

**Agreement as to rules of engagement between Producers and Performing Artists in
Television Productions**

Entered into and signed on the 24th of June 2008

Between:

Shaham - The Israeli Actors Guild
R.A 58-035621-0
Of 2 Pinsker St., Tel Aviv 63322

(Hereinafter in short: "**Shaham Guild**")

Party of the first part

And Between:

The Israel Film and Television Producers Association
R.A 580004133
Of 18 Hachashmal St., Tel Aviv

(Hereinafter in short: "**The Producers Association**")

Party of the second part

Whereas The parties wish to arrange between them the rules of engagement between Performing Artists members of Shaham Guild and Producers members of the Producers Association, in television productions as defined in this Agreement;

The parties have therefore warranted, provided and agreed as follows:

A. Definitions

Performing Artist shall be as defined in the Performer's and Broadcasters' Rights Law of 1984, provided that he or she had been cast and selected for an acting role by the Producer,

is a member of Shaham, and is not employed in the role of an extra or Bit.

To refute any doubt it is hereby clarified and emphasized that a “Bit” is an extra with a single line of text only, in which case the provisions of this agreement shall not apply.

Producer Any person who is a member of the Producers Association, and who produces a television production as defined in this Agreement (may also operate on behalf of a corporation) and/or on behalf of others and/or in collaboration with others.

Television Productions Any type of filmed and/or recorded television performance, participated by a Performing Artist of any type, including, without derogating from the generality of the aforesaid, any Television Production of any type; and procured local productions as defined in the Law of the Second Authority for Television and Radio – 1990; and as defined by law; and in the decisions of the Council of the Second Authority for Television and Radio as published from time to time; and as defined in the Communications Law (Bezeq and Broadcasts) – 1982; and as defined by law and in the decisions of the Cable and satellite broadcasting council as published from time to time; including, and without derogating from the generality of the aforesaid, a movie, drama, program, pilot, dubbing, talk show, game show, etc., excluding commercial advertisements.

B. Introduction

1. The introduction and definitions to this agreement shall constitute an inseparable part thereof.
2. All provisions of this general agreement pertain to the relationship between the members of Shaham Guild and the members of the Producers Association in the making of Television Productions, and shall apply to the members of both Associations in their engagements for the purpose of Television Productions.

3. The adoption of this Agreement as stipulated in section 8 below, will obligate the Producer and/or the relevant Corporation in all matters pertaining to the employment of Performing Artists members of the Shaham Guild in Television Productions, and will obligate the Performing Artist in all matters pertaining to his or her participation in Television Productions produced by members of the Producers Association.

C. Employment of Performing Artists and the Personal Contract

4. A comprehensive Personal Contract or an abridged version of a Personal Contract (Deal Demo) will be signed between the Producer and the Performing Artist. The document will be written in Hebrew, in the format of a service provision contract, no later than 24 hours prior to the actual commencement of employment of the Performing Artist by the Producer, who will be bound by this Agreement, which will obligate both the Producer and the Performing Artist for all matters and purposes (Hereinafter: "**The Personal Contract**").

The recommended wordings for a comprehensive Personal Contract or an abridged version of a Personal Contract (Deal Demo) are attached to this Agreement as Addendums B and D and constitute an inseparable part thereof. It is hereby clarified and emphasized that any change and/or addition to the comprehensive Personal Contract or abridged version of a Personal Contract (Deal Demo), as recommended and attached to this Agreement, beyond their provisions, shall not derogate from the Performing Artist's rights under this Agreement and/or by any applicable law.

5. The Personal Contract will explicitly state the minimal number of filming days which the Performing Artist is required to attend and in which he or she will participate (Hereinafter: "**minimal number of filming days**"). The Performing Artist will be available to the Production for the duration of the minimal number of filming days stipulated in the Personal Contract.

The Performing Artist is aware that in the event that he or she are required to attend additional filming days beyond the number of filming days defined as the minimal number of filming

days, he or she commits to attend them, subject to prior coordination and to his or her personal constraints.

In the event that filming days need to be split into more than one period, such as in case of a television series, for instance in the event that the Producer commits in advance in the Personal Contract to a minimal number of filming days also for the future scheduled filming periods, the Performing Artist will commit to the Producer for the minimal number of filming days which the Producer has defined for each period, subject to the constraints known in advance on the day of signing the Personal Contract (including in the event that the constraints involve a “running” theater production for which the Performing Artist does not have the schedule for future shows on the day of signing the Personal Contract, and the Producer accepts this fact as part of the Performing Artist’s constraints), and the Performing Artist will commit to avoid entering into further constraints without the Producer’s consent.

The Parties agree that the Producer will determine the minimal number of filming days which the Performing Artist is required to attend, in good faith, in moderation, and in a way that corresponds with the scope of the Performing Artist’s role in the Television Production and the number of filming days in which he or she will actually be required.

6. Subject to a written notice, 14 days in advance, the Performing Artist will be entitled not to appear to the beginning of the Television Production, in the event that the Producer has not signed a Personal Contract with the Performing Artist and provided the Artist with a signed copy of said Contract.

It is clarified that in the event that the application to the Performing Artist to participate in the Production was made less than 14 days prior to commencing filming, the Performing Artist will be entitled not to appear to the beginning of the filming of the production, in the event that the Producer has not signed a Personal Contract with the Performing Artist and provided the Artist with a signed copy of said Contract.

Absence of Employment Relations

7. The parties agree that no employer-employee relationship shall exist between the Performing Artist and the Producer, unless otherwise agreed between them in advance and in writing.
- 7.1 It is hereby clarified that in all matters and purposes pertaining to this agreement, the Performing Artist will be considered as such and will provide the Producer with an invoice/receipt for any payment received under this agreement. Further, the Performing Artist's relationship with the company shall not be an employer-employee relationship even while spending time at the Producer's offices in order to perform his or her obligations under the provisions of this Agreement, and the Performing Artist fully and expressly waves, a priori, any right of argument and/or claim in this regard.
- 7.2 In the event that for any reason an authorized body, including a judicial one, shall rule that the Performing Artist is an employee in his or her relationship with the Producer, then the Performing Artist hereby explicitly agrees that the salary that would have been due to him or her as an employee of the Producer amounts to 65% of the payment (without VAT) made to him or her, and he or she would be obligated to compensate the Company for the full excess amounts - 35% of the payment (without VAT, index linked) paid to him or her as of the commencement of this Agreement.
- 7.3 The Performing Artist hereby agrees that the Producer is entitled to offset, further to its exclusive decision and without any condition, these excess sums against any sum payable to the Performing Artist from the Producer or as decided by the authorized or judicial body as stipulated above.
8. The Personal Contract will stipulate that this Agreement signed between the Associations constitutes an inseparable part of the Personal Contract, and that in any case in which the Personal Contract shall derogate from and/or discriminate against the rights of the Performing Artist or those of the Producer under this Agreement or any applicable law, the provisions of this Agreement shall prevail.

9. It is hereby clarified and emphasized that this Agreement and all its clauses and addendums, sets the terms and minimum rates for employment of Performing Artists by the Producer in Television Productions.
10. It is hereby clarified and emphasized that nothing in this Agreement, its clauses and addendums, shall serve to derogate from the rights of the Performing Artist and the Producer to reach other agreements under the Personal Contract, provided that said agreements do not derogate from the provisions of this Agreement.
11. Both Parties hereby agree that the Performing Artist will be employed on a daily rate basis per day of filming as shall be defined in this Agreement below. Moreover, the Producer is entitled to compensate the Performing Artist based on a global (all inclusive) salary contract, provided that the fixed compensation stated in it is a sum by which the compensation for all activities included in the global (all inclusive) salary contract (filming, rehearsals, post, etc.) are no less than the minimal rates stipulated in this Agreement for each individual task (Hereinafter: **"global (all inclusive) salary contract"**).

Moreover, the Parties agree that all provisions pertaining to a global (all inclusive) salary contract may also apply to an employment contract in which the compensation to the Performing Artist is defined per filming day.

D. The Performing Artist's obligations

12. Without derogating from the Performing Artist's further obligations towards the Producer based on the Personal Contract, and provided that said further obligations do not derogate from the rights of the Performing Artist under this Agreement, the Performing Artist undertakes to:
- a. Appear at the place and time scheduled by the Producer or on his behalf.
 - b. Not to leave the film site without the approval of the Producer or anyone on his behalf.
 - c. Dedicate the best of his or her talent and ability to the production's success.
 - d. If received prior notice and details of the work program for the filming day, the Performing

Artist will arrive at the film site well prepared. Such notice to the Artist will be delivered no less than 24 hours prior to the time in which he or she is scheduled to appear for filming. The Performing Artist must memorize the text of the scene, provided that the text had been delivered to him or her at least 10 hours prior to commencement of filming.

- e. Participate in filming, post filming recordings, rehearsals, screen tests, pre filming recordings, and perform, as per the Producer's instructions or those given on his behalf, any task required of him or her in relation to the Production.
- f. Provide the Producer's with his or her address, phone numbers or any other method of contact.
- g. Refrain from consuming alcohol or drugs prior to filming and rehearsals and at the filming site and/or act in any way that may affect the filming. The use of said substances is expressly prohibited and such use shall serve as a legitimate reason for the Producer to cancel the Agreement with the Performing Artist.

