

## **STANDARD TERMS & CONDITIONS**

These standard terms and conditions are hereby incorporated into and made a part of the agreement ("Agreement") between \_\_\_\_\_ ("Producer") and \_\_\_\_\_, Inc. f/s/o \_\_\_\_\_ (collectively, "Performer") dated as of \_\_\_\_\_.

1. **Restrictions During Series Option Period:** Prior to the expiration or exercise of the Series Services Option, Performer will not perform in a continuing role or as a regular performer on any other television series (except as a guest star), nor as a continuing character in any series or "wheel" of made-for-television movies or specials, nor portray the same or similar character as that performed in the Pilot (including a presentation film), nor parody the role, nor perform in commercials except to the extent permitted in this Agreement. Further, Performer warrants that Performer has not accepted and will not accept, prior to the expiration or exercise of the Series Services Option, any obligations or commitments that could or would interfere with Performer's rendition of any of the services which may be required hereunder.

2. **Annual Series Options:** Options are only effective when exercised in writing by a member of Producer's Business Affairs department. In the event of a licensee pick-up for two (2) or more broadcast seasons at once, Producer's option exercise prior to the first of such seasons shall only be for that production year unless otherwise specified in writing. Option exercise dates (and corresponding escalations, if any, in fees) shall not be affected by the manner in which the licensee chooses to exhibit or market the Series (e.g., such as choosing to split a production year into two "Seasons").

3. **Program Guarantees:** On a one-hour Series, each one-hour segment of a multi-hour program shall constitute a separate episode in calculating the Series Guarantee. Episodic fees are for episodes of approximately one half-hour in program time or approximately one-hour in program time (as applicable pursuant to this Agreement), which include episodes in which the running time extends beyond the regular length of a typical episode of the series. On a half-hour Series, each half-hour segment of an hour program shall constitute a separate episode for purposes of the Series Guarantee. If the Series Guarantee set forth in the Agreement to which these Standard Terms and Conditions apply results in a fraction, a fraction in excess of one-half ( $\frac{1}{2}$ ) will be increased to the next whole number; a fraction of one-half ( $\frac{1}{2}$ ) or less will be disregarded. Any episode that exceeds in length the standard length for that Series will satisfy the Series Guarantee by the number equal to the quotient of the length of the episode divided by the length of the standard episode (e.g., a double length episode shall count as two (2) episodes towards satisfying the Series Guarantee.)

4. **Pay or Play:** Nothing in this Agreement shall require Producer to utilize the services of Performer or to produce or broadcast any television program or to make any use whatsoever of the results and proceeds of Performer's services. Producer shall have the right to terminate Performer's services at any time without cause, and in such event or in the event that Producer elects not to use Performer's services pursuant to this paragraph, Producer shall have fully discharged its obligations hereunder by paying to Performer the applicable compensation specified and guaranteed herein. Producer shall have no liability for any other claim(s) of any nature, including, without limiting the generality of the foregoing, consequential or special damages as a result of Producer's exercise of its rights pursuant to this paragraph. In addition, if Producer exercises its pay or play rights, Performer shall not be entitled to coverage for any office, staff or other overhead or other business-related expenses as may be provided for in this Agreement. Nothing contained in this provision shall limit Producer's other rights at law or under this Agreement.

5. **Personal Appearances:** Performer shall be obligated to make up to three (3) personal appearances in each production year on behalf of sponsor(s), buyer(s), distributor(s), broadcaster(s) and/or exhibitor(s), subject to Performer's prior contractual commitments; provided Performer shall use best efforts to meet the schedules proposed by Producer or to propose reasonable alternative schedules. Performer shall cooperate with Producer and the licensee with respect to publicity, promotion, and affiliate relations.

**6. Grant of Rights; Assignment and Loanout; UBCP Benefits:**

(a) Performer acknowledges and agrees that all of the results and proceeds of Performer's services pursuant to this Agreement, including all material suggested, composed, written or performed by Performer, shall be considered a "work-made-for-hire" specially ordered or commissioned by Producer and that Producer is and shall be the sole and exclusive owner of all rights of every kind and nature in, to and with respect to Performer's services and material hereunder and the results and proceeds thereof. To the extent such results and proceeds may ever be determined not to be a "work-made-for-hire," Performer hereby irrevocably and exclusively assigns to Producer all right, title, and interest thereto (including, but not limited to, all copyright and associated rights therein, and all extensions and renewals thereof) throughout the universe in perpetuity, together with the right (as between Performer and Producer) to collect any sums which may be payable by any exhibitor of the Pilot and/or the Series episodes, or by any collecting society in any country throughout the world with respect to Performer's performance in the Pilot and/or Series episodes. The termination of this Agreement for any reason shall not affect Producer's ownership of the rights, results and proceeds of Performer's services hereunder or alter any warranty, representation, covenant or undertaking on the part of Performer (and, if applicable, Performer's loan-out company) hereunder. Performer acknowledges and agrees that Producer is the sole and exclusive owner of all rights in and to the role and/or character portrayed by Performer, including without limitation the name, voice, likeness and any and all distinctive characterizations thereof. Performer also authorizes use of excerpts containing Performer's voice or likeness in "New Media" and no additional compensation shall be payable therefore, except to the extent required under the UBCP, if any.

