

**RELEVANT DOCUMENTS FOR
OIREACHTAS COMMITTEE
HEARINGS ON 11 JULY 2023**

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RYAN TUBRIDY 2015 CONTRACT



9th November 2015

THIS AGREEMENT is dated the 9th day of November, 2015
BETWEEN

1. **RAIDÍÓ 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 [REDACTED] (hereinafter called "**the Company**") of the second part.

collectively referred to as "the Parties".

WHEREAS

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

THE PARTIES NOW HEREBY AGREE AS FOLLOWS

1. Definitions

"**Commencement Date**" means 1 September, 2015.

"**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.

meaningful prior consultation between the Managing Director of RTÉ Television or Managing Director of Radio 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 Presenter's Services and for all rights assigned and consents and waivers granted and given by the Company and/or the Presenter to RTÉ hereunder, including without limitation in and to the products of the Presenter's Services, RTÉ agrees to pay to the Company the following fees gross per Contract Year without any deduction (save withholding tax) plus VAT:-

Year 1 - €495,000
Year 2 - €495,000
Year 3 - €545,000
Year 4 - €545,000
Year 5 - €545,000

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

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

- 8.2 The fees shall be paid in instalments in equal calendar monthly instalments in arrears within thirty (30) days of receipt by the RTÉ People Payments, RTÉ Group Finance (or such other department of RTÉ as may be notified by RTÉ to the Company in writing in advance from time to time) of a valid undisputed invoice.
- 8.3 The Company shall be entitled to appropriate travel and subsistence expenses as authorised by RTÉ in respect of attendance by the Presenter on location work away from the premises of RTÉ currently at Donnybrook, Dublin 4. Such expenses must be authorised in advance by RTÉ. 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.

SCHEDULE 1
SERVICES

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

1. Radio Services:

- 1.1 Present the radio programme assignment, "*The Ryan Tubridy Show*" (or such other primetime show as may be advised following meaningful consultation with the Presenter) for up to a maximum of ten (10) hours per week for forty two (42) weeks (210 weekdays) during the Contract Year including regular programme Outside Broadcasts as required, or any other comparable programme assignment as directed by the Managing Director of Radio or his/her nominee(s) following meaningful consultation with the Presenter.
- 1.2 The Radio Show is currently scheduled five (5) hours per week between the hours of 9am – 10am, Monday to Friday inclusive.
- 1.3 If required, self-operate (comp-op) the Radio Show or other comparable programme, on a daily basis and other programme assigned from time to time as appropriate.
- 1.4 If required, return logs of all music, used or commissioned in the Radio Show.
- 1.5 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- 1.6 In exceptional circumstances the show may be pre-recorded by mutual agreement between the parties in advance.

2. TV Services:

- 2.1 Present up to thirty eight (38) episodes per annum between 21.00pm and 12.00am of "*The Late Late Show*" or an equivalent programme of approximately one hundred and twenty (120) minutes duration per episode, as determined by the Director of Programmes, Television or his/her nominee. The Company and the Presenter hereby agree that the Presenter shall present any "special programmes" of the TV Show that may overrun the normal two (2) hour duration of the TV Show provided that total overruns per season of the TV Show shall not exceed three (3) hours in aggregate. Television management undertake to consult in a meaningful way with the Company and/or the Presenter regarding any significant changes to *The Late Late Show*, or any move to a new programme. At RTÉ's discretion up to two (2) TV Shows in any season may be pre-recorded. All episodes of the *Late Late Show* shall be broadcast weekly on a Friday during any one programme season unless otherwise scheduled by RTÉ.
- 2.2 It is agreed that the Presenter will not be obliged to provide his TV services for a live show on Good Friday. This is subject to the Presenter undertaking not to provide his Services to any third party and in particular BBC Radio during this Easter period of non service days. Arrangements in relation to any pre-

recorded programme for transmission on Good Friday are to be agreed in good faith between the Parties at that time.

- 2.3 Present up to three (3) additional television programme "one-offs or specials" per annum (or four (4) in years where there are 37 Late Late Shows in a season), such programmes to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter.
- 2.4 To attend at RTÉ for planning meetings, programme preparation, rehearsals, recordings and studio broadcasts as is reasonable.
- 2.5 Subject to the availability of the Presenter and subject to the prior consultation and agreement with the Managing Director of TV, the option of a further series, or series' of up to eight (8) programmes, with a duration of up to fifty two (52) minutes each, such series to be discussed and agreed between the Director of TV Programmes or her nominee and the Presenter. In considering whether the Presenter shall be available for additional TV Services requirements, the requirements of the Radio Services shall be taken into account.

