

**From:** [REDACTED]  
**Sent:** Thursday 16 July 2020 08:14:10  
**To:** Richard Collins; [REDACTED]  
**Cc:** [REDACTED]; Joel; Joe O'Malley; [REDACTED]  
**Subject:** RE: RT

Morning Richard,  
Thank you for coming back to me.  
We will review the below and get back to you asap.  
Kind regards,  
[REDACTED]

**From:** Richard Collins <Richard.Collins@rte.ie>  
**Sent:** 15 July 2020 18:34  
**To:** [REDACTED]@nkmanagement.ie; [REDACTED]@rte.ie>  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]@rte.ie>  
**Subject:** Re: RT

Hi [REDACTED]  
I am happy with your proposed payment phasing for Year 2. I would like to bring Year 1 into line with this as soon as possible .....see below my suggestion :

	Fee €	Billing date	Payment (Value) date
April	36,666.66	PAID	
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October	41,555.56	31.10.20	06.11.20
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January	41,555.56	31.01.21	05.02.21
February	41,555.56	28.02.21	05.03.21
March	41,555.56	31.03.21	09.04.21
<b>TOTAL</b>	<b>440,000.00</b>		

At present our fee payment runs each month are on a rigid cycle .....the dates above are the earliest that we can make payments in the month following billing . We are implementing a new system at the start of 2021 and will have a fees pay run in the first week of the month, this will speed up payment a little. On average the gap between billing and payment is just over a week. I hope this is acceptable and we can now close off the contract.  
Regards,  
Richard

**RTÉ** RICHARD COLLINS Chief Financial Officer  
RTÉ

Donnybrook, Dublin 4

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

From: [REDACTED]@nkmanagement.ie>

Sent: Wednesday, July 8, 2020 11:32 AM

To: [REDACTED]@rte.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@haves-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]@rte.ie>

Subject: RE: RT

Hi [REDACTED]

Below is the amended payment schedule which accounts for this month being paid at the same rate.

Kind regards,

[REDACTED]

Total €440,000

Year 1 Year 2

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September €38761.90 €41555.56

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December €38761.90 €41555.56

January €38761.90 €41555.56

February €38761.91 €41555.56

March €38761.91 €41555.56

From: [REDACTED]

Sent: 07 July 2020 13:35

To: [REDACTED]@rte.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@haves-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]@rte.ie>

Subject: RE: RT

Hi [REDACTED]

No problem at all – [REDACTED]

That's perfect, we will do that.

Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 07 July 2020 13:32

To: [redacted]@nkmanagement.ie  
Cc: [redacted]@rte.ie; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [redacted]@cmsmarketing.com; [redacted]@rte.ie

**Subject:** RE: RT

Hi [redacted]

Apologies this has taken so long. [redacted] if you could please invoice in the normal way this month we will get back to you next week on the proposed schedule going forward.

Many thanks

[redacted]  
RTE Solicitors' Office  
Donnybrook, Dublin 4

**From:** [redacted]@nkmanagement.ie

**Sent:** Tuesday 7 July 2020 09:00

**To:** [redacted]@rte.ie

**Cc:** [redacted]@rte.ie; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [redacted]@cmsmarketing.com

**Subject:** RE: RT

Morning [redacted] and Richard,

As we haven't heard back in relation to the contract and payment schedule, will we invoice this month as normal for Ryan?

Kind regards,

[redacted]

**From:** [redacted]

**Sent:** 02 July 2020 09:53

**To:** [redacted]@rte.ie

**Cc:** [redacted]@rte.ie; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [redacted]@cmsmarketing.com

**Subject:** RE: RT

Morning [redacted] and Richard,

I hope you're both well!

Do you have any update on the email we sent on June 18<sup>th</sup>?

Kind regards,

[redacted]

**From:** [redacted]

**Sent:** 19 June 2020 08:11

**To:** [redacted]@rte.ie

**Cc:** [redacted]@rte.ie; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [redacted]@cmsmarketing.com

**Subject:** RE: RT

Morning [REDACTED]

Thank you for the update, we look forward to hearing from Richard.

Kind regards,  
[REDACTED]

From [REDACTED]@rte.ie>

Sent: 19 June 2020 08:03

To [REDACTED]@nkmanagement.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>

Subject: RE: RT

Thanks [REDACTED]

Richard is currently out of the office, once he has had a chance to review the schedule below he will be in touch.

Kind regards  
[REDACTED]

RTE Solicitors' Office  
Donnybrook, Dublin 4  
[REDACTED]

From: [REDACTED]@nkmanagement.ie>

Sent: Thursday 18 June 2020 11:07

To [REDACTED]@rte.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>

Subject: RE: RT

Hi [REDACTED]  
[REDACTED]

Thank you for the update regarding Renault.

I understand that we have now agreed the content of the contract for services and accompanying side letters subject to (a) our approval of the sponsorship agreement insofar as it relates to a payment to Tuttle Productions and (b) agreement of the manner of payments in accordance with clause 8.2.

Regarding payment of the fees, I confirm that invoices have always been provided to RTE in advance, at the start of the month and paid at various dates around the end of the month (this is based on RTE's payment schedule). Therefore, while the invoices are submitted in advance, payment takes place at the end of the month when the services have been completed. We cannot accept any variation to this arrangement. We suggest the following schedule of payments in accordance with clause 8.2;

Total €440,000

Year 1 Year 2

April €36666.67 pd €41555.56

May €36666.67 pd €41555.56

June €36666.67 €22000.00

July €22000.00 €22000.00

August €22000.00 €22000.00

September €40857.14 €41555.56

October €40857.14 €41555.56  
November €40857.14 €41555.56  
December €40857.14 €41555.56  
January €40857.14 €41555.56  
February €40857.14 €41555.56  
March €40857.14 €41555.56

Please confirm that this arrangement is agreed by RTE.

Kind regards,

From: [REDACTED]@rte.ie>

Sent: 18 June 2020 10:24

To: [REDACTED]@nkmanagement.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>

Subject: RE: RT

Thanks

Yes, I am around tomorrow. On the sponsorship front, unfortunately, the CFO at Renault [REDACTED] and is required to do the paperwork at their end. We need to agree with [REDACTED] as to how we handle the credit note as it needs to go through their media agency. Once that is agreed, we will issue the credit note immediately and you will be able to raise an invoice.

Again apologies that this is taking so long, unfortunately we cannot control the timeline.

Kind regards

RTE Solicitors' Office  
Donnybrook, Dublin 4

From: [REDACTED]@nkmanagement.ie>

Sent: Thursday 18 June 2020 07:42

To: [REDACTED]@rte.ie>

Subject: RE: RT

Morning

Thanks so much for letting me know, I will get back to you this morning. It would be great to get it sorted [REDACTED] Are you in the office tomorrow?  
Have the team given you any update on the Renault outline?