(b) Producer shall have the right to use, refrain from using, change, modify, add to, subtract from and to exploit, advertise, exhibit and otherwise use in any manner any or all of the foregoing rights in any manner and in any and all media, whether now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as Producer in its sole discretion shall determine. Without limiting the generality of the foregoing, in all cases, Producer shall have the right to make such revisions, deletions, abridgments, or other changes in Performer's performance and to combine the same with the work of others as Producer in its sole discretion may deem desirable, it being understood that Performer hereby waives the benefits of any provision of law known as "droit moral," or any similar laws, and agrees not to institute, support, maintain or authorize any law or lawsuit on the ground that the Pilot and all Series episodes, or other items produced hereunder in any way constitute an infringement of any of Performer's "droit moral" or a defamation or mutilation of any part thereof, or contain unauthorized variations, alterations, modifications, changes or foreign versions or translations.

(c) During the time when Performer is rendering or is obligated to render services for Producer hereunder, Performer will render such services at such times and places as Producer may require and Performer agrees to devote and perform such services in a competent, professional, workmanlike and diligent manner, consistent with accepted professional standards and in accordance with the applicable policies, instructions, control, and directions of Producer. Producer's policies may be accessed at the URL [www.policiesontheset.com](http://www.policiesontheset.com) and found as part of your onboarding process. Should Performer prefer hard copies of Producer's policies, the People and Culture Partner assigned to the production will provide such copies upon request. Performer is required to review Producer's policies during regular work hours once Performer commences work on the production and comply with the policies. Producer shall have the right to assign any and all of its rights under this Agreement or any of its rights to such services, or the results and proceeds thereof, or to loan out the services of Performer for the Pilot and/or Series; however, any such assignment shall be subject to the provisions set forth in paragraph 27(d) below. Performer's employment hereunder includes performance in and/or appearance in non-commercial openings, closings, bridges, lead-ins, lead-outs and on-air promos, etc. and no additional compensation is payable to Performer so long as such are used in or in connection with the programs covered hereunder; provided, however, that to the extent payment is required for appearances in program commercials such payments shall be made at 200% of applicable scale and provided further that any such services that occur outside of production periods shall be subject to Performer's existing

professional commitments. Further, except as specifically provided otherwise in this Agreement, Producer shall be entitled to the maximum benefits of the UBCP Agreement for the minimum payments required, if any, including without limitation, the right to use the maximum number of weeks to produce the Series. Performer acknowledges that this paragraph satisfies any provision of the UBCP Agreement requiring Performer's specific agreement in Performer's individual contract (including without limitation Performer's agreement to perform services and/or appear, without additional compensation, in standard openings, closings, bridges, lead-ins and lead-outs).

7. **Merchandising/Soundtracks:**

(a) Producer shall have the right to use Performer's name, voice, biography, and likeness in connection with merchandising of the Series and/or of Performer's character. Unless provided otherwise in the Agreement, for merchandise bearing Performer's likeness or using Performer's voice with no other Performer, Performer shall receive 5% of 100% of the Net Merchandising Revenues reducible in the event another Performer's likeness or voice is used to 2-1/2% of 100% of Net Merchandising Revenues. "Net Merchandising Revenue" shall be deemed to mean the gross receipts of Producer from merchandise using Performer's likeness, after deducting a fifty percent (50%) distributor fee and any outside legal fees. Advances (whether or not returnable) shall not be included in Net Merchandising Revenues until they are earned. During the term hereof, Performer shall not use or authorize others to use Performer's name, voice, and/or likeness for merchandising, commercial exploitation, or direct endorsement except as provided in this Agreement. Any such use or authorization by Performer after the term shall not refer to the Series or Performer's role, nor shall Performer wear any costume(s) identified with such role or the Series.

(b) Producer shall have the right to use Performer's voice from the episode(s) of the Series in records, tapes and similar uses of recorded material, subject only to payment of minimum SAG-AFTRA scale promptly upon release and receipt of a royalty of 5% of the applicable suggested published price to dealer on 100% of same sold and not returned for such use, in the event Performer's voice is used. The SAG minimum payment shall be applicable against the foregoing royalty and such royalty shall be pro-rated by the number of selections contained on the phonorecord (i.e., 5% multiplied by a fraction, the numerator of which is the number of selections embodying the performance of Performer and the denominator of which is the total number of selections contained on the phonorecord). Said royalty shall be further reduced in proportion to the number of Performer's performances in relation to all performances in the selection. Such royalties shall be accounted, reduced, and paid pursuant to the practices of the manufacturer and/or distributor making such sale as set forth in Producer's agreement with such company.

8. **Definitions:** As used in this Agreement,

- (a) "UBCP" means the Union of B.C. Performers.
- (b) the "UBCP Agreement" means the current Union of B.C. Performers British Columbia Master Production Agreement.

