**Agreement**

**Made and executed at Tel Aviv on the \_\_\_ day of \_\_\_\_\_\_ 2020**

Between

**Jabka Productions Ltd.**

(hereinafter: the “**Producer**”)

**of the First Part.**

And

**\_\_\_\_\_\_\_\_\_\_\_\_\_, i.d. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tel Aviv

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_; Fax: \_\_\_\_\_\_\_\_\_\_

(hereinafter: the “**Performer**”)

**of the Second Part**.

1. **Engagement of Performer**
   1. The Producer hereby calls for the services of the Performer, and the Performer hereby undertakes to provide his services to the Producer exclusively for the purposes of producing the first season of an American television drama series under the current name of "Typhoon" intended for worldwide exhibition (hereinafter: the “**Series**”).
   2. The Performer confirms that the nature of the Series and his role therein have been brought to his attention, to the extent that such are known on the date of drafting of this Agreement. The Performer confirms that he has conducted every investigation that he wished to conduct with respect to the Series, the Producer, the crew, the script, etc., and that having conducted all such investigations to his satisfaction, he is prepared and willing to play his role.
   3. The Performer's role in the Series will be to play the part of **“\_\_\_\_\_\_\_\_\_\_\_\_”**. The Performer declares that the role has been explained to him/her and he/she is prepared to perform all the actions and dialogue that may be required of such character, including the musical and/or choreographic performances that may be required of him/her. Notwithstanding the aforesaid, the Producer shall be entitled to shorten, rewrite, or cut up or cut out the role at any time, including during filming and/or editing, translate the script and dub the character using a combination of another person's voice with the Performer's image.
   4. The planned production period is from November 2019 until April 2020 (hereinafter: the “**Production Period**”). During this period, the Performer shall be required to appear for meetings, measurements/wardrobe fitting, rehearsals and shooting days. The Performer's details and all the Performer's constraints with respect to the Production Period are set out in **Appendix A** to this Agreement. Pursuant to Paragraph 4.5, it is clarified that no new changes or constraints will be accepted other than with the prior consent of the Production Company.
   5. The Series is planned to be filmed on the following dates: \_\_\_\_\_\_\_ until \_\_\_\_\_\_\_.
   6. The rehearsals for the Series are planned to take place on the following dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   7. In the event of changes in the rehearsal and/or filming calendar for the Series, the Producer shall give notice of alternative dates.
   8. The Performer is aware that the Production Period might be postponed and/or altered in whole or in part, or extended, and accordingly, the Producer shall be entitled to postpone or alter or extend the Production Period and/or the dates of rehearsals and/or filming, taking into account those dates on which the Performer declares that he is unable to be available to the production as set out in **Appendix A** to this Agreement. Should such delay or extension occur, the period as set out in paragraph 1.5 shall be extended accordingly and the Shacham Agreement shall apply
2. **The Performer's Undertakings**
   1. The Performer undertakes to perform his role skillfully and professionally and to employ his best efforts and expertise for such purpose.
   2. The Performer undertakes to learn and memorize his part, to appear on filming days or in any other place as may be prescribed, throughout the entire Production Period, on such date, at such time and in such place as may be prescribed for such, to heed the instructions of the Producer and/or any person acting on its behalf, including the director of the Series, to participate in all rehearsals, crew meetings, costume measurements, make-up preparations, sound and/or visual recordings, sound adjustments and other preparations, and at any other filming or recording that may be required. The Performer is prepared to sleep away from his home to the extent required for the purposes of the production.
   3. **Work and Production Time**: Producer will be entitled, without additional payment, to the maximum amount of work and production time including, without limitation, length of work week, number of work days and number of work hours permitted under the applicable guild agreement within which to produce each episode or series of episodes. The Performer is aware that he might be required to work during the Production Period at unusual hours, either during the day and/or at night, and for such overtime hours as may be required, including on Saturdays and festivals/holidays, and he hereby agrees to such. Without limiting the foregoing, Performer’s services hereunder shall include services in connection with the production of new and/or enhanced material related to the Series intended for exhibition in short segments (e.g., approximate run times of no more than 15minutes) (including, but not limited to, material specifically produced for intended initial exploitation via broadband, internet, any portable audio and/or video device [e.g., iPod, cellular phone, mp3 player], DVD, or any other present or future non- television distribution media – e.g., webisodes, DVD extras, etc.) (“**Enhanced Material**”). Performer’s services hereunder in connection with the production of Enhanced Material shall, during all periods other than Series production periods, be subject to Performer’s contractual professional commitments.
   4. The Performer is aware and hereby agrees that for the purpose of performance of his role in the Series, he may be required to make changes to his external appearance, including changes in hairstyle, weight, body make-up, etc., all in accordance with the Producer's requirements. The Performer undertakes, during the period following execution of this Agreement and until termination of the period of provision of the services by him, to maintain his external look (including his hair) and not to change such without the prior written consent of the Producer, except for changes required by the role, agreed upon with him in advance, which shall be effected, including the timing thereof, upon full coordination with the Producer.
   5. The Performer undertakes to act, throughout the period of provision of any services related to his participation in the Series, and including the initial broadcast period, in a professional manner in connection with Actor's services hereunder, and in no way that may be considered illegal or unethical. Without derogating from the generality of the aforesaid, the Performer undertakes not to use drugs or to make excessive use of alcohol during said period and never to come to rehearsals and/or to the set under the influence of drugs or alcohol. The Performer shall avoid any latent or patent advertising on his clothing or accessories.