Kind regards,

From: [REDACTED]@rte.ie>

Sent: 18 June 2020 07:08

To: [REDACTED]@nkmanagement.ie>

Subject: RT

Morning

Just to let you know [REDACTED] It would be great to have Ryan's contract issued and signed off [REDACTED]

Kind regards

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

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PAC 05 - Email NKM to RTÉ - 16 July 2020

**From:** [REDACTED]  
**Sent:** Thursday 16 July 2020 16:33:10  
**To:** Richard Collins, [REDACTED]  
**Cc:** [REDACTED] Noel; Joe O'Malley [REDACTED]  
**Subject:** RE: RT

Hi Richard,  
 Thank you for the below – we are happy now to move forward and have contracts issued for signature.  
 Please note the July invoice was submitted at the start of the month as per the old contract not the  
 31/07 as you have stated below.  
 Can you please give us an update on the sponsorship agreement?  
 Kind regards,  
 [REDACTED]

**From:** Richard Collins <Richard.Collins@rte.ie>  
**Sent:** 15 July 2020 18:34  
**To:** [REDACTED]@nkmanagement.ie; [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley  
 <jomalley@haves-solicitors.ie> [REDACTED]@cmsmarketing.com; [REDACTED]  
 [REDACTED]@rte.ie  
**Subject:** Re: RT

Hi [REDACTED]  
 I am happy with your proposed payment phasing for Year 2. I would like to bring Year 1 into line  
 with this as soon as possible .....see below my suggestion :

	Fee	Billing	Payment
	€	date	(Value) date
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<b>TOTAL</b>	<b>440,000.00</b>		

At present our fee payment runs each month are on a rigid cycle .....the dates above are the  
 earliest that we can make payments in the month following billing . We are implementing a new  
 system at the start of 2021 and will have a fees pay run in the first week of the month, this will  
 speed up payment a little. On average the gap between billing and payment is just over a week.



PAC 05 - Email NKM to RTE - 16 July 2020

**From:** [REDACTED]  
**Sent:** Thursday 16 July 2020 17:27  
**To:** [REDACTED] Richard Collins  
**Cc:** [REDACTED] Noel; Joe O'Malley [REDACTED]  
**Subject:** RE: RT

Thank you [REDACTED]

Great, we are eager to hear back on the Renault role and payment, as you know.

Kind regards,  
[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@rte.ie>  
**Sent:** 16 July 2020 16:44  
**To:** [REDACTED] <[REDACTED]@nkmanagement.ie>; Richard Collins <Richard.Collins@rte.ie>  
**Cc:** [REDACTED] <[REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED] <[REDACTED]@cmsmarketing.com>; [REDACTED] <[REDACTED]@rte.ie>  
**Subject:** RE: RT

Great news [REDACTED] I will get clean copies of the contract and letters to you tomorrow.

I sent a reminder to Geraldine this week and I will update you as soon as I have a response.

Kind regards

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

---

**From:** [REDACTED] <[REDACTED]@nkmanagement.ie>  
**Sent:** Thursday 16 July 2020 16:33  
**To:** Richard Collins <Richard.Collins@rte.ie>; [REDACTED] <[REDACTED]@rte.ie>  
**Cc:** [REDACTED] <[REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED] <[REDACTED]@cmsmarketing.com>; [REDACTED] <[REDACTED]@rte.ie>  
**Subject:** RE: RT

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Can you please give us an update on the sponsorship agreement?

Kind regards,

**From:** Richard Collins <Richard.Collins@rte.ie>

**Sent:** 15 July 2020 18:34

**To:** [redacted]@nkmanagement.ie; [redacted]@rte.ie

**Cc:** [redacted]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley

<jomalley@hayes-solicitors.ie>; [redacted]@cmsmarketing.com

[redacted]@rte.ie

**Subject:** Re: RT

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I hope this is acceptable and we can now close off the contract.

Regards,  
Richard



Donnybrook, Dublin 4

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

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**From:** [REDACTED]@nkmanagement.ie  
**Sent:** Wednesday, July 8, 2020 11:32 AM  
**To:** [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <iomalley@haves-solicitors.ie>; [REDACTED]@cmsmarketing.com; [REDACTED]@rte.ie  
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Kind regards,  
[REDACTED]

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From: [REDACTED]  
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To: [REDACTED]@rte.ie>  
Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]@rte.ie>  
Subject: RE: RT

Hi [REDACTED]

No problem at all – [REDACTED]

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Kind regards,  
[REDACTED]

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Sent: 07 July 2020 13:32  
To: [REDACTED]@nkmanagement.ie>  
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Subject: RE: RT

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Many thanks

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

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From: [REDACTED]@nkmanagement.ie>  
Sent: Tuesday 7 July 2020 09:00  
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Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]

[REDACTED]@cmsmarketing.com>

**Subject:** RE: RT

Morning [REDACTED] and Richard,

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**From:** [REDACTED]

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**To:** [REDACTED]@rte.ie>

**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie> [REDACTED]

[REDACTED]@cmsmarketing.com>

**Subject:** RE: RT

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Kind regards,  
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**Sent:** 19 June 2020 08:11

**To:** [REDACTED]@rte.ie>

**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie> [REDACTED]

[REDACTED]@cmsmarketing.com>

**Subject:** RE: RT

Morning [REDACTED]

Thank you for the update, we look forward to hearing from Richard.

[REDACTED]

Kind regards,  
[REDACTED]

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

**Sent:** 19 June 2020 08:03

To: [REDACTED]@nkmanagement.ie>  
Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>  
Subject: RE: RT

Thanks [REDACTED]

Richard is currently out of the office, once he has had a chance to review the schedule below he will be in touch.

Kind regards

[REDACTED]  
RTE Solicitors' Office  
Donnybrook, Dublin 4

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From: [REDACTED]@nkmanagement.ie>  
Sent: Thursday 18 June 2020 11:07  
To: [REDACTED]@rte.ie>  
Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>  
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Hi [REDACTED]

Thank you for the update regarding Renault.

I understand that we have now agreed the content of the contract for services and accompanying side letters subject to (a) our approval of the sponsorship agreement insofar as it relates to a payment to Tuttle Productions and (b) agreement of the manner of payments in accordance with clause 8.2.