9. **Money Breaks:** Without additional bargaining or compensation and pursuant to applicable provision of the UBCP, Producer may, to the maximum extent permitted by the UBCP: a) reuse photography, still photographs and/or soundtracks containing Performer's voice and/or likeness in any other episode of the Series or the exploitation thereof; and b) episodic compensation shall include payment in full for all of Performer's services in connection with such episode including, without limitation, overtime, encroachment on rest periods, and work on sixth days, seventh days and holidays and any travel days in connection with rendering the services required hereunder, as well as forced calls and meal penalties to the extent not prohibited by any applicable agreement. Producer may use Performer in more than one role, on an occasional basis, and Performer agrees that the minimum compensation for such services shall be allocated against Performer's Pilot/Series compensation hereunder.

10. **Notices:** Any written notice(s) to be mailed to Performer shall be sent in care of Performer's representative at the address set forth in this Agreement. Any notice(s) to be sent by Performer to Producer shall be sent to: \_\_\_\_\_ Attn: Senior Vice President, Business Affairs, with a copy to the same address Attn: Senior Vice President, Legal Affairs. The date of mailing of any such notice or the date such notice is sent by telex, email, cable, or electronic facsimile, as the case may be, shall be deemed the date of the service of such notice. If the date by which any such notice is to be made occurs on a Saturday, Sunday, national holiday or a day on which the business operations of the party serving the notice are not open for a full business day ("Closed Day"), then such date shall be extended without notice until the end of business on the first day thereafter which is not a Saturday, Sunday, national holiday or Closed Day.

11. **Entire Agreement:** This Agreement shall constitute the entire agreement of the parties and cancels and supersedes all prior negotiations and understandings between Performer and Producer relating hereto, and all agreements and understandings between Performer and Producer are expressed and merged herein. No officer, employee or representative of Producer has any authority to make any representation or promise not contained in this Agreement, and Performer expressly represents and warrants that Performer has not executed this Agreement in reliance on any such representation or promise. This Agreement may not be modified except by an instrument in writing and signed by the party to be charged with enforcement thereof.

12. **Incapacity and/or Leave of Absence:**

(a) If Performer suffers an "Incapacity" or otherwise is unavailable to perform services due to a permitted leave of absence ("Leave of Absence"), at its election Producer may suspend, prospectively or retroactively, Performer's employment during the period of time such Incapacity or Leave of Absence interferes with a work period (referred to herein as an "Incapacity Suspension" or "Leave Suspension", as applicable). Producer may also extend the applicable production period and production year, for a period not exceeding the total period of any Incapacity Suspension(s) or Leave Suspension(s). Producer shall be relieved of its obligations to Performer with respect to compensation for each day in which Performer does not fully perform all of his/her obligations hereunder for reasons of an Incapacity or Leave of Absence or an Incapacity Suspension or Leave Suspension, or for each episode in which Performer does not appear recognizably (except for standard openings, etc.) as a result thereof. "Incapacity," as used in this Agreement, shall be deemed to include (but shall not be limited to) any physical or mental disabilities, which, due to the unique nature of Performer's obligations, are not subject to reasonable accommodation and which render Performer unable to perform the essential duties of Performer's position, which duties are defined as Performer's obligations hereunder. Examples of Incapacities include, but are not limited to, voice impairment, pregnancy, disfigurement or any other change in Performer's appearance or other attributes or abilities.

(b) In addition, subject to applicable law, Producer shall have the right to terminate this Agreement in the event of Performer's death, Performer's inability to perform the essential duties of his/her position as a result of an Incapacity, Incapacity Suspension or serious health condition, Leave of Absence or Leave Suspension, or if production of an episode or the Series is canceled by reason of Performer's Incapacity or Incapacity Suspension. Producer shall have the right to reduce the number of episodes (and, if applicable, reruns) of the Series for which it is required to compensate Performer hereunder during such production year by one (1) for each episode the production of which is canceled, discontinued, postponed, or suspended by reason of an Incapacity Suspension or Leave Suspension or in which Performer does not perform.

13. **Default:**

(a) If Performer fails, refuses or neglects fully to perform all of Performer's obligations hereunder to the best of Performer's ability, other than by reason of Incapacity as provided above (referred to as "Default"), Producer may suspend Performer's employment while such Default continues and during the three (3) weeks after Performer serves a written notice stating that Performer is ready, able and willing to resume full

and complete performance hereunder (referred to as "Default Suspension"), and Producer may extend the applicable production period and contract year for a period not exceeding the Default Suspension period. Producer may terminate this Agreement forthwith at any time during (or as a result of) a Default or during a Default Suspension hereunder. Producer's obligations to pay Performer shall be reduced by the number of days or episodes affected by a Default or a Default Suspension, subject to our extension rights and other rights.

(b) If Performer refuses or states, either personally or through Performer's representative(s), that Performer will refuse to comply fully with any of Performer's obligations hereunder, such refusal or statement may be treated as an immediate Default, even though the time for performance of such obligation or obligations has not arrived. In addition and independent of the foregoing, Producer may, at any time and for any reason, request Performer to confirm in writing Performer's intentions and willingness to comply with Performer's obligations hereunder, either generally or with respect to any particular matter and if, within twenty four (24) hours after the making of any such request Performer fails to deliver such confirmation in writing, such failure may also be treated as an immediate Default on the part of Performer, with all of the results and effects more particularly set forth in this paragraph and as set forth below.

