

Content Licence Agreement

Jo Napier & Great Women Productions

RECITALS

WHEREAS Licensor is the creator and rights holder of the Great Women Portrait Project, a collection of original painted portraits, speaking portrait films, and educational materials celebrating pioneering women in STEM;

WHEREAS Licensee wishes to access three speaking portrait films from the collection on a complimentary basis during the month of March 2026 in connection with International Women's Month, as a gesture of gratitude from Great Women Productions and Jo Napier;

WHEREAS Licensor wishes to extend the reach of the Licensed Works to the daughters, granddaughters, nieces, and other young female family members of Licensee's employees, in the spirit of the Project's educational mission;

NOW THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Parties

This Content Licence Agreement (the "**Agreement**") is entered into as of March 8, 2026 (the "**Effective Date**") by and between:

Jo Napier operating as Great Women Productions, a sole proprietorship registered in Nova Scotia, Canada ("**Licensor**"); and

AstraZeneca Canada Inc., a corporation incorporated under the laws of Canada, and its affiliate AstraZeneca Canada ("**Licensee**"), with its principal place of business at 1004 Middlegate Road, Mississauga, Ontario L4Y 1M4.

2. Definitions

"**Licensed Works**" means the three (3) speaking portrait films identified in Schedule A, together with any accompanying educational materials expressly listed therein.

"**Permitted Corporate Use**" means the internal, non-commercial display and screening of the Licensed Works at AstraZeneca Canada corporate events, facilities, and internal digital channels during the Complimentary Period.

"Permitted Personal Sharing" means the forwarding or sharing of the Licensed Works link by individual AstraZeneca Canada employees with members of their immediate and extended family — including daughters, granddaughters, nieces, and other young female relatives — for personal, non-commercial viewing during the Complimentary Period.

"Permitted Use" means both Permitted Corporate Use and Permitted Personal Sharing collectively.

"Complimentary Period" means March 1, 2026 through March 31, 2026 (inclusive).

"Term" means the Complimentary Period as defined above, unless extended by written agreement of the parties.

"Territory" means Canada.

3. Grant of Licence

3.1 Permitted Corporate Use

Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a limited, non-exclusive, non-transferable licence during the Complimentary Period to:

- (a) Stream and display the Licensed Works at internal corporate events and facilities within Canada, including International Women's Month programming;
- (b) Screen the speaking portrait films in educational programming directed at students in Grades 5–6 in connection with Licensee's *Girls Belong Here* initiative or equivalent programme;
- (c) Distribute the Licensed Works link to AstraZeneca Canada employees via internal channels (email, intranet, internal newsletters) for personal viewing and family sharing.

3.2 Permitted Personal Sharing

Licensor expressly grants AstraZeneca Canada employees the right to share the Licensed Works link with members of their personal family networks — including daughters, granddaughters, nieces, and other young female relatives — for personal, non-commercial viewing during the Complimentary Period.

This personal sharing right is granted in the spirit of the Project's educational mission and Licensor's commitment to inspiring the next generation of women in STEM.

3.3 Restrictions

Licensee and its employees shall not:

- (d) Post or publish the Licensed Works or the Licensed Works link on any publicly accessible social media platform (including but not limited to LinkedIn, Instagram, Facebook, X/Twitter, TikTok, or YouTube);
- (e) Sublicense, sell, or otherwise make the Licensed Works available to any third party beyond the personal family sharing expressly permitted in Section 3.2;
- (f) Modify, adapt, create derivative works from, or alter the Licensed Works in any way;

- (g) Remove, obscure, or alter any copyright notice, watermark, or attribution embedded in the Licensed Works;
- (h) Use the Licensed Works in any commercial advertising, marketing campaign, or revenue-generating activity;
- (i) Continue to use, display, or distribute the Licensed Works after expiry of the Complimentary Period without entering into a renewed licence agreement with Licensor.

4. Licence Fee — Complimentary Access

In recognition of International Women's Month and as a goodwill introduction to the Great Women Portrait Project, Licensor hereby grants this licence to Licensee at no charge for the duration of the Complimentary Period (March 1–March 31, 2026).

No licence fee is payable by Licensee for access to the Licensed Works during the Complimentary Period. This waiver of fee applies solely to the three (3) works identified in Schedule A and solely for the Term defined herein. Access to additional works, or continued use beyond March 31, 2026, shall require a separate written licence agreement and applicable fee.

