media relations around the Radio Show and the TV Show (including the Presenter's involvement therein) and the Presenter's work for RTÉ generally and that RTÉ will handle and manage all related press queries and press relations and the Presenter agrees not to make any public announcement or media interview in respect of the Radio Show, the TV Show and/or the Presenter's work for RTÉ generally without the prior approval of RTÉ. The Company also agrees that it shall procure the Presenter's agreement to take part in such promotional activities for the Radio Show and the TV Show and RTÉ as may reasonably be requested by RTÉ. This does not include any activities with sponsors. The Company shall procure that the Presenter agrees to co-operate fully in this regard without any additional payment to the Company. Without prejudice to the generality of the foregoing, the Company agrees to procure the co-operation of the Presenter in providing occasional interviews, including photographic shoots to the RTÉ Guide during the Contract Term of this Agreement, and to participate in other RTÉ marketing, publicity and promotional activities as may be agreed between the Company and RTÉ from time to time. The Company agrees to liaise with the Communications Manager of Television and the appropriate Head of Radio Station or their respective nominee(s) to discuss and agree the Presenter's participation in any media interviews on RTÉ outlets (outside of the Radio and/or TV Shows) or those external to RTÉ, where reasonably practicable in order to ensure strategic management of Presenter publicity at all times.

Commented [REDACTED]: Not agreed, the Presenter may be required to make himself available for photo calls and promotion around the sponsorship or other Programme.

Commented [REDACTED]: Not agreed, such notification can be easily fulfilled by way or a call or email.

5.10 The Company shall procure that the Presenter shall not, without RTÉ's prior consent voluntarily engage in any hazardous pursuit nor take any risk the taking of which would invalidate or affect any normal policy of insurance on the Presenter's life (which RTÉ may effect but shall not be obliged to effect) in connection with the programmes or which might materially interfere with the performance of the Presenter's Services hereunder. RTÉ agrees to consult with the Presenter before taking out any such insurance.

Commented [REDACTED]: Agreed

6. Other Engagements:

6.1 The Company acknowledges that the remuneration to be paid under Clause 8 hereof and the nature of the Presenter's commitment to RTÉ for the duration of the Contract Term, in terms of his programme involvement and attendance, is such that the Presenter shall not accept any other professional engagement(s): (i) in radio and television ("**Broadcast Activities**") (save as referred to in clauses 6.2 and 6.5 below); and/or (ii) in the advertising of products or services to the public ("**Advertising Activities**") other than in fulfilment of his obligations under this Agreement. The Company shall procure that the Presenter shall not, during the Contract Term, undertake any promotional or public endorsement engagement or activity for any business, product or service in Ireland ("**Promotional Activities**") without first obtaining the permission of RTÉ pursuant to clause 6.3 below, such permission not to be unreasonably withheld.

Commented [REDACTED]: Agreed

6.2 Notwithstanding the provisions of clause 6.1 above, as a freelance media personality it is not intended that the Presenter shall be precluded from public appearances, attending charitable events even at short notice, the writing of books and newspaper columns, theatrical engagements, public services promotions on safety and the like, the making of videos for intra mural and non public corporate purposes, or the making of entertainment videos and records ("**Professional Services**"), provided that such could not reasonably be construed as prejudicial to the Services to be provided under this Agreement. The Presenter shall not be precluded from participation in any radio or television programme produced outside Ireland and the United Kingdom which are not available for reception by terrestrial, satellite or cable distribution in either of those territories (save as set out in clause 6.5 below) or the writing of newspaper columns, provided always of course that such could not reasonably be construed as prejudicial to the Services to be provided under this Agreement.

6.3 The Company shall procure that that the Presenter shall meet with the appropriate Head of Radio ~~1 Station~~ and the Director of ~~Programmes, Television Content~~ or their nominee(s) ~~at least one (1) time every two (2) calendar months~~ at a mutually convenient time and place in order to discuss any forthcoming Broadcast Activities (to the extent permitted by clause 6.2 above), Promotional Activities and/or Professional Services to be undertaken or likely to be undertaken by the Presenter, ~~in the next two (2) calendar month period.~~ The ~~Director General Head of Radio 1 Station and the Director of Content/Programmes, Television,~~ acting on behalf of RTE shall be entitled to request the Company to procure that the Presenter does not undertake any such Broadcast Activity, Promotional Activity and/or Professional Service if to do so could reasonably be judged as capable of ~~conflicting with RTE's statutory legal obligations adversely affecting or likely to adversely affect RTE's commercial interests or public reputation.~~ The Company and the Presenter acknowledge and agree that RTE may deem Promotional Activities to include the usage in public by the Presenter of a product and/or benefit (such as a car) offered to and accepted by the Presenter on terms not offered to the general public.

Commented [REDACTED]: Not agreed, RTE must maintain the discretion to determine if an external activity is capable of adversely affecting it's business- the DG as editor in chief will review all such requests in a fair and objective manner.

6.4 At the Company's request, the appropriate Head of Radio ~~1 Station~~ and/or (at RTE's election) the Director of ~~Programmes, Television Content~~ shall specify to the Company the rationale behind any such request made under clause 6.3. The Company shall be entitled to query any request made under clause 6.3 with the ~~Managing Director Head of RTE Radio 1~~ and/or (at RTE's election) the ~~Managing Director of RTE Television Content~~. The Company acknowledges and agrees that in the event of irreconcilable disagreement as to whether any Broadcast Activities (to the extent permitted by clause 6.2 above), Professional Services or Promotional Activities by the Presenter would be in conflict with RTE's statutory legal obligations, general policy guidelines as notified in writing to the Company and/or the Services to be provided to RTE, RTE's decision as communicated by the Director General in ~~his-her~~ role as Editor-in-Chief shall be final and the Company and Presenter agree to abide and comply with this decision. For the purposes of Clause 11 of this Agreement (Suspension and Termination), failure on the part of the Company during the term of this Agreement to comply with a request communicated by

the Director General under this clause 6, following the process described above, may, at RTÉ's discretion, be regarded as a fundamental breach of contract.

- 6.5 RTÉ acknowledges that the Presenter has a relationship with BBC Radio and, subject to prior notification by the Presenter to the appropriate Head of Radio ~~Station~~, agrees to allow the Presenter to continue to provide radio services to the BBC Radio for up to six (6) weeks per Contract Year (no more than ~~three~~ five (53) consecutive weeks), subject to Clause 5.7 above and 10.1 below and provided always that the services are provided during the Contractor's agreed non service periods from RTÉ. For the avoidance of doubt, the Presenter hereby agrees not without RTÉ's approval to provide his broadcasting services to any third party and in particular BBC Radio in or around the Easter week that he is unavailable to provide his Radio and TV services to RTÉ.

Commented [REDACTED]: Not agreed.

- 6.6 The Company shall procure that the Presenter shall undertake at all times: (a) to comply with all broadcasting codes; and (b) to provide the Services in compliance with all broadcasting codes; as same may be amended and updated from time to time provided however that to the extent that anything the Presenter does or refrains from doing at the request of or at the direction of or as may be approved by RTÉ and/or its personnel shall not constitute a breach of this clause. The parties agree that for the purposes of this Clause 6.6 only, "RTÉ and/or its personnel" shall be deemed to include production personnel from the level of producer upwards only (i.e. programme producer, series producer, Head of RTÉ Radio One, Director of ~~Content, the Managing Director of RTÉ Television, the Managing Director of RTÉ Radio~~ and the Director General of RTÉ only).

- 6.7 Where, despite the best efforts of the Presenter, any claim for compensation or any complaint is made against RTÉ arising out of a broadcast by the Presenter, the Company agrees to co-operate fully and willingly with RTÉ in the defence and conclusion of any such claim or complaint and to procure that the Presenter does likewise. Furthermore, the Company agrees that RTÉ shall be entitled to conduct and conclude any such defence in its own name, or in the name of the Company and/or the Presenter, in any manner it, in its sole discretion, sees fit, provided that it keeps the Company advised in relation to any proceedings involving the Company's name and/or the Presenter's name.

- 6.8 The Company shall have regard to the interests of RTÉ in relation to any public or media statement the Presenter may make on the subject of broadcasting or in relation to any public controversy or current public debate generally and shall generally ensure that RTÉ's public standing is not reasonably adversely affected or prejudiced by any of his activities or statements external to those carried out or made pursuant to this Agreement. For the avoidance of doubt and without prejudice to clause 5.9 above, the Company shall, and shall procure that the Presenter shall, discuss all publicity issues related to the Presenter and/or the Services in advance with the Communications Manager of Television and the Communications Manager of RTÉ Radio or their nominee(s), where reasonably practicable.

Commented [REDACTED]: Neither change agreed, too subjective

6.9 The Company shall procure that the Presenter shall comply with all regulations in place from time to time by RTÉ for the conduct of its business and protection and security of its premises and property and for the health, safety and welfare of its staff. All such regulations are deemed to form part of this Agreement, once available to the Company.

7. Obligations of RTÉ

7.1 In return for the observance by the Company of its obligations under Clause 6.7 RTÉ confirms that it will agree to indemnify the Company or Presenter in respect of any liability, costs, damages, or expenses accruing to either of them as a result of any breach by the Presenter or any of the Company's obligations in this regard, where the breach was made inadvertently and in good faith.

Commented [REDACTED]: Not agreed, such matters will be dealt with at the time by defence to the circumstances.

7.2 In return ~~of for~~ the Company's observance of its obligations under Clause 5.8 RTÉ agree that it will not do or say anything which might bring the Company or the Presenter into disrepute.

7.3 RTÉ agree that no significant changes would be made to the style, content, scheduling or duration of the Programme(s) presented by the Presenter without meaningful prior consultation between the ~~Managing~~ Director of RTÉ Television Content or ~~Managing Director~~ the Head of Radio 1 as appropriate (or their nominee(s)) and the Presenter. In this regard, the Parties agree that RTÉ's decision in relation to any such matter following such consultation shall be final and the Company shall procure that the Presenter shall abide by any such decision.

Commented [REDACTED]: Not agreed.

7.4 RTÉ will endeavour to embark on a cross platform promotional campaign including, but not limited to, radio, television and online (in consultation with the Presenter) for the Programmes. Promotion of the programme (s) as determined by RTÉ shall be continued for the duration of this contract.

Commented [REDACTED]: Not agreed, this was not discussed.

8. Fees

8.1 Subject to the procurement by the Company of the Presenter's due compliance with all of the obligations which the Company agrees to procure that the Presenter shall comply with hereunder and as full and final consideration for the provision by the Company to RTÉ of the Presenter's Services and for all rights assigned and consents and waivers granted and given by the Company and/or the Presenter to RTÉ hereunder, including without limitation in and to the products of the Presenter's Services, RTÉ agrees to pay to the Company the following fees ~~€440,000~~ gross per Contract Year without any deduction (save withholding tax) plus VAT to be invoiced on a monthly basis:-

~~Year 1 – €495,000~~
~~Year 2 – €495,000~~
~~Year 3 – €545,000~~
~~Year 4 – €545,000~~
~~Year 5 – €545,000~~

~~In addition to the fees set out herein, RTÉ shall pay the Company a fee of €120,000 (plus VAT) on the conclusion of the contract (31st August 2020) PROVIDED THAT this Agreement continues in force and the Services are provided to RTÉ hereunder and that this Agreement is not subject to any earlier termination or expiry by agreement between the parties or otherwise.~~

Each invoice submitted by the Company shall list all Programme episodes relevant to such invoice.

- 8.2 The fees shall be paid in instalments in equal calendar monthly instalments in arrears within thirty (30) days of receipt by the RTÉ People Payments, RTÉ Group Finance (or such other department of RTÉ as may be notified by RTÉ to the Company in writing in advance from time to time) of a valid undisputed invoice.
- 8.3 The Company shall be entitled to appropriate travel and subsistence expenses as authorised by RTÉ in respect of attendance by the Presenter on location work away from the premises of RTÉ currently at Donnybrook, Dublin 4. Such expenses must be authorised in advance by RTÉ, where it is practicable to seek such permission in advance. Such expenses shall be invoiced at the standard RTÉ Travel and Subsistence rates as updated from time to time by RTÉ.
- 8.4 For the avoidance of doubt, the Company shall not be paid any fees in respect of any period in which the Presenter has not provided the Services for whatever reason, including sickness, incapacity, holidays or other commitments.

Commented [REDACTED]: Not agreed, all expenses must be authorised and agreed in advance or they will not be discharged.

9. Copyright

- 9.1 The Company hereby warrants to RTÉ that it has secured the assignment by the Presenter of sufficient copyright and related rights (to include moral rights) in the work of the Presenter to enable it to make the assignments and grants to RTÉ contained in this section of the Agreement. The Company further warrants to RTÉ that in making the grant of related rights and waiver of moral and performers' rights set out below it does so for and on behalf of the Presenter as his duly authorised agent in that regard. The Company hereby irrevocably indemnifies RTÉ in respect of all and any costs, damages and expenses RTÉ may incur arising directly or indirectly from a breach of the foregoing warranties by the Company. The Company agrees as follows:
- 9.2 The Company acknowledges on its own behalf and on behalf of the Presenter that RTÉ owns the copyright to and all other rights of any kind in and to all tape, audio and audio visual recordings and photographs arising in full or in part from the Services herein for the full period of copyright including any renewals or reversions thereof. RTÉ shall be entitled to broadcast or otherwise exploit any such material. The Company acknowledges on its own behalf and on behalf of the Presenter that copyright in the radio and television programmes presented by the Presenter pursuant to this Agreement shall vest solely in RTÉ for the full period of copyright including any renewals or reversions thereof. The Company assigns to RTÉ all copyright and all other

rights in and to all products of the Presenter's Services hereunder including without limitation all performances and literary, dramatic, artistic and musical material contributed by the Presenter to the programmes. RTÉ shall have full rights without further payment to the Company or the Presenter to broadcast the radio and television programmes referred to in this Agreement or cause the same to be broadcast, transmitted or otherwise made available throughout the world without limitation in any or all media whether now known or hereinafter invented or to otherwise deal with the said programmes as RTÉ may at its sole discretion determine.