(c) In any action or proceeding brought by Performer for any breach or alleged breach of this Agreement, or any other dispute arising out of or relating to Performer's services hereunder or in connection with the Series, Performer acknowledges and agrees that Performer shall be limited to an award of money damages and shall not be entitled to any form of equitable relief including, but not limited to, a temporary restraining order, preliminary injunction, permanent injunction and/or specific performance, and Performer shall in no event be permitted, by a court, tribunal, arbitration proceeding or otherwise, to prevent, limit, restrict, hinder or impede the production, distribution or other exploitation of the Pilot and/or the Series in any manner whatsoever. Performer's services are special, unique, unusual, extraordinary, and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Producer, in the event of any Default, shall be entitled to seek equitable relief by way of injunction or otherwise.

14. **Force Majeure:** If, during the time when Performer is rendering or is obligated to render services hereunder, Producer is prevented from or hampered or interrupted or interfered with in any manner whatsoever in preparing or producing the Series, or any episode thereof, or in utilizing Performer's services hereunder, by reason of any present or future statute, law, ordinance, regulation, order, judgment or decree, whether legislative, executive or judicial (whether or not valid), Act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, lock-out, boycott, strike, labor controversy (including but not limited to threat of walkout, boycott or strike), riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, an act of a public enemy, embargo, delay of a common carrier, inability without fault on our part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of our business, or by reason of any other cause or causes of any similar nature or beyond our control, or by reason of the death, illness, disfigurement, Default or Incapacity of a member of the continuing cast of the Series or the director or any other essential personnel associated with the series (as determined by Producer in its sole discretion) (each and all of the foregoing are referred to as an event of "Force Majeure"), then if such event of Force Majeure occurs during or interferes with a production period or the commencement thereof, Producer may suspend and/or terminate Performer's employment. Such suspensions may occur more than once during any one event of Force Majeure. If Producer suspends, the applicable production period and production year may be extended for a period not exceeding the total periods of such suspensions plus a reasonable amount of time required to start-up production after the termination of the event of Force Majeure. Performer shall not be entitled to receive any compensation during any period of such suspension and our obligation to pay Performer shall be reduced, at our election, by the number of days of such suspensions or by the number of episodes affected thereby. Producer shall have the right, at its election, by notice to Performer at any time during the then current production year, to reduce the number of episodes (and, if applicable, reruns) of the

Series for which it is required hereunder to compensate Performer during such production year for each episode the production of which is canceled, discontinued, postponed, or suspended by reason of Force Majeure.

15. **Start Date Extension:** If during the term hereof, with respect to any start date given to Performer hereunder, there exists an event of (i) Force Majeure, (ii) Incapacity (to the extent that in Producer's reasonable opinion Performer's services in the succeeding production year will or might be affected thereby), or (iii) Default, then Producer may, at its election, cancel or postpone such start date. Further, if the period of any suspension hereunder includes a start date previously designated, then Producer may, at its election, cancel or postpone such start date. Start dates shall only be effective when given in writing by a member of Producer's Business Affairs department.

16. **Option Extension:** If during the term hereof there exists an event of (i) Force Majeure, (ii) Default, or (iii) (to the extent that in Producer's reasonable opinion Performer's services in the succeeding production year will or might be affected thereby) Incapacity, the time within which Producer may exercise such option may be extended by notice to Performer for a period up to the length of such event (the "New Option Date"). Provided such option is exercised, Producer may designate the New Option Date as the commencement of the new contract year by so notifying Performer at any time during such production year.

17. **Effect of Suspension, Termination, Default, Incapacity and/or Leave of Absence:**

(a) During any suspension or permitted leave of absence as provided above, except for the reduction in the obligation to pay Performer, as provided therein, no rights or obligations of either party hereto are thereby affected, and all other terms and provisions hereof shall remain in full force and effect.

(b) Without limiting the foregoing, in no event shall Performer have the right to render services for any other person or entity during periods of suspension, Leave of Absence or during any period of Incapacity or Default.

(c) No termination by either party hereunder shall affect the rights and obligations which customarily survive the termination of an employment arrangement, including, without limitation, the ownership and use of the results and proceeds of Performer's services, the use of Performer's likeness, name, voice or biography for advertising, exploitation and merchandising purposes, and the payment of compensation for Performer's services rendered prior to such termination.

18. **Plugola and Payola:** Performer understands that it is a violation of United States federal law and Company Policy to:

(a) Give or agree to give any member of the production staff, anyone associated in any manner with the Series or any representative of any broadcaster or licensee any portion of Performer's compensation or anything else of value for arranging Performer's appearance on the Series.

(b) Accept or agree to accept anything of value, other than Performer's regular compensation for services on the Series to promote any product, service, or venture on the air, or use any prepared material containing such a promotion where Performer knows the writer received consideration for it.

(c) Performer hereby warrants that Performer has not and will not accept or pay any such consideration or agree to do so in contravention of the requirements of the Federal Communications Act. In the event such consideration has been or is offered, accepted, or paid, voluntarily or involuntarily, full disclosure must be promptly made. Any breach of such understanding shall give Producer the right to terminate this Agreement.

