

SAG-AFTRA SERIES TEST OPTION PERFORMER AGREEMENT

"Sesame Street Season 50"

Dated as of _____

Producer: Sesame Workshop
(**"Producer"**)

1900 Broadway
New York, NY
10023

Attention: _____
Email: _____
Telephone: _____

Child's Name: _____ (**"Performer"**)

Loan Out Co.: _____

Date of Birth: _____

SAG-AFTRA#: _____

c/o: _____

Email: _____

Telephone: _____

Role: "kid interviewee" (the **"Role"**)

Copy to:

Attention: Taska Carrigan
Email: taska.carrigan@sesame.org
Telephone: 212-875-6762

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **CONDITIONS PRECEDENT:** All of Producer's obligations under this section are expressly conditioned upon, and subject to, Performer not being in breach or otherwise in default under this Agreement, and (i) Producer's receipt from exhibitor of an unconditional greenlight to proceed with production; (ii) if required, Performer providing satisfactory evidence of applicable labor permits and other documentation as may be required to permit Performer to render services in the U.S.A. (to be procured by Performer at Performer's sole cost); (iii) Performer delivering to Producer 4 executed originals of this Agreement; and (iv) Performer delivering to Producer any and all documentation required by Producer's payroll company (including, a copy of the Articles of Incorporation of Performer's loan-out corporation, if applicable).

2. **GUILD:** All services hereunder shall be governed by the SAG-AFTRA - Sesame Workshop Agreement (the **"SAG-AFTRA Agreement"** and/or **"Guild Agreement"**).

3. **TEST:**

(a) Performer agrees to test and to perform artistic and professional services as required by Producer, in a test or tests (the **"Test"**) that may be live or recorded on film or tape (as determined by Producer), without compensation except as may be required by the Guild Agreement with respect to the Series (as defined below), on a date to be determined by Producer, but presently, tentatively scheduled to take place on **[TBD]** at a location to be determined by Producer, for the purpose of Producer evaluating Performer's suitability for a role or roles in a single episode of "Sesame Street" (the **"Series"**). In the event that Producer requires Performer to travel in connection with the Test, Producer will furnish Performer with travel and expenses in accordance with the minimum requirements set out in the Guild Agreement.

(b) In consideration of the above, Performer grants to Producer the exclusive, irrevocable option (the **"Test Option"**) to employ Performer in the Series episode, subject to the terms and conditions of this Agreement. The Test Option shall extend until 6 PM EST on June 6, 2019 and shall be exercisable by written notice to Performer given not later than the end of such period. If Producer does not exercise the Test Option with respect to the Series episode, this Agreement shall be of no further force or effect and neither Producer nor Performer shall have any further obligations in connection therewith.

(c) Performer represents and warrants to Producer that: (i) there is no existing obligation or disability, created by law or otherwise, which would prevent or restrict Performer from granting this Test Option; and (ii) Performer does not now have, nor will Performer enter into, any contractual commitment under which any person, firm, corporation, or other entity may have, or claim to have, any right to preempt Producer from engaging Performer's services as set forth in this Agreement, or to otherwise assert its priority to the use of Performer's services to be rendered for Producer under the terms and conditions set forth therein.

4. **SERVICES:** If the Test Option is exercised, Performer's services for principal photography shall commence on or about **June 6, 2019**, subject to change by Producer. Performer shall be available for pre-production activities on such date(s) as Producer may designate prior to commencement of principal photography. For the compensation payable hereunder, Producer shall be entitled to the following services of Performer for each applicable episode: All days required for travel time, pre-production services (e.g., rehearsals, wardrobe, make-up, etc.), principal photography services, and post-production services (e.g., retakes, ADR, looping, blue screen, etc.), which post-production days may be consecutive or non-consecutive to each other or to principal photography (if non-consecutive to principal photography, subject to Performer's prior professional availability), and publicity services as reasonably required by Producer and the exhibitors (all of the foregoing collectively referred to hereafter as the "**Guaranteed Services**"). Principal photography for the Series is intended to be in **Washington, DC** and surrounding areas, and/or such other locations as Producer may determine.

5. **SERIES COMPENSATION; WORK TIME:**

(a) If the Test Option is exercised by Producer, in full consideration for all Guaranteed Services and all rights granted and to be granted to Producer hereunder, Producer shall pay to Performer an episodic fee at the rate of US \$ **377.43** per produced episode of the Series (the "Episode Rate").

(b) The Episode Rate herein entitles Producer to the following: i. ten (10) plays over one (1) year on Home Box Office "HBO", which includes all linear platforms (a play on HBO is unlimited exhibitions in a twenty-four (24) hour period).

(c) For clarity, any additional compensation owing over and above the Episode Rate for any and all uses of the Series shall be calculated pursuant to the applicable minimums set out in the Guild Agreement.

(d) Performer's accrued compensation shall be payable bi-weekly, 2 weeks in arrears, on Producer's regular payday. All compensation shall be payable by check to Performer and, if applicable, forwarded to the agent's attention at the address on the first page of this Agreement.

(e) Without additional payment, Producer may also average workdays and intermingle Performer's services among Series episodes. The parties acknowledge and agree that Performer shall not be entitled to additional compensation for inclusion of a performance, interview, or appearance in a "making of" and/or "behind-the scenes" films in connection with the Series.