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

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

PROPOSED TERMS OF NEW CONTRACT DECEMBER 2019

From: Breda O'Keeffe <Breda.OKeeffe@rte.ie>

Sent: Thursday, December 19, 2019 11:09 AM

To: [REDACTED]; Noel <[REDACTED]>

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

Subject: Tuttle Productions

Hi Noel, [REDACTED]

Following up from our meeting earlier this week, please find attached outline offer as discussed.

Please call me if you have any queries on the attached.

I hope you both have a lovely Xmas and New Year with your families.

regards

Breda

STRICTLY PRIVATE AND CONFIDENTIAL

Proposed Offer Based on :

- 15 % cut to fees
- Write off portion of 2017, 2018 and 2019 fees
- New contract to apply from 1/1/2020 or soonest

1 Current Contract	€'000
Year 1 2015/2016	495
Year 2 2016/2017	495
Year 3 2017/2018	545
Year 4 2018/2019	545
Year 5 2019/2020	545
Exit Fee of	120
Total Fees over the 5 year contract	2,745
Average fee (incl exit per annum)	549
Target fee level Less 15% Cut	467

2 Exit fee offset

By agreement, the exit fee of €120k to be written off on the basis that the additional services contracted for in 2017, 2018 and 2019 were not required and were not delivered.

	€'000
Value for services not required/delivered in 2017	20
Value for services not required / delivered in 2018	50
Value for services not required / delivered in 2019	50
	120

3 Proposed value of new Contract

Target annual fee level Less 15% Cut	467
Fee for 5 years	2,333
Cross Platform loyalty fee	120
Total Value required over 5 years	2,453
Per annum Earnings	495

4 Proposed Offer

RTE Fee per annum	420
Commercial sponsorship with 3rd party facilitated by RTE	75

NK MANAGEMENT EMAIL TO RTE

From: Noel [REDACTED]
Sent: Thursday, January 16, 2020 1:35 PM
To: Dee Forbes <dee.forbes@rte.ie>; [REDACTED] <[\[REDACTED\]@rte.ie](mailto:[REDACTED]@rte.ie)>; Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]
Cc: Noel <[REDACTED]>
Subject: FW: Follow Up

Dear Dee, [REDACTED] and Breda,

Lovely to see you all yesterday evening. I thought it was a very productive meeting, I feel that we are all working extremely hard to come to an agreement on all contracts ensuring fairness to the Talent that we represent and to assist RTE through this difficult time.



Considering our lengthy discussions regarding Ryan Tubridy I have outlined our position below.

- €450,000 per contract year paid and guaranteed by RTE
- €75,000 from commercial relationship
 - o Terms and conditions of this:
 - Underwritten and guaranteed by RTE
 - Invoiced from NK Management to the commercial brand
 - Maximum of three PAs per annum by Ryan which have to be in association with RTE activity
 - All activity and contract details to be all agreed with NK Management before discussing with the commercial brand
- The fees above include the €120,000 owed to Ryan from his current contract
- ~~Five year~~ contract
- Less services:
 - o Suggestion of four less Late Late Shows per contract year to be discussed and agreed
 - o The Late Late Show to finish by 11.30pm every Friday
 - o Reduction of radio shows to be discussed
- Letter of guarantee from the Director General that there will be no further cuts to the new contract, for the duration of the contract
- Permission for outside work by Ryan to be granted once the brand work does not conflict directly with TV or radio programme sponsors
- Need to discuss commercial rights for the Late Late Toy Show separately

Please note that these matters are private and confidential. Any PR set to be released by RTE needs to be discussed in advance of any publication, this includes both salaries and pay cuts.

We look forward to hearing from you and we are available to meet if you would like to discuss anything in further detail.

Regards,
Noel

Any use of this email or its contents is strictly confidential and should not be distributed outside the intended recipients. If you have received this email in error, please do not print, copy, retransmit or otherwise use the information contained herein. Please notify the sender immediately by email if you have received this message in error.