The Performing Artist's previous commitments and constraints

- h. The Performing Artist commits to inform the Producer in advance and in writing, prior to signing the Personal Contract, of any other professional commitments (theater, cinema, television, etc.) and any personal commitments (Hereinafter: "**Previous commitments**"). In the event that the Producer had accepted the Performing Artist's advance notification and agreed to sign the Personal Contract with the Performing Artist despite his or her constraints, the Producer will acknowledge previous commitments of the Performing Artist as preceding those of the Performing Artist under the Personal Contract, and in such cases an addendum will be added to the Personal Contract, signed by the Producer, the Performing Artist, and the Performing Artist's Agent, detailing said previous commitments (Hereinafter: "**Previous commitments Addendum**"), in the recommended wording attached to this Agreement as Addendum C and constituting an inseparable part thereof. It is clarified that even if the Performing Artist's Agent had not signed the

Addendum, it is binding nonetheless. In any event in which the Performing Artist would request to add additional constraints to the Production after having signed the Personal Contract and the 'Previous commitments Addendum', he or she would need to obtain the Producer's prior written consent to do so. In the event that the Producer had not granted his prior written agreement to the additional constraints of the Performing Artists as aforesaid, the Performing Artist's obligations towards the Production shall have precedence over his or her additional commitments.

It is clarified and emphasized that in any case in which the Performing Artist violates the provisions of sections A to H above in Chapter D to this Agreement - "The Performing Artist's obligations", this would constitute a material breach of this Agreement.

Participation in promotions of the Production and Public Relations (PR)

- i. The Performing Artist undertakes to cooperate with the Producer in activities intended for promoting the Production and its PR, and to take part in some such activities, as requested by the Producer from time to time, pursuant to prior coordination with the Performing Artist and subject to his or her constraints. It is hereby clarified that the duty to collaborate in such activities as stated above, is an inseparable part of the Performing Artist's obligations towards the Production.
- j. It is hereby agreed that the Performing Artist hereby allows the Producer to use his or her name, photograph, professional resume, biography, and all photographed and recorded materials taken or recorded as part of the Production filming, in order to promote the Production and its PR, at the Producer's exclusive discretion and for no additional compensation, and provided that any such use is done in a respectable and suitable manner and would not serve to harm and/or derogate from and/or undermine the Performing Artist's name, privacy and reputation, nor his or her image and good public standing, both as a person and as a Performing Artist, and that such use shall not lead to any humiliation and/or degrading of the Performing Artist. It is clarified that the Producer will only be

entitled to use biographic details provided by the Performing Artist and/or his or her Agent. Details that are public knowledge, and were not provided to the Producer as aforesaid, shall be used only pursuant to the agreement of the Performing Artist.

It is clarified that the provisions of this section do not apply to publications not directly intended to promote the Production, such as advertising the character of the Performing Artist in the promotion of the sale of products and/or advertising by broadcasting and/or production services in a way that is not directly linked to the broadcasting of the Production, and so forth. In the event that the Producer requests to carry out such advertising, the Performing Artist's prior written approval is required for each individual case. In the event that said approval has been granted by the Performing Artist, the Parties will agree on the terms of the contract, including suitable compensation to be paid to the Performing Artist.

The Parties hereby stipulate and agree, that the Performing Artist would not be entitled to make any demand for compensation and/or argumentation and/or other claim against the Producer and/or other person involved in the Production, due to loss of publicity and/or unsuccessful publicity and/or lack of publicity, and the Performing Artist hereby waives any right for such claims and/or any possible claim under such grounds.

- k. It is hereby clarified and emphasized that in any case of operations pertaining to the promotion of the Production and its PR, initiated by the Producer and entailing additional hours or further days of services beyond the filming days of the Television Production in which the Performing Artist has participated, the compensation to the Performing Artist for this further work time shall be negotiated between him or her and the Producer. It is clarified that the above excludes press and radio interviews, for which the Performing Artist would not be compensated. In addition, it is clarified and emphasized that nothing in the aforesaid shall serve to derogate from the Performing Artist's right to receive compensation for his or her participation in television talk shows, subject to Shaham's agreements with Israeli television corporations.

It is hereby clarified and emphasized that in any activity pertaining to the promotion of the Production and its PR, as required by the broadcaster (for instance, content companies such as Noga Communications or Hot Vision), entailing additional hours or further days or services beyond the filming days of the Television Production in which the Performing Artist has participated, the compensation to the Performing Artist for this further work time shall be negotiated between him or her and the Broadcasting or Content Company, without any demands being made to the Producer. The Performing Artist further commits to inform the Producer regarding activities pertaining to the promotion of the Production and its PR, required by the broadcaster (for instance, content companies such as Noga Communications or Hot Vision). Moreover, in the event that the activity pertaining to the promotion of the Production and its PR is required by the broadcaster and the Performing Artist had been informed of it via the Producer, the Producer will inform the Performing Artist that the activity has been required by the broadcaster. It is clarified that the above excludes press and radio interviews, for which the Performing Artist would not be paid. In addition, it is clarified and emphasized that nothing in the aforesaid shall serve to derogate from the Performing Artist's rights to receive compensation for his or her participation in television talk shows, subject to Shaham's agreements with Israeli television corporations.

Confidentiality

1. The Performing Artist undertakes not to report to the Press or provide media interviews regarding the Television Production without the Producer's written approval to do so. The Producer alone will define what is included in the definition of "Public Relations" for the Television Production. Moreover, the Performing Artist undertakes to refrain from providing information and/or any photograph to any person, regarding the Television Production, without the Producer's written approval to do so, including information pertaining to the content of the Television Production and/or production arrangements

and/or any other information regarding anything that took place and/or was said during the Production to any person and/or party regarding the Television Production throughout the duration of his or her employment and/or thereafter. Such limitations will become null six months following the first commercial screening in Israel.

It is hereby clarified and emphasized that nothing in the aforesaid in this section prevents or limits the Performing Artist from engaging with anyone on his or her behalf, including an Agent, personal manager, attorney, representative, and the Shaham Guild, and provide them with any relevant detail pertaining to the Production and/or to the terms of his or her employment at the Production, for the purpose of protecting his or her rights.

E. The Producer's obligations

Submittal of lists of names to the guild

13. The Producer commits to submit to Shaham Guild the list of all Performing Artists cast in the Production, no later than two weeks prior to commencing filming. The list will include the names of all Performing Artists participating in the Production, their addresses, phone numbers, role, and name of the Agency representing them.

In the event that at the aforesaid time the casting process for the Television Production is still underway, the Producer will submit to Shaham Guild the list of Performing Artists cast until that time, and will complete the report to the guild within the two weeks leading to the commencement of filming, while completing the casting process.

Suitable Production Conditions at the filming site

14. At the filming site, the Producer undertakes to ensure suitable production conditions, as follows:

- a. A location that is enclosed, clean, organized, illuminated, shaded, heated or air conditioned as needed, and protected from the elements, **to be used by the Performing Artists for**

dressing and make up and which can comfortably contain all the Performing Artists required to be present at the filming site. This location will be used only for this purpose and not for any other. It will include a sufficient number of seating places, a clothes hanger and reasonable and clean storage means for the clothes and personal belongings of the Performing Artist. The location will not be accessible to strangers or will be under close and constant supervision of a representative of the Production. The location intended for makeup will be equipped with a table chairs, mirror, running water or a reasonable alternative, clean towels and make up removal materials. In extreme cases in which the Performing Artist is required to film under circumstances in which his or her body is soiled with mud, paint, make up, sea salt, etc., he or she will be provided with a hot water shower.

- b. A location that is enclosed, clean, organized, illuminated, shaded, heated or air conditioned as needed, protected from the elements, clean and suitably protected, **will be used as a resting place for all Performing Artists** required to be present at the filming site during the filming days and will include sitting and reclining facilities as needed. This resting location will be used only for this purpose and not for any other, and persons who are not Performing Artists will not be permitted to enter. It is clarified that extras will not be allowed entry into this location.
- c. Sitting places at the filming site itself will be available in sufficient numbers for all Performing Artists present at the film site.
- d. Means of protection against cold, heat, rain, wind and sand during the filming days will be available in sufficient numbers for all Performing Artists present at the film site.
- e. A clean toilet, enclosed from all sides.

Sleeping arrangements for the Performing Artist

- 15. In the event that the Producer decides to provide sleeping arrangements for the Performing Artist, it will be in a clean and organized hotel, at the Producer's expense, with no more than two Performing Artists per room. In the event that the Producer decides not to provide sleeping arrangements for the Performing Artists, he will arrange and pay for comfortable and safe

transportation from the film site to Performing Artists' homes and from their homes back to the film site.

Meals, food and drink

16. The Producer commits to providing Performing Artists, during the filming days, at least two full meals (morning and lunch), and in case of night shoots two full meals according to the filming times, provided that the Performing Artist is present at the film site during the meal.

In the event that the filming day extends beyond 10 hours, the Producer commits to provide the Performing Artist with a third meal, to be served on the 14th hour.

The Producer further commits to provide the Performing Artist during the filming at the film site, and at the Producer's expense, unlimited access to sandwiches, snacks, hot beverages (tea, coffee), clean drinking water and/or soft drinks/cold drinks.