   6. From the start of the Production Period until the end of supplementary filming of the Series, the Performer undertakes to maintain his weight, his external appearance and his current level of fitness and not to make any changes thereto.
   7. Performer shall at all times keep confidential, and shall not use in any manner that is detrimental to Producer’s interests, the following: any information relating to the Series (including, but not limited to, plots, stories, characters, dialogue, show budgets, salaries, development plans, marketing plans and surveys, costs and other financial information); and all other information relating to the business of Producer, distributor, licensee or exhibitor or any related or affiliated entity thereof (collectively, the “**Confidential Information**”).  Performer shall have a continuing duty, which shall survive the termination of the Agreement, to not disclose any Confidential Information to any person or entity in any manner, except as expressly authorized by Producer or required by law or to the extent Performer is legally compelled to disclose such Confidential Information by the valid order of a court of competent jurisdiction, in which event Performer shall so notify Producer as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, it being understood that Performer will cooperate in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.  Performer’s confidentiality obligations hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; micro-blogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, program, application or other form or method of communication, whether now known or hereafter devised (e.g.,   Facebook, Twitter, YouTube, etc.). Notwithstanding the foregoing, Performer agrees to notify Producer immediately upon Performer’s discovery or suspicion of any unauthorized disclosure of Confidential Information, in any form, including that which may result in the Confidential Information being released or otherwise duplicated or transferred outside the control of Performer (including without limitation, through an electronic hack). Upon Performer’s discovery of any such unauthorized disclosure of Confidential Information, Performer agrees to cooperate with Producer to regain possession of the Confidential Information and prevent its further unauthorized use and/or dissemination. For clarity, the foregoing shall not be deemed to prohibit Performer from disclosing, to the minimum extent necessary, provided that such disclosure is (1) relevant for the protection of Performer's rights and to Performer's respective attorneys, accountants, Shaham's representatives or any other representative with a reasonable need to know the disclosed information, provided that Performer shall not disclose the title or any other identifying aspects of the Series (e.g., attachments, underlying material, etc.) unless and until (1) Producer has issued an initial press release related to Performer’s services on the Series, and (2) the title and/or other applicable identifying aspects of the Series are made available to the public either with the express written consent of Producer and/or by lawful means and through no fault of Performer. Personal photography and/or video of cast, crew or the sets (and the posting (including, without limitation, the posting on any social media site) of any such photographs and/or video) is strictly prohibited without the prior written permission of Producer’s publicity department.
   8. At the Producer's request, and according to Performer's schedule the Performer shall appear at any press conference, interview on any media, entertainment program, television program, premiere, promotional filming, festival or other marketing events intended as advertising or public relations for the Series, prior to the commencement of, during the course of or after filming of the Series, in Israel and overseas, if required at the Producer's election, and provided that such shall be of reasonable quantity and in coordination with the Performer's timetables, and the Producer shall cover the costs involved in his participation, such as flights, travel, accommodation, etc.
   9. It is clarified that the Performer's compensation as set out in this Agreement, with respect to promotional activities within Israel, includes the Performer’s participation as aforesaid, however each day of filming of promotions effected on a day that is not a day of filming of the Series shall be deemed to be a day of filming and the Performer shall be entitled to additional compensation, accordingly. In the case that a Performer is asked to render services on a day that is not a day of filming of the Series, the compensation to Performer shall be the applicable minimum compensation required under the Shaham-Producer Guild Agreement.
   10. With respect to promotional activities abroad (i.e., outside of Israel), Performer shall be reasonably available for customary network publicity activities. Performer agrees to make a reasonable number of non-performing, personal appearances before non-paying audiences to promote the Series. Performer will receive round-trip transportation (if used and available), first-class accommodations (room and only) and a reasonable per diem for any out of town appearances. The Parties hereto agree that in matters concerning such "reasonable per diem" is in accordance with the Shacham Agreement.
   11. Furthermore, the Performer undertakes to provide his services to the Producer, to the extent required even prior to commencement of the Production Period, in the lead up to filming and prior to the commencement of filming, and after the Production Period, for the purpose of supplementary filming, supplementary sound and/or visual recordings, and/or sound adjustments, post synchronization, and improvements and other alterations to the Series. That is at such times and places as may be prescribed by the Producer, upon coordination with the Performer, and on identical payment conditions to those set out in this Agreement.
   12. The Performer shall return to the Producer any items of clothing/accessories provided to him by the Producer, in good and proper condition as provided, with the exception of reasonable wear and tear. The Producer shall be entitled to deduct the cost of any item not returned from the Performer's compensation.
   13. The Producer shall insure its legal liability towards the Performer under third party insurance, including bodily injury caused to the Performer during and as a result of rendering his services to the production. The Performer, for his part, undertakes to report to the Producer about any damage that may be caused to him immediately upon the discovery of such damage, and to cooperate with the Producer to the extent necessary for the purpose of issuing or activating such insurance, including making himself available for a medical examination, if required by the Producer for the purpose of issuing the insurance. Should the insurance Producer refuse to insure the Producer's liability towards the Performer, for any reason whatsoever, the Producer shall be entitled to rescind this Agreement forthwith.