Regarding payment of the fees, I confirm that invoices have always been provided to RTE in advance, at the start of the month and paid at various dates around the end of the month (this is based on RTE's payment schedule). Therefore, while the invoices are submitted in advance, payment takes place at the end of the month when the services have been completed. We cannot accept any variation to this arrangement. We suggest the following schedule of payments in accordance with clause 8.2;

Total €440,000

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Please confirm that this arrangement is agreed by RTE.

Kind regards,

[REDACTED]

---

**From:** [REDACTED]@rte.ie>  
**Sent:** 18 June 2020 10:24  
**To:** [REDACTED]@nkmanagement.ie>  
**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>  
**Subject:** RE: RT

Thanks [REDACTED]

[REDACTED]

Yes, I am around tomorrow. On the sponsorship front, unfortunately, the CFO at Renault [REDACTED] and is required to do the paperwork at their end. We need to agree with [REDACTED] as to how we handle the credit note as it needs to go through their media agency. Once that is agreed, we will issue the credit note immediately and you will be able to raise an invoice.

Again apologies that this is taking so long, unfortunately we cannot control the timeline.

Kind regards

[REDACTED]



RTE Solicitors' Office  
Donnybrook, Dublin 4

**From:** [REDACTED]@nkmanagement.ie>  
**Sent:** Thursday 18 June 2020 07:42  
**To:** [REDACTED]@rte.ie>  
**Subject:** RE: RT

Morning [REDACTED]

Thanks so much for letting me know, I will get back to you this morning. It would be great to get it sorted [REDACTED]. Are you in the office tomorrow?

Have the team given you any update on the Renault outline?

Kind regards,  
[REDACTED]

---

**From:** [REDACTED]@rte.ie>  
**Sent:** 18 June 2020 07:08  
**To:** [REDACTED]@nkmanagement.ie>  
**Subject:** RT

Morning [REDACTED]

Just to let you know [REDACTED] It would be great to have Ryan's contract issued and signed off [REDACTED]

Kind regards  
[REDACTED]

[REDACTED]  
RTE Solicitors' Office  
Donnybrook, Dublin 4

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PAC 05- Email RTÉ to NKM - 16 July 2020

**From:** Richard Collins  
**Sent:** Thursday 16 July 2020 17:59  
**To:** [REDACTED]  
**Cc:** [REDACTED]; Noel; Joe O'Malley; [REDACTED]  
**Subject:** Re: RT

Hi [REDACTED]

That's good news.

Could you credit note the July invoice already submitted and re-issue one dated 31.7.20. Can you send it to me to just confirm everything is in order and I will forward to the fee payments team for payment in line with the schedule below.

Regards,  
Richard

**RTE** RICHARD COLLINS Chief Financial Officer

RTE

Donnybrook, Dublin 4

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

**From:** [REDACTED]@nkmanagement.ie>

**Sent:** Thursday, July 16, 2020 4:33 PM

**To:** Richard Collins <Richard.Collins@rte.ie>; [REDACTED]@rte.ie>

**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]

[REDACTED]@rte.ie>

**Subject:** RE: RT

Hi Richard,

Thank you for the below – we are happy now to move forward and have contracts issued for signature.

Please note the July invoice was submitted at the start of the month as per the old contract not the 31/07 as you have stated below.

Can you please give us an update on the sponsorship agreement?

Kind regards,  
[REDACTED]

**From:** Richard Collins <Richard.Collins@rte.ie>

**Sent:** 15 July 2020 18:34

**To:** [REDACTED]@nkmanagement.ie>; [REDACTED]@rte.ie>

**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]

Subject: Re: RT

Hi

I am happy with your proposed payment phasing for Year 2. I would like to bring Year 1 into line with this as soon as possible .....see below my suggestion :

	Fee €	Billing date	Payment (Value) date
April	36,666.66	PAID	
May	36,666.66	PAID	
June	36,666.66	PAID	
July	36,666.66	31.07.20	14.08.20
August	22,000.00	31.08.20	11.09.20
September	22,000.00	30.09.20	09.10.20
October	41,555.56	31.10.20	06.11.20
November	41,555.56	31.11.20	04.12.20
December	41,555.56	31.12.20	08.01.21
January	41,555.56	31.01.21	05.02.21
February	41,555.56	28.02.21	05.03.21
March	41,555.56	31.03.21	09.04.21
<b>TOTAL</b>	<b>440,000.00</b>		

At present our fee payment runs each month are on a rigid cycle .....the dates above are the earliest that we can make payments in the month following billing . We are implementing a new system at the start of 2021 and will have a fees pay run in the first week of the month, this will speed up payment a little. On average the gap between billing and payment is just over a week.

I hope this is acceptable and we can now close off the contract.

Regards,  
Richard

**RTÉ** RICHARD COLLINS Chief Financial Officer

RTÉ

Donnybrook, Dublin 4

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

From [redacted]@nkmanagement.ie>  
Sent: Wednesday, July 8, 2020 11:32 AM  
To: [redacted]@rte.ie>  
Cc: [redacted]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [redacted]@cmsmarketing.com>; [redacted]@rte.ie>  
Subject: RE: RT

Hi [redacted]

Below is the amended payment schedule which accounts for this month being paid at the same rate.

Kind regards,  
[redacted]

Total €440,000

	Year 1	Year 2
April	€36666.67 pd	€41555.56
May	€36666.67 pd	€41555.56
June	€36666.67 pd	€22000.00
July	€36666.67	€22000.00
August	€22000.00	€22000.00
September	€38761.90	€41555.56
October	€38761.90	€41555.56
November	€38761.90	€41555.56
December	€38761.90	€41555.56
January	€38761.90	€41555.56
February	€38761.91	€41555.56
March	€38761.91	€41555.56

From [redacted]  
Sent: 07 July 2020 13:35  
To: [redacted]@rte.ie>  
Cc: [redacted]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [redacted]@cmsmarketing.com>; [redacted]@rte.ie>  
Subject: RE: RT

Hi [redacted]

No problem at all - [redacted]

That's perfect, we will do that.

Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 07 July 2020 13:32

To: [REDACTED]@nkmanagement.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]@rte.ie>

Subject: RE: RT

Hi [REDACTED]

Apologies this has taken so long [REDACTED] If you could please invoice in the normal way this month we will get back to you next week on the proposed schedule going forward.

Many thanks

[REDACTED]

RTE Solicitors' Office  
Donnybrook, Dublin 4

[REDACTED]

From: [REDACTED]@nkmanagement.ie>

Sent: Tuesday 7 July 2020 09:00

To: [REDACTED]@rte.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>

Subject: RE: RT

Morning [REDACTED] and Richard,

As we haven't heard back in relation to the contract and payment schedule, will we invoice this month as normal for Ryan?