Insurance

17. Without derogating from the Producer's obligations under this Agreement and by law, the Producer commits that prior to commencing the Production and throughout its duration, he will hold valid insurance policies to include all Performing Artists taking part in the Television Production, and covering all activities carried out by the Performing Artists taking part in the Production, as well as the way to and from the film site, as follows:

- a. Third Party liability Policy – covering his liability by law, due to bodily and/or property damages caused to any third party within a limit of liability of at least ₪ 4,000,000 per occurrence and for the entire insurance period, resulting from the Production's operations.
- b. In the event that the Television Production is filmed outside the State of Israel, the Producer commits to purchase an **extended travel insurance policy** on behalf of the Performing Artist, which will include cover for hospitalization, immediate surgery, emergency air transport, air delivery of the body to Israel in the unfortunate case of death of a Performing Artist abroad, and insurance of the property of the Performing Artist, provided that such property is needed and had been required by the Producer for the filming.

It is clarified and emphasized that in the unfortunate event of the death of a Performing Artist abroad, the body of the Performing Artist would be flown to Israel, with all transportation costs covered by the Producer.

It is further clarified that the issuance of the insurance does not exempt the Producer from his legal responsibility towards the Performing Artist.

18. Without derogating from the aforesaid in section 17 above, the Performing Artist commits to insure him or herself at the National Insurance Institute, as an independent contractor, as required by law. It is agreed and emphasized that the Performing Artist will indemnify the Producer in the event that as a result of his or her failure to arrange payments to the National Insurance Institute, the Producer would be required to make said payments on his or her behalf.
19. The Performing Artist commits to carry out any medical examination and/or to complete a health declaration and sign a waiver of medical confidentiality form, as shall be required. In the event that the Performing Artist does not meet his or her obligations under this section and/or in the event that the Performing Artist is found to be medically unfit, the Producer would be entitled to cancel the Personal Contract signed with the Performing Artist. It is clarified that the Producer will be entitled to cancel the Personal Contract signed with the Performing Artist even if it had been signed before the medical examination, unless said lack of medical competence results from the Performing Artist's participation in the Television Production for which the Personal Contract had been signed.

Costumes and props

20. The Producer will provide the Performing Artist with all costumes and props required for fulfilling his or her role during filming and the Performing Artist will do his or her best to take care of them, and when no longer in use commits to return them to the Producer.
21. In any case in which the Performing Artist has been required to provide clothes and/or props and/or any other personal property for the benefit of the Production, the Performing Artist will be paid for their use, as agreed between the parties in the Personal Contract. The Producer undertakes to fully indemnify the Performing Artist in case of any damage caused to said

property of the Performing Artist.

Use of a Stunt performer

22. In the event that following reading the script and/or a conversation with the Producer and/or during the filming itself, it becomes clear that the Performing Artist's role requires dangerous scenes (endangering the Performing Artist's body and/or health), the Performing Artist is entitled to refuse to act under unreasonable safety conditions, and the Parties will agree on the use of a Stunt performer possessing relevant abilities and skills. The matter will be agreed upon in advance and explicitly stated in the Personal Contract, and the Producer will pay the Stunt performer's fee.

Changes to the Performing Artist's physical appearance

23. The Producer will be exclusively and solely responsible for the Performing Artist's physical appearance, in coordination with the Director. In the event that a substantial change is required in the physical appearance of the Performing Artist, such as weight gain, weight loss, growing a beard, haircut, change of hair color, hair straightening or curling, or some other requirement, the Performing Artist will be informed of this fact prior to signing the Contract, and the Producer will cover any financial expense entailed in designing the physical appearance of the Performing Artist for the Television Production and its return to its original conditions. The details agreed by both parties will be entered in writing into the Personal Contract.

Prior to signing the Personal Contract, the Performing Artist is entitled to demand compensation for the required change, to be determined in the Personal Contract between the Performing Artist and the Producer, while stating the precise period and duration in which the Performing Artist is required to uphold said change.

The Producer's right to change the filmed material

24. The Producer shall be entitled to apply changes to the filmed material, to omit parts of the filmed material and/or to add parts to the Performing Artist's role, as per the Producer's complete and exclusive discretion. Moreover, the Producer will be entitled to implement any

change he sees fit in the Television Production and to act at his complete and exclusive discretion in the Television Production and in all matters related to its editing, presentation, filming, sale, content and use. The Performing Artist declares that in this regard he or she will have no claims and/or complaints and/or allegations towards the Producer and if so he or she waives them by signing the Personal Contract.

In this section, "Change" means, inter alia, the use of someone else's voice and any language and to adjust it to the role or part of the role of the Performing Artist, to use the voice of the Performing Artist for scenes in which he or she do not appear, to change the Performing Artist's voice, to add to the voice of the Performing Artist the voice and/or voices or others in speech and/or song and in any language whatsoever and/or to replace him or her completely and to place a 'double' (Stand in) in his or her place. To refute any doubt it is hereby clarified that the Producer holds the right to reduce a role, to enhance it, to rewrite it, to edit it, to cut it back partially or completely, to record, as aforesaid, another voice and to dub it in Hebrew or in any other language, unless otherwise agreed with the Performing Artist in his or her Personal Contract.

25. The Producer undertakes to refrain from using the filmed material of the Performing Artist from the Television Production in another vocal and/or audiovisual production of any type, which does not directly pertain to the original Television Production and/or to its promotion, without obtaining the Performing Artist's prior written approval to do so, unless otherwise agreed by the Producer and the Performing Artist in the Personal Contract between them, and/or between the Broadcaster and the Performing Artist (in the event that it is the broadcaster who wishes to make such use as aforesaid). To refute any doubt it is clarified that nothing in the aforesaid shall serve to derogate from the Producer's right to integrate parts of the Television Production, including the role of the Performing Artist, in the broadcasting of archived materials and/or promos.

Reimbursement of expenses to the Performing Artist

26. Any expenditure incurred by the Performing Artist further to the Producer's request and for

the benefit of the Production, which has been approved in advance and in writing by the Producer, will be reimbursed by the Producer no later than 5 days following submittal of the relevant invoices by the Performing Artist to the Producer. To refute any doubt it is clarified that the Performing Artist will not incur any expenditure and/or payment pertaining to the fulfillment of his or her obligations under this Agreement and any such expense and/or payment will be covered by the Producer.

Nudity

27. When the role requires nudity or sex, the Producer is obligated to provide the Performing Artist with full details regarding these scenes and their level of exposure, prior so signing the Personal Contract. These details will be expressly described in the Personal Contract (full nudity, static nudity, nudity in motion, etc.), and it is clarified that the Performing Artist would not be obligated to perform nudity scenes not agreed upon in advance in the Personal Contract. **Furthermore, the terms of use and publication of the nude footage will be agreed upon in the Personal Contract.**
28. In screen tests the Performing Artist will not be required to undress prior to being informed of the details of the screen test. The scene which the Performing Artist would be required to act in the screen test will be part of the script. The Performing Artist is entitled to invite a Shoham Guild representative to this type of screen test.
29. During screen tests of scenes involving nudity or sex and during the actual filming of such scenes, only staff members deemed by the Producer to be essential will be present at the filming site.
30. If during the reading of the script or in a conversation with the Director prior to signing the Personal Contract, the Performing Artist finds that he or she must appear in a nudity or sex scene, and the Performing Artist refuses to do so, the parties will agree to use a Stand-in who will agree to take part in these scenes. This will clearly appear in the Personal Contract of the Performing Artist and the Producer will pay the fee of the Stand-in. The Performing Artist will notify of such request did not provide such notice, he or she will be liable for any resulting

delays in the Production.

31. Without derogating from the aforesaid in section 27 above, it is clarified that upon signing the Personal Contract, the Parties will agree on the form of advertising the nudity and sex scenes, and whether still photographs would be taken during the filming of these scenes, and what will be done with those photographs.
32. The Producer commits to destroying all negatives of still photographs of nudity scenes not used for the Television Production. The Producer commits to destroying the material filmed during screen tests which include nudity scenes. In the event that the Performing Artist is charged by the Policy and/or any other authority for participating in nudity or sex scenes, and requires legal defense, the Producer will provide such defense and pay for it.
33. The Producer commits not to use nudity and sex scenes for any purpose except for the final editing of the Television Production. **The Producer undertakes to inform the Performing Artist in advance of the day and place of destruction of said negatives, and the Performing Artist would be entitled to be present during said destruction.**

Terms and payment for filming outside Israel

34. To refute any doubt it is clarified that this Agreement, all its parts and addendums, shall also apply to filming for Television Productions taking place outside Israel, excluding the duration of the flight, waiting days abroad, per diem expenses and additional matters pertaining to the time spent abroad as shall be agreed upon separately in the Personal Contract between the Performing Artist and the Producer, including in the matter of compensation for such clauses. To refute any doubt it is clarified that in any case of filming for a Television Production taking place outside Israel, all flight expenses, transportation, accommodation and catering (at least 3 meals per day) will be covered by the Producer alone.

Issuance of texts to the Performing Artist

35. The Producer will provide the Performing Artist with the text to be memorized, within a reasonable time prior to commencing filming, but no less than 10 hours prior to the filming, in order to allow the Performing Artist to properly memorize his or her lines,.

F. Defining the duration of the filming day and the Performing Artist's hours of service during the filming day

Duration of the filming week and day

36. A filming week includes 6 days, Sundays to Fridays.
37. The filming day on Sundays to Thursdays will include up to 10 hours, including a half hour morning break and a one hour lunch break. On Fridays the filming day will be up to 8 hours including a half hour morning break and a one hour lunch break. In the event that the filming day does not take place during the day, its duration will be as aforesaid and in any case will include two breaks, the first a half hour break and the second a one hour break.