- 9.3 The Company on its own behalf and on behalf of the Presenter hereby assigns to RTÉ all rental and lending rights which the Presenter may have in relation to the programmes presented by the Presenter pursuant to this Agreement and the products of the Presenter's Services and the Company hereby confirms that the payments set out in Clause 8 include fair and equitable remuneration in respect of any rights (including without limitation any rental and lending rights) that the Company may have in relation to the programmes or the products of the Services provided by the Presenter hereunder and the Company agrees that no further payments shall be made to the Company or the Presenter nor shall the Company or the Presenter make any claim against RTÉ for any such further payment.
- 9.4 The Company on its own behalf and on behalf of the Presenter hereby irrevocably grants and procures that the Presenter shall irrevocably grant to RTÉ throughout the world all performers rights and rights related thereto (as defined in Part III of the Copyright and Related Rights Act, 2000 to include any future legislative amendments to that Act or otherwise to the extent permitted by law) in relation to the Presenter's contributions to the aforementioned programmes to enable RTÉ to make the fullest use of the products of the Services provided by the Presenter hereunder.
- 9.5 The Company hereby procures that the Presenter shall unconditionally and irrevocably waive, for the full duration thereof, the benefits of any provision of copyright law known as "moral rights" (as defined in the Copyright and Related Rights Act, 2000 to include any future legislative amendments to that Act or otherwise to the extent permitted by law) that may vest in the Presenter in respect of any work created by him in pursuance of this Agreement to the greatest extent permissible under current or future Irish law provided that it is acknowledged that the Presenter shall be credited in a manner reflecting the Services being provided hereunder in all radio and television programmes.
- 9.6 The Company hereby procures that the Presenter shall unconditionally and irrevocably waive, for the full duration thereof, all moral rights in relation to performers rights (as defined in Part IV of the Copyright and Related Rights Act, 2000 to include any future legislative amendments to that Act or otherwise to the extent permitted by law) that may vest in the Presenter in respect of any work created by him in pursuance of this Agreement to the greatest extent permissible under current or future Irish law.
- 9.7 Notwithstanding the provisions of Clauses 9.1, 9.2, 9.3, 9.4 and 9.5, RTÉ acknowledges that the Company (and/or the Presenter) shall be entitled to use

(i) the Presenter's forename and/or surname; (ii) subject to the prior approval of the Managing Director of Radio or her nominee, his forename and/or surname in conjunction with any other word including the name of the Radio Show; (iii) subject to the prior approval of the Managing Director of Radio or her nominee, any titles, mottos, catchphrases, characters, logos, designs, formats or concepts developed solely by the Presenter in the context of the Radio Show prior to or during the provision of the Services pursuant to this Agreement as part of the Presenter's business (or the Presenter's personal ongoing broadcasting career) provided that such concepts and formats are not used in connection with any radio or television broadcasting save exclusively for RTÉ during the Contract Term. To the extent that copyright in same vests in RTÉ, RTÉ hereby grants a non-exclusive licence to the Company to use any such mottos, catchphrases, characters, logos, designs, formats, or concepts as are developed by others for the Presenter during the provision of the Services (solely in connection with the Radio Show) pursuant to this Agreement after the end of the Contract Term or any extension thereof for the full period of copyright and any renewals or extensions thereof provided always that the Company agrees and undertakes that any rights licensed hereunder shall not affect in any way whatsoever RTÉ's ability to exploit the programmes provided hereunder as RTÉ may be in its sole discretion decide for the entire period of copyright including any renewals and extensions as set out at Clause 9.1 above. For the avoidance of doubt this Clause 9.7 does not apply to the TV Show or to any titles, mottos, catchphrases, characters, logos, designs, formats or concepts developed by the Presenter in the context of the TV Show at any time and the Presenter shall be entitled to his forename / surname in conjunction with any word including the name of the TV show and any titles, mottos, catchphrases, characters, logos, designs, formats or concepts developed solely by the Presenter in the context of the TV Show prior to or during the provision of the Services pursuant to this Agreement as part of the Presenter's business.

Commented [REDACTED]: Not agreed, the Presenter works with teams in both radio and television and the work is generated collaboratively.

9.8 RTÉ further acknowledges that the Presenter, in his arrangements with the Company, has reserved to himself all rights and rights to register any intellectual property rights as may exist in his forename and/or surname by themselves and in conjunction with other words including the name of any show presented by him which contains his name and has irrevocably licensed such rights to the Company which, so far as necessary in order to provide the Services under this Agreement, hereby sub-licences such rights to RTÉ for the Contract Term or any extension thereof on an exclusive basis in respect of the Services provided hereunder and further agrees to sub-license such rights to RTÉ on a non-exclusive perpetual basis in respect of the radio and television programmes produced hereunder following expiry of the Contract Term. For the avoidance of doubt this Clause 9.8 does not apply to the TV Show.

9.9 Subject to the Company's agreement, RTÉ, its assignees, licensees and agents may use the Presenter's name, voice, likeness, photograph and biographical information in any programme or production with which the Presenter may be associated under this Agreement, and in any advertising, publicity, promotion or exploitation relating to such production in all media including, but not limited to the RTÉ Guide (or equivalent) or the RTÉ website. The Company agrees that it shall, and shall procure that the Presenter shall, co-operate fully

Commented [REDACTED]: Agreed

in this regard without any additional payment to it/him ~~provided however that RTÉ shall as far as practicable consult with the Company and take on board where reasonably practicable the Presenter's views in respect of the use of the Presenter's name and/or likeness in any promotional material about the programmes presented by him.~~ RTÉ acknowledges and agrees that the Presenter's name, likeness or his performance shall not be used so as to endorse a product or service (other than RTÉ itself) without his prior written consent. Notwithstanding the foregoing RTÉ shall have the sole right, at RTÉ's absolute discretion, subject to prior consultation with the Company, to arrange for sponsorship of any nature (including but not limited to broadcast and/or in-show prize sponsorship) in respect of the Radio Show and/or TV Show and to determine the suitability or otherwise of any proposed programme sponsor. The Company shall procure that the Presenter shall, subject to the Presenter's agreement in each case, undertake and participate in such publicity and promotional activities in respect of any such programme sponsor as may be requested by RTÉ from time to time provided that any terms agreed between the programme sponsor and the Presenter and/or the Company in relation to such publicity and promotional activities shall be subject to RTÉ's prior approval.

Commented [REDACTED]: Agreed

- 9.10 RTÉ agrees that all outtakes (i.e. material recorded for but then edited out prior to the broadcast or other transmission of the programme for which it was recorded) of the Presenter shall not be used without the prior consent of the Company in any other broadcasts.

10. Warranties

The Company hereby warrants, represents and undertakes to RTÉ that:

- 10.1 The Company is free to enter into this Agreement and to provide the Services of the Presenter to RTÉ and has not entered nor will enter into any professional or other commitment which would or might conflict with the full and due rendering of the Presenter's Services hereunder.
- 10.2 The products of the Services provided by the Company and/or the Presenter hereunder (save to the extent that they incorporate material made available to the Company or the Presenter by RTÉ or on RTÉ's behalf) will to the best of the Presenter's knowledge, information and belief be wholly original to the Company and/or the Presenter and shall not infringe the copyright or any other rights of any third party.
- 10.3 The Company shall use all reasonable endeavours and the Company shall procure that the Presenter shall use all reasonable endeavours to ensure that the programmes do not incorporate any defamatory matter, nor contain any breach of contract, privacy or duty of confidence, nor constitute contempt of court nor breach any provisions of any statute or any regulations made thereunder.
- 10.4 The Company is and shall remain and the Presenter is and shall remain a 'qualified person' within the meaning of the Copyright and Related Rights Act, 2000 or any modification, replacement or re-enactment thereof.

10.5 The rights hereby granted and assigned are vested in the Company absolutely and the Company has not previously assigned licensed or in any way encumbered the same (save as provided for in Clause 9.7 above) so as to derogate from the grant and assignment hereby made nor will the Company so assign, license or encumber the same.

10.6 The Presenter is not now, nor has at any time been to the best of his knowledge, information and belief, subject to or suffering from any disability which will in a material way prevent him from rendering the Services hereunder. For the purposes of this Agreement 'disability' shall mean any injury, ailment or incapacity which will materially adversely affect the Presenter's ability or suitability to render any of the Services.

11. Suspension

11.1 RTÉ shall be entitled by reasonable notice in writing to the Company to suspend the Company's engagement and thus the Presenter's Services under this Agreement with immediate effect on the happening of any of the following events:

11.1.1 if the Company fails, refuses or neglects to perform any of its obligations hereunder or fails to procure that the Presenter performs any of his obligations hereunder or is otherwise in material breach of any of its obligations, undertakings or warranties to RTÉ herein and has not remedied any such failure, refusal, neglect or breach within ~~fourteen~~ twenty one (21) days of being called upon in writing (with details of the failure, refusal, neglect or breach set out in the said notice) to do so;

Commented [REDACTED]: Not agreed, it is in both parties interests that matters of dispute are resolved swiftly

11.1.2 if production of the programmes is prevented, interrupted or delayed by any cause outside of RTÉ's control (including but not limited to) fire, or war, act of God, ~~strike, lock-out, labour conditions, (except where solely restricted to employees of RTÉ)~~ judicial order or enactment, incapacity or death.

Commented [REDACTED]: Not agreed, although discretion will be exercised depending on the circumstances

11.1.3 if the Presenter commits any serious act of misconduct or neglect or commits or is charged with any serious criminal offence whether or not in connection with the provision of his Services hereunder which might in the reasonable opinion of RTÉ given in writing bring the Presenter or RTÉ into public disrepute or materially affect the performance of the Services hereunder;

Commented [REDACTED]: Not agreed, any criminal matter has the potential to impact negatively on both the Presenter and RTE

11.1.4 if the Presenter commits any act or does or neglects to do anything which in the reasonable opinion of RTÉ given in writing brings RTÉ into disrepute that RTÉ deems incapable of remedy.

11.2 Suspension of the engagement shall have the following effect:

11.2.1 it will last as long as the event giving rise to it plus such further period as RTÉ may reasonably require to resume using the Presenter's Services or until the Agreement is terminated;

11.2.2 whilst it lasts, fees and payments shall cease to fall due and if the Suspension is in excess of one two months either of the Parties have a right to terminate the contract;

Commented [REDACTED]: Not agreed.

11.2.3 the Company shall continue during suspension to comply with its obligations under this Agreement and shall not without RTÉ's consent agree to provide the Presenter's Services to any other person during the continuance of the suspension;

11.2.4 the Company and the Presenter shall be entitled by notice in writing to the other party to terminate this Agreement in the event that a period of suspension of this Agreement pursuant to clause 11.1.2 above exceeds one two months.

Commented [REDACTED]: Not agreed

11.2.5 for the purpose of Clause 11.3 below (Termination) , it is agreed that the inability of the Company to provide the services of the Presenter beyond an initial (24) one two month period of suspension , or (where applicable) any extension of that period, may, at RTÉ discretion, be regarded as of a material breach of this agreement.

Commented [REDACTED]: Not agreed.

TERMINATION

~~11.3 Either Party shall be entitled to terminate this Agreement by giving 4 weeks' notice in writing to the other side in the event of a fundamental breach of any of the terms of this Agreement which breach is either incapable of remedy or where capable of remedy has not been remedied despite reasonable request having been made in writing by the other Party to the Party in breach to do so.~~

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Commented [REDACTED]: I understand that this was included at your client's request, why are you seeking to remove it?

11.4 Without prejudice to its rights under Clause 3 RTÉ may (whether or not it has suspended the engagement for same or another reason) by notice in writing terminate this Agreement with immediate effect during the Contract Term if the Company or the Presenter;

11.4.1 if the Company fails, refuses or neglects to perform any of its obligations hereunder or fails to procure that the Presenter performs any of his obligations hereunder or any related duties reasonably and properly required of the Presenter under this Agreement and has not remedied any such failure, refusal or neglect within fourteen twenty one (21+4) days of being called upon in writing (with such details of such failure, refusal or neglect set out in the said notice) to do so;

Commented [REDACTED]: Not agreed, swift resolution in all parties interests.

11.4.2 if the Presenter is absent due to illness or incapacity for a period in excess of fourteen twenty one (21+4) days in aggregate in any one (1) rolling 12 month period of the Contract Term where such absences are not covered by a medical certificate from a duly qualified medical practitioner or

in excess of five (5) months in the aggregate in any one (1) rolling 12 month period of the Contract Term where such absences are covered by a medical certificate;

11.4.3 if the Presenter shall become guilty of any serious act of misconduct or neglect or any criminal offence (other than a minor road traffic offence) whether or not in connection with the provision of his Services hereunder which might in the reasonable opinion of RTÉ given in writing bring the Company, the Presenter or RTÉ into public disrepute or materially affect the performance of the Presenter's Services hereunder;

Commented [REDACTED] Not agreed. a RTO leading to a criminal prosecution is likely to generate negative publicity for both parties. The clause is discretionary and in the unlikely event of such a prosecution RTE will have to assess the circumstances.

11.4.4 if the Company and/or the Presenter shall commit any act or do or neglect to do anything which in the reasonable opinion of RTÉ given in writing brings RTÉ into disrepute; or

11.4.5 if the Company or the Presenter enters into bankruptcy or liquidation (other than for the purposes of reconstruction without insolvency) or makes any composition with its creditors or have an administrator or administrative receiver appointed over all or part of its undertaking or assets.

11.5 On termination of the Company's engagement on any of the foregoing grounds, RTÉ shall pay to it the fees and expenses due under this Agreement up to the date of the commencement of the event giving rise to termination or to suspension or the expiry of any written notice as applicable. RTÉ and the Company shall remain entitled to enforce any claim against the other arising from breach of this Agreement which may have occurred before termination.

12. Company Undertaking

12.1 The Company undertakes to use its best reasonable endeavours to ensure that no action taken by the Presenter in the course of performing his duties under this Agreement shall incur any legal liabilities to RTÉ and it further undertakes to provide the Presenter's Services in a proper, loyal and efficient manner for the duration of the Contract Term.

Commented [REDACTED] Not agreed.

13. Assignment

13.1 The Company shall not be entitled to assign the benefit of this Agreement and the Presenter's Services hereunder to a third party.

14. Confidentiality

14.1 The Company acknowledges and agrees that in the discharge by RTÉ of its obligations and duties as a public service broadcaster, RTÉ may be required to disclose and/or RTÉ may consider that it is appropriate and/or necessary to disclose details of this Agreement in particular with regard to the provisions of Clause 8. The Company acknowledges and agrees that neither the Company nor the Presenter shall object to the disclosure by RTÉ of such information and

such disclosure shall not constitute a breach by RTÉ of the provisions of this Agreement.