* 1. The Performer undertakes to give notice to the Producer immediately of any change in his personal details.

1. **Rights** 
   1. Producer is and shall be the sole and exclusive owner, throughout the universe, in perpetuity, of the Series and all of the results and proceeds of Performer’s services hereunder (including, without limitation, the role, all ideas, gags, suggestions, themes, plots, stories, characters, characterizations, dialogue, text, designs, graphics, titles, drawings, artwork, digital works, songs, music, photography, video, film and other material, whether or not fixed or reduced to drawing or writing, at any time heretofore or hereafter created or contributed by Performer which in any way relate to the Series or to any of the material on which the Series shall be based, whether or not actually used by Producer in or in connection with the Series) (collectively the “**Results and Proceeds**”), which Results and Proceeds shall constitute a “work-made-for-hire” under U.S. copyright law and under Article 35 of the Israeli Copyright Law 2007, with Producer being considered, through the written instrument of this Agreement, the first and sole author of the copyright for all purposes.  If for any reason the Results and Proceeds are not deemed a work-for-hire for Producer, then Performer hereby assigns, grants and sets over unto Producer all of Performer’s rights of every kind and nature (whether now owned or hereafter acquired), including all rights of copyright, in and to the Series and the Results and Proceeds.  If any applicable law or agreement prohibits or restricts such assignment, Performer hereby grants Producer an irrevocable, exclusive, royalty-free license to all right, title and interest in and to the Results and Proceeds throughout the universe, in perpetuity, in any and all media, now known or hereafter devised. Producer shall have the right to use, refrain from using, change, modify, add to, subtract from and to exploit, distribute, advertise, exhibit and otherwise use in any manner any or all of the Results and Proceeds and/or the Series and/or the allied, subsidiary and ancillary rights therein (including without limitation merchandising and commercial tie-ins) in any medium, and by all technologies and processes, now known or hereafter devised and in any manner, in segments or otherwise, at Producer’s sole discretion.  Without in any way limiting the generality of the provisions of this paragraph, Producer shall have the right to (a) use and reuse any portion of the Series, including without limitation any clip(s) or soundtrack(s) of Performer’s services from the Series, in or as a trailer, commercial or non-commercial announcement or spot advertisement in any medium to advertise, promote or publicize the Series or any episode thereof or any other program or series of which any episode may be a part as well as using clips and soundtracks to promote distributor; and (b) combine the Series, or any portion thereof, with any other episode of the Series or with any other program or with any other material of any nature whatsoever and may exhibit such combinations in any medium or otherwise. Additionally, Producer shall have the right to use and grant others the right to use the Series or any portion thereof, as a part of, or otherwise in connection with, any other episode of the Series or with any other program or series and Performer expressly consents thereto and agrees, at the time of such use, to waive any payment for such use, subject to paragraph 3.3 hereunder.  Performer hereby waives the benefit of any provision of law known as “droit moral” or moral rights of authors or any similar or analogous law or decision in any country of the world.
   2. Performer undertakes not to use, in any manner, and not to permit others to use, the Series or any right embedded in the Series, including the Series’ characters, script, plot or name, unless authorized to do so, in writing, by Producer.
   3. This Agreement shall not constitute a waiver and/or derogation of any kind whatsoever from the Performer's right to receive royalties, if and as applicable and to the extent the Performer is legally entitled to such royalties via Eshcolot, the Society for the Performing Rights of Israeli Artists Ltd. (**“Eshcolot”**) for the various uses that may be made within Israel of the Performer’s performance in the production.
   4. It is clarified that the Producer is not under any obligation to make any use of the filmed or recorded material of the Performer, or of any material imprinted in any other manner, and it does not undertake that the Performer will indeed appear in the Series.
2. **“Consideration” and Credit to the Performer**
   1. In consideration for the services of the Performer, the transfer of rights and the use of the performances and Image of the Performer under section 3 above, and for the performance of all of the Performer's undertakings under this Agreement, the Producer shall pay the Performer the Consideration as set out below:
      1. The sum of NIS \_\_\_\_\_\_\_\_ in consideration for the Performer’s participation in one day of filming.
   2. All of the payments under this Agreement shall be made with the addition of VAT at law.
   3. It is hereby clarified that the **Consideration** shall be the full and final consideration in respect for the Series and that it includes an agent's fee.
   4. Provided Performer is not in breach or default of this Agreement, for each Series episode in which Performer renders and completes services hereunder and recognizably appears, the Performer's name shall be accorded credit in such location and size as is acceptable in the United States, and in the sole determination of Producer or the exhibiting network, as applicable. If two or more episodes are exhibited together as a multiple length episode, whether consecutively or intercut, Producer may, in its sole discretion, only accord Performer credit for one such multiple length episode. No casual or inadvertent failure by Producer or by a third party to comply with this provision shall be deemed a breach of this Agreement or any covenant therein. Performer’s rights in the event of a failure to accord the credit set forth herein shall be limited to arbitration for damages, and in no event shall Performer be entitled by reason of any such failure to terminate this Agreement or to enjoin or restrain the distribution, exhibition, or exploitation of the Series or any episode thereof. After Performer has notified Producer of such failure, and upon confirmation of same by Producer, Producer agrees to take reasonable steps to cure such failure on a prospective basis on all of the next succeeding positive prints and/or videotape masters, as applicable.
   5. Performer acknowledges and agrees that Performer is in first priority position to the Series during the dates provided in Paragraph 1.5. Performer represents and warrants that Performer has provided a complete and accurate list to Producer of any preexisting commitments as of the date of this Agreement. If (a) Performer receives a firm, bona fide offer of employment from a third party (“Third Party Offer”) that Performer in good faith is ready, willing, and able to accept and (b) rendering services for such third party would or could conflict with the dates provided in Paragraph 1.5, Performer shall provide Producer with written notice of the Third Party Offer including a description of the nature of the Third Party Offer and the dates on which such third party services would be rendered. Upon receipt of such notice, Producer shall have the ability to preempt the Third Party Offer and make an offer to Performer to engage Performer for such dates (“Producer’s Offer”). In the event Producer makes an offer to Performer for such dates and Performer accepts Producer’s Offer, Performer may not accept the Third Party Offer. In the event Producer and Performer do not reach an agreement, or if Producer elects not to make an offer to Performer for such dates, and Performer accepts such Third Party Offer, Producer shall have no further obligations (financial or otherwise) to Performer.
3. **Additional Seasons**
   1. If additional seasons of the Series are produced, or spin-off series, or a feature film based on the Series concept ("Additional Seasons"), the Producer shall have the option, but not the obligation to employ the services of the Performer in each such season, provided that the filming dates are coordinated with the Performer. The parties hereto agree that the compensation for such services in any Additional Season shall be no more than 5% over the prior season’s episodic or daily fee (as applicable). The Performer, for his part, shall act in good faith to coordinate such dates. The Producer shall give notice to the Performer of the production of each Additional Season, and the planned dates of filming, as soon as possible after deciding on the production thereof, and the Performer shall give notice to the Producer within 10 days of any existing undertaking that might conflict with such dates. In such a case, the Parties shall make efforts to coordinate suitable dates. All of the conditions of this Agreement shall apply to such Additional Seasons.