Calculation of the Performing Artist's hours of service during the filming day

38. When the filming day takes place in Tel Aviv and/or within a radius of up to 20 km of Tel Aviv, the Performing Artist's number of hours of service provision will be calculated as of the time of the Performing Artist's arrival at the filming site, until his or her leaving the filming site having completed his or her services.
39. When the filming day takes place in a location over 20 km away from Tel Aviv, the duration of the Performing Artist's services will be calculated as of the time of leaving his or her house until arrival back home, having completed his or her services for the day. In such case, in the event that the Performing Artist lives within up to 20 km from the filming site, the duration of the services will be calculated as of his or her arrival at the filming site until leaving the filming site, having completed his or her services for the day.

Calculation of the duration of a filming day when sleeping in a hotel

40. It is clarified that when sleeping in a hotel on the night prior to the filming day, the Performing Artist's filming day calculation begins when leaving the hotel after breakfast, and not when beginning breakfast at the hotel. If the makeup and/or dressing take place at the hotel, then the Performing Artist's filming day commences on the moment of his or her reporting to makeup and/or dressing at the hotel.

G. The payment to the Performing Artist

List of minimum prices

41. The list of minimum prices for employing Performing Artists in Television Productions produced by the Producer is enclosed as an addendum to this Agreement and constitutes an inseparable part thereof (Hereinafter: "**the Price List**").

The list of minimum prices for employing Performing Artists attached to this Agreement shall be updated once a year, on the 16th of January, based on changes to the Consumer Price Index during the 12 months that preceded the update. In addition, and without derogating from the aforesaid, on the 16th of January, in addition to be consumer price index update, an additional 2% will be added to the price list rates, with the baseline being the salary after the index update.

It is clarified and emphasized that the 2% additional update on 16 January 2010 beyond the index update will not be made until the Parties have discussed and agreed on the matter in advance.

42. The Producer will pay the Performing Artist for provision of services, a fee as stipulated in the Personal Contract and subject to this Agreement, but no less than the minimum prices stated in the price list constituting an inseparable part of this Agreement.

43. The Producer undertakes to pay the fee directly to the Performing Artist unless expressly instructed in writing by the Performing Artist to do otherwise.

44. The Producer will pay the Performing Artist, in return for his or her services to the Hebrew language Production, a fee amounting to at least the minimum prices stated in the price list

constituting an inseparable part of this Agreement.

45. To refute any doubt, the Parties agree that the minimum prices for employment of Performing Artists will also apply to other Television Productions, such as foreign language productions, commercials, promo videos, production of corporate videos, documentaries, and explainer videos.

The Parties agree that for Promo videos filmed during film days to which the Performing Artist was invited in any case as part of his or her role in the Production, the Performing Artist would not be entitled for additional payment.

46. In the event that the Television Production is filmed in two languages simultaneously, the Performing Artist will be paid for provision of his or her services as if participated in the foreign language production, subject to the provisions of the Chapter on Payment to the Performing Artist in this Agreement.

47. For a dubbing session lasting up to three hours in animated films the Producer will pay the Performing Artist for provision of his or her services, a fee as stipulated in the Personal Contract and subject to this Agreement, and in any event no less than the minimum prices stipulated in the price list constituting an inseparable part of this Agreement.

For a dubbing and/or narration session lasting up to three hours for Television Productions and narrative and documentary films for Television, the Producer will pay the Performing Artist for provision of his or her services, a fee as stipulated in the Personal Contract and subject to this Agreement, and in any event no less than the minimum prices stated in the price list constituting an inseparable part of this Agreement.

Payment Terms

48. The minimum prices stated in the List of minimum prices attached to this Agreement do not include VAT. Actual payment will be made no later than current+30 days following submittal of the invoice by the Performing Artist and/or the tax coordination form in case of a Performing Artist who does not provide an invoice. Any further delay in payment will result in payment

of interest in arrears to the Performing Artist, to be calculated based on the Accountant General's interest rate.

Payment for overtime

49. Payment for overtime for work performed Sundays to Thursdays will be paid to the Performing Artist as of the 11th hour of provision of his or her services on the filming day. Payment for overtime for work performed on Fridays will be paid to the Performing Artist as of the 9th hour of provision of his or her services on the filming day. For each of the 11th and 12th overtime hours or part of them from Sunday to Thursday, and for each of the 9th and 10th overtime hours or part of them on Friday, the Performing Artist will be paid a fee amounting to 125% of the value of a regular hour of service provision. On Sundays to Thursdays, the value of a regular hour of service provision will be calculated based on the daily payment to the Performing Artist for a filming day as defined in his Personal Contract, divided by 10 work hours. On Friday, the value of a regular hour of service provision will be calculated based on the daily payment to the Performing Artist for a filming day as defined in his Personal Contract, divided by 8 work hours. For each overtime hour as of the 13th hour onwards or part of them from Sunday to Thursday, and for each overtime hour as of the 11th hour onwards or part of them on Friday, the Performing Artist will be paid a fee amounting to 150% of the value of a regular hour of service provision. On Sundays to Thursdays, the value of a regular hour of service provision will be calculated based on the daily payment to the Performing Artist for a filming day as defined in his Personal Contract, divided by 10 work hours. On Friday, the value of a regular hour of service provision will be calculated based on the daily payment to the Performing Artist for a filming day as defined in his Personal Contract, divided by 8 work hours. To refute any doubt it is hereby clarified that the aforesaid in this paragraph will apply to overtime on weekdays, holiday eves and Friday evenings, as well as on Saturdays. It is hereby clarified that the holidays observed by the Performing Artist's religion will be respected as official holidays.

Payment for employment of the Performing Artist on Saturdays and Holidays

50. Further to the provisions of section 49 above (payment for overtime), and despite the aforesaid, for every hour or part of it, in which the Performing Artist would be required by the Producer to provide services on Friday evenings or on Holiday eves after 16:00 during the winter, and beyond an hour and a half before commencement of the Sabbath and/or the holiday in summer, and for every hour or part of it in which the Performing Artist would be required to provide services on Saturdays or holidays (Hereinafter: "**Saturday and Holiday hour**"), the Producer will pay an additional 100% (double), the value of a regular hour of service provision calculated based on the daily payment to the Performing Artist for a filming day as defined in the Personal Contract. To refute any doubt, it is clarified that the value of an hour on Saturday and Holidays will be calculated based on the daily payment to the Performing Artist for a filming day as defined in the Personal Contract, divided by 8 times 2.

It is hereby clarified that the holidays observed by the Performing Artist's religion will be respected as official holidays. As to the day of rest during Productions filmed outside Israel, it will occur on the weekly day off customary in the country in which the Television Production is being filmed, as well as on the official holidays of that country. It is clarified and emphasized that the provision of services on Friday and Holiday eves, and on Saturdays and Holidays, is stipulated on it not being contradictory to the Performing Artist's religious belief.

Payment for travel

51. The Parties agree that payment for an hour of travel will always be calculated as a regular service provision hour, meaning the Performing Artist's daily payment for a filming day as stipulated in the Personal Contract, divided by 10 (or 8 on a Friday), and in any event such hour would not be included in the calculation of overtime.

Payment for rehearsals

52. The total accumulated rehearsal hours to which the Performing Artist will be invited during the Production (not including rehearsals taking place during filming days to which the Performing Artist is invited and which will not be paid for separately), will be divided into 4-hour units to be considered a single rehearsal each. In the event that after the division one unit remains with

less than 4 hours, it too will be considered an entire rehearsal unit. For every rehearsal not taking place during the filming day, and lasting no more than 4 hours, the Performing Artist will be paid 30% of the daily payment to the Performing Artist for a filming day as defined in the Personal Contract, but in any event no less than 30% of the minimum rate for a single filming day.

It is hereby clarified that a rehearsal is any task required of the Performing Artist by the Producer and/or the Director and/or by anyone on their behalf, in which the Performing Artist is required to invest his or her time, talent and energy in favor of the role, including, without derogating from the generality of the aforesaid, meetings with the Director and/or anyone on his behalf, reading texts, trying on costumes, makeup tests, screen tests to select a partner, shopping and/or trying on clothes and costumes with a stylist, location tour, debriefing and any further special training.

It is hereby clarified that in the event that the Performing Artist resides at a distance of more than 20 km from the rehearsal venue, the Producer will provide transportation services for the Performing Artist, or reimbursement for travel expenses, or accommodation near the rehearsal venue.

Payment for post-sync

53. For the purpose of recording post-sync or play-back or any other studio recording lasting up to 4 hours, the Performing Artist will be paid 50% of the daily payment to the Performing Artist for a filming day as defined in the Personal Contract. It is hereby clarified that if the Performing Artist resides at a distance of more than 20 km from the recording venue, the Producer will be required to provide transportation services, or reimbursement for travel expenses.

Payment for arrival the previous night

54. If the Performing Artist is brought to the filming site the previous night before the filming day itself, the Performing Artist will be paid 50% of his or her daily payment for a filming day as

defined in the Personal Contract. In addition, the Producer will pay for the Performing Artist's room and board.