- 14.2 The Company acknowledges and agrees that aside from the provisions of Clause 14.1 above, RTÉ may be specifically obliged or required by an act of legislation or by the provisions of a Court Order to disclose details of this Agreement and the Company and the Presenter acknowledges that such disclosure by RTÉ shall not constitute a breach by it of the provisions of this Agreement. Prior to any such disclosure, RTÉ agrees to advise the Presenter so that the Presenter is aware when any specific disclosure of the contents of the Agreement are going to be made and there are good faith discussions with the Presenter about how this may be handled.
- 14.3 The Company agrees and the Company shall procure the Presenter's agreement and RTÉ hereby agrees that (save as provided in Clauses 14.1, 14.2 above), neither the Company or the Presenter or RTÉ shall either prior to during or after the Contract Term, divulge, publish or reveal to any person, firm or company, any information whatsoever concerning the business, organisation, finances, dealings, transactions or affairs or the relationship between the Company and the Presenter on the one hand and RTÉ on the other hand (including in particular but not in any way limited to the terms of this Agreement or of any former agreements or arrangements between the Company and/or the Presenter and RTÉ) and RTÉ, the Presenter and the Company shall use their best endeavours to prevent the disclosure or publication of any such matter by others and shall keep with complete secrecy all confidential information entrusted to each of them, their officers, servants or agents and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company and/or the Presenter and/or RTÉ or any of their businesses or may be likely to do so.
- 14.4 ~~The Company, on behalf of the Presenter hereby consents to RTÉ processing personal data and sensitive data in relation to the Presenter as reasonably required by RTÉ in relation to the Services provided by the Presenter and the obligations of RTÉ hereunder. The Company acknowledges and agrees on behalf of itself and the Presenter at all times to comply with the provisions of the Data Protection Act 1998 to 2003 (as amended and/or replaced) when handling information concerning RTÉ's employees, contractors and viewers/listeners. For the purposes of the General Data Protection Regulation and Data Protection Acts 1988-2018, as may be amended or updated from time to time ("Data Protection Law"), the Company hereby confirms that the Presenter acknowledges and agrees to RTÉ holding and processing such personal data (including without limitation special categories of personal data) of the Presenter as reasonably required by RTÉ in relation to the Services provided by the Presenter and the obligations (including statutory obligations) of RTÉ hereunder in accordance with the RTÉ Privacy Policy, a copy of which is available at <https://www.rte.ie/about/en/policies-and-reports/policies-guidelines/2012/0417/317440-rte-privacy-statement/>. The Company shall ensure that the Presenter acknowledges and agrees at all times to maintain confidentiality and comply with the provisions of the Data Protection Law when handling information concerning RTÉ's staff.~~

suppliers/customers/audience and/or contributors. Unauthorised access and/or disclosure by the Company of any personal data relating to others may result in the termination of the Services. For information on data subject rights, the Company can refer to the RTÉ Data Protection Individual Rights Guide, a copy of which is available at <https://www.rte.ie/about/en/policies-and-reports/policies-guidelines/2012/0417/317412-rte-data-protection-policy/>.

15. Status & Tax Liabilities

15.1 The Company acknowledges that, as an independent company, it is responsible for complying with the rules relating to payment of Irish income tax and making the appropriate declaration of any payments received by him from RTÉ to the Revenue Commissioners. The Company also acknowledges that it is responsible for making its own tax returns and for paying any taxes due in respect of payments made to it under this Agreement by RTÉ and the Company undertakes to produce evidence of such payments to RTÉ.

15.2 The Company hereby indemnifies and agrees to keep indemnified RTÉ in respect of any claims that may be made against RTÉ in respect of any tax or PRSI or similar contributions due as a result of payments made to the Company for the services of the Company and/or Presenter hereunder.

15.3 On execution of this Agreement the Company shall provide RTÉ with documentary evidence of the self-assessed taxation status of the Presenter, such evidence to include his up to date Schedule D number or tax clearance certificate and any such other written evidence as satisfies or is requested by RTÉ. Such documentary evidence to include:

- (a) The Company's VAT Number; and
- (b) The Company Tax Clearance Access Number.

15.4 The Company acknowledges that no payment will be made by RTÉ to the Presenter until such documentation has been received. For the purposes of Clause 11 of this Agreement (Termination & Suspension), failure on the part of the Company to provide RTÉ with documentary evidence of the self-employed status of the Presenter as described in this clause 15.4 within 3 months of the Commencement Date shall be regarded as a material breach of contract by the Company giving rise to a right of termination on the part of RTÉ.

1615. Miscellaneous

1615.1 ~~This Agreement constitutes the entire understanding and agreement of the parties concerning the subject matter hereof and is in substitution for and supersedes all previous discussions, understandings and agreements or arrangements whether oral or written between RTÉ and the Company concerning the procurement of the Presenter's Services and the terms and conditions of the procurement of the Presenter's Services.~~

Commented [REDACTED]: Agreed

Commented [JO42]: We need to allow for the enforceability of the side letters and Sponsor Agreement. Can we just remove this clause?

Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm

~~15.2~~ The Company acknowledges that, as an independent company, it is responsible for making its own tax returns and for paying any taxes due in respect of payments made to it under this Agreement by RTE and the company undertakes to produce evidence of such payments to RTE on request. The Company hereby indemnifies and agrees to keep indemnified RTE in respect of any claims that may be made against RTE in respect of any tax or PRSI or similar contributions due as a result of payments made to the Company for the Presenter's Services hereunder.

~~16~~~~15.23~~ References to persons shall include references to unincorporated associations, to the singular shall include references to the plural and to the masculine shall include references to the feminine and vice versa.

~~15.4~~~~16.3~~ This Agreement shall not be deemed to create any partnership, joint venture or employment relationship between the parties nor shall the Company hold the Company or the Presenter out as an agent of RTE.

~~15.5~~~~16.4~~ The Company acknowledges that nothing in this Agreement imposes any obligation on RTE to broadcast or exploit any programme in respect of which the Presenter provides the Services under this Agreement and the Presenter waives any claim for loss of publicity or opportunity or any claim of a similar nature. However non broadcast shall not in itself constitute valid grounds on which to decline to pay any fees due to the company under this Agreement.

~~15.6~~~~16.5~~ Any waiver of any breach of, or default under, any of the terms of this Agreement by RTE shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

~~15.7~~~~16.5~~ This Agreement may only be amended modified or waived by mutual agreement in writing signed by each party.

1716. Notices

~~16~~~~17.1~~ Any notice required to be given to RTE or the Company under this Agreement shall be in writing and served upon the addressee at such [email or postal](#) address as it may notify to the other party for such purpose and if none at the addressee's address stated at the head of this Agreement with copies to the Presenter by prepaid registered post or by personal delivery at any place or by facsimile transmission [or email](#) and shall be deemed to have been given if delivered at any place or by the time of delivery and if posted forty eight (48) hours (excluding Saturdays, Sundays and bank holidays) after posting and if sent by facsimile transmission on the addressee's business day next following the day of transmission.

Commented [REDACTED]: Agreed

1718. Severability

~~17~~~~18.1~~ If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated. In the event of an invalidity so

fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence negotiations in good faith to remedy that invalidity, whilst achieving the purpose of this Agreement.

| **1819.** **Jurisdiction**

| ~~1819.1~~ This agreement shall be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction to hear all matters arising out of or in connection with this Agreement.

SCHEDULE 1 SERVICES

The Company shall procure that the Presenter shall provide the following Services:

1. Radio Services:

- 1.1 Present the radio programme assignment, "*The Ryan Tubridy Show*" (or such other primetime show as may be advised following meaningful consultation with the Presenter) for ~~up to a maximum of ten (10)~~ five (5) hours per week for ~~forty two one (421)~~ 210205 weekdays during the Contract Year including regular programme Outside Broadcasts as required, or any other comparable programme assignment as reasonably directed by the Managing Director of Radio or his/her nominee(s) following meaningful consultation with the Presenter.
- 1.2 The Radio Show is currently scheduled five (5) hours per week between the hours of 9am – 10am, Monday to Friday inclusive.
- ~~1.3 If required, self-operate (comp-op) the Radio Show or other comparable programme, on a daily basis and other programme assigned from time to time as appropriate.~~
- 1.4 If required, return logs of all music, used or commissioned in the Radio Show.
- 1.5 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- 1.6 In exceptional circumstances the show may be pre-recorded by mutual agreement between the parties in advance.

Commented [REDACTED] Ok

2. TV Services:

- 2.1 Present up to thirty eight (38) episodes per annum of "*The Late Late Show*" or an equivalent programme of approximately one hundred and twenty (120) minutes duration per episode, as determined by the Director of Content, or his nominee. The TV Show is generally scheduled between 21:30pm and 11:30pm and it is hereby agreed that RTÉ will use its best endeavours to ensure that the Show finishes at 11.30pm save for exceptional circumstances where the Presenter agrees in advance except from 1 September to 31 December each year where this may not be possible. of "*The Late Late Show*" or an equivalent programme of approximately one hundred and twenty (120) minutes duration per episode, as determined by the Director of Programmes, Television or his/her nominee. ~~The Company and the Presenter hereby agree that the Presenter shall present any "special programmes" of the TV Show that may overrun the normal two (2) hour duration of the TV Show provided that total overruns per season of the TV Show shall not exceed three (3) hours in aggregate.~~ Television management undertake to consult in a meaningful way with the Company and/or the Presenter regarding any significant changes to The Late Late Show, or any move to a new programme. ~~At RTÉ's discretion It is agreed that up to two (2) four (4) TV Shows in any season may be pre-~~

Formatted: Font: Italic

Commented [REDACTED] Not agreed, can't guarantee an 11.30 finish Sept -December.

recorded. All episodes of the Late Late Show shall be broadcast weekly on a Friday during any one programme season unless otherwise scheduled by RTÉ.

- 2.2 It is agreed that the Presenter will not be obliged to provide his TV services ~~for on four~~ three occasions during the Contract Term provided that he is available for a pre-record for transmission on that date as agreed between the parties. These pre records will include one for transmission on Good Friday, the Country and Western Show and one other date around Christmas. RTÉ will use its best endeavours to agree one further pre record in each season around Spring or Midterm the exact date of which to be discussed and agreed with the Presenter. This is subject to the Presenter undertaking not to provide his Services to any third party and in particular BBC Radio during ~~this Easter period of these~~ non service days. Arrangements in relation to any pre-recorded programmes ~~for transmission on Good Friday~~ are to be agreed in good faith between the Parties at that time.

Commented [REDACTED] Three agreed, best endeavour regarding a forth.

- ~~2.3 Present up to three (3) additional television programme "one-offs or specials" per annum (or four (4) in years where there are 37 Late Late Shows in a season), such programmes to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter.~~

- ~~2.34 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.~~

- ~~2.5 Subject to the availability of the Presenter and subject to the prior consultation and agreement with the Managing Director of TV, the option of a further series, or series' of up to eight (8) programmes, with a duration of up to fifty two (52) minutes each, such series to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter. In considering whether the Presenter shall be available for additional TV Services requirements, the requirements of the Radio Services shall be taken into account.~~

All services additional to those set out in this Schedule 1 will incur additional fees, exact projects and fees to be negotiated and agreed between RTÉ and the Presenter.

- RTÉ shall provide the Company Presenter with office equipment including a PC, mobile telephone, desk and recording equipment as required for the purposes of providing the Services hereunder.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein **WRITTEN**

SIGNED for and on behalf of
RAIDIÓ TEILIFÍS ÉIREANN

In the presence of

Witness:

Name:

Address:

SIGNED for and on behalf of
TUTTLE PRODUCTIONS LIMITED

In the presence of

Witness:

Name:

Address:

PAC 05 - Email NKM to RTE - 1 April 2020

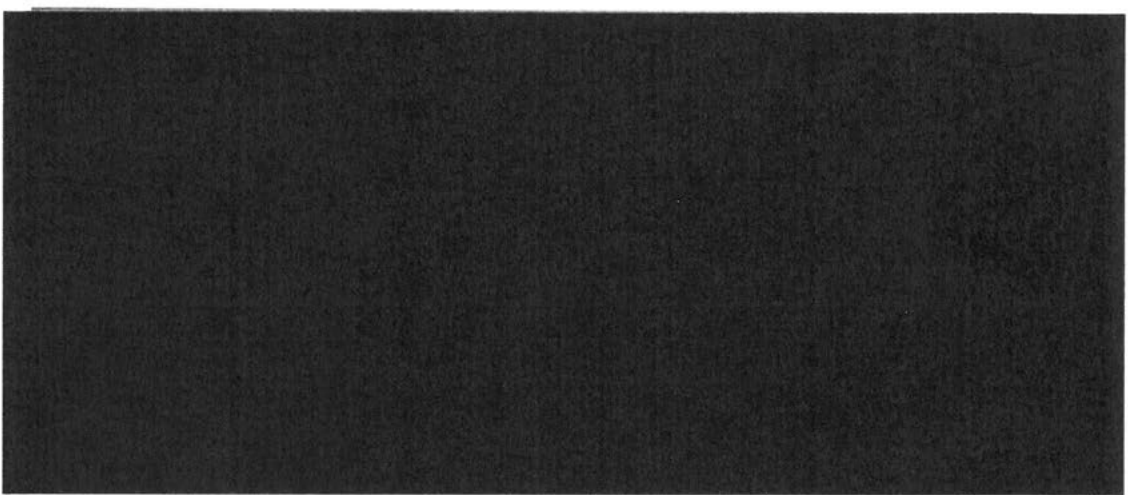
From: [REDACTED]
Sent: Wednesday 1 April 2020 07:37:24
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Morning [REDACTED]
Thank you for sending this through – we will review.
I look forward to receiving an update on the side letters also.
Kind regards,

[REDACTED]
From: [REDACTED]@rte.ie>
Sent: 31 March 2020 12:09
To: [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>
Subject: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Hi [REDACTED]
Please see attached contract with my response to your changes marked up.
I will be back to you separately on the side letters.
Kind regards,

[REDACTED]
RTÉ Solicitors' Office
Donnybrook, Dublin 4



PAC 05- Email NKM to RTE - 3 April 2020

From: [REDACTED]
Sent: Friday 3 April 2020 09:02
To: [REDACTED]
Cc: [REDACTED] Noel
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Morning [REDACTED]

I hope you're well today!

I am coming back to you with comments on the mark ups you sent through this week.

With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3: There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

5.7.3: Ryan and his team are never on air on bank holidays.

5.9: We need to limit the amount and nature of activities that Ryan will have to do with sponsors and perhaps we can agree compromised wording for this Clause. It is too open as it stands and allows any promotion for brands.

6.3: There are some external activities that we would like Ryan to have the ability to do without having to notify the Director General in advance, these are annual events that Ryan has committed to doing previously, for which repeated approval from RTÉ would seem unnecessary e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.

6.5: As a compromise, we can agree to four consecutive weeks.