Kind regards,

[REDACTED]

From: [REDACTED]

Sent: 02 July 2020 09:53

To: [REDACTED]@rte.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie> [REDACTED]@cmsmarketing.com>

Subject: RE: RT

Morning [REDACTED] and Richard,

I hope you're both well!

Do you have any update on the email we sent on June 18<sup>th</sup>?

Kind regards,

[REDACTED]

From: [REDACTED]

Sent: 19 June 2020 08:11

To: [REDACTED]@rte.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie> [REDACTED]

[REDACTED]@cmsmarketing.com>

Subject: RE: RT

Morning [REDACTED]

Thank you for the update, we look forward to hearing from Richard.

[REDACTED]

Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 19 June 2020 08:03

To: [REDACTED]@nkmanagement.ie>

Cc: [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie> [REDACTED]

[REDACTED]@cmsmarketing.com>

Subject: RE: RT

Thanks [REDACTED]

Richard is currently out of the office, once he has had a chance to review the schedule below he will be in touch.

Kind regards



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

**From:** [REDACTED]@nkmanagement.ie>  
**Sent:** Thursday 18 June 2020 11:07  
**To:** [REDACTED]@rte.ie>  
**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>  
**Subject:** RE: RT

Hi [REDACTED]  
[REDACTED]

Thank you for the update regarding Renault.

I understand that we have now agreed the content of the contract for services and accompanying side letters subject to (a) our approval of the sponsorship agreement insofar as it relates to a payment to Tuttle Productions and (b) agreement of the manner of payments in accordance with clause 8.2.

Regarding payment of the fees, I confirm that invoices have always been provided to RTE in advance, at the start of the month and paid at various dates around the end of the month (this is based on RTE's payment schedule). Therefore, while the invoices are submitted in advance, payment takes place at the end of the month when the services have been completed. We cannot accept any variation to this arrangement. We suggest the following schedule of payments in accordance with clause 8.2;

Total €440,000

	Year 1	Year 2
April	€36666.67 pd	€41555.56
May	€36666.67 pd	€41555.56
June	€36666.67	€22000.00
July	€22000.00	€22000.00
August	€22000.00	€22000.00
September	€40857.14	€41555.56
October	€40857.14	€41555.56
November	€40857.14	€41555.56
December	€40857.14	€41555.56
January	€40857.14	€41555.56

February	€40857.14	€41555.56
March	€40857.14	€41555.56

Please confirm that this arrangement is agreed by RTE.

Kind regards,

[Redacted]

**From:** [Redacted]@rte.ie>  
**Sent:** 18 June 2020 10:24  
**To:** [Redacted]@nkmanagement.ie>  
**Cc:** [Redacted]@rte.ie>; Noel <Noel@cmsmarketing.com>; Richard Collins <Richard.Collins@rte.ie>  
**Subject:** RE: RT

Thanks [Redacted]

[Redacted]

Yes, I am around tomorrow. On the sponsorship front, unfortunately, the CFO at Renault [Redacted] and is required to do the paperwork at their end. We need to agree with [Redacted] as to how we handle the credit note as it needs to go through their media agency. Once that is agreed, we will issue the credit note immediately and you will be able to raise an invoice.

Again apologies that this is taking so long, unfortunately we cannot control the timeline.

Kind regards

[Redacted]

RTE Solicitors' Office  
Donnybrook, Dublin 4

[Redacted]

**From:** [Redacted]@nkmanagement.ie>  
**Sent:** Thursday 18 June 2020 07:42  
**To:** [Redacted]@rte.ie>  
**Subject:** RE: RT

Morning [Redacted]

[REDACTED]

Thanks so much for letting me know, I will get back to you this morning. It would be great to get it sorted [REDACTED] Are you in the office tomorrow?

Have the team given you any update on the Renault outline?

Kind regards,

[REDACTED]

From: [REDACTED]@rte.ie>

Sent: 18 June 2020 07:08

To: [REDACTED]@nkmanagement.ie>

Subject: RT

Morning [REDACTED]

Just to let you know [REDACTED] It would be great to have Ryan's contract issued and signed off [REDACTED]

Kind regards

[REDACTED]

[REDACTED]  
RTE Solicitors' Office  
Donnybrook, Dublin 4

[REDACTED]

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PAC 05 - Email NKM to RTE - 17 July 2020

**From:** [REDACTED]  
**Sent:** Friday 17 July 2020 07:41:15  
**To:** Richard Collins [REDACTED]  
**Cc:** [REDACTED] Noel; Joe O'Malley; [REDACTED]  
**Subject:** RE: RT

Morning Richard,  
Let me discuss with [REDACTED] this morning and get back to you.  
Kind regards,  
[REDACTED]

**From:** Richard Collins <Richard.Collins@rte.ie>  
**Sent:** 16 July 2020 18:00  
**To:** [REDACTED]@nkmanagement.ie; [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com; [REDACTED]@rte.ie

**Subject:** Re: RT

Hi [REDACTED]

That's good news.

Could you credit note the July invoice already submitted and re-issue one dated 31.7.20. Can you send it to me to just confirm everything is in order and I will forward to the fee payments team for payment in line with the schedule below.

Regards,  
Richard

**RTÉ** RICHARD COLLINS Chief Financial Officer

RTÉ

Donnybrook, Dublin 4

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

---

**From:** [REDACTED]@nkmanagement.ie  
**Sent:** Thursday, July 16, 2020 4:33 PM  
**To:** Richard Collins <Richard.Collins@rte.ie>; [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com; [REDACTED]@rte.ie

**Subject:** RE: RT

Hi Richard,

Thank you for the below – we are happy now to move forward and have contracts issued for signature. Please note the July invoice was submitted at the start of the month as per the old contract not the 31/07 as you have stated below.

Can you please give us an update on the sponsorship agreement?

Kind regards,  
[REDACTED]

PAC 05 - Email NKM to RTE - 17 July 2020

**From:** [REDACTED]  
**Sent:** Friday 17 July 2020 10:33:32  
**To:** Richard Collins [REDACTED]  
**Cc:** [REDACTED]; Noel; Joe O'Malley [REDACTED]  
**Subject:** RE: RT

Hi Richard,  
At this point, our preference would be to have it paid as normal this month and start afresh from next month.