Payment for Stand-by

55. In the event that the Performing Artist has been placed by the Producer on Stand-by as of a certain hour, and the Producer has informed the Performing Artist of his or her release from Stand-by within at least 4 hours prior to that specific hour, the Producer will pay the Performing Artist 50% of the daily payment to the Performing Artist for a filming day as defined in the Personal Contract. Had the Producer informed the Performing Artist of his or her release from Stand-by within less than 4 hours prior to that specific hour, the Producer will pay the Performing Artist his or her full daily payment for a filming day as defined in the Personal Contract, as if actual services had been provided.

It is hereby clarified that in the event that on the day in which the Performing Artist was placed in Stand-by, the Performing Artist was called by the Producer to take part in a filming day, the Performing Artist would be paid for one filming day and would not be entitled to further payment due to having been on Stand-by.

The Parties agree that the Producer commits to act in good faith and implement discretion in scheduling Stand-by film days Performing Artists.

Payment for screen test

56. The Parties agree that as of the third screen test to which the Performing Artist is invited by the Producer, the Performing Artist is entitled to demand payment for each screen test to which he or she is summoned, at a rate of 30% of the minimum rate for a film day. The above shall apply in case the Performing Artist did not get the role. The Parties agree that in the event that the Producer of the Television Production asks the Performing Artist to perform one further screen test without payment, and the Performing Artist agrees, the further screen test would be performed without payment.

The Parties agree that the Producer will not be obligated to pay the Performing Artist as

aforesaid for participating in screen tests in the event that the Performing Artist has been selected for the role, provided that the Producer would act in good faith and implement discretion in the number of times in which the Performing Artist is summoned to screen tests prior and following his or her being selected for the role.

The Performing Artist will receive the text for the screen test at least 24 hours prior to the scheduled time for the test.

Compensation for cancelation of filming days

57. Compensation to the Performing Artist due to cancellation of filming days by the Producer - in any event in which a Performing Artist has been invited to a filming day and a Personal Contract had been signed with him or her, and the invitation was cancelled by the Producer, for various reasons excluding force majeure that directly impacted the Producer's ability to meet his obligations towards the Performing Artist as per the Personal Contract, the Performing Artist will be compensated by the Producer for 50% of the payment he or she was scheduled to receive for every filming day that had been canceled and which should have taken place had the Production been carried out with his or her participation. In the event that the invitation was cancelled by the Producer less than a week prior to the date scheduled with the Performing Artist in the Personal Contract as the date for commencing filming, the Performing Artist will be compensated by the Producer for a sum equaling the full payment he or she had been scheduled to receive for each day of filming that was cancelled and which should have taken place had the Production been carried out with his or her participation.

In the event that the Performing Artist is employed in a Television or Film Production in another role, on the dates and times in which he or she was invited to film said Production, the payment received by the Performing Artist for the other role will be deducted from the compensation defined in this section above.

Compensation to the Producer due to cancellation of filming days by the Performing Artist - in any event in which a Performing Artist has been invited to a filming day and a Personal Contract had been signed with him or her, and the invitation was cancelled by the

Performing Artist, for various reasons excluding force majeure that directly impacted the Performing Artist's ability to meet his or her obligations towards the Producer as per the Personal Contract, the Producer is entitled to demand of the Performing Artist compensation for 50% of the payment which the Performing Artist was scheduled to receive for every filming day that had been canceled by him or her. In the event that the invitation was cancelled by the Performing Artist less than a week prior to the date scheduled with the Producer in the Personal Contract as the date for commencing filming, the Producer is entitled to demand compensation from the Performing Artist, for a sum equaling the full payment which the Performing Artist had been scheduled to receive for each day of filming that had been canceled by him or her.

In the event that the Producer is able to find a replacement for the Performing Artist who had cancelled his or her participation as aforesaid, on the same dates and times in which the Performing Artist had been invited to film, the payment received by the Producer to the replacement will be deducted from the compensation defined in this section above.

In the event in which a Performing Artist has been invited to a filming day and a Personal Contract had been signed with him or her, and the invitation was cancelled by the Performing Artist, for various reasons excluding force majeure that directly impacted the Performing Artist's ability to meet his or her obligations towards the Producer as per the Personal Contract, and in the event that the Producer alleges that he was harmed as a result of the Performing Artist's not reporting to the filming day, the Producer would be eligible for compensation and/or indemnification for his damages.

58. It is clarified that as to the provisions of section 57 above, postponement of the filming day by the Producer would not be considered a cancellation, unless said postponement causes the Performing Artist not to be able to take part in the filming on the later date due to other constraints, to be proven in writing.
59. The Producer agrees that in any Production produced on behalf and/or in collaboration with others, he will include in the Production Agreement to be signed between him and the body for which and/or with whom he is producing the Production, a clause in which said body agrees to meet the Producer's obligations towards the Performing Artists as stipulated in section 57

above, as stated in the Agreement between Shaham Guild and the body with whom the Producer signed the Production Agreement.

Sick leave

60. The Parties agree that the Performing Artist will not be absent from work, except when approved by the Producer in advance and in writing, or do to force majeure which is outside the Performing Artist's control, or in case of the Performing Artist's sickness, in which case he or she will inform the Producer of the situation as soon as possible, enclosing relevant medical documentation.

The Producer will be entitled to send a physician on his behalf, and at his own expense, to examine the Performing Artist's medical condition and ability to attend filming. Only the diagnosis of a physician on behalf of the Producer that the Performing Artist is unable to report to filming, shall constitute as a binding confirmation that the Performing Artist is unable to perform his or her job due to illness. In the event that the Producer has chosen not to send a physician on his behalf as stipulated above, the Performing Artist's notice of his or her absence due to illness, as well as any relevant medical documentation, shall serve as confirmation for absence from filming.

To refute any doubt, it is hereby agreed that any treatment and/or medical service to the Performing Artist which does not directly result from his or her participation in the Production, will be paid for by the Performing Artist.

Performers' rights and rights over the finished creation

61. Ownership of rights

The Parties agree that excluding the performers' rights of the Performing Artist as defined in the Performers' and Broadcasters' Rights Law of 1984, which will remain in the hands of the Performing Artist, the Producer would be the sole owner of the full intellectual property rights in the program, its concept, format (including any change and/or development made

to them in any media and for any product or use thereof), in the program's pilot, if produced, in the program's name and logo, and in its characters.

62. Granting the right of fixation and granting of a license for use of the rights

Subject to fulfilling the Producer's obligations under the Personal Contract between him and the Performing Artist, the Performing Artist will grant the Producer, under the Personal Contract to be signed between them:

- a. The right to fixate the Performing Artist's performance in the Television Production.
- b. An exclusive license to use the Performing Artist's performance in the Television Production, which shall be transferable, unlimited in time and place, non-cancellable, and enabling the granting of sub-licenses for the purpose of any use including broadcasting, distribution, use of any technology or platform or type of communication known today or which will be known in future, video cassettes and/or DVD and/or any other home viewing device.

It is hereby clarified and agreed that all provisions of this Agreement as to the right to use the fixation, shall remain in force as long as serving the same purpose for which the Performing Artist had granted his or her consent for the fixation of his or her performance in the Television Program.

It is further clarified and agreed that the Performing Artist will declare in the Personal Contract between him or her and the Producer, that his or her performance rights have been transferred, by way of a transfer of rights letter, to 'Eshkolot' - the Society for the Performing Rights of Israeli Artists Ltd. (Hereinafter: '**Eshkolot**'), and that said transfer of rights does not derogate from his or her ability to grant a license for use as aforesaid in this section, and provided that the license would not

undermine the right of the Performing Artist to receive royalties as stipulated in section 63 below.

63. Payment to the Performing Artist for use of his or her rights

In addition to the payment made by the Producer to the Performing Artist for his or her participation and services granted in filming and recording the Television Production, and against the right to fixate and the license for using the performance rights granted by the Performing Artist to the Producer as aforesaid, the Performing Artist has the following rights:

- a. The right of the Performing Artist to obtain, via 'Eshkolot', the full royalties due to him or her for the various uses to be made with his or her performance in the production and which are protected under the Performers' and Broadcasters' Rights Law of 1984 and/or the amendment to the Performers' and Broadcasters' Rights Law (recordings) legislation revisions - of 1996 and/or any other applicable law, and by the right of 'Eshkolot' to collect such royalties.
- b. The right of the Performing Artist to conduct individual negotiations in good faith in relation to his or her Personal Contract, regarding the specific payment to be made to the Performing Artist for his or her obligations and agreement with the Producer as per the Personal Contract and this Agreement, including as pertaining to his or her obligations and agreements stipulated in section 62 above.
- c. To refute any doubt it is hereby clarified that the license for use of the performers' rights granted by the Performing Artist to the Producer does not include consent for production, distribution and commercialization of by-products based on the performance, or the consent to produce advertisements based on the performance. Nothing in this sub-section shall serve to derogate from the right of the Performing Artist and the user to reach separate agreements as to the uses mentioned therein, including as to the payment to be made for them.

Payment to the Performing Artist for Pilot productions

64. Both Parties agree that the terms and minimum rates for employment of Performing Artists in the production of a Pilot shall be identical to those of a Production that is not a Pilot, and in any event will be no less than the rates defined in the price list attached to this Agreement.

H. Miscellaneous

65. The Parties agree that the Agreement nullifies any previous consent and/or agreement between them, whether in writing and/or verbally, as to the employment of Performing Artists in Television Productions.

66. The Parties undertake to provide each other upon demand the updated lists of members of the Association, as approved by the Association's legal adviser.

