

Executed on Feb. 8, 2019 with effect as of January 1, 2019

Historica Canada

2 Carlton Street, East Mezzanine

Toronto, ON, M5B 1J3

Attention: Anthony Wilson-Smith, President

**Re: The Heritage Minutes Agreement**

This letter confirms the principal terms and conditions of the Agreement between the Alliance of Canadian Cinema, Television and Radio Artists ("ACTRA"), on the one hand, and Historica Canada, on the other hand, regarding the exploitation of various one minute productions known as "The Heritage Minutes" ("The Minutes") produced by Historica Canada. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Session and Use Fees.** Historica Canada agrees to pay the applicable session fees for production of The Minutes as set out in the current Independent Production Agreement ("IPA") dated January 1, 2019 to December 31, 2021. Historica Canada also agrees to pay an additional 50% of each performer's net fees at the time of production as payment for the exploitation by Historica Canada of The Minutes in all media, with the exception of New Media.
2. **New Media.** In addition to Session and Use Fees, Historica Canada agrees to pay a further 10% of each performer's net fees at the time of production as payment for the exploitation by Historica Canada of The Minutes in New Media.
3. **No Additional Use Fees.** Provided that Historica Canada satisfies the following conditions, ACTRA shall not claim that any additional Use Fees are generated by the distribution of The Minutes pursuant to the IPA.
  - a) Historica Canada must retain copyright in each of The Minutes;
  - b) Historica Canada must maintain its not for profit status;
  - c) Historica Canada shall not charge any fees, directly or indirectly, for the right to broadcast or otherwise distribute any of The Minutes other than reasonable out-

of-pocket expenses, such as the costs of materials, booklets, videotapes and the like; and

- d) Historica Canada shall maintain up to date reporting of all revenues (if any) generated by the distribution of The Minutes (including a report of the out-of-pocket expenses received by Historica Canada) in accordance with Article B511 of the IPA.

Provided the conditions set forth above continue to be satisfied, ACTRA will not make any claim under the IPA that the Use Fees payable pursuant to the IPA should be based on the fair market value for distribution of The Minutes.

4. **Insurance and Retirement and Administrative Fees.** Historica Canada shall remit to ACTRA the applicable insurance and retirement contributions as set out in the IPA as well as the applicable ACTRA administrative fee and HST.
5. **Declared Use.** The Declared Use of The Minutes shall be Theatrical, which allows for worldwide theatrical Use for the period that Historica Canada retains the copyright of The Minutes.
6. **ACTRA's Logo and Performer Credits.** As an acknowledgement of ACTRA's public partnership with The Heritage Minutes Project administered by Historica Canada, Historica Canada agrees to include the ACTRA logo in each of The Minutes in the end titles of all positive prints and other masters created after the date of execution of this Agreement, provided that ACTRA provides Historica Canada with a copy of such logo in suitable electronic format when reasonably required by Historica Canada. In addition, Historica Canada agrees to include a full cast list of all performers who have appeared on camera in each of The Minutes on Historica Canada's website.
7. **ACTRA's Website and Promotional Excerpts.** Upon request by ACTRA, Historica Canada agrees to provide ACTRA with excerpts from The Minutes, as selected by ACTRA and Historica Canada for use by ACTRA in the development of ACTRA's national multimedia planning initiative.
8. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Agreement shall be treated by the parties as part of the IPA, and the terms and conditions of the IPA are incorporated by reference herein, with the proviso that the terms and conditions of the Agreement shall prevail in the event of any conflict or inconsistency. None of the parties to this Agreement may assign this Agreement or any of their rights or

obligations hereunder to any third party without the prior written consent of the other parties hereto, which consent shall not be reasonable withheld. This Agreement shall remain binding upon and enure to the benefit of the parties respective successors and permitted assigns. This Agreement replaces and cancels all previous Agreements between the parties regarding the subject matter hereof and constitutes the entire Agreement between the parties and no variation shall be made unless agreed to in writing by all the parties hereto.

9. **Notices.** Any notices required or permitted to be given hereunder shall be given to the following addresses: (i) to Historica Canada: 2 Carlton Street, East Mezzanine, Toronto, Ontario M5B 1J3, Attention: Anthony Wilson-Smith; and (ii) to ACTRA: 625 Church St, 3<sup>rd</sup> Floor, Toronto, Ontario M4Y 2G1, Attention: Stephen Waddell. All notices shall be delivered by either registered mail, personal delivery or email.

Assuming the foregoing is consistent with your understanding of our Agreement, kindly execute this Agreement below where indicated.

Sincerely,

**Alliance of Canadian Cinema, Television and Radio Artists ("ACTRA")**

Per: \_\_\_\_\_

Name:

Title:

**ACCEPTED AND AGREED TO BY:**

Per: \_\_\_\_\_

Name: Anthony Wilson-Smith

Title: President & CEO of HISTORICA CANADA