CONTRACT DISCUSSIONS 2020

From: Breda O'Keeffe <Breda.OKeeffe@rte.ie>

Sent: Thursday 13 February 2020 11:42

To: Noel <[REDACTED]>

Cc: Dee Forbes <dee.forbes@rte.ie>; Jim Jennings <[REDACTED]>; Breda O'Keeffe <Breda.OKeeffe@rte.ie>

Subject: Tuttle Productions

Dear Noel, [REDACTED]

We have had a number of productive discussions internally where we considered all the elements of your proposal. We can agree to many of your proposals as we too are very keen to conclude a new contract with Ryan for his services.

Here is our updated proposal and we look forward to discussing with you further on Tuesday when we meet.

- We can meet you half way and increase the fee offer to €435,000 per contract year. This represents a 12% reduction on the last published earnings for Ryan, which we have to be cognisant of given RTE's commitment to reduce top talent fees by 15%.
- €75,000 from a commercial relationship. We have progressed discussions with a 3rd party and look forward to discussing this with you in more detail next Tuesday.
- A five year contract commencing 1st March 2020.
- The exit fee of €120,000 due under the current contract will be written off and offset against 2017, 2018 and 2019 fees as outlined in the attached side letter.
- Reduced services:
 - o The Late Late Show run to include two pre recorded shows, one at Easter and one for the first show of the New Year which would give Ryan and the team a longer break at Christmas.

- o We will endeavor to ensure that the Late Late Show finishes by 11.30pm every Friday with the exception of the last quarter of each year where commercial revenue would be adversely effected.
- o An extra week non service on radio
- A letter of guarantee from the Director General will be provided that there will be no further cuts to the new contract.
- Permission for Ryan to work outside would be reviewed on a case by case basis.

We look forward to meeting you next Tuesday to discuss further

regards

Breda

From: Noel [REDACTED]
Sent: Wednesday 19 February 2020 15:07
To: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]
Cc: Dee Forbes <dee.forbes@rte.ie>; Jim Jennings [REDACTED]
 [REDACTED] <[\[REDACTED\]@rte.ie](mailto:[REDACTED]@rte.ie)>; Noel <[REDACTED]>
Subject: Private and Confidential: Tuttle Productions

Dear Breda,

Following our discussion yesterday, we had a meeting with our client and we are coming back to you on our position.

- We can agree to a fee of €435,000 per contract year for 38 Late Late Shows and 205 radio shows, with a sign off fee of €75,000 at the end of the 5 year contract in a side letter agreement. This represents a 41% reduction over the past five years.

- As discussed the fee from the commercial agreement would be €75,000 per contract year to cover three Late Late Show host style appearances (one Dublin and two outside of Dublin) we would also need a side letter agreement from RTE to guarantee and underwrite this fee for the duration of this contract and beyond into the next contract.
- A five year contract commencing 1st March 2020.
- Reduced services:
 - In addition to the Country and Western Show, The Late Late Show run to include three pre recorded shows, one at Easter, one for the first show of the New Year/Christmas and another which would be agreed locally with Ryan and the production team.
 - The Late Late Show to finish @11.30pm every Friday from the beginning of the new contract.
 - An extra week non service on radio.
- A letter of guarantee from the Director General will be provided that there will be no further cuts to the new contract.
- Permission for Ryan to work outside would be reviewed on a case by case basis and final sign off with the Director General.
- The Late Late Toy Show Live – as agreed we look forward to discussing this in more detail as another commercial arrangement.

We look forward to concluding all of the above and getting the contract signed asap.

Regards,

Noel

From: Breda O'Keeffe <Breda.OKeeffe@rte.ie>
Sent: 20 February 2020 16:32
To: Noel <[REDACTED]>
Cc: Dee Forbes <dee.forbes@rte.ie>; Jim Jennings <[REDACTED]> <[\[REDACTED\]@rte.ie](mailto:[REDACTED]@rte.ie)>; Breda O'Keeffe <Breda.OKeeffe@rte.ie>
Subject: Private and Confidential: Tuttle Productions

Hi Noel <[REDACTED]>

Thank you for your prompt follow up from Tuesday's meeting. We thought the meeting was very helpful and we note your updated position below which we have discussed internally and the response below is our final position. I'll take each of your points in turn which I have copied from your email and shown in italics below together with our response in red. I also have included the point on the exit fee (in red also) under the current contract which was included in our 13th Feb email.