67. Any disagreement between the Parties to the Agreement will be presented for the ruling of a joint committee comprised of a representative or Shaham Guild on the first part and a representative of the Producers Association on the second part. In the event that the joint committee is unable to reach a ruling within 60 days, the discussion would be forwarded to an agreed arbitration process, the ruling of which would obligate both Parties to this Agreement. In case of disagreement as to the identity of the arbitrator and/or disputes pertaining to this Agreement, not resolved by the Parties' representatives, the authorized court in Tel Aviv shall have sole jurisdiction to rule on the matter.

68. In any case in which the Producer alleges damages caused to him due to violation of the Performing Artist's professional obligations towards the Producer in breach of the provisions of this Agreement and of the Personal Contract signed between them, the Producer is entitled to immediately issue an official complaint to Shaham Guild against the Performing Artist, copying the Producers' Association, detailing his allegations and claims against the Performing Artist, and including relevant references and/or evidence.

Upon receipt of such complaint as aforesaid, both Parties to this Agreement commit to holding an arbitration hearing no later than 14 days following receipt of the Producer's complaint, participated by the Chairperson of Shaham Guild, the Chairperson of the Producers'

Association, and the Performing Artist, during which the Producer and the Performing Artist would have the opportunity to voice their argumentations.

No later than 3 days following the arbitration hearing, the Chairs of the Associations, who are agreed arbitrators in disputes between the Parties, will present their decision which would obligate both the Producer and the Performing Artist for all matters and purposes.

69. This Agreement will remain in force through 31 December 2010. As of 1 January 2011 this Agreement will be automatically renewed on the 1st of January of every year, for a further year, unless one of the Parties had informed the other in writing, no later than 60 days prior to the date of expiration of the Agreement, of its intention not to renew the Agreement for a further year.

In the event that one of the Parties has informed the other of its intent to revise the terms of the Agreement, this Agreement will remain in force until the day of signing the new Agreement between the Parties, or until the day of expiration of this Agreement as stipulated in this section above - the earlier of the two.

In witness thereof, the Parties have hereto signed this agreement:

Shaham - The Israeli Actors Guild

R.A 58-035621-0

The Israel Film and Television Producers
Association

R.A 580004133

Addendum to the Agreement as to rules of engagement between Producers and Performing Artists in Television Productions

Entered into and signed on the 10h of July 2017

Between:

Shaham - The Israeli Actors Guild
R.A 58-035621-0

(Hereinafter in short: "**Shaham Guild**")

Party of the first part

And Between:

The Israel Film and Television Producers Association
R.A 580004133

(Hereinafter in short: "**The Producers Association**")

Party of the second part

Whereas an Agreement was signed between the Parties on the 24th of June, 2008 regulating the rules of engagement between the Performing Artists members of the Shaham Guild and the Producers members of the Producers' Association, in Television Productions as defined in the Agreement (Hereinafter: "**The Agreement**")

And whereas the Parties have negotiated as to additions and changes to the Agreement, and wish to put into writing the agreements which they have reached as an addendum to the Agreement (Hereinafter: "**The Addendum**").

The Parties have accordingly warranted, provided and agreed as follows:

General

1. This addendum is an addition to the Agreement, regulating terms of engagement between Performing Artists members of the Shaham Guild and Producers members of the Producers' Association, in Television Productions as defined in the Agreement, on the matters stipulated in the Addendum. On all matters covered under this Addendum the Parties shall not act differently than

stated herein, and in any case of contradiction between the provisions of the Addendum and the Agreement, the provisions of this Addendum shall have prevail.

2. Nothing stated or not stated in this Addendum shall serve to change and/or derogate from any right granted to the Performing Artists or Producers under the Agreement, unless explicitly stated in this Agreement.
3. In this addendum, the Performing Artist will be referred to as 'Actor', and wherever the terms 'Actor' or 'Actors' appear in this addendum, it shall be construed as identical to the term 'Performing Artist' in the Agreement.

Prior obligations and constraints

4. The Actor commits to inform the Producer in advance and in writing, prior to signing the Personal Contract, of his or her other professional commitments (theater, cinema, television, etc.) (Hereinafter: "**Prior obligations**") and of specific dates, professional and/or personal, on which he or she will not be available to the Production (Hereinafter: "**Constraints**").
5. In the event that the Producer has accepted the Actor's advance notification and still agreed to sign the Personal Contract, the Producer will respect the Actor's prior obligations and constraints as having precedence over the Actor's obligations as per the Personal Contract, and in such cases an addendum will be added to the Personal Contract, signed by the Producer, the Actor and the Actor's Agent, detailing the Actor's prior obligations and constraints.
6. After signing the Personal Contract, the Actor will submit, no later than the 9th of the month prior to the first month of filming and once a month during filming, all constraints resulting from prior obligations agreed upon prior to signing the Personal Contract, and/or other constraints. When compiling the filming schedule, the Producer will consider the Actor's constraints, to the extent possible, but will be obligated to consider only those constraints that result from prior commitments agreed upon prior to signing the Personal Contract, and from those resulting from the Actor's role in a repertory theatre.
7. The Producer will provide the Actor, within 6 work days, as of the 9th of the month, the filming schedule involving the Actor for the following month, provided that all constraints of Actors taking part in the production, who are members of Shaham, have been handed to him no later than the 9th of the month.

In the event that not all constraints have been submitted to the Producer by all the Actors who are members of Shaham as aforesaid by the 9th of the month, the filming schedule to Actors members of Shaham who did not submit their constraints on time, will be delivered within 6 work days following submittal of same, provided that the Producer has informed Shaham by the 10th of the month of the delay in the Actor's submittal. In the event that the producer did not inform Shaham as aforesaid, the filming schedule will be submitted on the original date.

During the period of compiling the filming schedule prior to its submittal to the Actor, the Actor will be entitled to request that the Producer add a constraint, but the Producer is entitled not to accept said constraint, and will provide his answer to the Actor within 48 hours following the Actor's request. In the event that the Producer did not provide any answer to the Actor within 48 hours, the constraint would be considered approved.

8. After submittal of the filming schedule to the Actor, the Actor would be entitled to schedule professional activities on all available days on which filming days requiring his or her participation have not been scheduled, provided that he or she has notified the Producer in advance and in writing. The Actor will be entitled to schedule non-professional activities on all available days on which filming days requiring his or her participation have not been scheduled, provided that he or she has notified the Producer in advance and in writing and the Producer has not expressed his objection, which would need to be justified and relevant to the needs of the Production, within 24 hours. It is agreed that the Actor's notifications to the Producer regarding professional and non-professional activities on free days will be carried out in good faith and fairness.

The Producer would be entitled to add filming days or to reschedule filming days to available dates on which filming days had not been previously scheduled with the Actor's participation, provided that he had informed the Actor of the situation in writing, and the Actor had not presented a constraint that was accepted until that time.

9. The aforesaid in this section shall replace the provisions of section 12h to the Agreement.

A filming day that was cut short due to an Actor's constraints

10. An Actor who wishes to add a professional constraint on a scheduled filming day, after having received the filming schedule, will request the Producer's consent to do so. In the event that the Producer has agreed, the following arrangement will apply:

- 10.1. In the event that the filming day participated by the Actor was undermined due to the constraint, meaning that specific scenes planned in advance with the Actor's participation would not be filmed as a result of the Actor's constraints (Hereinafter: **"The missing scenes"**), the Producer would be entitled to pay the Actor 50% of that filming day, and to add another filming day to the Actor's schedule, beyond the filming days originally scheduled, in order to shoot those scenes.

- 10.2. In the event that the Producer has chosen not to add an extra filming day to the Actor's schedule, the Producer will pay the Actor his full fee for the filming day, and would be entitled to film the missing scenes on another filming day in the Actor's schedule. In the event that the filming of the missing scenes would require overtime in that filming day, and on the original filming day the Actor did not complete 10 work hours (including travel in case travel time is calculated as part of the work hours), the Actor will not be paid for the overtime, up to the number of hours missed due to the professional constraint on said

filming day, but no more than three hours of overtime on every filming day. Any overtime hour not used for filming the missing scenes will be calculated based on the regular calculation of the overtime.

For example: In case of a television production filming day that due to a professional constraint was cut short by 3 hours (meaning that the Actor was available for 7 hours instead of 10 hours), which resulted in 2 scenes participated by the Actor that were not filmed, the Producer would be entitled to shoot the 2 scenes on another filming day scheduled with the Actor, and if this would result in the filming day having to be extended to overtime, the Producer would be entitled not to pay the Actor at all for up to 3 overtime hours.

Joint Committee

11. The Parties will establish a Joint Committee whose role would expressly be to arbitrate and rule in case of complaints issued by an Actor against a Producer or by a Producer against an Actor, involving alleged violations of sections of the addendum for which compensation or fine have been explicitly stipulated, as set forth in this section.
12. Having ruled that one side is justified in its complaint, the committee shall be authorized to fine the other party for a sum not to exceed ₪2,000.
13. The Committee will be composed of a representative of the Producers Association and a representatives of Shaham Guild.
14. In any case in which according to the Addendum the Producer or the Actor are fined for violation of one of its sections, for which a financial fine had been expressly stipulated, the damaged party is entitled to apply to the other party in demand of said compensation for said violation. In the event that the other party refuses to pay the compensation, the Actor is entitled to apply to his association and to demand that a Joint Committee be formed to rule on the matter.
15. It is hereby clarified and emphasized that the damaged party, and it alone, is entitled to refrain from applying to the Joint Committee and instead to impose legal proceedings against the other party, as applicable. However, in the event that the damaged party decided to request to convene the Joint Committee, its right to initiate other legal proceedings against the other party would thereby be revoked.
16. In the event that the damaged party requested to convene the Joint Committee, the committee will convene within 14 days following receipt of said request. A delay in the day of the committee's convening would be possible only in exceptional and special cases.
17. In the event that a day and time had been scheduled to discuss the complaint, and one of the Parties failed to attend the meeting, despite being notified, or that one of the Parties refuses to collaborate

with the committee, the committee is entitled to discuss the complaint in the party's absence, or to postpone the meeting to a later date.

