

**APPENDIX "A"**

	<b>TERMS OF TRADE</b>	<b>NON-TERMS OF TRADE AGREEMENT</b>
<b>UNDERLYING RIGHTS</b>		
<b>CONCEPT, FORMAT, COPYRIGHT, AND ALL OTHER RIGHTS, TITLE &amp; INTEREST:</b>	100% Producer owned	<ul style="list-style-type: none"> <li>• Concept and Format are 100% Shaw owned, except in the case of acquired formats</li> <li>• Copyright – min 25 years to Producer for content tax credits</li> <li>• All other rights, title, and interest, as the case may be – at Shaw's discretion</li> </ul>
<b>BASIC DEAL TERMS</b>		
<b>TERRITORY:</b>	Canada	Worldwide *see distribution & profit participation section below
<b>LANGUAGE:</b>	English *may acquire French rights provided it is broadcast on a French language channel owned/controlled by Shaw	Any and all Languages
<b>LICENSE TERM:</b>	5 Years *shall commence no later than 6 months from delivery (of last episode as applicable)	Unlimited
<b>OBLIGATION TO BROADCAST:</b>	Within 12 months of License Term	Within 2 yrs of completion and commercial exploitability
<b>WORLD PREMIERE RIGHTS:</b>	Within 6 months of License Term (may be negotiated)	Shaw retains, no restrictions
<b>SUBLICENSING RIGHTS:</b>	• Linear broadcast: To related (owned/partially	To any party

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	<p>owned) entities, any 3<sup>rd</sup> party conventional only</p> <ul style="list-style-type: none"> <li>• Non-Linear: To any third party.</li> </ul>	
<b>RETRANSMISSION ROYALTIES:</b>	100% Producer	100% Shaw
<b>CO-TERMINOUS RIGHTS:</b>	<p>No</p> <p>*subject to negotiation and payment of additional fee</p>	<p>Yes</p> <p>*no obligation to pay additional fees</p>
<b>DIGITAL MEDIA PRODUCTS (DMP):</b>	<p>Producer has certain rights to original digital content</p> <p>*revenue generating - rev share @ Producer discretion; does not include Games</p>	<p>Shaw retains 100%</p> <p>*DMP rights include Games</p>
<b>CANADIAN EXPLOITATION, REVENUE SHARE &amp; HOLDBACKS</b>		
<b>CONVENTIONAL:</b>	Unlimited runs	Unlimited runs
<b>SPECIALTY:</b>	Unlimited runs	Unlimited runs
<b>ON-DEMAND (excl EST/digital sale/rental)</b>	Unlimited runs	Unlimited runs
<p><b>DIGITAL SALE:</b></p> <p><b>DIGITAL RENTAL:</b></p> <p><b>IN-FLIGHT:</b></p>	<ul style="list-style-type: none"> <li>• At Producer's discretion</li> <li>• <b>HOLDBACK</b> – subject to negotiation, max 12 months</li> <li>• Shaw may negotiate a rev share up to 75% of Producer's gross from CDN exploitation for Super License Fee, and 50% for Fair Market Value</li> </ul>	At Shaw's discretion

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<b>DVDs:</b>	<ul style="list-style-type: none"> <li>• If Shaw retains, subject to 12 months use it or lose it (from license start date). Reversion of rights: rev share begins in years 4 and 5 of the License Term</li> </ul>	<p>At Shaw's discretion</p> <p>*If producer exploits, Shaw participates in revenues. Otherwise, a <b>HOLDBACK</b> for the entire term is in place.</p>
<b>GAMES:</b>	<ul style="list-style-type: none"> <li>• At Producer's discretion; Negotiable only when Shaw pays a Super License Fee</li> </ul>	<p>Shaw retains</p> <p>Included in Digital Media Product rights.</p>
<b>MERCHANDISE:</b>	<ul style="list-style-type: none"> <li>• If Shaw retains, subject to 12 month use it or lose it (from license start date). Reversion of rights: rev share beginning years 4 and 5 of License Term.</li> <li>• <b>NO HOLDBACK</b>, but producer to consult with Shaw prior to any exploitation</li> <li>• Books, e-books, other publishing materials are 100% retained by Producer</li> </ul>	<p>At Shaw's discretion</p> <p>* If producer exploits, Shaw participates in revenues. <b>NO HOLDBACK</b></p>
<b>ADDITIONAL RIGHTS RETAINED BY PRODUCER, NO HOLDBACKS:</b>	<ul style="list-style-type: none"> <li>• Other Languages</li> <li>• Theatrical/Non-Theatrical (libraries, museums, classrooms)</li> <li>• Music Publishing</li> </ul>	<p>None</p>
<b>INTERNATIONAL DISTRIBUTION RIGHTS &amp; PROFIT PARTICIPATION</b>		
<b>DISTRIBUTION RIGHTS:</b>	<p>Producer retains</p>	<p>At Shaw's discretion</p> <p>*a fee is required in exchange for worldwide distribution rights for</p>

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		full content tax credits. At least 25% of revenues received internationally must be shared with Producer.
<b>PROFIT PARTICIPATION:</b>	At the Producer's discretion & subject to a calculation, but not to exceed 30%	<ul style="list-style-type: none"> <li>• At Shaw's discretion; min 25% to Producer if content tax credits</li> <li>• 100% Shaw if Producer services</li> </ul>
<b>EQUITY &amp; RECOUPMENT STRUCTURE:</b>	<ul style="list-style-type: none"> <li>• <i>Tier 1:</i> Distribution Advance;</li> <li>• <i>Tier 2:</i> pari passu across multiple tiers with other financiers' equity investment;</li> <li>• <i>Final Tier:</i> Shaw/Producer profit participation</li> </ul>	At Shaw's discretion
<b>PRODUCTION BUDGET &amp; FINANCING</b>		
<b>UNDERAGE:</b>	Refund of a portion of License Fee allowable only if Shaw equity forms part of financing.	At Shaw's discretion
<b>OVERAGE:</b>	Producer responsibility	Producer responsibility
<b>SURPLUS:</b>	Subject to negotiation, but in no event can Shaw reduce its License Fee	At Shaw's discretion
<b>TAX CREDITS:</b>	Up to 75% of Producer's tax credits.	Up to 100% of Producer's tax credits.