6.8: I think our inclusion of the qualify wording "*reasonably*" in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan's activities is entirely appropriate.

7.3: Again, I think our inclusion of the word "*significant*" is entirely reasonable and Ryan should be consulted in relation to any significant changes to the format or styling of the programmes. Again, this does not pose a particular onerous burden on RTÉ.

7.4: I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

9.7: I believe that Ryan should be allowed to use his name in conjunction with the TV show and related materials, do you have suggested wording in this regard?

11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan's contract?

11.2: We must insist upon the period of suspension being "two months" before termination can take effect.

11.3: We would prefer to have this removed.

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

Can you please let me know when you expect to have an update on the side letters?

Kind regards,

From: [REDACTED]@rte.ie>
Sent: 31 March 2020 12:09
To: [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>
Subject: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Hi [REDACTED]

Please see attached contract with my response to your changes marked up.

I will be back to you separately on the side letters.

Kind regards,

[REDACTED]
RTE Solicitors' Office
Donnybrook, Dublin 4

PAC 05 - Email RTÉ to NKM - 3 April 2020

From: [REDACTED]
Sent: Friday 3 April 2020 15:59:30
To: [REDACTED]
Cc: [REDACTED]; Noel
Subject: Re: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Thanks [REDACTED]
I've sent that on to the client.
I'm [REDACTED]

Kind regards,
[REDACTED]
RTE Solicitors' Office
Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>
Sent: Friday, April 3, 2020 9:02:43 AM
To: [REDACTED]@rte.ie>
Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Morning [REDACTED]
I hope you're well today!

I am coming back to you with comments on the mark ups you sent through this week.

With a view to finalising the contract asap, I have outlined the outstanding issues below:

- 5.3:** There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.
- 5.7.3:** Ryan and his team are never on air on bank holidays.
- 5.9:** We need to limit the amount and nature of activities that Ryan will have to do with sponsors and perhaps we can agree compromised wording for this Clause. It is too open as it stands and allows any promotion for brands.
- 6.3:** There are some external activities that we would like Ryan to have the ability to do without having to notify the Director General in advance, these are annual events that Ryan has committed to doing previously, for which repeated approval from RTÉ would seem unnecessary e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.
- 6.5:** As a compromise, we can agree to four consecutive weeks.
- 6.8:** I think our inclusion of the qualify wording "*reasonably*" in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan's activities is entirely appropriate.
- 7.3:** Again, I think our inclusion of the word "*significant*" is entirely reasonable and Ryan should be consulted in relation to any significant changes to the format or styling of the programmes. Again, this does not pose a particular onerous burden on RTÉ.
- 7.4:** I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?
- 9.7:** I believe that Ryan should be allowed to use his name in conjunction with the TV show and related materials, do you have suggested wording in this regard?

11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan's contract?

11.2: We must insist upon the period of suspension being "two months" before termination can take effect.

11.3: We would prefer to have this removed.

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

Can you please let me know when you expect to have an update on the side letters?

Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 31 March 2020 12:09

To: [REDACTED]@dnkmanagement.ie>

Cc: [REDACTED]@rte.ie>

Subject: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Hi [REDACTED]

Please see attached contract with my response to your changes marked up.

I will be back to you separately on the side letters.

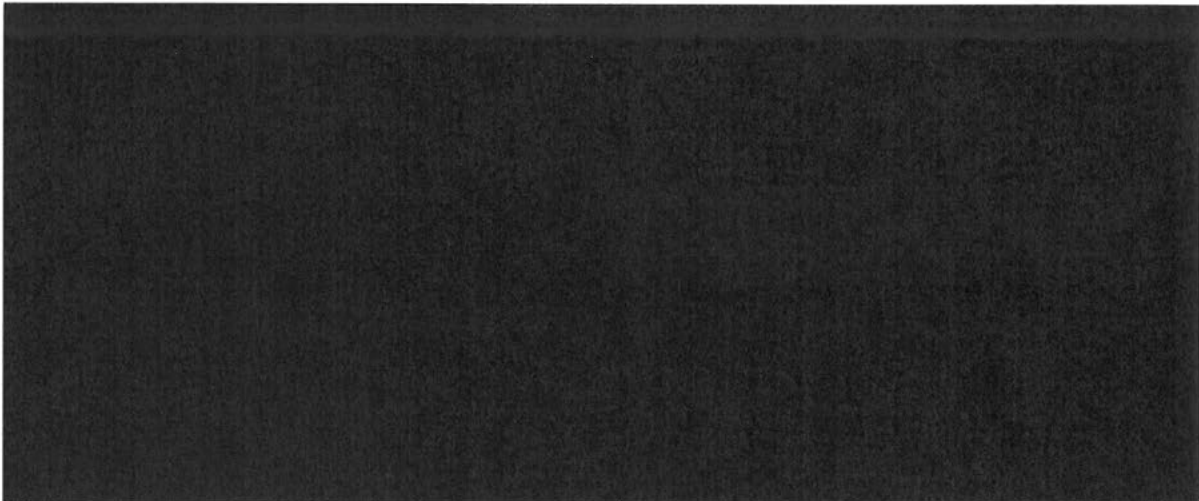
Kind regards,

[REDACTED]

RTÉ Solicitors' Office

Donnybrook, Dublin 4

[REDACTED]



PAC 05 - Email NKM to RTE - 3 April 2020

From: [REDACTED]
Sent: Friday 3 April 2020 16:02:59
To: [REDACTED]
Cc: [REDACTED]; Noel
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Thanks [REDACTED]
[REDACTED]

Thanks
[REDACTED]

From: [REDACTED]@rte.ie
Sent: 03 April 2020 16:00
To: [REDACTED]@nkmanagement.ie
Cc: [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>
Subject: Re: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Thanks [REDACTED]

I've sent that on to the client.
[REDACTED]

Kind regards.
[REDACTED]

RTÉ Solicitors' Office
Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED]@nkmanagement.ie
Sent: Friday, April 3, 2020 9:02:43 AM
To: [REDACTED]@rte.ie
Cc: [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Morning [REDACTED]

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Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

Can you please let me know when you expect to have an update on the side letters?

Kind regards,

[Redacted]

From: [Redacted] <[Redacted]@rte.ie>

Sent: 31 March 2020 12:09

To: [Redacted] <[Redacted]@nkmanagement.ie>

Cc: [Redacted] <[Redacted]@rte.ie>

Subject: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Hi [Redacted]

Please see attached contract with my response to your changes marked up.

I will be back to you separately on the side letters.

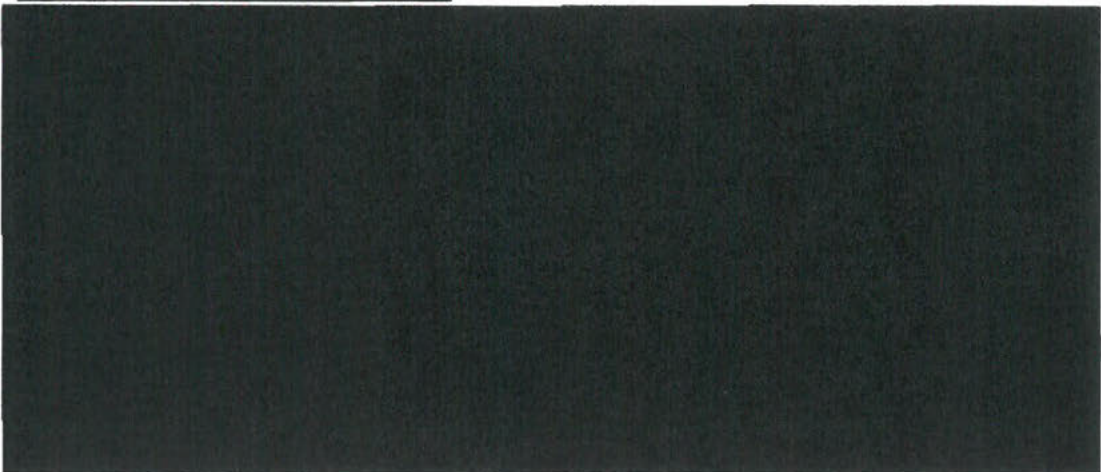
Kind regards,

[Redacted]

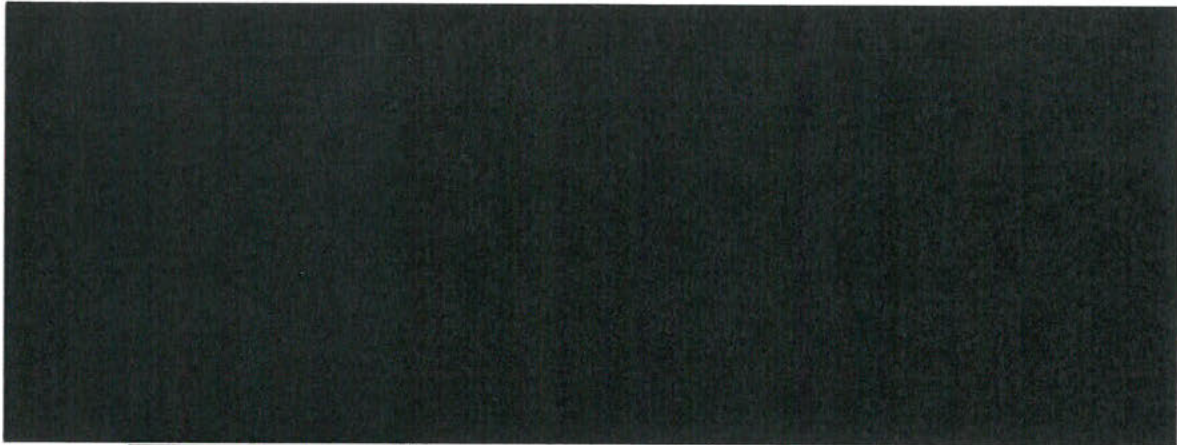
RTE Solicitors' Office

Donnybrook, Dublin 4

[Redacted]



PAC 05 - Email NKM to RTÉ - 8 April 2020



From: [redacted]@nkmanagement.ie]
Sent: 08 April 2020 16:08
To: [redacted]@rte.ie>
Cc: Noel <Noel@cmsmarketing.com>
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Hi [redacted]
Thanks for the call.
I will ask [redacted] to reduce the invoice based on the €440,000 per annum.
You have said that you will come back to me next week in relation to the comments on the contract and the side letters, we can then discuss how we can invoice the payment of the additional €75,000.
[redacted] Happy Easter.

Kind regards,
[redacted]

From: [redacted]@rte.ie>
Sent: 08 April 2020 14:27
To: [redacted]@nkmanagement.ie>
Subject: Re: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Hi [redacted]
I don't have a mobile number for you but when you get a chance could you give me a quick call on [redacted] after 4.00 pm.

[redacted]
RTÉ Solicitors' Office
Donnybrook, Dublin 4
[redacted]

From: [redacted]@nkmanagement.ie>
Sent: Friday, April 3, 2020 4:02:59 PM
To: [redacted]@rte.ie>
Cc: [redacted]@rte.ie>; Noel <Noel@cmsmarketing.com>
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Thanks [redacted]
[redacted]

Thanks,
[redacted]

From: [REDACTED]@rte.ie>
Sent: 03 April 2020 16:00
To: [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Subject: Re: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)
Thanks [REDACTED]
I've sent that on to the client.

Kind regards,
[REDACTED]

RTÉ Solicitors' Office
Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED]@nkmanagement.ie>
Sent: Friday, April 3, 2020 9:02:43 AM
To: [REDACTED]@rte.ie>
Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Subject: RE: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)
Morning [REDACTED]

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11.3: We would prefer to have this removed.

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

Can you please let me know when you expect to have an update on the side letters?

Kind regards,

[REDACTED]
From: [REDACTED] <[REDACTED]@rte.ie>

Sent: 31 March 2020 12:09

To: [REDACTED] <[REDACTED]@nkmanagement.ie>

Cc: [REDACTED] <[REDACTED]@rte.ie>

Subject: DRAFT Agreement RTE and Tuttle Productions 31.03.2020 (tracked)

Hi [REDACTED]

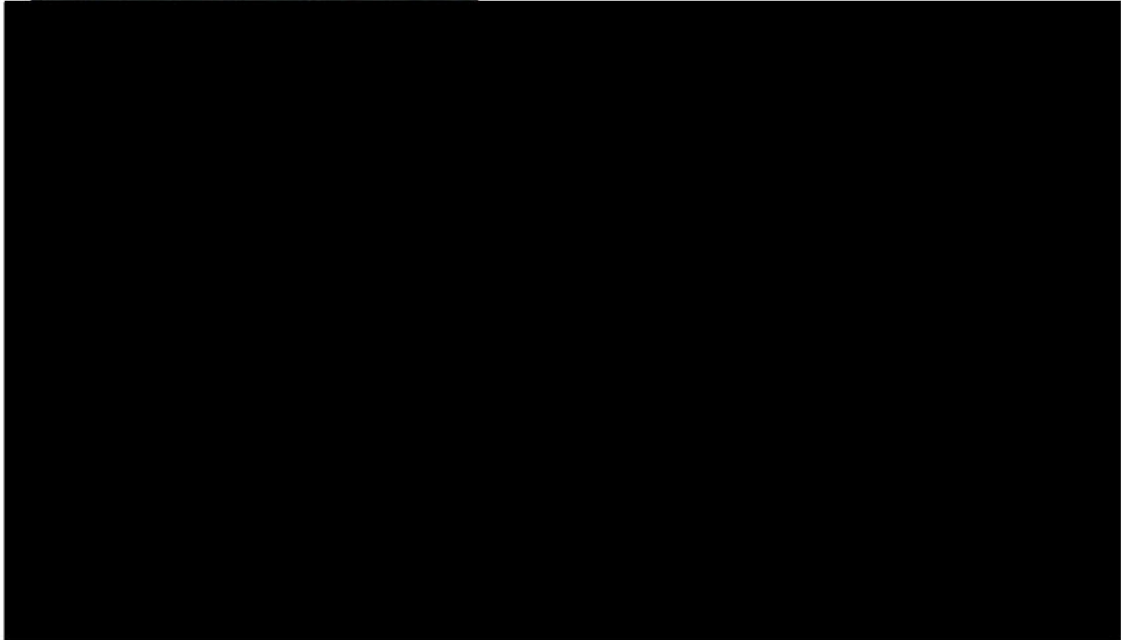
Please see attached contract with my response to your changes marked up.

I will be back to you separately on the side letters.