19. **Billing:** Nothing in this Agreement shall be construed to prevent so-called "trailer", "teaser", or other advertising in connection with the exploitation of the Series or any episode in any media without mentioning the name of Performer. If Performer shall have committed or does commit any act which shocks, insults or offends the community, or if Performer shall have done or does anything which shall be an offense involving moral turpitude under federal, state or local laws or which brings Performer into public disrepute, contempt, scandal or ridicule, or which reflects unfavorably upon Producer, its assigns or licensees, including but not limited to, the sponsors, if any, or their advertising agencies, if any, of the Series, or otherwise injure the success of the Series, Producer shall have the right to delete the billing provided for in this Agreement from any broadcast or other uses which are thereafter made of the episode(s) in which Performer appears and treat such act as a default under the applicable provisions hereof. No omission, misplacement nor casual or inadvertent failure by Producer or any third party to accord credit to Performer shall be deemed a breach of this Agreement. Upon Producer's receipt of written notice specifying any failure by Producer to give the credit required hereunder, Producer shall take reasonable measures to correct such failure with respect to prints or tapes manufactured thereafter. Under no circumstances shall Producer be required to recall any prints, tapes or advertising materials. Performer hereby expressly recognizes that in the event of a breach of the credit provisions hereof, the damage, if any, caused to Performer thereby is not irreparable or otherwise sufficient to entitle Performer to injunctive or other equitable relief and Performer shall be entitled to seek money damages only, if any.

20. **Curing Provision:** Performer shall not bring or make any claim that Producer has breached any of the provisions hereunder unless Performer has first made a written demand to cure such alleged breach, specifying the provision claimed to be breached, the reasons for such claim, the date such obligation or performance was to have been satisfied and any other identifying specifics, and unless within two (2) weeks of Producer's receipt of said written demand, such obligation or performance has not been satisfied. In any event, Producer's liability and Performer's rights and remedies for the failure to make any payment to Performer provided for in this Agreement shall be limited to the payment of money only, not exceeding the amount of the payment(s) at issue under this Agreement, and in no event shall the rights acquired or to be acquired hereunder or the rights in the proceeds of Performer's services performed hereunder be affected or impaired. Performer authorizes Producer to deduct and withhold from Performer's compensation hereunder the following: (i) any charges incurred by Performer which Producer has not agreed to pay and other fixed indebtedness of Performer to Producer; (ii) should Producer pay Performer during any period of suspension under the provisions of this Agreement, Producer may deduct an equivalent amount from any compensation accruing thereafter; and (iii) union dues and assessments to the extent permitted by law if Performer fails to pay same. All deductions required by law will be made by Producer. If Performer claims that any deductions made from payment of Performer's compensation are improper, Performer shall notify Producer in writing of such claim, setting forth the supportive facts. Producer shall give prompt and due consideration to such claim, and if it is determined that a deduction was improper, in whole or in part, shall promptly pay the disputed amount to Performer; however, in no event shall such deduction be deemed a breach hereof.

21. **Name, Likeness, Publicity:** Performer shall be available for customary publicity and marketing activities (including photo shoots and interviews) and Producer shall have the right to use such materials in all media, but solely in connection with the Series and/or the name, products and/or services of Warner Bros. Discovery and the marketing, promotion and permitted exploitation thereof, for no additional compensation. In the event such activities occur outside of production periods such activities shall be subject to Performer's reasonable professional availability. Performer's episodic compensation includes payment for any and all services required in connection with promotional films, trailers and electronic press kits produced in connection with the advertising and exploitation of the Series. Producer may utilize in connection with such promotional films and trailers, behind-the-scenes footage, and clips from the Series. Performer grants Producer the perpetual right to use and license others to use Performer's name, photographs, voice, likeness and biography in marketing, advertising, publishing or otherwise exploiting the Pilot/Series or any portion thereof in any medium. With respect to Performer's biography, Performer shall furnish Producer with an accurate biography and provided Performer timely furnishes such biography, and Producer approves thereof, then to the extent, if

any, that Producer uses biographical information concerning Performer, Producer shall primarily draw from such biography when reasonably practicable. Any publicity, paid advertisements, press notices and other information with respect to the Pilot and episodes and/or Series shall be under Producer's sole control (excluding normal, incidental, non-derogatory publicity relating solely to Performer's involvement with the Pilot/ Series provided that any such publicity must not precede Producer's initial announcement and the terms of this Agreement shall remain confidential). Therefore, Performer shall not issue nor consent to, nor authorize any person or entity to release any such information without Producer's express prior written approval. In addition, Performer shall neither authorize the use of his/her name or likeness, nor appear in connection with, any unauthorized show-related event.