4. **Relationship Between the Parties**
   1. The relationship between the Parties under this Agreement shall be the relationship of customer - independent Performer. Nothing in this Agreement shall imply the existence of employer-employee relationship between Performer and Producer and/or the Series licensee and/or exhibiting network and/or any of its assignees or affiliates.
   2. The Performer declares that he reports and pays income tax and national insurance at law and he undertakes to pay the authorities any sum that he may be required to pay as a result of receipt of any compensation received under this Agreement. At the Producer's request, the Performer shall produce a certificate of such. Where no certificates are produced as requested, the Producer shall be entitled to deduct the sum of the payments required from the Performer's consideration received under this Agreement and to transfer such to the authorities.
   3. It is agreed and clarified that the sum of the Consideration to the Performer under this Agreement has been prescribed taking into account the relationship of the Parties agreed upon as above. If it is determined at any stage whatsoever that notwithstanding the agreement, the Parties are or were in an employer-employee relationship, and the Producer is required to make any payments for such, the Performer shall be required to reimburse the Producer and/or the Producer shall be entitled to offset against the Performer’s payment the equivalent of 35% of the sums paid to Performer under this Agreement for the entire period of his employment, all subject to the National Insurance Appendix as set forth below.
   4. In the event that the National Insurance Ordinance dated May 1st, 2018 applies, Producer shall make the National Insurance Payments on behalf of the Performer, pursuant to the National Insurance Appendix, between Shacham and the Producers Association, dated February 2nd, 2018.
5. **General**
   1. This Agreement, including Appendix A attached hereto, which constitutes an integral part hereof, is exhaustive of the entire agreement between the Parties with respect to the employment of the services of the Performer in the Series. Any prior agreement, and any undertakings or representations made in the negotiations between the Parties are hereby void.
   2. If the Performer is a member of Shaham Screen Performers' Union (hereinafter: **“Shacham”**), then the provisions of the Agreement signed on June 24th 2008 and the Appendix signed July 2017 between Shacham and Producer's Guild shall apply to this Agreement, to the extent that such is in force on the date of execution of this Agreement (in this Agreement: the “**Shacham Agreement**”).The provisions of the Shaham Agreement shall apply to this Agreement and the Parties herein only on those subject matters that are not addressed in this Agreement.
   3. A breach of any of the Performer's undertakings or obligations under sections 2, 3.2, 5.1 and 6.2 of this Agreement shall be deemed to be a fundamental breach of this Agreement. Should the Performer breach such an undertaking and/or any other undertaking under this Agreement, the Producer shall be entitled to any remedy available to it under the law, including immediate rescission of the Agreement and full compensation for any damage that may be caused to it as a result of the breach.
   4. Performer shall not seek or have the right to rescind the rights granted in this Agreement, or to restrain in any manner Producer and/or distributor’s ability to fully exploit such rights. The sole remedy at Performer's disposal in connection with this Agreement shall be an action in law for monetary and compensatory damages. In no event shall any of the parties hereto be liable for incidental, punitive, or exemplary damages, or lost or anticipated profits, arising out of or relating to this Agreement, to the extent permitted by law. The commencement or continuance of any action by Producer shall neither constitute an election on Producer’s part to terminate this Agreement or Performer’s engagement hereunder, nor constitute or result in the termination of Performer’s engagement hereunder unless Producer shall expressly so elect by written notice to Performer. Except as set forth herein, the parties hereto do not waive any other remedies available to them.
   5. Headings in this Agreement are intended for convenience only and not for the purpose of interpretation.
   6. Any amendment of this Agreement shall be in writing, and signed by both Parties.
   7. The Producer shall be entitled to transfer, convert or assign its rights and obligations under this Agreement, in whole or in part, to any person, provided that the Performer's rights are preserved. The Performer shall not be entitled to transfer, convert or assign his rights and/or obligations under this Agreement.
   8. The Producer may terminate this Agreement in whole or in part for any reason and at any time. Should the Producer terminate the contract as aforesaid, the Performer shall be entitled to payment as set forth in Clause 41-44 of the Appendix signed July 2017 of the Shaham Agreement. Such consideration shall be the only and final consideration and/or compensation for the termination of this Agreement and Performer shall not be entitled to any additional compensation with respect to Performer’s participation in the production or with respect to any alleged damage incurred by such termination. In the event of termination, Producer shall be entitled to replace the Performer, regardless of the phase of production. Paragraphs 2.7 (Confidentiality) and 3 (Rights) shall survive the termination of this Agreement. It is hereby clarified and agreed that Producer's right of termination pursuant to this paragraph shall not derogate from Producer's right to suspend Performer's services pursuant to Shaham Agreement.
   9. It is clarified that any postponement or change in the date of a day of filming shall not be deemed to be cancellation of the filming day or of the work order, unless the Performer is prevented from participating in the filming on the postponed or changed date due to constraints set out in **Appendix A**.
   10. The addresses of the Parties to this Agreement are as appear at the top of this Agreement. Any notice sent by one Party to the other to the aforesaid address shall be deemed to have reached its destination within three business days of being sent by registered mail.
   11. **Controlling Law**: The Agreement was fully negotiated and entered into, and shall be governed by and construed and enforced in accordance with the laws of the State of Israel.
6. **Merchandising:**
   1. Performer hereby consents to the perpetual right to use Performer’s name, voice, likeness and biography in merchandising, commercial tie-ins, and sound recordings taken from the soundtrack of the Series (e.g., soundtrack albums, ringtones, etc.).  For merchandise that includes Performer’s voice or likeness, provided that Performer is not in Default, Producer shall pay Performer five percent (5%) of one hundred percent (100%) of “Producer’s Merchandising Net Receipts” (as defined below), provided that, in lieu of the foregoing, Producer shall pay Performer two and one-half percent (2½%) of one hundred percent (100%) of Producer’s Merchandising Net Receipts if Performer’s voice and/or likeness is used in conjunction with those of other individuals on such merchandising and at least one (1) of which is entitled to a royalty; provided further that, if three (3) or more individuals (including Performer) are participating in such royalties, their percentages of Producer’s Merchandising Net Receipts shall be reduced on a pro rata basis so that Producer’s Merchandising Net Receipts to all participants receiving a royalty for a particular merchandising use shall collectively not exceed a total of twenty-five percent (25%) of one hundred percent (100%) of Producer’s Merchandising Net Receipts.