Kind regards,

[REDACTED]
RTÉ Solicitors' Office

Donnybrook, Dublin 4



PAC 05 - Email RTÉ to NKM - 15 April 2020

From: [REDACTED]
To: "Noel"; [REDACTED]
Subject: Ryan Tubridy
Date: Wednesday 15 April 2020 17:14:35
Attachments: [image001.png](#)
[DRAFT fee guarantee Side Letter.5GZ JOM 19.3.2020.doc](#)
[Side Letter \[REDACTED\].4HZ JOM 19.3.20.doc](#)
[image002.jpg](#)

[REDACTED] ?
Hi [REDACTED]

I've cut and paste your email to me of the 3rd April last together with our responses in blue below. Hopefully you will review and we will be able to agree to sign off on this as soon as possible.

I attach the fee guarantee letter with some small changes marked up. As discussed things have changed immeasurably since these negotiations commenced and as I indicated to you on the phone last week I have included a new line reflecting that if there are further reductions sought to the fees paid to contractors or staff (that is beyond those that Ryan has already agreed to take within this contract) that we may seek a commensurate reduction from his fee. Myself and Richard can talk to you about this on Friday if needs be.

The other side letter as amended by Joe as attached is fine.

Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

Kind regards.
[REDACTED]

With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3: There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

Not agreed.

5.7.3: Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non-service days.

5.9: We need to limit the amount and nature of activities that Ryan will have to do with sponsors and perhaps we can agree compromised wording for this Clause. It is too open as it stands and allows any promotion for brands.

We disagree, this is already qualified by the previous sentence which ensures that such request be reasonable. This clause has always been in the contract and relates to events such as photoshoots with a sponsor to announce a new deal, but it would not include additional events for the sponsor.

6.3: There are some external activities that we would like Ryan to have the ability to do without having to notify the Director General in advance, these are annual events that Ryan has committed to doing previously, for which repeated approval from RTÉ would seem unnecessary e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.

Can you please provide a detailed list of these event and what is required of the Presenter and we can seek to have them listed in the contract.

6.5: As a compromise, we can agree to four consecutive weeks.

Not agreed, any more than 3 consecutive weeks will negatively affect JNLR's

6.8: I think our inclusion of the qualify wording “*reasonably*” in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan’s activities is entirely appropriate.

This is impractical something will either adversely affect RTE or not - the word “reasonably” will not change this.

7.3: Again, I think our inclusion of the word “*significant*” is entirely reasonable and Ryan should be consulted in relation to any significant changes to the format or styling of the programmes. Again, this does not pose a particular onerous burden on RTÉ.

Ok

7.4: I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

While it is agreed that such promotion may positively impact both shows and may take place through local agreement, at this time we are not in a position to commit to this in the contract.

9.7: I believe that Ryan should be allowed to use his name in conjunction with the TV show and related materials, do you have suggested wording in this regard?

I am not sure what you are looking for here, of course Ryan can use his name in relation to other work and shows however he cannot use the programme names associated with RTE such as the Late Late Show without prior agreement .

11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan’s contract? **Agreed.**

11.2: We must insist upon the period of suspension being “*two months*” before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3: We would prefer to have this removed. **Agreed.**

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.



RTÉ Solicitors' Office

Donnybrook, Dublin 4

PAC 05 - Email NKM to RTE - 17 April 2020

From: [REDACTED]
To: [REDACTED]; Noel
Cc: [REDACTED]
Subject: RE: Ryan Tubridy
Date: Friday 17 April 2020 13:19:07
Attachments: [image001.jpg](#)
[image002.png](#)

Hi [REDACTED]

Good to catch up this morning.

I know you're going to come back to us on all of the points below but I wanted to clarify the three main issues following our call.

As discussed, your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email. You mentioned that you will come back to us on this.

In relation to the 11.30pm finish, please see suggested wording below for Schedule 2:

The programme time is 9.30pm to 11.30pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so.

We mentioned that we would have a call again on Tuesday.

Kind regards,

[REDACTED]

From: [REDACTED]
Sent: 17 April 2020 08:23
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Morning [REDACTED]

Thank you for your email on Wednesday in response to our email on 3 April.

I set out below our position on the outstanding points in the draft agreement.

5.9: We need to make it clear what is meant by Promotional Activities and this cannot remain open ended particularly given the style and content of the Programmes. We request clarification that this includes photo calls and promotion around the sponsorship of either Programme.

6.3: The list of external activities that should not require prior approval are Arnotts Story Telling, Texaco Children's Art Competition, Shelbourne Hotel Christmas Lights, SVP, ISPCC.

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Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 15 April 2020 17:15

To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>

Cc: [REDACTED]@rte.ie>

Subject: Ryan Tubridy

[REDACTED]

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The other side letter as amended by Joe as attached is fine.

Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

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With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3:There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

Not agreed.

5.7.3:Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non-service days.

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We disagree, this is already qualified by the previous sentence which ensures that such request be reasonable. This clause has always been in the contract and relates to events such as photoshoots with a sponsor to announce a new deal, but it would not include additional events for the sponsor.

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11.2:We must insist upon the period of suspension being "two months" before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3:We would prefer to have this removed. **Agreed.**

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(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.



RTÉ Solicitors' Office

Donnybrook, Dublin 4

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PAC 05 - Email NKM to RTE - 23 April 2020

From: [REDACTED]
Sent: Thursday 23 April 2020 13:15:17
To: [REDACTED] Noel
Cc: [REDACTED]
Subject: RE: Ryan Tubridy

Hi [REDACTED]
I hope you're well!
I am checking in to see if you have any update on Ryan's contract please?
Kind regards,
[REDACTED]

From: [REDACTED]
Sent: 17 April 2020 13:19
To: [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie
Subject: RE: Ryan Tubridy

Hi [REDACTED]
Good to catch up this morning.
I know you're going to come back to us on all of the points below but I wanted to clarify the three main issues following our call.
As discussed, your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.
We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email. You mentioned that you will come back to us on this.
In relation to the 11.30pm finish, please see suggested wording below for Schedule 2:
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Kind regards,
[REDACTED]

From: [REDACTED]
Sent: 17 April 2020 08:23
To: [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie
Subject: RE: Ryan Tubridy

Morning [REDACTED]
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I set out below our position on the outstanding points in the draft agreement.
5.9: We need to make it clear what is meant by Promotional Activities and this cannot remain open ended particularly given the style and content of the Programmes. We request clarification that this includes photo calls and promotion around the sponsorship of either Programme.
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Sent: 15 April 2020 17:15

To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>

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Subject: Ryan Tubridy

RTÉ Solicitors' Office

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RTÉ [REDACTED]

RTÉ Solicitors' Office

Donnybrook, Dublin 4
[REDACTED]

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PAC 05 - Email Agent's solicitor to RTE - 27 April 2020



From: Joe O'Malley <jomalley@hayes-solicitors.ie>

Sent: Monday, April 27, 2020 12:40 p.m.

To: [REDACTED]

Cc: Noel; [REDACTED]@nkmanagement.ie); [REDACTED]

Subject: RT/ Tuttle Productions Limited

Hi [REDACTED]

Further to our call last Friday, I understand that the side letter in relation to the Sponsor's payment is currently holding up finalisation of the agreement and related side letters. I also understand per Noel's email to RTE on 20.2.2020 that it was agreed that RTE would guarantee and underwrite this annual payment of €75,000 and that critical point of agreement has informed all other aspects of the agreement. This was addressed in the email in the following terms;

- *As discussed the fee from the commercial agreement would be €75,000 per contract year to cover three Late Late Show host style appearances (one Dublin and two outside of Dublin) we would also need a side letter agreement from RTE to guarantee and underwrite this fee for the duration of this contract and beyond into the next contract. We made good progress on what the commercial agreement would be and we agree to one in Dublin and two outside Dublin which are RTÉ led LLS events and we can provide you with a side letter to underwrite this fee for the duration of the contract. This is fine and we will need full view of this contract before it is signed.*

This agreed arrangement can only properly be achieved by RTE providing the side letter that was provided on 19.3.2020 in the attached form. We cannot agree to any amendments to this version.

Thanks.

Joe.

Joe O'Malley

Partner

Hayes solicitors

Lavery House, Earlsfort Terrace, Dublin 2, Ireland.

Tel: [REDACTED] Fax: [REDACTED] Email: jomalley@hayes-solicitors.ie
www.hayes-solicitors.ie

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Please be aware of the increasing risks posed to individuals and businesses arising from online fraud and cybercrime. Hayes Solicitors will never communicate a change in our bank account details to you via email. If you receive an email claiming to be from us and notifying you of a change in bank account details, please contact us immediately and do not transfer any funds to the account

Based on client feedback, Hayes solicitors is a recommended firm in leading independent directories Legal500 and Chambers Europe.

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PAC 05 - Email NKM to RTE - 29 April 2020

From: [REDACTED]
Sent: Wednesday 29 April 2020 15:35:07
To: [REDACTED] Noel
Cc: [REDACTED]
Subject: RE: Ryan Tubridy

Hi [REDACTED]
How are you?
I know you have been in touch with Joe in relation to the sponsor side letter and that you are going to come back on that.
I wanted to check in regarding all else below – do you have an update please?
Kind regards,
[REDACTED]

From: [REDACTED]
Sent: 23 April 2020 13:15
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]
I hope you're well!
I am checking in to see if you have any update on Ryan's contract please?
Kind regards,
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Sent: 17 April 2020 13:19
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

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[REDACTED]

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To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
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To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>
Subject: Ryan Tubridy

RTÉ Solicitors' Office

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Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

Kind regards.

With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3: There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

Not agreed.

5.7.3: Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non- service days.

5.9: We need to limit the amount and nature of activities that Ryan will have to do with sponsors and perhaps we can agree compromised wording for this Clause. It is too open as it stands and allows any promotion for brands.

We disagree, this is already qualified by the previous sentence which ensures that such request be reasonable. This clause has always been in the contract and relates to events such as photoshoots with a sponsor to announce a new deal, but it would not include additional events for the sponsor.

6.3: There are some external activities that we would like Ryan to have the ability to do without having to notify the Director General in advance, these are annual events that Ryan has committed to doing previously, for which repeated approval from RTÉ would seem unnecessary e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.

Can you please provide a detailed list of these event and what is required of the Presenter and we can seek to have them listed in the contract.

6.5: As a compromise, we can agree to four consecutive weeks.

Not agreed, any more than 3 consecutive weeks will negatively affect JNLR's

6.8: I think our inclusion of the qualify wording "reasonably" in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan's activities is entirely appropriate.

This is impractical something will either adversely affect RTE or not - the word "reasonably" will not change this.

7.3: Again, I think our inclusion of the word "significant" is entirely reasonable and Ryan should be consulted in relation to any significant changes to the format or styling of the programmes. Again, this does not pose a particular onerous burden on RTÉ.

Ok

7.4: I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

While it is agreed that such promotion may positively impact both shows and may take place through local agreement, at this time we are not in a position to commit to this in the contract.

9.7: I believe that Ryan should be allowed to use his name in conjunction with the TV show and related materials, do you have suggested wording in this regard?

I am not sure what you are looking for here, of course Ryan can use his name in relation to other work and shows however he cannot use the programme names associated with RTE such as the Late Late Show without prior agreement .

11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan's contract? **Agreed**

11.2: We must insist upon the period of suspension being "two months" before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3: We would prefer to have this removed. **Agreed.**

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.

RTÉ

RTÉ Solicitors' Office

Donnybrook, Dublin 4

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PAC 05 - Email RTÉ to NKM - 30 April 2020

From: [REDACTED]
Sent: Thursday 30 April 2020 11:45:17
To: [REDACTED] Noel
Cc: [REDACTED] Richard Collins
Subject: Re: Ryan Tubridy

Morning [REDACTED]

As discussed we need to agree a form of wording on the side letter in the unlikely event that RTE find themselves in circumstances where they need to reduce the fees paid to Ryan in the latter stages of this 5 year contract. We had asked you to come back with a form of wording and await that.

We are working on the sponsorship and I will update you on that as soon as I can.

The wording re the 11.30 finish is agreed.

Kind regards,

[REDACTED]
RTÉ Solicitors' Office
Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>
Sent: Wednesday, April 29, 2020 3:35:07 PM
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]

How are you?

I know you have been in touch with Joe in relation to the sponsor side letter and that you are going to come back on that.

I wanted to check in regarding all else below – do you have an update please?

Kind regards,

[REDACTED]
From: [REDACTED]
Sent: 23 April 2020 13:15
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]

I hope you're well!

I am checking in to see if you have any update on Ryan's contract please?

Kind regards,

[REDACTED]
From: [REDACTED]
Sent: 17 April 2020 13:19
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]

Good to catch up this morning.

I know you're going to come back to us on all of the points below but I wanted to clarify the three main issues following our call.

As discussed, your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email. You mentioned that you will come back to us on this.

In relation to the 11.30pm finish, please see suggested wording below for Schedule 2:

The programme time is 9.30pm to 11.30pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so.

We mentioned that we would have a call again on Tuesday.

Kind regards,

[Redacted]

From: [Redacted]

Sent: 17 April 2020 08:23

To: [Redacted] <[Redacted]@rte.ie>; Noel <Noel@cmsmarketing.com>

Cc: [Redacted] <[Redacted]@rte.ie>

Subject: RE: Ryan Tubridy

Morning [Redacted]

Thank you for your email on Wednesday in response to our email on 3 April.

I set out below our position on the outstanding points in the draft agreement.

5.9: We need to make it clear what is meant by Promotional Activities and this cannot remain open ended particularly given the style and content of the Programmes. We request clarification that this includes photo calls and promotion around the sponsorship of either Programme.

6.3: The list of external activities that should not require prior approval are Arnotts Story Telling, Texaco Children's Art Competition, Shelbourne Hotel Christmas Lights, SVP, ISPPC.

6.5: We do not understand the basis for contending that 3 consecutive weeks does not affect JNLR ratings yet 4 consecutive weeks would have this effect. The aggregate period allowed for BBC work is 6 weeks per year and all such work for BBC must be done within the non-service period.

9.7: Can we agree that Ryan is entitled to refer to the programme names in connection with interviews or his attendance at events where same is not associated with any promotional activity?

Schedule (para 2): We need to clarify the programme time being 9.30pm to 11.30pm, this is what had been agreed – we can discuss on our call this morning?

Your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email.

We can discuss all of the above this morning.

Kind regards,

[Redacted]

From: [Redacted] <[Redacted]@rte.ie>

Sent: 15 April 2020 17:15

To: Noel <Noel@cmsmarketing.com>; [redacted]@nkmanagement.ie>

Cc: [redacted]@rte.ie>

Subject: Ryan Tubridy

RTÉ Solicitors' Office

Hi [redacted]

I've cut and paste your email to me of the 3rd April last together with our responses in blue below. Hopefully you will review and we will be able to agree to sign off on this as soon as possible.