22. **Insurance/Examination:**

(a) Producer may secure, in its name or otherwise, at its expense, life, health, accident, cast or other insurance covering Performer, or Performer and others, in any amount it may deem necessary to protect its interests hereunder ("Insurance"), and Performer shall have no right, title or interest in or to such insurance. The insurability of Performer at commercially reasonable rates is an essential job-related requirement and term of engagement pursuant to this Agreement and the continued engagement of Performer pursuant to this Agreement is expressly conditioned upon Producer's ability to obtain and maintain such Insurance. Performer agrees that Performer will cooperate in all reasonable respects with Producer in obtaining and maintaining the Insurance and will comply with all provisions of any policy of Insurance obtained. Performer shall submit to usual and customary medical examinations as required by the provider of Insurance and in connection with insurance purposes related to the Pilot or Series, including self-insurance, as well as for verification of any actual or possible incapacity, and will sign such applications or other documents as may be reasonably required in the circumstance, and Performer authorizes Producer and its insurers to review all such documentation, applications and other documents relating thereto. Performer will keep Producer informed as to the status of any condition (including, but not limited to, physical, mental and/or emotional) which affects and/or which may affect (which may be determined within our sole reasonable judgment) Performer's ability to perform Performer's services hereunder or the maintenance of the Insurance. In the event: (i) Performer fails to comply with the reasonable requests of the provider of Insurance or fails to appear for such examination at the time and place designated or (ii) any such examination establishes a substantial doubt as to Performer's ability to complete Performer's services hereunder, or (iii) cast insurance covering Performer cannot be obtained for customary rates and without substantial exclusions for the then-current production year, Producer shall have the right to suspend or terminate this Agreement consistent with applicable law. Performer shall cooperate in any claim investigation and agrees to be examined by, and at the request and in the discretion of, the insurance company in the event a claim arises due to Performer's inability to render services in connection with the Pilot or Series.

(b) Performer agrees that from the date twenty-one (21) days before the initial start hereunder (if more than one (1) start date) until completion of all services required of Performer (including services through the last production year, if series services are involved), Performer will not ride in any aircraft other than as a passenger on an airliner flown by a United States, Canadian or major international air carrier maintaining regularly published schedules, engage in any conduct prohibited by any policy of insurance obtained in accordance with this Paragraph (to the extent that Performer knows or should know of such prohibition), or engage in any extra-hazardous activity without Producer's prior written consent in each and every case.

23. **Permits and Clearances:** Notwithstanding anything to the contrary contained herein, Performer represents and warrants that Performer has obtained and will maintain at all times during which this Agreement is in effect, at Performer's sole cost and expense, any and all passports, visas, work permits, immigration clearances (including the completion of required immigration forms), AFTRA or UBCP, as applicable, clearances necessary to enable Performer to perform Performer's duties hereunder and other documents requested by Producer under or pertaining to applicable laws (collectively "Clearances"). Such Clearances shall be for the jurisdiction(s) in which the Series is produced, shall be valid and effective during the period of



production of the Series in such jurisdiction, and Performer's obtaining and maintaining such Clearances shall be a condition subsequent to our obligations hereunder. Performer acknowledges that compliance with the foregoing is considered to be an essential term of this Agreement and that failure to comply may result in, among other things, the withholding of payment.

24. **Performer's Physical Appearance:** Performer will not voluntarily make any material changes to Performer's physical appearance (including but not limited to length and color of hair) during the Term of this Agreement (including all periods during which there is an unexercised option on Performer's services) without Producer's prior written approval.

25. **Indemnities:** Producer agrees that it will defend and hold Performer harmless from and against all damages, claims, costs and expenses, including reasonable outside attorneys' fees, suffered and incurred by Performer by reason of any third party claims arising out of the development, production, distribution and/or exploitation of the Pilot/Series or any part thereof; provided, however, Producer shall not be obligated to defend, indemnify or hold Performer harmless from claims, demands, suits and expenses arising out of or resulting from (i) any breach of alleged breach of Performer's representations or warranties; or (ii) the intentionally tortious acts of Performer and/or the intentionally tortious or negligent acts by any agent, employee, guest or invitee of Performer. Producer shall control the defense of any action that Producer defends pursuant to this provision. Performer shall cooperate (without being required to incur any costs or expenses) in the defense of any claim for which indemnification is provided hereunder. Failure to cooperate may result in denial of indemnification.

26. **Performer Seeking Public Office:** In the event Performer declares Performer's candidacy for any political office and/or is elected to office, Producer shall have the right, at its sole election: to (a) suspend Performer's employment under Performer's agreement for services until such time as Performer ceases to be a candidate for political office; or (b) terminate Performer's agreement and have no further obligations to Performer. Performer acknowledges and agrees that if Performer declares candidacy for any political office, such candidacy will (i) require Performer to dedicate substantial time and effort to that endeavor, which could affect Performer's ability to be consistently available to participate in or provide adequate focus on the Series and its related activities; and/or (ii) could reasonably result in greater legal or compliance obligations for Producer and/or its licensees. In the event Producer exercises its right to suspend hereunder, Producer may also elect to extend the term of Performer's agreement for services and any time periods thereunder for a period of time up to the length of the suspension. During the term of such suspension, Producer will have no financial or other obligations to Performer, including, without limitation, any guaranteed episodic compensation, any contingent compensation obligations, if any, with respect to episodes produced during such suspension, and/or screen credit. Notwithstanding the foregoing such suspension will not interfere with Performer's right to receive compensation episodes in which Performer has rendered and completed all required services prior to the suspension; or that accrues during such suspension by reason of replays, foreign broadcasts or exhibitions of such completed Programs. During the term of such suspension, all exclusivity obligations of Performer shall remain in full force and effect.

27. **Additional Series Related Material:** Subject to Performer's professional availability, separate compensation to the Performer for performing in mobisodes, webisodes and other material related to the Series that are not part of the Series. The Performer will receive \$250 for each segment of content up to 5 minutes. Producer will furnish or pay for business-class round trip transportation for Performer and reasonable first-class living expenses incurred by Performer in connection with such services 50 miles outside of the production location or as Producer deems reasonably necessary.