   2. As used herein, “**Producer’s Merchandising Net Receipts**” shall mean Producer’s gross revenues actually received by Producer from the sale of merchandise bearing Performer’s voice and/or likeness, after deduction therefrom of: (a) a fifty percent (50%) distribution fee; (b) costs and expenses incurred in connection with merchandising, including without limitation, any distribution, manufacturing, marketing and promotional expenses; and (c) all third party participations, residuals, re-use fees and royalties actually paid in connection with such merchandising.  Notwithstanding anything to the contrary contained herein, it is understood and agreed that the following shall not constitute merchandising for which a royalty is payable hereunder to Performer: music folios and other music publications, games (unless for sale), novelizations, souvenir books, “making of” books and other publications relating to the Series, soundtrack recordings and albums, posters furnished to exhibitors for display or promotion, artwork (e.g., posters, one sheets) (unless for sale), t-shirts (unless for sale), hats (unless for sale), sweatshirts (unless for sale) and similar items (unless for sale), jackets or packaging of any books, videocassettes, videodiscs, DVDs and other home video devices, so-called “trailers”, “behind-the-scenes” and “making of” films and featurettes, and promotional films for the Series.
7. **Representations and Warranties**
   1. Performer hereby represents and warrants that:  (1) Performer has the right to enter into the Agreement with Producer and to grant Producer all of the rights as herein set forth; (2) Performer is not a party to or subject to any agreements or obligations with any third party that would affect, restrict or otherwise interfere with Performer’s performance of Performer’s obligations hereunder or with any rights granted to Producer pursuant to the Agreement; (3) the Results and Proceeds shall not violate or infringe upon the rights of any third party including, without limitation, rights of privacy or intellectual property rights, constitute a libel or slander of any third party, or breach any obligation of confidentiality Performer may have to any third party; and (4) other than scripts or other creative materials that Producer supplies to Performer for Performer’s performance hereunder, the Results and Proceeds shall be wholly original with Performer without being taken from, or based upon, in whole or in part, any preexisting work created by any party nor based in whole or in part on any real person.
8. **Indemnification**
   1. Performer agrees to indemnify and hold harmless Producer and its parent, subsidiary and affiliated entities, successors, licensees and assigns and their respective members, officers, directors, shareholders, representatives, employees, contractors, partners, licensees, and agents, from and against any and all third-party losses, damages, actions, claims, liabilities and expenses (including legal fees and costs) arising out of, relating to, or founded upon: (a) Performer’s breach or default of any representations, warranties and/or obligations herein; and/or (b) Performer’s negligence and/or tortious or reckless acts or omissions (collectively, the **“Performer-Indemnified Claims**”).
   2. Producer agrees to indemnify and hold harmless Performer from and against any and all third-party losses, damages, actions, claims, liabilities and expenses (including legal fees and costs) arising out of, relating to, or founded upon the development, production, distribution, exhibition, and/or other exploitation of the Series; provided Producer shall have no indemnification obligations arising out of, relating to, or founded upon any Performer-Indemnified Claims as set forth above.
   3. A party seeking indemnification shall promptly notify the other party in writing of any claim or action of which it becomes aware, giving full details thereof.  Producer shall have the right, but not the obligation, to maintain control of the conduct of the defense of any claim or action for which Performer is the indemnifying party; provided that in any such claim or action, Performer may have independent counsel, at Performer’s sole cost and expense, participate on behalf of Performer.  With respect to any claims or actions for which Producer is the indemnifying party, Producer shall maintain control of the conduct of the defense thereof. The indemnified party shall, upon the indemnifying party’s request, cooperate (which shall not include the payment of any of the indemnifying party’s fees, costs or expenses) in the defense thereof, it being understood that failure to cooperate will result in denial of indemnification. Producer shall have the right to adjust or settle any claim or action as it may determine in its sole good faith discretion without affecting the foregoing indemnity.
9. **Incapacity; Default; Force Majeure**
   1. Incapacity: “**Incapacity,**” as used in the Agreement, shall be deemed to include (but shall not be limited to) any physical or mental disabilities, which, due to the unique nature of Performer’s obligations, render Performer unable to perform the essential duties of Performer’s position with or without a reasonable accommodation.  If Performer suffers an Incapacity, at its election Producer may suspend, prospectively or retroactively, Performer’s engagement during such Incapacity. Consistent with applicable law, if Producer or Performer at any time alleges that Performer is, or if Performer shall actually be, incapacitated by illness or other incapacity or by a Default of the kind described in the penultimate sentence of this subparagraph (1), and thereby prevented from performing hereunder or otherwise fully complying with Performer’s obligations hereunder, Producer (a) may require, and typically will request in the first instance, Performer to provide medical documentation from Performer’s health care provider(s) sufficient to clear Performer to work with or without a reasonable accommodation and/or to support the need for a reasonable accommodation, and (b) may, at Producer’s expense, require Performer to submit to medical examination(s) to be conducted by such health care provider(s) as may be designated by Producer. For clarification purposes only, any Incapacity hereunder may at Producer’s discretion instead be deemed an event of “Default” pursuant to subparagraph (2) below, if such Incapacity is a result of Performer’s current use of alcohol or of any drug or controlled substance. In addition, subject to applicable law, Producer shall have the right to terminate the Agreement immediately in the event of Performer’s death or an event of Incapacity or if production of an episode or the Series is canceled by reason of Performer’s death or Incapacity.
   2. Default: If Performer is in breach of any representation, warranty or obligation undertaken by Performer in the Agreement, or Performer fails, refuses or neglects fully to perform all of Performer’s obligations hereunder to the best of Performer’s ability, other than by reason of Incapacity as provided above (referred to as “**Default**”), Producer may suspend Performer’s engagement while such Default continues.  In addition, Producer may terminate the Agreement (or Performer’s services hereunder) at any time during (or as a result of) a Default. If Performer refuses or states, either personally or through Performer’s representative(s), that Performer shall refuse to comply fully with any of Performer’s obligations hereunder, such refusal or statement may be treated as an immediate Default, even though the time for performance of such obligation or obligations has not arrived.  In addition and independent of the foregoing, Producer may, at any time and for any reason, request Performer to confirm in writing Performer’s intentions and willingness to comply with Performer’s obligations hereunder, either generally or with respect to any particular matter and if, within twenty-four (24) hours after the making of any such request Performer fails to deliver such confirmation in writing, such failure may also be treated as an immediate Default on the part of Performer, with all of the results and effects more particularly set forth in this paragraph and as set forth below.
   3. Force Majeure:  If, during the time when Performer is rendering or is obligated to render services hereunder, development, pre-production, production or distribution of the Series is prevented or interrupted because of Force Majeure events, Producer may suspend and/or terminate Performer’s engagement. As used herein, “**Force Majeure**” shall mean any material interference with or suspension or postponement of production by reason of any cause or occurrence beyond the control of Producer, including labor disputes, strikes, any acts of God, war (declared or undeclared), terror, act of public enemy, riot, governmental action, regulations, decrees, or general advice to the public to shut down workplaces and/or educational institutions, casualties, accidents, illness or incapacity of the director or of a principal or continuing member of the cast or other key person in connection with any Series episode or other program produced hereunder, or similar or dissimilar causes which prevent rendition of services by Performer.  Such suspensions may occur more than once during any one event of Force Majeure.
   4. Effect of Suspension, Termination:

(a) During any period of Force Majeure, Incapacity, or Default, Producer may extend the then current Season (and thereby postpone the maturation of its option dates hereunder) and/or the then-current Option period, as applicable, for an amount of time equal to the length of the applicable event of Force Majeure, Incapacity, or Default.

(b) Any period of suspension may be extended at Producer’s election to include such period of time as may be required by Producer to make preparation for the utilization or resumption of Performer’s services.  Performer shall resume rendering services upon such date following the lifting of any suspension as Producer designates in its sole discretion. Producer may at its election lift any suspension at any time prior to the cessation of the cause therefor (including any extended time for preparation for the utilization or resumption of Performer’s services), except for any suspension caused by Performer’s Incapacity, and with respect to any suspension caused by an event of Force Majeure, Producer may at its election thereafter reinstate such suspension at any time during the continuation of such event of Force Majeure.

(c) Performer shall not be entitled to any compensation for or during any period of suspension hereunder; provided, however, Producer's payment of compensation to Performer during any period of suspension shall not be deemed a waiver by Producer of any of its rights under this Agreement, and Producer may apply such payment(s) against any compensation accruing or coming due to Performer pursuant to this Agreement. Except for the reduction in the obligation to pay Performer, as provided in the Agreement, no rights or obligations of either party hereto are thereby affected, and all other terms and provisions hereof shall remain in full force and effect, unless otherwise determined by Producer, in its sole discretion.

(d) During any period of suspension for Incapacity or Default, Performer shall not render services for any other person or entity or on Performer’s own behalf.

(e) Producer shall have the right to reduce the number of episodes of the Series for which it is required to compensate Performer hereunder (including the right to pro-rate any bonus or advance amounts payable to Performer) during such Season by one (1) for each episode the production of which is canceled, discontinued, postponed or suspended by reason of an event of Force Majeure, Incapacity, or Default.

(f) If during the term hereof and within two (2) weeks prior to any start date given to Performer hereunder, there exists an event of Force Majeure, Incapacity, or Default, then Producer may, at its election, cancel or postpone such start date.  Further, if the period of any suspension hereunder includes a start date previously designated, then Producer may, at its election, cancel or postpone such start date. Start dates shall only be effective when given in writing by a member of Producer’s Business/Legal department.

(g) If during the term hereof and within two (2) weeks prior to the date by which any option must be exercised, there exists an event of Force Majeure, Default, or Incapacity, the time within which Producer may exercise such option shall be extended until the date (the “**New Option Date**”) which is two (2) weeks following the end of such event.  Provided such option is exercised, Producer may designate the New Option Date as the commencement of the new Season by so notifying Performer at any time during such Season.

(h) The exercise by Producer of any of its rights (other than its right of termination) pursuant to this paragraph shall not disqualify Producer from exercising any or all of its remaining options respecting Performer’s services hereunder.