I attach the fee guarantee letter with some small changes marked up. As discussed things have changed immeasurably since these negotiations commenced and as I indicated to you on the phone last week I have included a new line reflecting that if there are further reductions sought to the fees paid to contractors or staff (that is beyond those that Ryan has already agreed to take within this contract) that we may seek a commensurate reduction from his fee. Myself and Richard can talk to you about this on Friday if needs be.

The other side letter as amended by Joe as attached is fine.

Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

Kind regards.

[redacted]

With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3: There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

Not agreed.

5.7.3: Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non-service days.

5.9: We need to limit the amount and nature of activities that Ryan will have to do with sponsors and perhaps we can agree compromised wording for this Clause. It is too open as it stands and allows any promotion for brands.

We disagree, this is already qualified by the previous sentence which ensures that such request be reasonable. This clause has always been in the contract and relates to events such as photoshoots with a sponsor to announce a new deal, but it would not include additional events for the sponsor.

6.3: There are some external activities that we would like Ryan to have the ability to do without having to notify the Director General in advance, these are annual events that Ryan has committed to doing previously, for which repeated approval from RTÉ would seem unnecessary e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.

Can you please provide a detailed list of these event and what is required of the Presenter and we can seek to have them listed in the contract.

6.5: As a compromise, we can agree to four consecutive weeks.

Not agreed, any more than 3 consecutive weeks will negatively affect JNLR's

6.8: I think our inclusion of the qualify wording "reasonably" in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan's activities is entirely appropriate.

This is impractical something will either adversely affect RTE or not - the word "reasonably" will not change this.

7.3: Again, I think our inclusion of the word "significant" is entirely reasonable and Ryan should be consulted in relation to any significant changes to the format or styling of the programmes. Again, this does not pose a particular onerous burden on RTÉ.

Ok

7.4: I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

While it is agreed that such promotion may positively impact both shows and may take place through local agreement, at this time we are not in a position to commit to this in the contract.

9.7: I believe that Ryan should be allowed to use his name in conjunction with the TV show and related materials, do you have suggested wording in this regard?

I am not sure what you are looking for here, of course Ryan can use his name in relation to other work and shows however he cannot use the programme names associated with RTE such as the Late Late Show without prior agreement.

11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan's contract? **Agreed.**

11.2: We must insist upon the period of suspension being "two months" before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3: We would prefer to have this removed. **Agreed.**

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.

RTÉ

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Donnybrook, Dublin 4

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PAC 05 - Email NKM to RTÉ - 1 May 2020

From: [REDACTED]
Sent: Friday 1 May 2020 11:34
To: [REDACTED] Noel
Cc: [REDACTED] Richard Collins
Subject: RE: Ryan Tubridy

Hi [REDACTED]

Thank you for coming back to me.

I look forward to hearing from you in relation to the sponsorship. Let me know what time suits on Thursday afternoon to have a call?

That's great that you're happy with the wording on the 11.30pm finish, thank you.

Regarding the guarantee letter, it is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3rd April. This is not something we are prepared to renegotiate at this point.

There were three outstanding issues within the contract, I have copied them below for ease:

- 5.9: We need to make it clear what is meant by Promotional Activities and this cannot remain open ended particularly given the style and content of the Programmes. We request clarification that this includes photo calls and promotion around the sponsorship of either Programme.
- 6.3: The list of external activities that should not require prior approval are Arnotts Story Telling, Texaco Children's Art Competition, Shelbourne Hotel Christmas Lights, SVP, ISPC.
- 6.5: We do not understand the basis for contending that 3 consecutive weeks does not affect JNLR ratings yet 4 consecutive weeks would have this effect. The aggregate period allowed for BBC work is 6 weeks per year and all such work for BBC must be done within the non-service period.
- 9.7: Can we agree that Ryan is entitled to refer to the programme names in connection with interviews or his attendance at events where same is not associated with any promotional activity?

I look forward to speaking with you on Thursday afternoon.

Kind regards,
[REDACTED]

From: [REDACTED]@rte.ie>
Sent: 30 April 2020 11:45
To: [REDACTED]@nkmanagement.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>; Richard Collins <Richard.Collins@rte.ie>
Subject: Re: Ryan Tubridy

Morning [REDACTED]

As discussed we need to agree a form of wording on the side letter in the unlikely event that RTE find themselves in circumstances where they need to reduce the fees paid to Ryan in the latter stages of this 5 year contract. We had asked you to come back with a form of wording and await that.

We are working on the sponsorship and I will update you on that as soon as I can.

The wording re the 11.30 finish is agreed.

Kind regards,

[REDACTED]
RTÉ Solicitors' Office
Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>
Sent: Wednesday, April 29, 2020 3:35:07 PM
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]

How are you?

I know you have been in touch with Joe in relation to the sponsor side letter and that you are going to come back on that.

I wanted to check in regarding all else below – do you have an update please?

Kind regards,

[REDACTED]
From: [REDACTED]
Sent: 23 April 2020 13:15
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]

I hope you're well!

I am checking in to see if you have any update on Ryan's contract please?

Kind regards,
[REDACTED]

From: [REDACTED]
Sent: 17 April 2020 13:19
To: [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie
Subject: RE: Ryan Tubridy

Hi [REDACTED]

Good to catch up this morning.

I know you're going to come back to us on all of the points below but I wanted to clarify the three main issues following our call.

As discussed, your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email. You mentioned that you will come back to us on this.

In relation to the 11.30pm finish, please see suggested wording below for Schedule 2:

The programme time is 9.30pm to 11.30pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so.

We mentioned that we would have a call again on Tuesday.

Kind regards,
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From: [REDACTED]
Sent: 17 April 2020 08:23
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Cc: [REDACTED]@rte.ie
Subject: RE: Ryan Tubridy

Morning [REDACTED]

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I set out below our position on the outstanding points in the draft agreement.

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Schedule (para 2): We need to clarify the programme time being 9.30pm to 11.30pm, this is what had been agreed – we can discuss on our call this morning?

Your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email.

We can discuss all of the above this morning.

Kind regards,

[Redacted]

From: [Redacted]@rte.ie>
Sent: 15 April 2020 17:15
To: Noel <Noel@cmsmarketing.com>; [Redacted]@nkmanagement.ie>
Cc: [Redacted]@rte.ie>
Subject: Ryan Tubridy

RTÉ Solicitors' Office

Hi [Redacted]

I've cut and paste your email to me of the 3rd April last together with our responses in blue below. Hopefully you will review and we will be able to agree to sign off on this as soon as possible.

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The other side letter as amended by Joe as attached is fine.

Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

Kind regards.



With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3:There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.
Not agreed.

5.7.3:Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non- service days.

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e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.

Can you please provide a detailed list of these event and what is required of the Presenter and we can seek to have them listed in the contract.

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Not agreed, any more than 3 consecutive weeks will negatively affect JNLR's

6.8:I think our inclusion of the qualify wording "reasonably" in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan's activities is entirely appropriate.

This is impractical something will either adversely affect RTE or not - the word "reasonably" will not change this.

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Ok

7.4:I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

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11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan's contract? Agreed.

11.2:We must insist upon the period of suspension being "two months" before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3:We would prefer to have this removed. **Agreed.**

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.

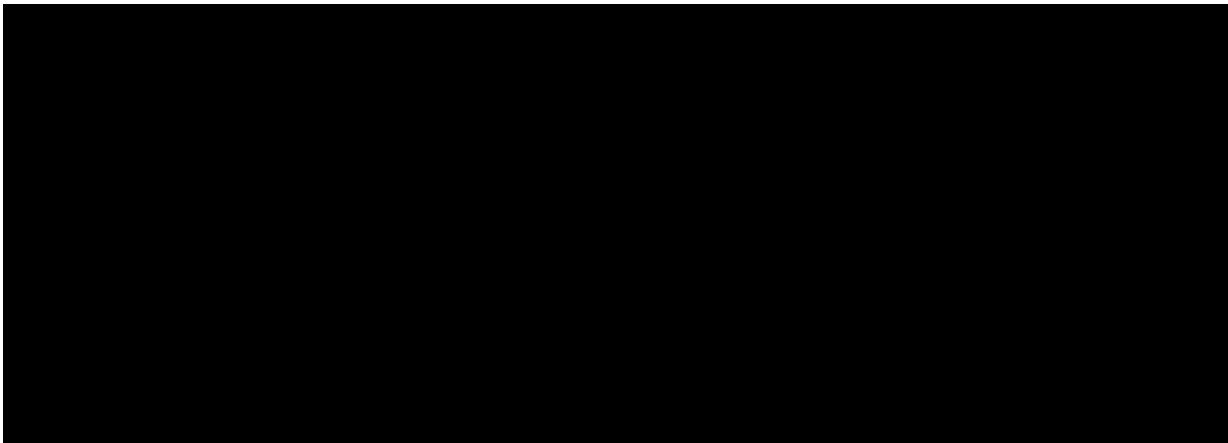
RTÉ

RTÉ Solicitors' Office

Donnybrook, Dublin 4

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PAC 05 - Email RTÉ to Agent's solicitor - 8 May 2020



From: [redacted]@rte.ie>
Sent: Friday, May 8, 2020 1:07:31 PM
To: Joe O'Malley <jomalley@hayes-solicitors.ie>
Subject: Re: RT/ Tuttle Productions Limited
Sure, would 3.00 suit?

[redacted]

[redacted]
RTE Solicitors' Office
Donnybrook, Dublin 4
[redacted]

From: Joe O'Malley <jomalley@hayes-solicitors.ie>
Sent: Friday, May 8, 2020 1:06:26 PM
To: [redacted]@rte.ie>
Cc: [redacted]@hayes-solicitors.ie>
Subject: RE: RT/ Tuttle Productions Limited

[redacted]
Please let me know if you have any time this afternoon to discuss the outstanding issue below in relation to this agreement. I understand that you and Dee Forbes met with Noel and [redacted] yesterday and I want to discuss something with you as a follow on from that meeting.

Thanks.
Joe.

From: Joe O'Malley
Sent: Monday 27 April 2020 12:41
To: [redacted]@rte.ie>
Cc: Noel <Noel@cmsmarketing.com>; [redacted]@nkmanagement.ie)
[redacted]@nkmanagement.ie>; [redacted]@hayes-solicitors.ie>
Subject: RT/ Tuttle Productions Limited

Hi [redacted]
Further to our call last Friday, I understand that the side letter in relation to the Sponsor's payment is currently holding up finalisation of the agreement and related side letters. I also understand per Noel's email to RTE on 20.2.2020 that it was agreed that RTE would guarantee and underwrite this annual payment of €75,000 and that critical point of agreement has informed all other aspects of the agreement. This was addressed in the email in the following terms;

- *As discussed the fee from the commercial agreement would be €75,000 per*

contract year to cover three Late Late Show host style appearances (one Dublin and two outside of Dublin) we would also need a side letter agreement from RTE to guarantee and underwrite this fee for the duration of this contract and beyond into the next contract. We made good progress on what the commercial agreement would be and we agree to one in Dublin and two outside Dublin which are RTÉ led LLS events and we can provide you with a side letter to underwrite this fee for the duration of the contract. This is fine and we will need full view of this contract before it is signed.

This agreed arrangement can only properly be achieved by RTE providing the side letter that was provided on 19.3.2020 in the attached form. We cannot agree to any amendments to this version.

Thanks.

Joe.

Joe O'Malley

Partner

Hayes solicitors

Lavery House, Earlsfort Terrace, Dublin 2, Ireland.

Tel: [REDACTED] Fax: [REDACTED] Email: jomalley@hayes-solicitors.ie
www.hayes-solicitors.ie

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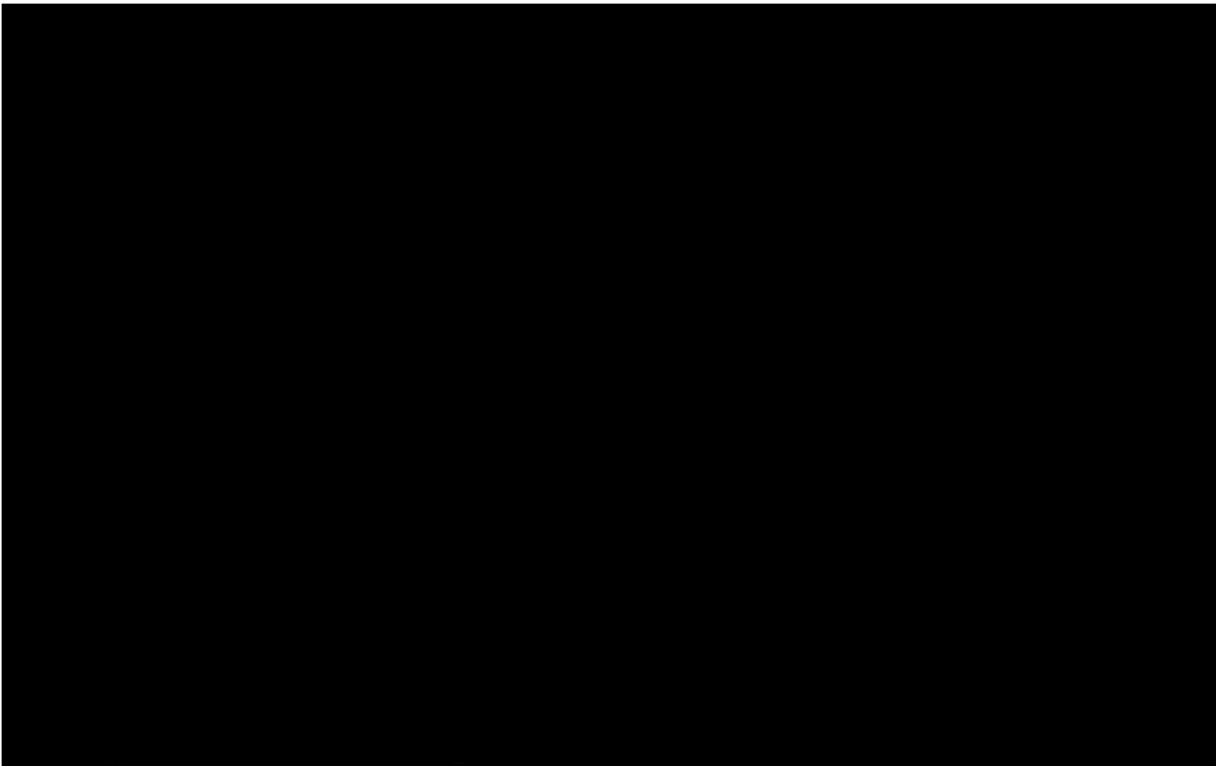
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PAC 05 - Email RTE to NKM - 13 May 2020



From [redacted]@rte.ie>
Sent: 13 May 2020 13:20
To: Noel <Noel@cmsmarketing.com>; [redacted]@nkmanagement.ie>
Cc: [redacted]@rte.ie>
Subject: RE: Ryan Tubridy

Dear Noel and [redacted]

Apologies for the delay in coming back to you on this email relating to the contract. I have highlighted our responses below and hopefully we will be in a position to sign off on this shortly. I spoke with Joe on Friday and I am waiting to hear back from Dee.