18. During the discussion on the complaint, the committee will hear the parties' positions, without bias, and will allow each party to voice all of its arguments regarding the complaint.
19. After having heard the arguments of each party, and following a short consultation in the parties' absence, the committee will issue its decision in writing, explaining its reasoning and the fact that the decision obligates both parties. In the event that the representatives of the two associations are unable to reach an agreement regarding the complaint or the amount of the fine, no decision would be made and the damaged party would be entitled to initiate legal proceedings of its choice against the other party.
20. In the event that a party fails to uphold the committee's binding decision, the damaged party is entitled to initiate legal proceedings against the other party, and the committee would provide the damaged party with a signed copy of its binding decision, to be used in the legal proceeding.
21. It is clarified and emphasized that in any case of a violation that is within the committee's jurisdiction, the damaged party would not be entitled to self-help remedies such as offsetting, non-arrival at the set, or any other self-help remedy.

Reduced payment to minors members of Shaham

22. Actors who are members of Shaham and were 16 years of age at the time of signing the Personal Contract with them, will be paid a fee for one day of filming amounting to at least 50% of the minimal rate for one filming day as stipulated in the agreement, provided that their actual work hours have been limited to 9 hours, as required under the law's limitations for employing youths.
23. Actors who are members of Shaham and were 17 years of age at the time of signing the Personal Contract with them, will be paid a fee for one day of filming amounting to at least 90% of the minimal rate for one filming day as stipulated in the agreement, provided that their actual work hours have been limited to 9 hours, as required under the law's limitations for employing youths.

24. Reimbursement for travel expenses to the set

25. Actors living within greater Tel Aviv area (up to a radius of 20 km from Tel Aviv) will be picked up by the Producer from their homes, taken to the set and returned home by the Producer at the end of the work day. Actors living outside the greater Tel Aviv area may choose one of the 2 following ways of arrival at the site:

- 25.1. To arrive by public transport (train, bus, etc.) to a meeting point at a train station or central bus station and from there be picked up by the Producer and taken to the set. In such case the Actor would be eligible for full reimbursement for his or her public transportation fare.

- 25.2. To arrive independently to the set (by private car or taxi) and be reimbursed ₺2 per km up to ₺200 per filming day. The Producer will organize free parking spaces near the set for Actors arriving by car.

Payment for rehearsals

26. For every rehearsal lasting no more than 2 hours, to which the Actor is summoned outside the scope of scheduled filming days, the Actor will be paid a sum of 15% of the compensation to which the Actor is eligible per filming day, as stipulated in his or her personal contract. In the event that the rehearsal extends beyond 2 hour multipliers (meaning over 2 hours and less than 4 hours, over 4 hours and less than 6 hours, etc.), the remaining balance would also be calculated as a full rehearsal.
27. Despite the aforesaid, for a single rehearsal attended by the Actor and which did not exceed 4 hours, the Actor would be eligible for payment of 30% of the payment due to the Actor for a filming day as stipulated in his or her personal contract.
28. The aforesaid will replace the provisions of section 52 to the agreement regarding payment for rehearsals.

Calculation of overtime

29. Overtime will be calculated based on 15 minute units, with any balance of minutes rounded upwards to a full 15 minute unit.

Employing an Actor overtime as of the 15th hour and onwards

30. The Producer will be entitled to employ the Actor beyond 4 hours of overtime on a filming day, only in exceptional and special cases.
31. As of the 15th hour of a filming day occurring on a weekday, and as of the 13th hour for a filming day occurring on a Friday or holiday eve, the Actor will be paid a sum equaling 200% of the value of a regular filming hour for each hour of overtime, instead of 150% as stipulated in the Agreement.

Break between one filming day and the next

32. The Actor will be given a break of no less than 10 hours from his or her release from a filming day (RAP) until being called to arrive on set the following day (CALL).

Compensation for delaying morning and lunch breaks

33. Breakfast will be served up to one hour following the Actor's arrival at the set. In case of more than 10 minutes delay in serving breakfast, the Actor will be eligible for compensation amounting to 50% of the value of a filming day work hour as per the Personal Contract signed with him, for every hour of delay or part thereof.
34. Lunch will be served up to 7 hours following the Actor's arrival at the set. In case of more than 10 minutes delay in serving lunch, the Actor will be eligible for compensation amounting to %50 of the value of a filming day work hour as per the Personal Contract signed with him, for every hour

of delay or part thereof.

Payment for reduced lunch break

35. The Producer will be entitled to reduce the Actor's lunch break by up to 15 minutes, in exceptional and irregular case only, and pending the Actor's approval to do so.
36. If the Actor agreed to reduce the duration of the lunch break, he or she would be eligible for compensation amounting to %50 of the value of a filming day work hour as per the Personal Contract.

Payment to an Actor for participating in a phone scene from his or her home

37. An Actor would not be obligated to participate in a phone scene from his or her home, and if agreed to do so would be entitled for payment for every hour or part thereof, based on the value of a filming day work hour as per the Personal Contract.

Compensation in case an Actor has failed to learn his or her lines

38. In the event that an Actor failed to learn his or her lines sufficiently, and provided that the text was delivered to the Actor at least 48 hours in advance, the Producer would be eligible to be compensated by the Actor for up to ₺1,000.

Maintaining physical appearances

39. Until the last day of filming scheduled for the Actor, the Actor will be obligated to maintain his or her external appearance. In the event that the Actor wishes to change his or her appearance during this period, the Producer's approval would be required. As of the last day of filming scheduled for the Actor and until the end of the filming period (not including supplementary shoots), the Actor would be entitled to change his or her appearance following a professional constraint, as long as the Actor notified the Producer immediately of his or her intention to do so. In the event that the Actor wishes to change his or her physical appearance for a reason which does not involve a professional constraint, it would be done subject to the Producer's consent. The Producer's denying such request would be for justified reasons only.
40. In the event that the Actor failed to maintain his or her physical appearance as aforesaid in this section, the Producer would be eligible to be compensated by the Actor for up to ₺2,000.

Cancellation of a filming day participated by the Actor

41. The Actor's personal contract will include the number of guaranteed filming days, to be determined by the Producer in good faith and fairness, based on the realistic expectation of the number of filming days in which the Actor is expected to take part during the production.
42. The final and binding number of guaranteed filming days will be determined upon receipt of the final filming schedule.
43. The guaranteed filming days will be paid to the Actor in any case, even if cancelled by the Producer

for any reason and at any time whatsoever.

44. In the event that the Actor has been scheduled filming days beyond the guaranteed filming days, the following compensation mechanism would apply in the event of their cancellation:

- 44.1. In the event that the filming day was postponed over 7 days (inclusive) in advance, the Actor will not be eligible for any compensation.
- 44.2. In the event that a filming day was postponed less than 7 days (inclusive) in advance, and up to 24 hours in advance, the Actor would be entitled to 50% of the payment due to the Actor for a filming day as stipulated in his or her personal contract.
- 44.3. In the event that a filming day was postponed less than 24 hours in advance, the Actor would be entitled to 100% of the payment due to the Actor for a filming day as stipulated in his or her personal contract.

45. The aforesaid shall replace the provisions of section 57 to the agreement regarding cancellation of filming days.

Postponement of a filming day participated by the Actor

46. In the event that a filming day participated by the Actor has been postponed to another date, the following compensation mechanism would apply regarding the postponement:

- 46.1. In the event that the filming day was postponed over 5 days (inclusive) in advance, the Actor will not be eligible for any compensation.
- 46.2. In the event that a filming day was postponed less than 5 days (inclusive) in advance, and up to 24 hours in advance, the Actor would be entitled to 25% of the payment due to the Actor for a filming day as stipulated in his or her personal contract.
- 46.3. In the event that a filming day was postponed less than 24 hours in advance, the Actor would be entitled to 50% of the payment due to the Actor for a filming day as stipulated in his or her personal contract.
- 46.4. The aforesaid shall replace the provisions of section 58 to the agreement.

Payment for waiting days abroad

47. For waiting days abroad and flight time abroad and back, the Actor will be eligible to at least the following compensation:

- 47.1. For travel time abroad and back the Actor will be entitled to at least 50% of the payment due to the Actor for a filming day as stipulated in his or her personal contract for each day.
- 47.2. For each day of waiting abroad in which the Actor is not filming, he or she will be eligible

for at least 15% of the payment due to the Actor for a filming day as stipulated in his or her personal contract.

The lead role

48. In all Television Productions the Producer will define at least one lead role which would be entitled to receive at least the minimal payment for a lead role as stipulated in the Agreement.

49. The lead role will be selected by the Producer as one of 2 Actors who are Shaham members and have the highest number of filming days.