1. Neither the suspension nor termination of Performer’s engagement under the Agreement shall affect any right which Producer may have to recover damages from Performer or to pursue any other rights or remedies at law, in equity or otherwise; nor shall any suspension or termination of Performer’s engagement under the Agreement affect Producer’s ownership of any program(s) produced hereunder or of any rights granted to Producer hereunder, or Producer’s ownership of the results and proceeds of Performer’s services hereunder  or the right to use the foregoing in any and all media now known or hereafter devised, throughout the universe in perpetuity, nor shall it affect Producer’s right to use Performer’s likeness, name, voice or biography for advertising, exploitation and merchandising purposes, nor shall any suspension or termination of Performer’s engagement under the Agreement relieve Performer of any obligations pursuant to any representation or warranty hereunder.

(j) Neither the suspension, nor expiration, nor termination of this Agreement shall diminish, impair, modify or otherwise affect any of the provisions hereof capable of surviving such expiration or termination, including, without limitation, provisions respecting Producer's ownership of the Series and all elements thereof, the grant of rights to Producer in and to the results and proceeds of Performer's services hereunder, the parties’ representations, warranties, and indemnification obligations, Performer's waiver of injunctive relief, and construction.

1. **Morals:**

* 1. If Performer acts in a manner that is not in accordance with Performer's obligation to act in a professional manner in connection with Actor's services , and in no way that may be considered illegal or unethical, as set forth in paragraph 2.5 above, , Producer shall have the right, in addition to and without prejudice to any other remedy of Producer of any kind or nature set forth herein, delete the billing provided for in the Agreement from any exhibition or other uses of all or part of the Series, including without limitation in connection with the advertising and promotion thereof. In the event that Producer elects to terminate this Agreement pursuant to this provision, the payment of the Episodic Compensation which has accrued under the Principal Terms as of the date of termination shall constitute full payment by Producer for all services rendered and rights granted to Producer hereunder, subject to Producer’s rights hereunder in law and in equity. Producer’s rights hereunder shall be subject to the relevant provision of any applicable guild agreement for Performer’s services.

1. **Assignment and Lending**
   1. The Agreement is non-assignable by Performer. Producer may assign the Agreement, in whole or in part, or any of its rights, obligations, options, or privileges hereunder to any third party.  Producer shall have the right to lend Performer’s services hereunder to any subsidiary or affiliated entities, or any motion picture production entity, provided such production entity shall have granted to Producer the right to distribute the Series.  No such lending of Performer’s services shall relieve Producer of its obligations hereunder. In the event that Producer’s assignee, designee or successor-in-interest produces the Series in lieu of Producer, all references in the Agreement to Producer shall be deemed references to said assignee, designee or successor-in-interest.
2. **Use of Data**
   1. Performer acknowledges that for purposes connected with the Agreement, including compliance with this Agreement and Producer’s legal and regulatory obligations in the normal course of a production (for example, as part of completing customary tax, immigration and insurance documents, and other customary start paperwork) Producer will collect, use, and otherwise process certain individually identifiable information about Performer, their relatives and associates (in the event such individuals are designated as emergency contacts or beneficiaries, for example) provided by Performer, including without limitation personal data such as name, address, email address, government ID, banking and insurance information and sensitive personal data such as race or ethnic origin, health conditions (in the event Producer requires medical records or an exam in connection with the production), criminal convictions and history (in the event Producer requires a background check in accordance with its policies), and trade union information (collectively “**Personal Data**”). Performer further acknowledges that the processing of Personal Data may involve transfer or disclosure to Producer’s affiliated companies, subject to Performer's personal consent as formatted in Appendix C attached hereto, as an integral part of this Agreement, , Producer’s employees and agents, and to third parties, including without limitation, third party service providers, external advisors, government agencies, regulators and authorities, courts and other tribunals and other persons connected with Producer and/or the Series and that such transfer may be to countries that may not provide a level of protection to Personal Data equivalent to that provided by Performer’s home country, but in such instances Producer shall use reasonable endeavors to have in place adequate measures to ensure the security of the Personal Data. To ensure that the Personal Data remains as accurate as possible, Performer hereby agrees to inform Producer as soon as reasonably practicable of any changes thereto. Performer also represents and warrants that s/he is authorized to disclose Personal Data to Producer. Producer hereby informs Performer that Performer may have certain rights in respect of Personal Data (such as access, rectification and portability) and that further information about these rights and Producer's processing of personal data generally can be obtained upon request from Producer. This Paragraph 14.1 as set forth above is subject to the Israeli Privacy Protection Act 1981 and according to the Israeli Privacy Protection (data transfer to databases outside the State borders), 5767-2001.
3. **Minors on Set**
   1. Performer shall comply with all rules and regulations of Producer and shall be subject to the direction and control of Producer, including the protection and safety of minors at any and all times during production, including while on set. For the sake of clarity, Performer hereby acknowledges and agrees that he/she shall never be alone with a minor (unless Performer is the legal guardian of such minor and has express permission to have the minor on set), either cast member(s) or otherwise, at any time during the performance of Performer’s services hereunder, including without limitation to those times when the minor is on set and/or in rehearsal and/or while in wardrobe, and/or during school, etc. Performer understands and agrees that such protocols exist for Performer’s protection as well as the protection of the minor.

## **Governing Law**.

This Agreement and all matters relating to or arising out of this Agreement, including (but not limited to) this Agreements Appendixes and related documents - shall be governed and interpreted by and construed under the laws of the state of Israel, without reference to its choice of law provisions, and shall be deemed to be executed under seal in Tel-Aviv, Israel. The parties agree to submit to the exclusive jurisdiction and venue of the Tel-Aviv District in Israel.