I think the two side letters relating to fees and the write off of fees are more or less there so if there are no further comments we can progress to signing.

Kind regards.

<image001.png

>

RTÉ Solicitors' Office

Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie]
Sent: 17 April 2020 08:23
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Morning [REDACTED]

Thank you for your email on Wednesday in response to our email on 3 April.

I set out below our position on the outstanding points in the draft agreement.

5.9: We need to make it clear what is meant by Promotional Activities and this cannot remain open ended particularly given the style and content of the Programmes. We request clarification that this includes photo calls and promotion around the sponsorship of either Programme.

Yes, this will include photo calls and promotion around the sponsor of the programme and possibly marketing campaigns for the programme(s). These are discussed with the Presenter in advance and there has never been a difficulty in relation to them.

6.3: The list of external activities that should not require prior approval are Arnotts Story Telling, Texaco Children's Art Competition, Shelbourne Hotel Christmas Lights, SVP, ISPPC.

Agreed, we can list these in the contract.

6.5: We do not understand the basis for contending that 3 consecutive weeks does not affect JNLR ratings yet 4 consecutive weeks would have this effect. The aggregate period allowed for BBC work is 6 weeks per year and all such work for BBC must be done within the non-service period.

There may be occasions where a period over 3 weeks could be agreed locally but we are not prepared to commit to this for each of the 5 years of this contract.

9.7: Can we agree that Ryan is entitled to refer to the programme names in connection with interviews or his attendance at events where same is not associated with any promotional activity? Yes

Schedule (para 2): We need to clarify the programme time being 9.30pm to 11.30pm, this is what had been agreed – we can discuss on our call this morning?

The following has been agreed:

The programme time is 9.30pm to 11.30pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so.

Your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

Ok, please resend that side letter for our final approval

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email.

This is not possible.

We can discuss all of the above this morning.

Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>
Sent: 15 April 2020 17:15
To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>
Subject: Ryan Tubridy

<image002.jpg>

Hi [REDACTED]

I've cut and paste your email to me of the 3rd April last together with our responses in blue below. Hopefully you will review and we will be able to agree to sign off on this as soon as possible.

I attach the fee guarantee letter with some small changes marked up. As discussed things have changed immeasurably since these negotiations commenced and as I indicated to you on the phone last week I have included a new line reflecting that if there are further reductions sought to the fees paid to contractors or staff (that is beyond those that Ryan has already agreed to take within this contract) that we may

seek a commensurate reduction from his fee. Myself and Richard can talk to you about this on Friday if needs be.

The other side letter as amended by Joe as attached is fine.

Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

Kind regards.



With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3: There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

Not agreed.

5.7.3: Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non- service days.

5.9: We need to limit the amount and nature of activities that Ryan will have to do with sponsors and perhaps we can agree compromised wording for this Clause. It is too open as it stands and allows any promotion for brands.

We disagree, this is already qualified by the previous sentence which ensures that such request be reasonable. This clause has always been in the contract and relates to events such as photoshoots with a sponsor to announce a new deal, but it would not include additional events for the sponsor.

6.3: There are some external activities that we would like Ryan to have the ability to do without having to notify the Director General in advance, these are annual events that Ryan has committed to doing previously, for which repeated approval from RTÉ would seem unnecessary e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.

Can you please provide a detailed list of these event and what is required of the Presenter and we can seek to have them listed in the contract.

6.5:As a compromise, we can agree to four consecutive weeks.

Not agreed, any more than 3 consecutive weeks will negatively affect JNLR's

6.8:I think our inclusion of the qualify wording “*reasonably*” in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan’s activities is entirely appropriate.

This is impractical something will either adversely affect RTE or not - the word “reasonably” will not change this.

7.3:Again, I think our inclusion of the word “*significant*” is entirely reasonable and Ryan should be consulted in relation to any significant changes to the format or styling of the programmes. Again, this does not pose a particular onerous burden on RTÉ.

Ok

7.4:I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

While it is agreed that such promotion may positively impact both shows and may take place through local agreement, at this time we are not in a position to commit to this in the contract.

9.7:I believe that Ryan should be allowed to use his name in conjunction with the TV show and related materials, do you have suggested wording in this regard?

I am not sure what you are looking for here, of course Ryan can use his name in relation to other work and shows however he cannot use the programme names associated with RTE such as the Late Late Show without prior agreement .

11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan’s contract? **Agreed.**

11.2:We must insist upon the period of suspension being “*two months*” before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3: We would prefer to have this removed. *Agreed.*

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.

<image001.png

>

RTÉ Solicitors' Office

Donnybrook, Dublin 4

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PAC 05 - Email NKM to RTÉ - 13 May 2020



From: Noel [mailto:Noel@cmsmarketing.com]

Sent: 13 May 2020 17:51

To: [redacted]@rte.ie>

Subject: Fwd: RT invoicing

Hi [redacted]

I am sorry i meant to copy you in on this also.

Regards

Noel

Sent from my iPhone

Begin forwarded message:

From: Noel <Noel@cmsmarketing.com>

Date: 13 May 2020 at 17:30:00 IST

To: Richard Collins <Richard.Collins@rte.ie>, Dee Forbes <dee.forbes@rte.ie>, Jim Jennings <Jim.Jennings@rte.ie>

Cc: [redacted]@nkmanagement.ie>, [redacted]@kta.ie>, Joe O'Malley <jomalley@hayes-solicitors.ie>

Subject: RE: RT invoicing

Richard,

As you are aware, the new contract has not yet been executed and we are still awaiting RTE's response on certain outstanding matters.

The pre-existing contract for services which is dated 9 November 2015 runs until 31 August 2020 pending its replacement with a new contract.

The April invoice has been submitted in accordance with this current agreement as it has always been during the currency of this contract.

It is incumbent on RTE to honour its obligations under this contract and discharge this invoice without delay.

As previously stated, I will revert to you in relation to your email on 7 May 2020 after I have taken appropriate professional advice and I expect to do so before the

end of this week. Meanwhile, RTE must honour the terms of all existing contracts in relation to the payment of invoices presented.

Regards,
Noel.

From: Richard Collins <Richard.Collins@rte.ie>
Sent: Wednesday 13 May 2020 17:05
To: Noel <Noel@cmsmarketing.com>; Dee Forbes <dee.forbes@rte.ie>; Jim Jennings <Jim.Jennings@rte.ie>
Cc: [REDACTED] <[\[REDACTED\]@nkmanagement.ie](mailto:[REDACTED]@nkmanagement.ie)>; [REDACTED] <[\[REDACTED\]@kta.ie](mailto:[REDACTED]@kta.ie)>; Joe O'Malley <jomalley@hayes-solicitors.ie>
Subject: Re: RT invoicing
Hi Noel,
Under the new contract Ryan isn't due to be paid for April till the end of May. But the invoicing needs to be resolved first.
Regards,
Richard

RTE RICHARD COLLINS Chief Financial Officer
RTE

Donnybrook, Dublin 4

T: [REDACTED] E: Richard.Collins@rte.ie | www.rte.ie

From: Noel <Noel@cmsmarketing.com>
Sent: Wednesday, May 13, 2020 4:24 PM
To: Richard Collins <Richard.Collins@rte.ie>; Dee Forbes <dee.forbes@rte.ie>; Jim Jennings <Jim.Jennings@rte.ie>
Cc: [REDACTED] <[\[REDACTED\]@nkmanagement.ie](mailto:[REDACTED]@nkmanagement.ie)>; Noel <Noel@cmsmarketing.com>; [REDACTED] <[\[REDACTED\]@kta.ie](mailto:[REDACTED]@kta.ie)>; Joe O'Malley <jomalley@hayes-solicitors.ie>
Subject: RE: RT invoicing
Richard,
We just had notification that Ryan Tubridy has not been paid for April and we were not given any prior warning by you or anyone in RTE.
As stated in my email to you below dated May the 7th we need to take advice on your email dated 7th of May 2020.
Please organise to pay invoice due to Ryan Tubridy as a matter of urgency.
I have copied the Director General and Jim Jennings on this email.
We will come back to you when we have the relevant advice back.
Regards
Noel
From: Richard Collins <Richard.Collins@rte.ie>
Sent: Wednesday 13 May 2020 16:07
To: Noel <Noel@cmsmarketing.com>
Cc: [REDACTED] <[\[REDACTED\]@nkmanagement.ie](mailto:[REDACTED]@nkmanagement.ie)>
Subject: Re: RT invoicing

Hi Noel,
Just following up on your last mail. The cutoff for the next fees payment run is this Friday and I need RT's April invoice reformatted as per below to include it in the payrun.
Regards,
Richard

RTÉ RICHARD COLLINS Chief Financial Officer
RTÉ

Donnybrook, Dublin 4

T: [REDACTED] E: Richard.Collins@rte.ie | www.rte.ie

From: Noel <Noel@cmsmarketing.com>
Sent: Thursday, May 7, 2020 12:25 PM
To: Richard Collins <Richard.Collins@rte.ie>
Cc: [REDACTED] <[\[REDACTED\]@nkmanagement.ie](mailto:[REDACTED]@nkmanagement.ie)>; [REDACTED] <[\[REDACTED\]@cmsmarketing.com](mailto:[REDACTED]@cmsmarketing.com)>; Joe O'Malley <jomalley@hayes-solicitors.ie>; Noel <Noel@cmsmarketing.com>; [REDACTED] <[\[REDACTED\]@kta.ie](mailto:[REDACTED]@kta.ie)>
Subject: RE: RT invoicing

Hi Richard,

I hope you are well.

We will need to take legal and tax advice in relation to your email below.

Until we have a detailed response from our team we will be invoicing as normal.

I will discuss this over the next few days with our legal and tax advisors and they may need to have a conversation with you.

I will be in touch as soon as our team get back to us.

Our legal advisors tax advisors and accountants are copied above.

Kind regards

Noel

From: Richard Collins <Richard.Collins@rte.ie>
Sent: Thursday 7 May 2020 11:38
To: Noel <Noel@cmsmarketing.com>
Cc: [REDACTED] <[\[REDACTED\]@nkmanagement.ie](mailto:[REDACTED]@nkmanagement.ie)>
Subject: Re: RT invoicing

Hi Noel,

Apologies for the delay in getting back to you.

As you probably know we are under investigation from the Revenue Commissioners in relation to our tax treatment of contractors. In order to defend the treatment of presenters as "independent contractors" rather than employees, one of the areas we need to make changes to is the invoicing process. This purpose of these changes is to protect both RTE and the presenter.

Below I am sharing the advice we have received in this matter invoicing on the following basis is required to distinguish an (independent contractor) presenter as a "contractor" :

- The monthly invoice is treated as a "retainer"
- Therefore no need to itemise services provided on the monthly invoice .
- Instead a reconciliation would be done at the end of the year against the contracted services for the year - any under / over delivery of services would be charged / deducted in this final invoice
- The monetary amount of monthly invoice should vary roughly in line with the services provided, i.e.
 - When on holidaysdon't invoice
 - Only providing radio servicesreduced amount invoiced
 - Providing tv and radiolarge amount invoiced
- The amount billed over the year would equate to the contractual fee but the phasing would vary by month as per above. This phasing should be agreed by the presenter and RTE
- Invoicing should be in arrears as per contract

I would like to implement this system of invoicing in relation to RT from April.

Likewise for [REDACTED] and all other presenters going forward.

Let me know when it would suit you to discuss the above.

Regards,

Richard

RTE RICHARD COLLINS Chief Financial Officer

RTE

Donnybrook, Dublin 4

T: [REDACTED] E: Richard.Collins@rte.ie | www.rte.ie

From: Noel <Noel@cmsmarketing.com>
Sent: Tuesday, May 5, 2020 8:54 PM
To: Richard Collins <Richard.Collins@rte.ie>
Cc: [REDACTED] <[\[REDACTED\]@nkmanagement.ie](mailto:[REDACTED]@nkmanagement.ie)>
Subject: Re: RT invoicing

Hi Richard

I hope you are well.

When I spoke with Jim he did not mention any specific client it was just that you would like a general chat.

Could you please send me an email with an outline what you are looking for I will discuss same with our CFO and come back to you or if you want to call me tomorrow after lunch you will get me on [REDACTED]

I am sure you can understand we don't discuss any of our clients personal arrangements and my accounts our clients personal accounts our lawyers or our tax advisors would not be in a position or at liberty to talk on my clients behalf to any third party without my agreement.

Kind regards

Noel

Sent from my iPhone

On 5 May 2020, at 20:01, Richard Collins <Richard.Collins@rte.ie> wrote:

Hi Noel,

I understand Jim Jennings mentioned to you about our invoicing requirements for RT and other independent contractors. If you could give me your accountant's contact details I'll give him a call to discuss or please pass on my details to him.

Regards,

Richard

<Outlook-izkldn5b.png>

PAC 05 - Email NKM to RTÉ - 14 May 2020

From: [REDACTED]
Sent: Thursday 14 May 2020 09:32:55
To: [REDACTED]; Noel
Cc: [REDACTED]
Subject: RE: Ryan Tubridy

Morning [REDACTED]
Thank you for coming back to us on Ryan's contract.
Can you please send us an updated draft contract that reflects the agreed amendments for our review at this stage so that we can try get sign off asap?
Kind regards,
[REDACTED]

From: [REDACTED]@rte.ie>
Sent: 13 May 2020 13:20
To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Dear Noel and [REDACTED]
Apologies for the delay in coming back to you on this email relating to the contract. I have highlighted our responses below and hopefully we will be in a position to sign off on this shortly. I spoke with Joe on Friday and I am waiting to hear back from Dee.
I think the two side letters relating to fees and the write off of fees are more or less there so if there are no further comments we can progress to signing.
Kind regards.