We look forward to hearing from you as we too are keen to conclude the contract.

regards

Breda

- *We can agree to a fee of €435,000 per contract year for 38 Late Late Shows and 205 radio shows, with a sign off fee of €75,000 at the end of the 5 year contract in a side letter agreement. This represents a 41% reduction over the past five years. The inclusion of a sign off fee was not discussed at our meeting and should it have been, we would have relayed to you that as a policy we no longer pay exit fees as they are problematic for us. We explained our position yesterday on the €435,000 pa fee and also agreed to extend the start date to 1st April 2020 as a modest gesture in this regard.*
- *As discussed the fee from the commercial agreement would be €75,000 per contract year to cover three Late Late Show host style appearances (one Dublin and two outside of Dublin) we would also need a side letter agreement from RTE to guarantee and underwrite this fee for the duration of this contract and beyond into the next contract. We made good progress on what the commercial agreement would be and we agree to one in Dublin and two outside Dublin which are RTÉ led LLS events and we can provide you with a side letter to underwrite this fee for the duration of the contract.*

- *A five year contract commencing 1st March 2020. See above we agreed contract to commence on 1st April 2020.*
- *The exit fee of €120,000 due under the current contract will be written off and offset against 2017, 2018 and 2019 fees as outlined in the attached letter and in email of 13th February 2020.*
- *Reduced services:*
 - *In addition to the Country and Western Show, The Late Late Show run to include three pre recorded shows, one at Easter, one for the first show of the New Year/Christmas and another which would be agreed locally with Ryan and the production team. We agreed 3 pre records (plus Country & Western show) in a year where there are 38 LLS's. In years where there are less than 38 shows, there will be less flexibility & options and we will agree 2 pre records (plus Country & Western show)*
 - *The Late Late Show to finish @11.30pm every Friday from the beginning of the new contract.- Agreed except for Q4 (Sept to Dec of each year) where we may extend beyond 11:30pm given the commercial impact.*
 - *An extra week non service on radio. Agreed and to confirm that this means 205 radio shows per year as noted above*
- *A letter of guarantee from the Director General will be provided that there will be no further cuts to the new contract. Agreed subject to any changes in legislation which may cap or curtail presenter fees which are outside our control.*
- *Permission for Ryan to work outside would be reviewed on a case by case basis and final sign off with the Director General. Agreed*
- *The Late Late Toy Show Live – as agreed we look forward to discussing this in more detail as another commercial arrangement. Agreed - should the project progress further we will discuss as a separate arrangement to this contract*

We look forward to concluding all of the above and getting the contract signed asap.

EMAIL TO DEE FORBES

On 28 Feb 2020, at 14:44, Noel [REDACTED] wrote:

Dear Dee,

It was great to see you this morning and I am delighted that we are now in a position to go to draft stage for the new contract.

Please see final contract details below and we will look forward to receiving the first draft from your office.

Please see final mark-ups in black below

We can agree to a fee of €435,000 per contract year for 38 Late Late Shows and 205 radio shows, with a sign off fee of €75,000 at the end of the 5 year contract in a side letter agreement. This represents a 41% reduction over the past five years. The inclusion of a sign off fee was not discussed at our meeting and should it have been, we would have relayed to you that as a policy we no longer pay exit fees as they are problematic for us. We explained our position yesterday on the €435,000 pa fee and also agreed to extend the start date to 1st April 2020 as a modest gesture in this regard. €435,000 has never been our agreement or understanding, you brought this up at the last meeting after we had previously discussed €450,000 which represents a €95,000 reduction per annum as well as the €120,000 sign off from Ryan's current contract is not being paid by RTE. This offers RTE a saving of €595,000 over the five years for the new proposed contract based on RTE's remuneration for services set out below for a fee of €450,000.

Remuneration for Ryan from RTE € 440,000 per contract year of the new 5 year contract for 38 Late Late Shows and 205 radio shows

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

This is fine and we will need full view of this contract before it is signed and CMS Marketing and NK Management to be introduced to client.

- A five year contract commencing 1st March 2020. See above we agreed contract to commence on 1st April 2020. We are happy for the new contract to start from March 1st once all of the terms are agreed.*

Start date April 1st march Invoice to be paid at current rate.