**In witness whereof, the Parties have hereunto set their hands:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **The Producer** |  | **The Performer** |

In the case of a minor:

**Parental Consent**

We, \_\_\_\_\_\_\_\_\_\_\_\_\_, i.d. \_\_\_\_\_\_\_ (hereinafter: the “**Father**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_, i.d. \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: the “**Mother**”) are the natural and sole guardians of the minor \_\_\_\_\_\_\_\_\_\_\_\_\_\_, born on \_\_\_\_\_\_\_\_\_\_\_\_, i.d. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We hereby grant our consent to the minor's participation in the Series, in accordance with the conditions set out in this Agreement above, to which we are signatories both on behalf of the minor and on our own behalf, and the parents of the minor.

Our consent on behalf of the minor is given following our serious consideration, and following discussion thereof with the minor, and having been persuaded that the minor understands the significance of appearance in the Series, and agrees to it.

|  |  |  |
| --- | --- | --- |
| Signature of Father |  | Signature of Mother |

The minor must sign the declaration in addition to the parents (after the parents have signed) (a general explanation of the contents of the Agreement must be given to the minor prior to his or her executing the document).

I, \_\_\_\_\_\_\_\_\_\_\_\_, i.d. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby agree to be filmed for the Series in accordance with the consent given by my parent \_\_\_\_\_\_\_\_\_\_ in this form, which I have read and the contents of which I understand.

|  |  |  |
| --- | --- | --- |
| I, the undersigned, certify that the minor signed this form before me, after I explained to him the substance of this form.  \_\_\_\_\_\_\_\_\_\_, Producer |  | The Minor |

**Signature of Producer:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A**

**1. Details of Performer:**

Name of Performer: (Hebrew) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (English)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cellular Telephone: \_\_\_\_\_\_\_

**2. Representation:**

The Performer instructs the Producer to pay the Consideration under this Agreement to his agent, \_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: the “**Agency**”). Any consideration paid by the Producer to the Agency shall be deemed to have been paid directly to the Performer, and the Performer shall not have any claim and/or demand and/or suit against the Producer and/or any person acting on its behalf with respect to this.

**3. Details of Appearance:**

**4. Special Requirements:**

**5. Dates on which the Performer cannot be available for the production:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**8. Miscellaneous:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| The Producer |  | The Performer |

**NUDITY/SIMULATED SEX CONSENT RIDER**

Reference is made to that certain agreement (“**Agreement**”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Jabka Productions Ltd. (“**Company**”) and **[NTD: If applicable, insert loanout company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** f/s/o] **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(“**Player**”) in connection with the made-for-new media series currently entitled “Typhoon” (the “**Series**”).

Player agrees that Player's services will require Player to appear nude and/or perform simulated sex acts, as expressly provided herein and in all respects subject to and in accordance with the terms and conditions provided herein. Therefore, Player hereby consents to Player's appearance in the scenes set forth in Episode \_\_\_, (currently scene(s) \_\_\_, pages \_\_ [attached hereto as Exhibit “A”]) of the script (“**Nude and/or Sex Scene(s)**”) (all such footage containing nudity and/or simulated sex acts in the Nude and/or Sex Scene(s) shall be referred to herein as the “**Material**”), which page(s) or scene number(s) may change in the event of a script revision provided that any such changes may not alter the scope or extent of the nudity or simulated sex acts without Player’s prior written consent. Player acknowledges and agrees that Player shall be required to appear nude in connection with the Nude and/or Sex Scene(s) as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**NTD: Include extent of nudity:** above-the-waist frontal nudity, below-the-waist frontal nudity, rear nudity, etc.]. For the purposes of this nudity/simulated sex consent rider (“**Rider**”), nudity is defined as the display of any part of the body which would be revealed if Player were not wearing a bathing suit (Speedo and bikini, for male and female actors, respectively). During the filming of the Nude and/or Sex Scene(s), the set shall be closed, and no unnecessary cast or crew shall be present. All continuity photos relating to the Nude and/or Sex Scene(s) will be destroyed and no other still photos may be taken.

Following Player’s execution of this Rider whereby Player agrees to appear as described in the nude and/or in performing the described simulated sexual activity in the above-referenced episode of the Series, Company thereafter may make changes in the Nude and/or Sex Scene(s), as may be necessary to accommodate production exigencies or creative decisions, including without limitation adding additional nudity and/or simulated sex scene(s), and Player hereby agrees to perform therein, provided that such changes shall not require Player to appear in a greater degree of nudity as described above, or to perform simulated sexual activity that is inconsistent with or dissimilar to the simulated sexual activity described in the Nude and/or Sex Scene(s), without Player’s consent.

It is agreed that no double of Player will be used in the Nude and/or Sex Scene(s) unless Player refuses to perform in such scenes and then only in accordance with the terms hereof. Consent may not be withdrawn as to film already photographed.

Company shall own all rights to the Material including, but not limited to, the exclusive right to exhibit the Material as part of the Series and in the publicity and promotion thereof in all media now known or hereafter devised, throughout the universe, in perpetuity.

All other aspects of the Agreement shall remain in full force and effect.

**ACCEPTED BY AND AGREED TO:**

**[NTD: If Player does not have a loanout, delete signature lines for loanout]**

**LOANOUT COMPANY NAME**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Player Name**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Privacy Appendix C**

**Consent for collecting, using and transferring information**

I, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Israeli Identification No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby confirm, that the performers agency known by the name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and the production company known by the name: "JABKA" may operate, as follows:

1. Save my personal information: name + surname, identification number, contact, age.
2. Transfer the above-mentioned personal information to Netflix Israel, for the purpose of using such information to the extent necessary regarding my participation in the "Typhoon" production.

**Performer personal signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

[Script Pages]