Kind regards,  
[REDACTED]

**From:** Richard Collins <Richard.Collins@rte.ie>  
**Sent:** 16 July 2020 18:00  
**To:** [REDACTED]@nkmanagement.ie; [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com; [REDACTED]@rte.ie  
**Subject:** Re: RT

Hi [REDACTED]  
That's good news.  
Could you credit note the July invoice already submitted and re-issue one dated 31.7.20. Can you send it to me to just confirm everything is in order and I will forward to the fee payments team for payment in line with the schedule below.  
Regards,  
Richard



Donnybrook, Dublin 4  
T: [REDACTED] E: Richard.Collins@rte.ie | www.rte.ie

---

**From:** [REDACTED]@nkmanagement.ie>  
**Sent:** Thursday, July 16, 2020 4:33 PM  
**To:** Richard Collins <Richard.Collins@rte.ie> [REDACTED]@rte.ie>  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com> [REDACTED]@rte.ie>  
**Subject:** RE: RT

Hi Richard,  
Thank you for the below – we are happy now to move forward and have contracts issued for signature. Please note the July invoice was submitted at the start of the month as per the old contract not the 31/07 as you have stated below.  
Can you please give us an update on the sponsorship agreement?  
Kind regards,  
[REDACTED]

PAC 05 - Email RTE to NKM - 17 July 2020



**From:** Richard Collins  
**Sent:** Friday 17 July 2020 11:48:57  
**To:** [REDACTED]  
**Cc:** Noel; Joe O'Malley [REDACTED]  
**Subject:** Re: RT

Hi [REDACTED]  
That's fine.  
We'll start the new regime from next month.  
Regards,  
Richard



Donnybrook, Dublin 4  
T: [REDACTED] E: Richard.Collins@rte.ie | www.rte.ie  
**From:** [REDACTED]@nkmanagement.ie>  
**Sent:** Friday, July 17, 2020 10:33 AM  
**To:** Richard Collins <Richard.Collins@rte.ie>; [REDACTED]@rte.ie>  
**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]@rte.ie>  
**Subject:** RE: RT

Hi Richard,  
At this point, our preference would be to have it paid as normal this month and start afresh from next month.  
Kind regards,  
[REDACTED]

**From:** Richard Collins <Richard.Collins@rte.ie>  
**Sent:** 16 July 2020 18:00  
**To:** [REDACTED]@nkmanagement.ie>; [REDACTED]@rte.ie>  
**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com>; [REDACTED]@rte.ie>  
**Subject:** Re: RT

Hi [REDACTED]  
That's good news.  
Could you credit note the July invoice already submitted and re-issue one dated 31.7.20. Can you send it to me to just confirm everything is in order and I will forward to the fee payments team for payment in line with the schedule below.  
Regards,  
Richard

PAL 05 - Email NKM to RTE - 17 July 2020

**From:** [REDACTED]  
**Sent:** Friday 17 July 2020 13:28:24  
**To:** Richard Collins, [REDACTED]  
**Cc:** [REDACTED]; Noel; Joe O'Malley, [REDACTED]  
**Subject:** RE: RT

Thank you Richard!

**From:** Richard Collins <Richard.Collins@rte.ie>  
**Sent:** 17 July 2020 11:49  
**To:** [REDACTED]@nkmanagement.ie; [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com; [REDACTED]@rte.ie  
**Subject:** Re: RT  
Hi [REDACTED]  
That's fine.  
We'll start the new regime from next month.  
Regards,  
Richard



Dansybrook, Dublin 4  
T: [REDACTED] E: Richard.Collins@rte.ie | www.rte.ie

---

**From:** [REDACTED]@nkmanagement.ie  
**Sent:** Friday, July 17, 2020 10:33 AM  
**To:** Richard Collins <Richard.Collins@rte.ie> [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com; [REDACTED]@rte.ie  
**Subject:** RE: RT

Hi Richard,  
At this point, our preference would be to have it paid as normal this month and start afresh from next month.  
Kind regards,  
[REDACTED]

**From:** Richard Collins <Richard.Collins@rte.ie>  
**Sent:** 16 July 2020 18:00  
**To:** [REDACTED]@nkmanagement.ie; [REDACTED]@rte.ie  
**Cc:** [REDACTED]@rte.ie; Noel <Noel@cmsmarketing.com>; Joe O'Malley <jomalley@hayes-solicitors.ie>; [REDACTED]@cmsmarketing.com; [REDACTED]@rte.ie  
**Subject:** Re: RT

PALOS - Email RTE to NKIM - 20 July 2020

**From:** [REDACTED]  
**Sent:** Monday 20 July 2020 10:22:37  
**To:** [REDACTED]  
**Cc:** [REDACTED] Noel  
**Subject:** RT contracts to issue

## RTÉ Solicitors' Office

Morning Noel, [REDACTED]

I will send you out signature copies of the contract and the agreed the side letters for the fee write off and guarantee.

Do you want me to send them to you to sign first or will I arrange for them to be signed here today and scanned to you for counter signature?

Kind regards.

**RTÉ**

RTÉ Solicitors' Office

Donnybrook, Dublin 4

**From:** [REDACTED]@nkmanagement.ie]  
**Sent:** 08 July 2020 17:25  
**To:** [REDACTED]@rte.ie>  
**Cc:** [REDACTED]@rte.ie>  
**Subject:** RE: RT

Hi [REDACTED]

The payment schedule and the arrears payment, then we're good to go.

We do need some form of detail on the sponsorship piece.

Thanks.

**From:** [REDACTED]@rte.ie>  
**Sent:** 08 July 2020 16:51  
**To:** [REDACTED]@nkmanagement.ie>  
**Cc:** [REDACTED]@rte.ie>  
**Subject:** RE: RT

## RTÉ Solicitors' Office

Hi [REDACTED]

Just trying to catch up on where we left off.....am I correct in my understanding that once Richard has had a chance to review the payment schedule we are in a position to sign the contract and side letters?

No update on the sponsorship payment details but I will contact you immediately on receipt of any update from them.

Kind regards.

**RTÉ**

PAC 05 - Email NKM to RTE - 20 July 2020

**From:** [REDACTED]  
**Sent:** Monday 20 July 2020 10:26:21  
**To:** [REDACTED]  
**Cc:** [REDACTED] Noel  
**Subject:** RE: RT contracts to issue

Hi [REDACTED]  
Thank you for that.  
Can you please send me through the final version on email also?  
Happy for you to sign at your end and then send to us for counter signature.  
Any update on the commercial piece?  
Thanks,

[REDACTED]  
**From:** [REDACTED]@rte.ie>  
**Sent:** 20 July 2020 10:23  
**To:** [REDACTED]@nkmanagement.ie>  
**Cc:** [REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>  
**Subject:** RT contracts to issue

## RTÉ Solicitors' Office

Morning Noel, [REDACTED]  
I will send you out signature copies of the contract and the agreed the side letters for the fee write off and guarantee.  
Do you want me to send them to you to sign first or will I arrange for them to be signed here today and scanned to you for counter signature?  
Kind regards.