- The exit fee of €120,000 due under the current contract will be written off and offset against 2017, 2018 and 2019 fees as outlined in the attached letter and in email of 13th February 2020. This is only agreed based on the fee level of €450,000 PA for services to RTE as outlined below as it is owed by RTE But not paid by RTE.*

2020. This is only agreed based on the fee level of €450,000 PA for services to RTE as outlined below as it is owed by RTE But not paid by RTE.

- *Reduced services:*
 - In addition to the Country and Western Show, The Late Late Show run to include three pre recorded shows, one at Easter, one for the first show of the New Year/Christmas and another which would be agreed locally with Ryan and the production team. We agreed 3 pre records (plus Country & Western show) in a year where there are 38 LLS's. In years where there are less than 38 shows, there will be less flexibility & options and we will agree 2 pre records (plus Country & Western show) We can only agree to the 3 pre records (plus Country & Western show) despite the number of LLS's per year.
 - The Late Late Show to finish @11.30pm every Friday from the beginning of the new contract.- Agreed except for Q4 (Sept to Dec of each year) where we may extend beyond 11:30pm given the commercial impact. We cannot agree to this, reduced fee has to reflect a reduced level of services so the show must finish @11.30pm every Friday unless under exceptional circumstances.
 - An extra week non service on radio. Agreed and to confirm that this means 205 radio shows per year as noted above Fine

We agreed 3 pre-records (plus Country & Western show) 1 Easter 1 Christmas 1 Midterm to be agreed with team

205 radio shows per year as noted above agreed

The Late Late Show to finish @11.30pm every Friday from the beginning of the new contract unless by agreement

- A letter of guarantee from the Director General will be provided that there will be no further cuts to the new contract. Agreed subject to any changes in legislation which may cap or curtail presenter fees which are outside our control. Of course this is outside of your control so there is no need to state that in the letter of guarantee.

A letter of guarantee from the Director General

- Permission for Ryan to work outside would be reviewed on a case by case basis and final sign off with the Director General. Agreed We need a guarantee that this is reasonable and will only be in the case if it conflicts with sponsors of the Late Late Show and The Ryan Tubridy Radio Show.

Permission for Ryan to work outside would be reviewed on a case by case basis and final sign off with the Director General. Agreed We need a guarantee that this is reasonable and will only be in the case if it conflicts with sponsors of the Late Late Show and The Ryan Tubridy Radio Show.

- The Late Late Toy Show Live – as agreed we look forward to discussing this in more detail as another commercial arrangement. Agreed - should the project progress further we will discuss as a separate arrangement to this contract I have sent a separate note to Dee in relation to this.

Discussed this morning.

Regards

Noel

DRAFT AGREEMENT AND SIDE LETTERS FOR CONTRACT

From: [REDACTED]@rte.ie>
Sent: Tuesday, March 10, 2020 4:23 PM
To: Noel [REDACTED]
Cc: Breda O'Keeffe <Breda.OKeeffe@rte.ie>; [REDACTED]@rte.ie>
Subject: RT

RTÉ Solicitors' Office

Dear Noel [REDACTED]

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

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

Kind regards .

RTÉ

RTÉ Solicitors' Office

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

Hi [REDACTED]

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

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

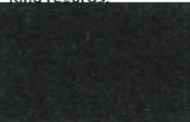
I have attached a side letter in relation to the commercial arrangement.

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

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

Have a lovely weekend.

Kind regards



THE
WHO'S
WHO OF
CELEBRITY
TALENT
NK
Management

[RTÉ headed paper]
LETTER OF AGREEMENT

1. We refer to the contract for services between the Tuttle Productions Limited and RTÉ dated 1 September 2015 to 31 August 2020 (the "Agreement") in relation to the services provided by the Contractor to RTÉ.
2. The parties hereby agree to the early termination of the Agreement on 28 February 2020.
3. It is hereby agreed that the fee of €120,000 due on the expiry date of 31 August 2020 will not be paid either pro rata or in full but will be set off against the additional contracted services set out in the Schedule but not sought by RTÉ or provided by the Presenter during the Contract Term.
4. The termination payment will be offset against the Contractor's earnings on the following terms:

€20,000 for Year 3,
€50,000 for Year 4 and;
€50,000 for Year 5.