Use of the Actor's performance for producing a feature film

50. In the event that the Producer wishes to make use of the Actor's performance during the Actor's participation in the filming of the series, for the production of a feature film (including a feature film for television), this would be agreed upon in advance and in writing, subject to negotiations on the Actor's due payment. If not specified in the contract, it would require the Actor's prior consent.

Updating of the list of minimum prices stated in the agreement

51. The list of minimum prices as provided in the Agreement will be updated on the 15th of January of each year for the sum of 0.7% of the total consumer Price Index increase of the previous year. In case of no change or a decrease in the index, the rates will not be updated.

52. The aforesaid shall be valid up to the updating of the rates in 2018. Following said update the parties will reconvene to discuss the updating mechanism. If the Parties were unable to reach an agreement, they will revert to the mechanism currently stipulated in the agreement.

**Addendum to the Agreement as to rules of engagement between Producers and
Performing Artists in Television and Film Productions**

(Hereinafter: **"National Insurance Addendum"**)

Entered into and signed on the 20th of February 2019

Between:

Shaham - The Israeli Actors Guild

R.A 58-035621-0

(Hereinafter in short: **"Shaham Guild"**)

Party of the first part

And Between:

The Israel Film and Television Producers Association

R.A 580004133

(Hereinafter in short: **"The Producers Association"**)

Party of the second part

Whereas an Agreement was signed between the Parties on the 24th of June, 2008 which regulates the rules of engagement between the Performing Artists members of the Shaham Guild and the Producers members of the Producers' Association, in Television Productions as defined in the Agreement (Hereinafter: **"The Television Agreement"**)

And that an Agreement was signed between the Parties on the 2nd of August 2006, regulating the rules of engagement between Performing Artists members of the Shaham Guild and Producers members of the Producers' Association, in Film Productions as defined in the Agreement (Hereinafter: **"The Film Agreement"**)

(Hereinafter: "The Agreements")

And whereas the National Insurance Ordinance (Classification of insureds' and determination as employers) of 1972, which came into force on the 1st of May 2018 (Hereinafter: **"The Ordinance"**), stipulates the obligation to deduct National Insurance benefits when employing Performing Artists, inter alia in Film and Television Productions, as stipulated in the provisions of the ordinance.

The parties have accordingly warranted, provided and agreed as follows:

General

1. In this addendum the Performing Artist will be referred to as 'Actor', and wherever the terms 'Actor' or 'Actors' appear in this addendum, it shall be construed as identical to the term 'Performing Artist' in the Agreements.
2. The Parties agree that the provisions of this addendum will apply to all Personal Contracts to be signed between a Producer and Actor as of 1 February 2019, and that all provisions of the personal contract signed between an Actor and Producer pertaining to National Insurance payments, will be subject to this addendum, and will not contradict it.

Application of the National Insurance Ordinance regarding the employment of Actors in Television and Film Productions

3. The Parties agree that in order to apply the provisions of the ordinance, the Producer who signed the Personal Contract with the Actor will be considered as the Actor's employer in the context of the National Insurance Law (combined version) 1968, and it alone. Nothing in this section may serve to express the consent of the Producers' Association to this being applicable to contracts signed prior to the 1st of February 2019.
4. Were based on the provisions of the ordinance the Producer has the duty to deduct National Insurance fees from the payment due to the Actor, the Producer will be responsible for deducting the payment from the Actor, and for transferring the Actor's part (the employee's part) and the Producer's part (the employer's part) to the National Insurance Institute.
5. The Parties agree that the employer's part in National Insurance fees will be deducted from the payment due to the Actor as per the provisions of this addendum and the provisions of the law and regulations, and that the employer's part in the National Insurance fees would be paid for by the Producer.

6. It is clarified and agreed that in any case National Insurance fees will not be deducted from the VAT component, not of the employee's part nor of the employer's part.
7. Submittal of payment references by an Actor and/or agency:
 - 7.1. In the event that the Actor is represented by an agency or other representative (Hereinafter: "**The Agency**"), to which a fee is paid for its services (Hereinafter: "**Representation fee**"), two separate tax invoices or payment requests will be issued to the Producer (Hereinafter: "**Separate payment references**") for the payment due to the Actor, one for the sum of the representation fee, and the second for the sum payable to the Actor (the fee as stated in the Actor's personal contract, less the representation fee).
 - 7.2. The Parties agree that separate payment references to be delivered to the Producer shall be as follows: One reference from the Actor for his or her services (the insured for whom the employer deducts National Insurance fees), and a second reference from the Agency for its representation fee.
 - 7.3. It is clarified and agreed that the rate of the representation fee is the Agency's trade secret. The Producer hereby commits to maintaining in complete confidentiality all knowledge and/or trade secrets and/or any details relating to the representation fee (Hereinafter: "**The information**"), provided to him and/or which will be provided in future by the Agency and/or the Actor and/or which was disclosed and/or will be disclosed to him in future, and not to use and/or transfer and/or disclose and/or publish it, all of part thereof, in any form or method whatsoever, whether directly or indirectly, in Israel or abroad, in return for compensation or not, without obtaining the prior written approval to do so by the Actor and/or the Agency. The Producer further commits not to make any use of the information, for any reason and in any manner, and specifically not for his own benefit and/or for the benefit of others, whether related or unrelated to him, except in the framework of the application of the provisions of the ordinance.
8. It is clarified and agreed that of the payment due to the Actor, as stipulated in the Actor's personal contract, less the representation fee (Hereinafter: "**The taxable fee**"), only the Actor's part will be deducted. The employer's part in the National Insurance fee will be paid by the Producer separately, and in addition to the taxable fee.
9. The Producer's obligation to pay for the employer's part separately in addition to the taxable fee, applies also if the taxable fee stated in the personal contract is higher than the minimum rates as shall be updated from time to time.
10. Further to the Producer's request, the Actor will complete form 103 to enable deduction

of National Insurance fees under the provisions of the ordinance.

11. In order to determine the rate of deduction of insurance fees, the Actor will provide the Producer, upon issuance of the payment request / invoice, National Insurance coordination confirmations issued by the branch handling the insured's Actor's file. In the event that insurance coordination confirmations are not issued to the Producer, National Insurance fees will be deducted from the Actor's fees based on the maximum rate provided by law for deduction from an employee's account, and the Producer would be considered the Actor's secondary employer as to calculation of the employer's part for payment of National Insurance fees.
12. The Actor will receive from the Producer a relevant reference detailing the deductions made by the Producer for National Insurance purposes of the payment due to the Actor, and moreover, at the end of the year will provide, further to the Actor's request, an annual confirmation of National Insurance deductions.
13. The Parties agree that in the event that an Actor who receives old age pension or who is under 18 years of age, is exempt from paying the employee's part to the National Insurance Institute, the Producer will not deduct this part from the Actor's fee.
The above is stipulated upon submittal of the appropriate approval for said exemption from the National Insurance Institute to the Producer prior to the payment being made.
14. The Parties agree that for an Actor providing his or her services via a limited company (which is not an agency), the provisions of the ordinance do not apply, and in such case no National Insurance payment would be deducted from the Actor's fees (neither the employee's nor the employer's fees).

Reference to existing clauses in Film and Television Agreements

15. The Parties agree that for contracts signed as of the 1st of February 2019, section 18 in the Television Agreement will not apply in cases in which the provisions of the ordinance apply to the employment of the Actor in Television Productions, provided that the Actor has no other debt to the National Insurance Institute which the Producer is required to pay for.
16. The Parties agree that for contracts signed as of the 1st of February 2019, the first part of section 16 to the Film Agreement will not apply where the provisions of the ordinance apply to the employment of the Actor in the Television Production, provided that the Actor has no other debt to the National Insurance Institute which the Producer is required to pay for.

17. The Parties agree that section 7.2 to the Television Agreement will not apply where the provisions of the ordinance apply to the employment of the Actor in the Television Production, only in reference to the Actor being defined as an employee on matters pertaining to the National Insurance ordinance. In the event that any extension of the Actor's position as an employee will become applicable, either by an ordinance or verdict or for any other reason, section 7.2 to the Television Agreement will apply in full (as worded in the original Agreement between the Associations) and as per all additional costs covered by the Producer, if applicable.

Minimum prices for film and television productions - 2019

18. The Parties agree that the minimum prices for 2019 will be as follows:
- 18.1. Minimum rate per day of filming for a TV Actor not playing the lead role - a total of ₪2,340
 - 18.2. Minimum rate per day of filming for a TV Actor playing the lead role - a total of ₪3,100
 - 18.3. Minimum rate per day of filming for a film Actor - a total of ₪1,500
 - 18.4. Minimum rate per day of filming for a beginner film Actor - a total of ₪1,200
 - 18.5. All sums do not include VAT
19. The Parties agree that the above minimum rates shall constitute the total and final agreement between the Parties for the purpose of regulating the implementation of the National Insurance ordinance as provided in this addendum, and the Parties shall have no claims towards one another regarding contracts signed as of the 1st of February 2019, in relation to any costs incurred due to the implementation of the provisions of the ordinance.
20. In 2020 and 2021, on the 15th of January of each year, the minimum rates specified in section 18 to this addendum will be updated based on the total consumer Price Index increase of the previous year. In case of no change or a decrease in the index, the rates will not be updated.
21. During 2021 the Parties will discuss the mechanism for updating the minimum rates for the following years. In the event that the Parties were unable to reach an agreement, they will revert to the mechanism currently stipulated in the agreements.