**RTÉ**

RTÉ Solicitors' Office

Donnybrook, Dublin 4

[REDACTED]  
**From:** [REDACTED]@nkmanagement.ie]  
**Sent:** 08 July 2020 17:25  
**To:** [REDACTED]@rte.ie>  
**Cc:** [REDACTED]@rte.ie>  
**Subject:** RE: RT

Hi [REDACTED]  
The payment schedule and the arrears payment, then we're good to go.  
We do need some form of detail on the sponsorship piece.  
Thanks,

[REDACTED]  
**From:** [REDACTED]@rte.ie>  
**Sent:** 08 July 2020 16:51  
**To:** [REDACTED]@nkmanagement.ie>

PAC 05 - Email RTE to NKM - 20 July 2020



**From:** [REDACTED]  
**Sent:** Monday 20 July 2020 11:20:19  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Final Agreement between RTE and Tuttle Productions Ltd & Side Letters  
**Attachments:** Final Letter of Agreement dated 20 July 2020 Director General.doc, Final Letter of Agreement dated 20 July 2020 RTE Solicitors Office.docx, Final Agreement RTE and Tuttle Productions Ltd 20 July 2020.docx

## **RTE** Solicitors' Office

See attached – if you could please confirm that these are agreed and I will issue today.  
Kind regards.

**RTE**

RTE Solicitors' Office

Donnybrook, Dublin 4  
[REDACTED]

20 July 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 reductions and RTÉ shall not make any request or enquiry from you in relation to a reduction in the agreed fees during the currency of the Agreement save as to those that might be imposed by changes to legislation.

Yours sincerely

---

**Dee Forbes**  
**Director General**

**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.

Agreed and Accepted

\_\_\_\_\_  
for and on behalf of  
**RAIDIÓ TEILIFÍS ÉIREANN**

**Date:**

Agreed and Accepted

\_\_\_\_\_  
for and on behalf of  
**TUTTLE PRODUCTIONS LIMITED**

**Date:**

20 July 2020

**THIS AGREEMENT** is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020  
**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 (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 April, 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 Services and the proceeds thereof of the Presenter throughout the world together with the right to make such Services available to others.
- 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 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) 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 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 – 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 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 Director of Content shall consult with the Company and/or the Presenter. If the relocation relates to radio broadcasting, the 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 Head of Radio 1 or Director of 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. RTÉ acknowledge that the Presenter is not responsible for the Budget associated with the broadcast of either the TV or Radio show.

- 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 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 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 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.
- 5.7 The Company shall procure that the Presenter shall provide the Services to RTÉ in accordance with Schedule 1. For the purposes of this clause 5 a "week" shall mean five (5) weekdays during any week (Monday to Sunday inclusive). During each calendar year of the Contract Term, the Presenter shall be entitled not to provide the Services to RTÉ for fifty five (55) days a maximum aggregate period of eleven (11) weeks (pro-rated 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 RTÉ at least 6 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 RTÉ.

- 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 RTÉ in connection with the TV Show 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 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.
- 5.7.6 The Company agrees to discuss with and obtain approval from the Head of Radio and the Director of 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 (55) days set out above.
- 5.8 The Company shall procure that the Presenter shall 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.
- 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. 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 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, 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 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. The foregoing restriction does not apply to the Contractor's promotional or advertising activities for (a) Arnotts Story Telling; (b) Texaco Children's Art Competition; (c) Shelbourne Hotel Christmas Lights; (d) SVP; (e) ISPCC.
- 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 and the Director of Content or their nominee(s) 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. The Director General acting on behalf of RTÉ 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 RTÉ's commercial interests or public reputation. The Company and the Presenter acknowledge and agree that RTÉ 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 and/or (at RTÉ's election) the Director of 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 Head of Radio 1 and/or (at RTÉ's election) the Director of 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 RTÉ's statutory legal obligations, general policy guidelines as notified in writing to the Company and/or the Services to be provided to RTÉ, RTÉ's decision as communicated by the Director General in 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 1, 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 (3) 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 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 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).
- 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 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 for the Company's observance of its obligations under Clause 5.8 RTÉ agrees 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 Director of Content or 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.

## **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 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 €440,000 gross per Contract Year without any deduction (save withholding tax) plus VAT to be invoiced on a monthly basis.

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. 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.
- 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. 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 (14) 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, public health restrictions, 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 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 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 month 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 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 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 (2) 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.

#### **Termination**

- 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 (14) 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 twenty one (21) 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 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 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 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 save any employer PRSI or similar contributions or interest or penalties insofar as same are calculable 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.

## **16. Miscellaneous**

- 16.1 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.
- 16.2 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 RTÉ.
- 16.3 The Company acknowledges that nothing in this Agreement imposes any obligation on RTÉ 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.
- 16.4 Any waiver of any breach of, or default under, any of the terms of this Agreement by RTÉ shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

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

**17. Notices**

17.1 Any notice required to be given to RTÉ 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.

**18. Severability**

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.

**19. Jurisdiction**

19.1 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 five (5) hours per week for forty one (41) weeks (205 weekdays) during the Contract Year including 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 9 am – 10 am, Monday to Friday inclusive.
- 1.3 If required, return logs of all music, used or commissioned in the Radio Show.
- 1.4 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- 1.5 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 9.30 pm and 11.30 pm and it is hereby agreed that the Show finishes at 11.30 pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so. 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. It is agreed that up to 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 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 these non

service days. Arrangements in relation to any pre-recorded programmes are to be agreed in good faith between the Parties at that time.

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

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 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 - 20 July 2020

**From:** [REDACTED]  
**Sent:** Monday 20 July 2020 15:16:00  
**To:** [REDACTED]  
**Cc:** Noel; [REDACTED]  
**Subject:** RE: Final Agreement between RTE and Tuttle Productions Ltd & Side Letters

Hi [REDACTED]  
Thanks for that – we will review and come back to you asap.  
Kind regards,  
[REDACTED]

**From:** [REDACTED]@rte.ie>  
**Sent:** 20 July 2020 11:20  
**To:** [REDACTED]@nkmanagement.ie>  
**Cc:** Noel <Noel@cmsmarketing.com>; [REDACTED]@rte.ie>  
**Subject:** Final Agreement between RTE and Tuttle Productions Ltd & Side Letters

**RTÉ Solicitors' Office**

See attached – if you could please confirm that these are agreed and I will issue today.  
Kind regards,

**RTÉ**  
**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 dirithe. Níl cead ag aon duine eile rochtain a fháil ar an ríomhphost seo. Mura tú an faighteoir beartaithe, tá cosc ar aon nochtadh, cóipéail, 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 RTĒ to NKM - 21 July 2020

**From:** [REDACTED]  
**Sent:** Tuesday 21 July 2020 14:48  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RTÉ and Tuttle Productions Limited - Part Signed Agreement and Letter of Agreement  
**Attachments:** Part Signed Letter of Agreement 20 July 2020.pdf, RTE and Tuttle Productions Part Signed Contract 21.07.2020.pdf

[REDACTED]  
Please see attached as signed by Jim. Please can you arrange for Ryan to sign and date both and return a scanned copy to us for the file.