RAIDIÓ TEILIFÍS ÉIREANN

Date:

Agreed and Accepted

for and on behalf of TUTTLE PRODUCTIONS LIMITED

Date:

SIDE LETTER

[RTÉ headed paper]
LETTER OF AGREEMENT

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

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

- ~~3.~~
4. The termination payment will be offset against the Contractor's earnings on the following terms:

€20,000 for Year 3;
€50,000 for Year 4 and;
€50,000 for Year 5.

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RAIDÍÓ TEILIFÍS ÉIREANN
Date:

Agreed and Accepted

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

Date:

RTÉ Solicitors' Office

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: 24th July 2020

Agreed and Accepted



for and on behalf of
TUTTLE PRODUCTIONS LIMITED

Date: 24 - July 2020

RYAN TUBRIDY 2020 CONTRACT

20 July 2020

THIS AGREEMENT is dated the 24 day of July, 2020
BETWEEN

1. **RAIDÍÓ 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 [REDACTED] (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.

- 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

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.

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.

INVOICE REQUEST JULY 2020

From: [REDACTED] <[REDACTED]@rte.ie>
Sent: Friday, July 24, 2020 1:36 PM
To: [REDACTED] Noel <[REDACTED]>
Cc: Richard Collins <[REDACTED]@rte.ie>
Subject: RT

[REDACTED]
Finally I have an update and we are good to go.

Can NK Management please send an invoice for €75k to Renault Ireland, for the attention of [REDACTED]

Wording as follows:

Bespoke Partnership between Renault Ireland and Ryan Tubridy to included personal appearances. Programme of activity to be agreed between Renault Ireland, RTE and NK Management.

Kind regards

[REDACTED]
RTÉ Solicitors' Office

RENAULT AND RYAN TUBRIDY INVOICE 2020

NK Management



www.nkmanagement.ie

INTERNATIONAL
TALENT
MANAGEMENT
AGENCY



Invoice No C5581

Renault Ireland



Date: 27/07/2020

Account No :

Your PO No:

Your Ref:

Email:

Job No: 3650

Vat No. 6404181K

Description	Qty	Unit Price	Amount
Ryan Tubridy			
Bespoke Partnership between Renault Ireland and Ryan Tubridy to included personal appearances. Programme of activity to be agreed between Renault Ireland, RTE and NK Management	1		€ 75,000.00

Bank Account

Account Name:



Total Nett € 75,000.00

VAT @ 23% €17,250.00

Total € 92,250.00

Please make cheques payable to "NK Management"

Terms: Payable upon receipt

INSTRUCTIONS FOR INVOICE APRIL 2022

From: [REDACTED] <[REDACTED]@rte.ie>
Sent: Friday 29 April 2022 11:16
To: Geraldine O'Leary [REDACTED]
Subject: Details for Noel

Hi Geraldine,

If invoice addressed as follows: and in Euro

ASTUS
Davidson Building
5 Southampton Street
London WC2E 7HA

VAT No: GB820522567 - this is for Noel

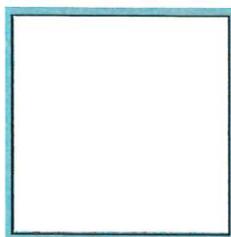
Do not put any person's name on the invoice. If he sends it back to me I will then sort everything else out

J

From: Geraldine O'Leary [REDACTED]
Sent: Friday 29 April 2022 11:17
To: Noel [REDACTED]
Subject: Fw: Details for Noel

As discussed.

G



GERALDINE O'LEARY

Commercial Director

RTÉ

☐ [+353 87 258 7215](tel:+353872587215) | [+](#)

☐ [REDACTED]
www.google.com

☐

INVOICE ONE ISSUED TO RTE

From: Brian Connolly
Sent: Tuesday, May 10, 2022 1:33 PM
To: [REDACTED]@arte.ie
Cc: Noel [REDACTED]
Subject: Invoice

Hi

Please find an invoice to ASTUS attached as agreed.