RTÉ

RTÉ Solicitors' Office

Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie]
Sent: 17 April 2020 08:23
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Morning [REDACTED]
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I set out below our position on the outstanding points in the draft agreement.
5.9: We need to make it clear what is meant by Promotional Activities and this cannot remain open ended particularly given the style and content of the Programmes. We request clarification that this includes photo calls and promotion around the sponsorship of either Programme.
Yes, this will include photo calls and promotion around the sponsor of the programme and possibly marketing campaigns for the programme(s). These are discussed with the Presenter in advance and there has never been a difficulty in relation to them.

6.3: The list of external activities that should not require prior approval are Arnotts Story Telling, Texaco Children's Art Competition, Shelbourne Hotel Christmas Lights, SVP, ISPPC.

Agreed, we can list these in the contract.

6.5: We do not understand the basis for contending that 3 consecutive weeks does not affect JNLR ratings yet 4 consecutive weeks would have this effect. The aggregate period allowed for BBC work is 6 weeks per year and all such work for BBC must be done within the non-service period.

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Schedule (para 2): We need to clarify the programme time being 9.30pm to 11.30pm, this is what had been agreed – we can discuss on our call this morning?

The following has been agreed:

The programme time is 9.30pm to 11.30pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so.

Your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

Ok, please resend that side letter for our final approval

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email.

This is not possible.

We can discuss all of the above this morning.

Kind regards,

From: [redacted]@rte.ie>

Sent: 15 April 2020 17:15

To: Noel <Noel@cmsmarketing.com>; [redacted]@nkmanagement.ie>

Cc: [redacted]@rte.ie>

Subject: Ryan Tubridy

RTÉ Solicitors' Office

Hi [redacted]

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I attach the fee guarantee letter with some small changes marked up. As discussed things have changed immeasurably since these negotiations commenced and as I indicated to you on the phone last week I have included a new line reflecting that if there are further reductions sought to the fees paid to contractors or staff (that is beyond those that Ryan has already agreed to take within this contract) that we may seek a commensurate reduction from his fee. Myself and Richard can talk to you about this on Friday if needs be.

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Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

Kind regards.

With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3: There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

Not agreed.

5.7.3: Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non- service days.

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We disagree, this is already qualified by the previous sentence which ensures that such request be reasonable. This clause has always been in the contract and relates to events such as photoshoots with a sponsor to announce a new deal, but it would not include additional events for the sponsor.

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Ok

7.4: I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

While it is agreed that such promotion may positively impact both shows and may take place through local agreement, at this time we are not in a position to commit to this in the contract.

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11.2: We must insist upon the period of suspension being "two months" before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3: We would prefer to have this removed. **Agreed.**

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.

RTÉ

RTÉ Solicitors' Office

Donnybrook, Dublin 4

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PAC 05 - Email RTÉ to NKM - 14 May 2020

From: [REDACTED]
Sent: Thursday 14 May 2020 09:33:54
To: [REDACTED] Noel
Cc: [REDACTED]
Subject: Re: Ryan Tubridy

Will do.

[REDACTED]
RTÉ Solicitors' Office
Donnybrook, Dublin 4

[REDACTED]
From: [REDACTED]@nkmanagement.ie>
Sent: Thursday, May 14, 2020 9:32:55 AM
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Morning [REDACTED]

Thank you for coming back to us on Ryan's contract.

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Kind regards,

[REDACTED]
From: [REDACTED]@rte.ie>
Sent: 13 May 2020 13:20
To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Dear Noel and [REDACTED]

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RTÉ [REDACTED]

RTÉ Solicitors' Office

Donnybrook, Dublin 4

[REDACTED]
From: [REDACTED]@nkmanagement.ie]
Sent: 17 April 2020 08:23
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>

Cc: [REDACTED]@rte.ie>

Subject: RE: Ryan Tubridy

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Donnybrook, Dublin 4

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PAC 05 - Email NKM to RTE - 14 May 2020

From: [REDACTED]
Sent: Thursday 14 May 2020 09:34:27
To: [REDACTED] Noel
Cc: [REDACTED]
Subject: RE: Ryan Tubridy

Thanks [REDACTED]

From: [REDACTED]@rte.ie>
Sent: 14 May 2020 09:34
To: [REDACTED]@nkmanagement.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: Re: Ryan Tubridy

Will do.

[REDACTED]
RTÉ Solicitors' Office
Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>
Sent: Thursday, May 14, 2020 9:32:55 AM
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
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PAC 05 - Email NKM to RTE - 14 May 2020

From: Noel
Sent: Thursday 14 May 2020 10:05:36
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Ryan Tubridy
Attachments: image001.png, image002.jpg

Thank you [REDACTED]
Hope your well regards
Noel

Sent from my iPhone

On 14 May 2020, at 09:33, [REDACTED]@rte.ie> wrote:

Will do.

[REDACTED]
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Donnybrook, Dublin 4

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Sent: Thursday 14 May 2020 11:09
To: 'Joe O'Malley'
Cc: [REDACTED]
Subject: RT

Hi Joe,

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Kind regards,

[REDACTED]
RTÉ Solicitors' Office

Donnybrook, Dublin 4
[REDACTED]

PAC 05 Email RTÉ 6 NKM - 14 May 2020.

From: [REDACTED]
To: "Noel"
Cc: [REDACTED]
Subject: RE: Ryan Tubridy
Date: Thursday 14 May 2020 12:08:07
Attachments: [DRAFT fee guarantee Side Letter 5GZ JOM 19.3.2020.doc](#)
[Side Letter re write of \[REDACTED\] 4HZ JOM 19.3.20.doc](#)
[image001.png](#)

Noel, [REDACTED]
I attach the side letters as agreed. The marked up and clean contract will be with you shortly.
Kind regards.



RTÉ Solicitors' Office

Donnybrook, Dublin 4
[REDACTED]

From: Noel [mailto:Noel@cmsmarketing.com]
Sent: 14 May 2020 10:06
To: [REDACTED]@rte.ie>
Cc: [REDACTED]@nkmanagement.ie>; [REDACTED]@rte.ie>
Subject: Re: Ryan Tubridy
Thank you [REDACTED]
Hope your well regards
Noel

Sent from my iPhone

On 14 May 2020, at 09:33, [REDACTED]@rte.ie> wrote:

Will do.

[REDACTED]
RTE Solicitors' Office
Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED]@nkmanagement.ie>
Sent: Thursday, May 14, 2020 9:32:55 AM
To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Morning [REDACTED],

Thank you for coming back to us on Ryan's contract.

Can you please send us an updated draft contract that reflects the agreed amendments for our review at this stage so that we can try get sign off asap?

Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 13 May 2020 13:20

To: Noel <Noel@cmsmarketing.com>; [REDACTED]@nkmanagement.ie>

Cc: [REDACTED]@rte.ie>

Subject: RE: Ryan Tubridy

Dear Noel and [REDACTED]

Apologies for the delay in coming back to you on this email relating to the contract. I have highlighted our responses below and hopefully we will be in a position to sign off on this shortly. I spoke with Joe on Friday and I am waiting to hear back from Dee.

I think the two side letters relating to fees and the write off of fees are more or less there so if there are no further comments we can progress to signing.

Kind regards.

<image001.png> [REDACTED]

RTÉ Solicitors' Office

Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie]

Sent: 17 April 2020 08:23

To: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>

Cc: [REDACTED]@rte.ie>

Subject: RE: Ryan Tubridy

Morning [REDACTED]

Thank you for your email on Wednesday in response to our email on 3 April.

I set out below our position on the outstanding points in the draft agreement.

5.9: We need to make it clear what is meant by Promotional Activities and this cannot remain open ended particularly given the style and content of the Programmes. We request clarification that this includes photo calls and promotion around the sponsorship of either Programme.

Yes, this will include photo calls and promotion around the sponsor of the programme and possibly marketing campaigns for the programme(s). These are discussed with the Presenter in advance and there has never been a difficulty in relation to them.

6.3: The list of external activities that should not require prior approval are Arnotts Story Telling, Texaco Children's Art Competition, Shelbourne Hotel Christmas Lights, SVP, ISPCC.

Agreed, we can list these in the contract.

6.5: We do not understand the basis for contending that 3 consecutive weeks does not affect JNLR ratings yet 4 consecutive weeks would have this effect. The aggregate period allowed for BBC work is 6 weeks per year and all such work for BBC must be done within the non-service period.

There may be occasions where a period over 3 weeks could be agreed locally but we are not prepared to commit to this for each of the 5 years of this contract.

9.7: Can we agree that Ryan is entitled to refer to the programme names in connection with interviews or his attendance at events where same is not associated with any promotional activity? **Yes**

Schedule (para 2): We need to clarify the programme time being 9.30pm to

11.30pm, this is what had been agreed – we can discuss on our call this morning?
The following has been agreed:

The programme time is 9.30pm to 11.30pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so.

Your proposed amendment to the fee guarantee letter is not accepted and entirely contradicts the discussions to date in relation to this contract and the agreed fee reductions and the rationale for these discussions. It is fundamental to the whole of these negotiations that this letter remains in the form which we provided on 3 April.

Ok, please resend that side letter for our final approval

We also require RTÉ to enter into the third side letter relating to the sponsor agreement at the same time as completing the main agreement and the two side letters referred to in your email.

This is not possible.

We can discuss all of the above this morning.

Kind regards,

██████████

From: ██████████@rte.ie>

Sent: 15 April 2020 17:15

To: Noel <Noel@cmsmarketing.com>; ██████████

██████████@nkmanagement.ie>

Cc: ██████████@rte.ie>

Subject: Ryan Tubridy

<image002.jpg>

Hi ██████████

I've cut and paste your email to me of the 3rd April last together with our responses in blue below. Hopefully you will review and we will be able to agree to sign off on this as soon as possible.

I attach the fee guarantee letter with some small changes marked up. As discussed things have changed immeasurably since these negotiations commenced and as I indicated to you on the phone last week I have included a new line reflecting that if there are further reductions sought to the fees paid to contractors or staff (that is beyond those that Ryan has already agreed to take within this contract) that we may seek a commensurate reduction from his fee. Myself and Richard can talk to you about this on Friday if needs be.

The other side letter as amended by Joe as attached is fine.

Finally, the talks with the LLS sponsor in relation to the other contract have been delayed by recent events however once that contract is agreed to everyone's satisfaction we can look at the wording of the third letter.

Kind regards.

██████████

With a view to finalising the contract asap, I have outlined the outstanding issues below:

5.3:There should be some degree of consultation with Ryan in relation to setting the budget. This does not pose a particularly onerous commitment on RTÉ.

Not agreed.

5.7.3:Ryan and his team are never on air on bank holidays.

Not agreed. The show is scheduled 52 weeks a year, 5 days per week, if the Presenter would prefer to be off on a bank holiday he can seek to be off as part of his non- service days.

5.9:We need to limit the amount and nature of activities that Ryan will have to do with sponsors and perhaps we can agree compromised wording for this Clause. It is too open as it stands and allows any promotion for brands.

We disagree, this is already qualified by the previous sentence which ensures that such request be reasonable. This clause has always been in the contract and relates to events such as photoshoots with a sponsor to announce a new deal, but it would not include additional events for the sponsor.

6.3: There are some external activities that we would like Ryan to have the ability to do without having to notify the Director General in advance, these are annual events that Ryan has committed to doing previously, for which repeated approval from RTÉ would seem unnecessary e.g. Texaco Children's Art Awards, Arnotts Story Telling at Christmas in conjunction with the radio show etc.

Can you please provide a detailed list of these event and what is required of the Presenter and we can seek to have them listed in the contract.

6.5:As a compromise, we can agree to four consecutive weeks.

Not agreed, any more than 3 consecutive weeks will negatively affect JNLR's

6.8:I think our inclusion of the qualify wording "reasonably" in terms of adversely affecting the interest of RTÉ or prejudicing RTÉ through Ryan's activities is entirely appropriate.

This is impractical something will either adversely affect RTE or not - the word "reasonably" will not change this.

7.3:Again, I think our inclusion of the word "significant" is entirely reasonable and Ryan should be consulted in relation to any significant changes to the format or styling of the programmes. Again, this does not pose a particular onerous burden on RTÉ.

Ok

7.4:I am unclear as to why RTÉ is refusing to agree to the promotion of the programmes which are clearly in its own interest. We must insist upon this being included in the Agreement, subject to some amended wording if you feel that is more appropriate?

While it is agreed that such promotion may positively impact both shows and may take place through local agreement, at this time we are not in a position to commit to this in the contract.

9.7:I believe that Ryan should be allowed to use his name in conjunction with the TV show and related materials, do you have suggested wording in this regard?

I am not sure what you are looking for here, of course Ryan can use his

name in relation to other work and shows however he cannot use the programme names associated with RTE such as the Late Late Show without prior agreement .

11.1.2: We have agreed in other contracts to remove this, can you please clarify why this is the case in Ryan's contract? **Agreed.**

11.2:We must insist upon the period of suspension being "two months" before termination can take effect.

OK, but while suspended the Presenter does not get paid but is still bound by his obligations to RTÉ.

11.3:We would prefer to have this removed. **Agreed.**

Schedule

(paragraph 2): We specified in our emails that the 11.30pm finish must be all year round, can you please outline why this is a problem?

It has been explained both in person and through our contacts that this is not possible for advertising and scheduling reasons during the last quarter of the year.

<image001.png> 

RTÉ Solicitors' Office

Donnybrook, Dublin 4

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PAC 05 - Email NKIM to RTE - 14 May 2020

[REDACTED]

From: [REDACTED]<[REDACTED]@nkmanagement.ie>
Sent: Thursday 14 May 2020 13:07
To: [REDACTED] Noel
Cc: [REDACTED] Joe O'Malley
Subject: RE: Ryan Tubridy
Attachments: DRAFT Side Letter.5GZ JOM 19.3.2020.doc

Hi [REDACTED]

You have appeared to have attached an old version of one side letter, for clarification I have attached the correct side letter in relation to the fee reduction with the agreed wording.

Kind regards,
[REDACTED]

From: [REDACTED]<[REDACTED]@rte.ie>
Sent: 14 May 2020 12:08
To: Noel <Noel@cmsmarketing.com>
Cc: [REDACTED]<[REDACTED]@nkmanagement.ie>; [REDACTED]<[REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Noel, [REDACTED]

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RTÉ

RTÉ Solicitors' Office

Donnybrook, Dublin 4
[REDACTED]

From: Noel [<mailto:Noel@cmsmarketing.com>]
Sent: 14 May 2020 10:06
To: [REDACTED]<[REDACTED]@rte.ie>
Cc: [REDACTED]<[REDACTED]@nkmanagement.ie>; [REDACTED]<[REDACTED]@rte.ie>
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