I will send you Dee's letter once she has signed it and will be in touch as soon as I've an update on the sponsorship.

Kind regards

[REDACTED]  
RTÉ Solicitors' Office  
Donnybrook, Dublin 4

[REDACTED]

20 July 2020

**THIS AGREEMENT** is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020  
**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 (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 April, 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 Services and the proceeds thereof of the Presenter throughout the world together with the right to make such Services available to others.
- 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 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) 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 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 – 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 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 Director of Content shall consult with the Company and/or the Presenter. If the relocation relates to radio broadcasting, the 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 Head of Radio 1 or Director of 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. RTÉ acknowledge that the Presenter is not responsible for the Budget associated with the broadcast of either the TV or Radio show.

- 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 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 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 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.
- 5.7 The Company shall procure that the Presenter shall provide the Services to RTÉ in accordance with Schedule 1. For the purposes of this clause 5 a "week" shall mean five (5) weekdays during any week (Monday to Sunday inclusive). During each calendar year of the Contract Term, the Presenter shall be entitled not to provide the Services to RTÉ for fifty five (55) days a maximum aggregate period of eleven (11) weeks (pro-rated 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 RTÉ at least 6 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 RTÉ.

- 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 RTÉ in connection with the TV Show 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 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.
- 5.7.6 The Company agrees to discuss with and obtain approval from the Head of Radio 1 and the Director of 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 (55) days set out above.
- 5.8 The Company shall procure that the Presenter shall 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.
- 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. 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 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, 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 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. The foregoing restriction does not apply to the Contractor's promotional or advertising activities for (a) Arnotts Story Telling; (b) Texaco Children's Art Competition; (c) Shelbourne Hotel Christmas Lights; (d) SVP; (e) ISPPC.

- 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 and the Director of Content or their nominee(s) 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. The Director General 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 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 and/or (at RTE's election) the Director of 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 Head of Radio 1 and/or (at RTE's election) the Director of 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 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 RTE's discretion, be regarded as a fundamental breach of contract.
- 6.5 RTE acknowledges that the Presenter has a relationship with BBC Radio and, subject to prior notification by the Presenter to the appropriate Head of Radio1, 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 (3) 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 RTE. For the avoidance of doubt, the Presenter hereby agrees not without RTE'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 RTE.

- 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 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 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).
- 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 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 for the Company's observance of its obligations under Clause 5.8 RTÉ agrees 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 Director of Content or 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.

## **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 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 €440,000 gross per Contract Year without any deduction (save withholding tax) plus VAT to be invoiced on a monthly basis.

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. 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.
- 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. 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 (14) 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, public health restrictions, 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 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 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 month 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 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 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 (2) 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.

### **Termination**

- 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 (14) 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 twenty one (21) 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 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 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 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 save any employer PRSI or similar contributions or interest or penalties insofar as same are calculable 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.

## **16. Miscellaneous**

16.1 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.

16.2 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 RTÉ.

16.3 The Company acknowledges that nothing in this Agreement imposes any obligation on RTÉ 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.

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

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

**17. Notices**

17.1 Any notice required to be given to RTÉ 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.

**18. Severability**

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.

**19. Jurisdiction**

19.1 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 five (5) hours per week for forty one (41) weeks (205 weekdays) during the Contract Year including 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 9 am – 10 am, Monday to Friday inclusive.
- 1.3 If required, return logs of all music, used or commissioned in the Radio Show.
- 1.4 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- 1.5 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 9.30 pm and 11.30 pm and it is hereby agreed that the Show finishes at 11.30 pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so. 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. It is agreed that up to 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 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 these non

service days. Arrangements in relation to any pre-recorded programmes are to be agreed in good faith between the Parties at that time.

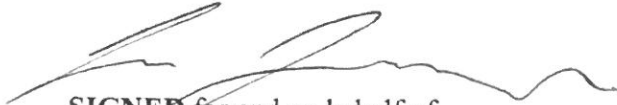
- 2.3 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.

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 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  
**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:

## 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.

Agreed and Accepted

  
for and on behalf of  
**RAIDÍO TEILIFÍS ÉIREANN**

**Date:**

Agreed and Accepted

\_\_\_\_\_  
for and on behalf of  
**TUTTLE PRODUCTIONS LIMITED**

**Date:**

PAC 05 - Email NKM to RTÉ - 24 July 2020

[Redacted]

**From:** [Redacted]@nkmanagement.ie>  
**Sent:** Friday 24 July 2020 11:04  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** RE: RTÉ and Tuttle Productions Limited - Part Signed Agreement and Letter of Agreement  
**Attachments:** RTE and Tuttle Productions Fully Signed Contract 24.07.2020.pdf; Fully Signed Letter of Agreement 24th July 2020.pdf

Hi [Redacted]  
Please find Ryan's fully signed contract attached with the signed side letter.  
Any update on the sponsorship piece?  
Kind regards,

[Redacted]

**From:** [Redacted]@rte.ie>  
**Sent:** 21 July 2020 14:49  
**To:** [Redacted]@nkmanagement.ie>  
**Cc:** [Redacted]@rte.ie>  
**Subject:** RTÉ and Tuttle Productions Limited - Part Signed Agreement and Letter of Agreement

[Redacted]  
Please see attached as signed by Jim. Please can you arrange for Ryan to sign and date both and return a scanned copy to us for the file.  
I will send you Dee's letter once she has signed it and will be in touch as soon as I've an update on the sponsorship.  
Kind regards

[Redacted]

RTE Solicitors' Office  
Donnybrook, Dublin 4

[Redacted]

[Large Redacted Block]

## LETTER OF AGREEMENT

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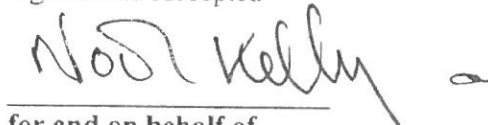
Agreed and Accepted


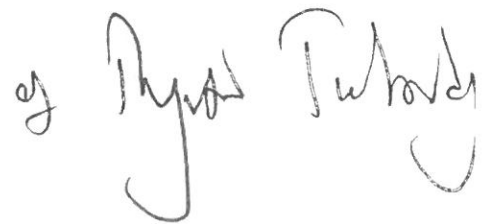
  
for and on behalf of  
**RAIDÍO TEILIFÍS ÉIREANN**

Date:

26<sup>th</sup> July 2020

Agreed and Accepted

  
for and on behalf of  
**TUTTLE PRODUCTIONS LIMITED**

 on behalf of 

Date:

26 - July 2020

20 July 2020

**THIS AGREEMENT** is dated the 24 day of JULY, 2020  
**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 (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 April, 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 Services and the proceeds thereof of the Presenter throughout the world together with the right to make such Services available to others.
- 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 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) 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 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 – 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 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 Director of Content shall consult with the Company and/or the Presenter. If the relocation relates to radio broadcasting, the 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 Head of Radio 1 or Director of 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. RTÉ acknowledge that the Presenter is not responsible for the Budget associated with the broadcast of either the TV or Radio show.