Kind regards

Brian

CMS Marketing

Invoice No:	11416
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Astus
Davidson Building
5 Southhampton St
London
WC 2E7A

GB820522567

Date:	9th May 2022
Account No :	AST01
Vendor No:	N/A
Your PO No:	N/A
Your Ref:	
Job No:	7516

VAT No: IE 8263391I

Description			Qty	Unit Price	Amount
Consultancy Fees			1	C75,000.00	C75,000.00
Vat Rate	Net Amt	VAT Amt		Total Nett	€ 75,000.00
23%	€0.00	€0.00			
13.50%	€0.00	€0.00		Vat @23%	€ 0.00
0%	C75,000.00	€0.00		Vat @13.50%	€ 0.00
				Vat @ 0%	€ 0.00
Account Name: Century Merchandising Services Ltd				Total	€ 75,000.00
Bank:					
Address:					
Sort Code:					
Account Number:					
IBAN:					
BIC:					

INVOICE TWO ISSUED TO RTE

From: Brian Connolly
Sent: Wednesday, July 6, 2022 11:29 AM
To: [REDACTED]@rte.ie
Cc: Noel [REDACTED]
Subject: RE: Invoice

Hi

I hope you are well.

Please find attached the latest ASTUS fee invoice.

Kind regards
Brian

CMS Marketing

Invoice No:	11526
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Astus
Davidson Building
5 Southampton St
London
WC 2E7A

GBB20522567

Date:	6th July 2022
Account No :	AST01
Vendor No:	N/A
Your PO No:	N/A
Your Ref:	
Job No:	7516

VAT No: IE 82633911

Description			Qty	Unit Price	Amount
Consultancy Fees			1	€75,000.00	€75,000.00
Vat Rate	Net Amt	VAT Amt	Total Nett € 75,000.00		
23%	€0.00	€0.00	Vat @23% € 0.00		
13.50%	€0.00	€0.00	Vat @13.50% € 0.00		
0%	€75,000.00	€0.00	Vat @ 0% € 0.00		
Account Name: Century Merchandising Services Ltd			Total € 75,000.00		
Bank:					
Address:					
Sort Code:					
Account Number:					
IBAN:					
BIC:					

EARNINGS TABLE AND COMMENTARY 2017 - 2022

Mr. Tubridy's Earnings						
	2017	2018	2019	2020	2021	2022
Published by RTE Originally	€491,677	€495,000	€495,000	€466,250	€440,000	€440,000
Updated by RTE (22/6)	€511,677	€545,000	€545,000	€522,500	€515,000	€515,000
Presenter's Contract	€545,000	€545,000	€545,000	€440,000	€440,000	€440,000
Date of Publication by RTE	Wednesday Jan 20th 2021			Feb-23		22nd June 2023
Filed accounts (RTE income)	€511,667	€545,000	€545,000	€459,964	€431,619	Not yet filed
Filed accounts (Other Income/NK Management)	€39,505	€7,221	€61,900	€5,874	€83,425 *	Not yet filed
Total	€551,172	€552,221	€606,900	€465,838	€515,044	Not yet filed

Commentary:

- On 20 January 2021, RTE under reported Mr. Tubridy's actual earnings **2017-2019** by €120k.

NK Management objected when RTE indicated in 2020 that it was planning to treat the sum of €120k that was not claimed by Mr. Tubridy at the end of his 2015 contract as taken off his actual earnings for these years. RTE accepted this objection in March 2020. This is confirmed at pages 14-16 of the booklet.

NK Management was satisfied that it had alerted RTE to its concerns about its proposed treatment of this figure and that RTE had understood and accepted its point here.

Mr. Tubridy fully accounted for the actual earnings during this period and paid all taxes on such actual earnings.

NK Management and Mr. Tubridy trusted RTE to get this right when it came to publishing top ten earners' details given that it is a large semi state organisation with professional accountants, financial advisors and external auditors to check and verify these figures.

Mr. Tubridy has apologised for not questioning this again when it arose in January 2021.

- For **2020**, the original RTE published earnings on 15 February 2023 are correct. Mr. Tubridy's actual earnings for this year match the amount originally published by RTE. The reason for a slight discrepancy between the contract fee and the actual earnings is that the contract fee took effect from 1 April 2020 and the earnings relate to a calendar year (1 January to 31 December).

The restated earnings published by RTE made on 23 June 2023 for 2020 are not correct and do not match Mr. Tubridy's actual earnings for that year. It appears that because RTE gave a credit note to Renault in this year they have overstated Mr. Tubridy's earnings by that amount notwithstanding that Mr. Tubridy did not receive this amount in that year.