28. **Miscellaneous**

(a) Intentionally Deleted.

(b) Neither the termination nor expiration of this Agreement shall relieve Performer or Producer of their respective obligations pursuant to any warranty or representation made hereunder.

(c) Producer's rights and remedies shall be cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise of any other right or remedy, at law, or in equity.

(d) Producer may assign this Agreement or any of its rights hereunder to any third party and this Agreement shall inure to the benefit of Producer, its successors and assigns. In the event of any such assignment, Producer shall remain secondarily liable for its obligations hereunder unless such assignment is to a major supplier of television motion pictures, a major distributor or syndicator or any financially responsible party that assumes Producer's executory obligations in writing. Performer may not assign this Agreement.

(e) Nothing contained applicable herein shall require the commission of any act or payment of any compensation or other amount which is contrary to any applicable law or union or guild agreement. If there shall exist any conflict between this Agreement and any such law or union or guild agreement, the latter shall prevail and the provision(s) hereof affected shall be curtailed, limited, or eliminated only to the extent necessary to remove such conflict; and as so modified this Agreement shall continue in full force and effect.

(f) The headings contained herein are for reference only and are not intended to influence the interpretation of any provision.

(g) This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, Portable Document Format ("PDF"), Joint Photographic Experts Group ("JPG"), Tag Image File Format ("TIFF"), or electronic signature shall be treated as if it had been delivered containing an original signature of the party whose signature appears in the facsimile, PDF, JPG, TIFF or electronic signature and shall be binding upon that party in the same manner as though an original signed copy had been delivered.

(h) With respect to any claims or liabilities which arise out of activities within the scope of Performer's duties under this Agreement, to the extent Producer maintains such coverage, then Performer shall be (i) covered as an insured under Producer's general liability insurance policy; (ii) named as an insured under Producer's E & O policy, or, in the event that Performer is employed through a "Lender," as such term is defined herein, Lender shall be covered as an additional insured under such general liability and E&O policies; and (iii) covered under Producer's worker's compensation policy. The foregoing will not be construed so as to limit or otherwise affect any obligation, representation, warranty, or agreement of Performer hereunder. Producer and Performer agree that upon the presentation of any claim or the institution of any action involving a breach of warranty, the party receiving notice thereof will promptly notify the other party with respect thereto.

(i) Producer shall have the sole authority to regulate all activities on set. Performer shall not have the right to bring any individual on set or to photograph or videotape any sets, individuals, or activities on set without Producer's prior written consent in each instance. The copyright in any pictures taken or interviews given shall be owned by Producer.

(j) (1) Producer shall have the right to simulate Performer voice, appearance, acts, poses, performance, and all instrumental, musical and other sound effects to be performed by Performer in and in connection with the Pilot/Series or any part thereof or in any advertising, publicizing or exploitation thereof:

(i) when necessary to expeditiously meet the requirements of foreign exhibition;

(ii) when necessary to expeditiously meet censorship requirements, foreign or domestic;

(iii) when, in the opinion of the Producer, the failure to use a double for the performance of hazardous acts might result in physical injury to Performer;

(iv) when Performer is not available; and

(v) when Performer fails or is unable to meet certain requirements of the role, such as, singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that in Producer's opinion possessed by Performer.

(2) On condition that Performer completes all services required hereunder and Performer is not in default hereof, provided such dubbing is under the authority of Producer, Performer shall have the first opportunity to perform dubbing services in the English language without additional compensation payable to Performer or additional expense incurred by Producer. If Performer is unavailable to perform such dubbing services at such times and places as required by Producer after reasonable advance notice (and immediate availability after notice shall be deemed reasonable if the exigencies so require), such dubbing right shall be deemed waived by Performer.

(k) Remuneration: Performer acknowledges that the compensation payable under this Agreement, including without limitation any fixed and/or contingent compensation (including any one-time payments) and/or payments under any applicable collective bargaining agreements, constitutes a worldwide buyout of all of Performer's Property Rights (as defined below) in perpetuity, and constitutes adequate, appropriate, proportionate, proportional and equitable remuneration sufficient to satisfy any and all legal requirements under any laws applicable thereto, including as may be required for the assignment and exploitation of all such rights (and any other rights to which Performer is or may become entitled that are non-assignable) by Producer and its licensees and assignees in perpetuity. Performer hereby irrevocably grants to Producer all consents and/or waivers which may be required with respect to use of the material on which the Pilot/Series will be based, the rights granted hereunder, the Pilot/Series, or any component thereof, to enable Producer to use and authorize the use of the Performer's services under this Agreement and the results and proceeds thereof to the fullest extent possible and in any jurisdiction throughout the world by any means and in all media now known or hereafter devised in perpetuity, irrespective of whether or not Producer exploits such results and proceeds, and for which no additional remuneration shall be required at any time hereafter. Without limiting the foregoing:

(i) Performer hereby irrevocably grant to Producer the right, throughout the world in perpetuity, to collect and retain for Producer's own account, all amounts payable as compensation for Performer's Property Rights, including, without limitation, with respect to statutory remuneration rights (e.g., rental and lending rights or similar rights), or through tax or levy, through a collective management organization or otherwise, and irrevocably direct any collective management organizations or other persons or entities receiving such amounts to pay them to Producer. Performer shall cooperate fully with Producer in connection with the collection and payment to Producer of such compensation. Performer agrees on Performer's own behalf and on behalf of each of Performer's respective heirs, executors, administrators and assigns, not to institute, support, maintain or authorize, directly or indirectly, any litigation or proceedings instituted or maintained on the ground that Producer's or its licensees', assignees' or designees' exercise of the Rights granted Producer in the Pilot/Series in any way constitutes an infringement or violation of any of the foregoing rights. "Performer's Property Rights" means Performer's rights to authorize or prohibit (1) the making of copies of any kind of a recording or other fixation of any kind (including, without limitation, audio, visual, and audiovisual) of the whole or a substantial part of the material on which the Pilot/Series will be based, the Pilot/Series, or any component thereof; (2) the issuing or distribution of copies of such a fixation to the public, including any communication thereof to the public whether via so-called "direct

injection” transmission or via retransmission or otherwise; (3) the making available of such a fixation to the public in such a way that members of the public may access it from a place and at a time chosen by them; (4) the rental or lending of copies of such a fixation to the public; (5) public performance of such a fixation; and (6) all other rights to which Performer is or may become entitled with respect to the exploitation and the results and proceeds of Performer’s services under any laws.

(ii) Performer acknowledges that the “Fair Remuneration Principles” (as defined below) do not apply to the material on which the Pilot/Series will be based or to the exploitation of the rights granted hereunder. However, if any court or competent authority should finally determine that the Fair Remuneration Principles do so apply, then to the fullest extent not expressly prohibited thereunder, (x) Performer waives any and all rights they may have to receive reporting in connection with the exploitation of the Pilot/Series under the Fair Remuneration Principles; (y) any reporting Producer may provide to an applicable guild, union or other organization (e.g., via a collective bargaining agreement or collective management organization) shall be deemed to satisfy all such reporting requirements (if any), and no further reporting shall be required; and (z) in the event Performer receives any reporting in connection with the Pilot/Series by any means, Performer agrees to keep all such reporting (including without limitation the information contained therein) strictly confidential and agree not to circulate, publish and/or disclose any such reporting and/or information to any third party. Notwithstanding the foregoing subparagraph (z), Performer may disclose such reporting in connection with the exploitation of the Pilot/Series only as follows: (A) to qualified professional advisors engaged by Performer to advise Performer on the interpretation of such reporting and who, prior to such disclosure, agree in a written document executed by such advisors to keep such reporting (including without limitation the information contained therein) confidential on terms no less restrictive than those set forth herein, it being understood that any breach of such confidentiality obligations by any such advisor (including disclosure to any third party) shall be deemed to be a material breach of this Agreement by Performer; and (B) where legally compelled to do so by order or process of a court or tribunal of competent jurisdiction, provided Performer shall promptly notify Producer upon learning of such obligation (including in advance of disclosure where permissible) and shall seek confidential treatment of such reporting (including without limitation the information contained therein) to the fullest extent permitted by law (including fully cooperating with Producer in obtaining a protective order).

As used in this Paragraph 28(k), “laws” shall mean any and all present and future applicable directives, legislations, regulations, rules or other laws, and amendments or re-enactments thereof, in any jurisdiction throughout the world, including without limitation any “Fair Remuneration Principles”. “Fair Remuneration Principles” means any European Union Directive (e.g., Chapter 3 of Title IV of European Union Directive 2019/790) or legislation or regulation enacted by member states of the European Union to implement the European Union Directive as well as any similar present and future directive, legislation, regulation, rule or other law in any jurisdiction throughout the world which provides for authors’ or performers’ entitlement to receive appropriate and proportionate (or, where applicable, proportional) remuneration for the exploitation of the work in which their services are incorporated and/or to receive regular reporting on the exploitation of such work and/or to claim additional remuneration and/or to revoke their license or transfer of rights and/or any other similar rights.

(l) Performer agrees that: (a) neither Performer, nor any person(s) or entity(ies) owning or controlling (whether individually or collectively) 50% or more of Lender (is Performer is engaged through a loanout entity) is a person sanctioned by any applicable sanctions laws (a “Sanctioned Person”), including those administered by the U.S. Office of Foreign Assets Control (OFAC); (b) it will comply with applicable laws and regulations relating to sanctions, anti-bribery and anti-corruption including but not limited to OFAC, the UK Office of Financial Sanctions Implementation (OFSI), the UK Bribery Act (UKBA) and the U.S. Foreign Corrupt Practices Act of 1977 (FCPA); (c) it is aware of Producer’s Business Partner Statement of Ethics available at [www.policiesontheset.com](http://www.policiesontheset.com); and (d) it will promptly notify Producer (i) if it becomes a Sanctioned Person (whether directly or because of 50% or more ownership by one or more Sanctioned Persons), or (ii) of any allegation or investigation of bribery, corruption, fraud or unlawful

practices made against [Counterparty] in court, arbitration or administrative proceedings, or if any investigation is commenced which could have material adverse effect in the course of performing Services.