Licensor reserves the right to present Licensee with a fee-bearing renewal or expanded licence offer prior to or upon expiry of the Complimentary Period.

5. Term and Termination

This Agreement commences on March 1, 2026 and expires on March 31, 2026, unless earlier terminated in accordance with this Section.

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision of this Agreement. Given the brevity of the Complimentary Period, termination shall be effective immediately upon notice in the event of breach.

Upon expiry or termination, Licensee shall promptly cease all distribution of the Licensed Works, notify employees that the sharing period has ended, and confirm such steps in writing to Licensor within seven (7) days.

6. Attribution and Credit

Licensee shall credit the Licensed Works in all corporate contexts in which they are displayed or screened as follows: *"From the Great Women Portrait Project — Jo Napier & Great Women Productions."*

When employees share the Licensed Works with family members, Licensor encourages but does not require formal attribution beyond what is already embedded in the films themselves.

7. Intellectual Property

All intellectual property rights in and to the Licensed Works — including copyright in the original painted portraits, speaking portrait films, scripts, and educational materials — remain exclusively vested in Licensor. This Agreement confers no ownership interest of any kind upon Licensee.

Licensee acknowledges that the speaking portrait films incorporate human creative authorship by Licensor, including original scriptwriting, artistic direction, and editorial curation. Licensee shall take no steps to challenge Licensor's ownership or register any rights in the Licensed Works.

8. Representations and Warranties

8.1 Licensor represents and warrants that:

- (j) Licensor has the full right, power, and authority to enter into this Agreement and grant the rights herein;
- (k) The Licensed Works, to Licensor's knowledge, do not infringe the intellectual property rights of any third party;
- (l) The subjects depicted in the Licensed Works are historical persons who have passed away, and Licensor has taken reasonable care with respect to image rights and estate permissions.

8.2 Licensee represents and warrants that:

- (m) Licensee has the authority to enter into this Agreement;
- (n) Licensee will take reasonable steps to communicate the sharing restrictions in Section 3.3 to employees who receive the Licensed Works link.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE LICENSED WORKS. GIVEN THAT NO FEE IS CHARGED UNDER THIS AGREEMENT, LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED ONE HUNDRED CANADIAN DOLLARS (CAD \$100).

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Nova Scotia.

11. General

This Agreement constitutes the entire agreement between the parties with respect to the Complimentary Period access described herein. No amendment shall be binding unless in writing and signed by both parties. If any provision is held to be invalid, the remaining provisions shall continue in full force and effect.

Signature Page

Agreed and accepted by the authorized representatives of the parties:

LICENSOR: Jo Napier & Great Women Productions LICENSEE: AstraZeneca Canada Inc.

Signature: _____

Signature: _____

Name: Jo Napier

Name: _____

Title: _____

Date: _____

Date: _____

Schedule A — Licensed Works

The following three (3) speaking portrait films are included in the Complimentary Period licence:

- i. **Gladys West** (mathematician; co-developer of the mathematical foundations of GPS) — approx. 60 seconds.
- ii. **Rachel Carson** (marine biologist and conservationist; author of *Silent Spring*) — approx. 60 seconds.
- iii. **Hertha Ayrton** (physicist and engineer; pioneer in electrical arc research and the first woman to address the Royal Society) — approx. 60 seconds.

Access is provided via the Great Women Portrait Project website. No download rights are granted unless expressly confirmed in writing by Licensor.

Schedule B — Licence Terms and Permitted Use

Licence Fee:	Nil (Complimentary — March 2026 only)
Term:	March 1, 2026 – March 31, 2026
Territory:	Canada

Permitted Corporate Use:

- (iv) Internal educational programming for AstraZeneca Canada employees and sponsored student groups;
- (v) Screening in connection with the *Girls Belong Here* initiative targeting students in Grades 5–6;
- (vi) Display at internal International Women's Month events during March 2026;
- (vii) Distribution of the Licensed Works link to employees via internal email, intranet, and internal newsletters.

Permitted Personal Sharing:

- (viii) AstraZeneca Canada employees may share the Licensed Works link with daughters, granddaughters, nieces, and other young female family members for personal viewing during March 2026;
- (ix) Sharing via private message, personal email, or family group chat is permitted;
- (x) Posting on publicly accessible social media platforms is not permitted.

Approved Access Method: Via Great Women Portrait Project website (jonapier.com)

Renewal: Licensor will contact Licensee prior to March 31, 2026 to discuss an extended or expanded licence for the 2026–2027 programme year.