- For **2021**, the original RTE published earnings on 15 February 2023 are also correct. Mr. Tubridy received from RTE the exact amount stated in this press release. In addition, Mr. Tubridy received separate additional income paid by Renault in relation to 3 events Mr. Tubridy contracted to perform for Renault. This was properly accounted for by Mr. Tubridy as non RTE income in his accounts. RTE now accepts that Mr. Tubridy was not aware of a credit

EARNINGS TABLE AND COMMENTARY 2017 - 2022

note that it issued to RTE. The restated earnings for this year made by RTE on 23 June 2023 overstate Mr. Tubridy's earnings from RTE for this year.

4. For **2022**, no earnings for any of the top ten presenters were published by RTE prior to its statement made on 23 June 2023. This was the first notification to us or anyone else of Mr. Tubridy's earnings from RTE for this year. It appears to us that RTE has understated Mr. Tubridy's actual earnings for this year when it is known that in addition to his presenter's contract, RT received two payments of €75k in this year in relation to 6 roadshow events that he is contractually bound to do. Mr. Tubridy's accounts for 2022 are not yet due and have not yet been finalised.

RYAN TUBRIDY ACCOUNTS 2017 - 2021

2017 REPORT:

TUTTLE PRODUCTIONS LIMITED

DIRECTORS' REPORT AND UNAUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2017

Income: RTE
NK Management

511,667
39,505

660,000
8,500

551,172

668,500

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2018 REPORT:

TUTTLE PRODUCTIONS LIMITED

**DIRECTORS' REPORT AND
UNAUDITED FINANCIAL STATEMENTS**

FOR THE YEAR ENDED 31 DECEMBER 2018

Turnover
 Income: RTE
 Income: NK Management

545,000
 7,221

511,667
 39,505

552,221

551,172

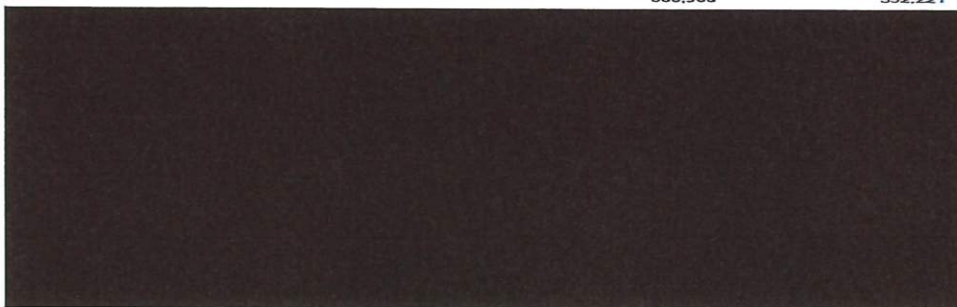


2019 REPORT:

TUTTLE PRODUCTIONS LIMITED
DIRECTORS' REPORT AND UNAUDITED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2019

TUTTLE PRODUCTIONS LIMITED
SUPPLEMENTARY INFORMATION RELATING TO THE FINANCIAL STATEMENTS
TRADING STATEMENT
FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2019

	2019 €	2018 €
Sales		
Income: RTE	545,000	545,000
Income: NK Management	61,900	7,221
	<u>606,900</u>	<u>552,221</u>



2020 REPORT:

TUTTLE PRODUCTIONS LIMITED

DIRECTORS' REPORT AND UNAUDITED
FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2020

Sales

Income: RTE

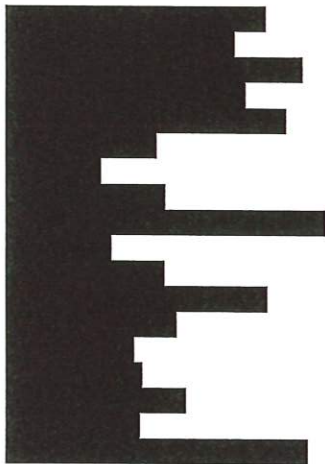
Income: NK Management

459,964
5,874

465,838

545,000
61,900

606,900



2021 REPORT:

TUTTLE PRODUCTIONS LIMITED

DIRECTORS' REPORT AND UNAUDITED
FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2021

Sales
Income: RTE
Income: NK Management

431,619
83,425

515,044

459,964
5,874

465,838

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]