- 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 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 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 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.
- 5.7 The Company shall procure that the Presenter shall provide the Services to RTÉ in accordance with Schedule 1. For the purposes of this clause 5 a "week" shall mean five (5) weekdays during any week (Monday to Sunday inclusive). During each calendar year of the Contract Term, the Presenter shall be entitled not to provide the Services to RTÉ for fifty five (55) days a maximum aggregate period of eleven (11) weeks (pro-rated 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 RTÉ at least 6 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 RTÉ.

- 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 RTÉ in connection with the TV Show 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 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.
- 5.7.6 The Company agrees to discuss with and obtain approval from the Head of Radio 1 and the Director of 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 (55) days set out above.
- 5.8 The Company shall procure that the Presenter shall 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.
- 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. 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 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, 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 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. The foregoing restriction does not apply to the Contractor's promotional or advertising activities for (a) Arnotts Story Telling; (b) Texaco Children's Art Competition; (c) Shelbourne Hotel Christmas Lights; (d) SVP; (e) ISPCC.
- 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 and the Director of Content or their nominee(s) 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. The Director General acting on behalf of RTÉ 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 RTÉ's commercial interests or public reputation. The Company and the Presenter acknowledge and agree that RTÉ 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 and/or (at RTÉ's election) the Director of 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 Head of Radio 1 and/or (at RTÉ's election) the Director of 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 RTÉ's statutory legal obligations, general policy guidelines as notified in writing to the Company and/or the Services to be provided to RTÉ, RTÉ's decision as communicated by the Director General in 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 1, 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 (3) 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 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 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).
- 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 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 for the Company's observance of its obligations under Clause 5.8 RTÉ agrees 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 Director of Content or 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.

## **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 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 €440,000 gross per Contract Year without any deduction (save withholding tax) plus VAT to be invoiced on a monthly basis.

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. 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.
- 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. 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 (14) 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, public health restrictions, 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 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 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 month 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 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 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 (2) 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.

### **Termination**

- 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 (14) 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 twenty one (21) 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 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 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 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 save any employer PRSI or similar contributions or interest or penalties insofar as same are calculable 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.

## **16. Miscellaneous**

16.1 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.

16.2 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 RTÉ.

16.3 **The Company acknowledges that nothing in this Agreement imposes any obligation on RTÉ 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.**

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

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

**17. Notices**

17.1 Any notice required to be given to RTÉ 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.

**18. Severability**

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.

**19. Jurisdiction**

19.1 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 five (5) hours per week for forty one (41) weeks (205 weekdays) during the Contract Year including 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 9 am – 10 am, Monday to Friday inclusive.
- 1.3 If required, return logs of all music, used or commissioned in the Radio Show.
- 1.4 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- 1.5 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 9.30 pm and 11.30 pm and it is hereby agreed that the Show finishes at 11.30 pm save in respect of the period September to December when the programme may occasionally be extended where it is necessary to do so. 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. It is agreed that up to 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 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 these non



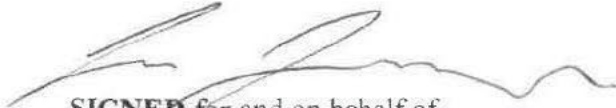
service days. Arrangements in relation to any pre-recorded programmes are to be agreed in good faith between the Parties at that time.

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

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 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  
**RAIDÍÓ TEILIFÍS ÉIREANN**

In the presence of

Witness:

Name:

Address:

**SIGNED** for and on behalf of  
**TUTTLE PRODUCTIONS LIMITED**

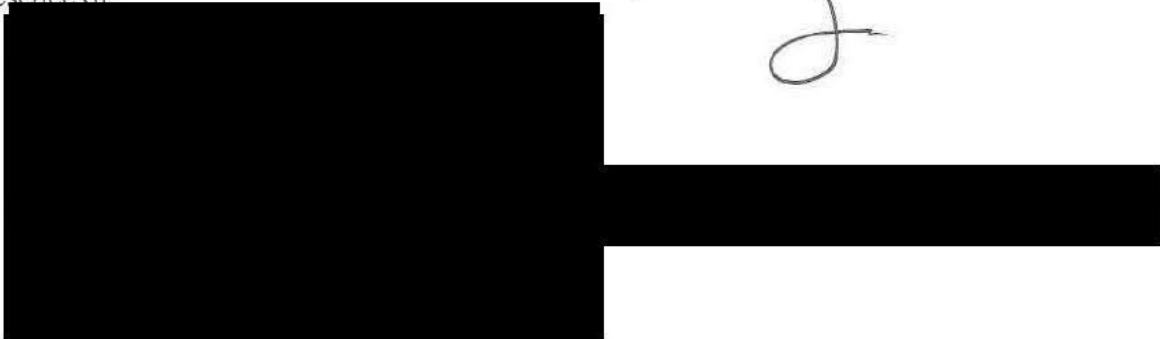


In the presence of

Witness:

Name:

Address:



PAC 05 - Email NKM to RTE - 30 July 2020

Cc: [redacted]@rte.ie>

Subject: RE: RT

Hi [redacted]

Ryan was away so Noel had to sign but I got confirmation in writing from Ryan on this. We would need something more formal to send to you though.

We can get this email to you but Ryan is off so it might be a week or two before we have it, is that ok?

Thanks,

[redacted]

From [redacted]@rte.ie>

Sent: 30 July 2020 10:42

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

Cc: [redacted]@rte.ie>

Subject: RT

[redacted] Noel

I note that Noel has signed Ryan's contract as agent – can you please send us a letter or email from Ryan confirming that Noel had his authority to sign on his behalf.

Kind regards.

**RTÉ**

**RTÉ Solicitors' Office**

Donnybrook, Dublin 4

[redacted]  
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