6. **CREDIT:** Any credit to be accorded to Performer shall be at Producer's sole discretion, subject only to the Guild Agreement and exhibitor's restrictions/approvals. All other aspects of the credit shall be at Producer's sole discretion (including, without limitation, size and location), subject only to the Guild Agreement. No casual or inadvertent failure by Producer or the third-party licensee or exhibitor of the Series to provide credit as set forth herein shall be deemed a breach of this Agreement. In the event of a failure to provide credit as provided herein, Performer agrees that Performer's rights, if any, shall be limited to the right to recover damages, if any, in an action at law, and Performer hereby voluntarily waives and relinquishes any and all equitable relief in connection therewith. In the event of a failure to accord proper credit and, upon receipt of written notice from Performer, Producer shall take such steps as are actually feasible and commercially reasonable, if not unduly expensive, to correct or cause to be corrected such failure on a prospective basis only; provided, however, that Producer shall not be required to replace or stop using any existing prints or other materials.

7. **MORALS:** If Performer should prior to or during the term hereof or thereafter fail, refuse or neglect to govern Performer's conduct with due regard to social conventions and public morals, or commit any act which brings Performer into public disrepute or reflects unfavorably on Performer or Producer or any of Producer's partners, funders, licensees or exhibitors (whether through a direct relationship or through the relationship of any of its partners, funders, licensees, or exhibitors), then Producer may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein, terminate this Agreement at any time after the occurrence of any such event, and further, Producer may, with or without terminating this Agreement, delete any credit theretofore given Performer, if any, in connection with the Production/the Series and may thereafter disregard any credit obligations of this Agreement.

8. **PUBLICITY / PROMOTIONAL SERVICES:** Without any additional compensation (unless prohibited under the Guild Agreement, in which case, such services shall be payable at the minimum applicable rate therefor), at Producer's or exhibitor's request, Performer shall make a reasonable number of non-performing personal appearances and publicity tours (collectively, the "**Promotional Services**"), and shall perform a number of promotional activities and will cooperate fully with Producer and all exhibitors (and any subsidiary or affiliate thereof) of the Series and other third parties to promote and publicize the Series, subject to Performer's prior professional availability (provided that Performer shall use good faith efforts to be available when, as, and where reasonably required by Producer and/or exhibitor).

9. **EXCLUSIVITY:**

Performer shall be completely exclusive to Producer during the period while rendering the Guaranteed Services for the episode of the Series.

Performer shall notify Producer and exhibitor (and allow Producer and exhibitor an opportunity to pre-approve) of any pre-existing sponsorship, endorsement or commercial arrangements in place between Performer and any commercial product or service, provided that no renewals or extensions of pre-existing commitments shall be made without Producer's and exhibitor's consent, in each instance.

10. **CONFIDENTIAL INFORMATION.** Performer shall not release to any third party by any means (including, without limitation, by posting or referring to such information on websites, blogs or any social media outlets) (i) any portion or element of the Series in whatever form, manner or state of being (including, but not limited to, stills, dialogue, clips or trailers, the script, the plot, or any elements thereof, any set design, props or effects, or activities of the cast and crew), (ii) any terms or conditions of this Agreement, including Performer's engagement on the Series (prior to the earlier of Producer's issuing of a press release in connection with Performer's engagement on the Series and the initial public broadcast of the first episode in which Performer appears), or (iii) or any other confidential or proprietary information owned or controlled by Producer or its affiliates, whether or not labeled or otherwise identified as "confidential," or reduced to a tangible medium (including, but not limited to, any agreements, writings, artwork, drawings, stories, scripts, character designs, plots, pencils, templates, photographic, graphic or computer-generated material or the like, research and development materials, procedures, marketing and/or development plans), whether relating to the Series or otherwise (collectively "**Confidential Information**"), without the prior, express, written authorization of the Producer, or its designated representative. Performer acknowledges and agrees that the Confidential Information derives independent economic value from not being generally known to the public or to other persons who could obtain economic value from its disclosure or use. Performer acknowledges and agrees that the use of cameras and all personal photography at the studio or location or of cast is strictly prohibited. Performer acknowledges that any disclosure by Performer with respect to the Confidential Information to any individual or representative of any company/entity that has not previously signed a non-disclosure agreement (in a form provided by Producer), or other breach by Performer of this Agreement will cause irreparable injury to Producer, not readily measurable in money, and for which Producer, without waiving any other rights or remedies, shall be entitled to injunctive relief. In connection with this Paragraph 14, at Producer's request, Performer shall execute and deliver to Producer a standard confidentiality agreement.

11. **REPRESENTATIONS AND WARRANTIES:** Performer hereby represents and warrants as follows:

- (a) Performer is free to enter into this Agreement, provide their services to Producer upon the terms and conditions set forth in this Agreement, to make the representations and warranties contained herein and to grant the rights granted herein;
- (b) Performer is not knowingly subject to any obligation or disability which will prevent or materially interfere with the full completion and performance of all of the obligations and conditions to be kept and performed by Performer under this Agreement;
- (c) Performer has not made nor will knowingly make any grant or assignment which will conflict with or impair the complete enjoyment of the rights and privileges granted to Producer under this Agreement;
- (d) Performer is a member in good standing of SAG-AFTRA or shall make application for membership on or before the thirtieth (30th) day following the later of: (i) the commencement of Performer's engagement hereunder, and (ii) the date of execution of this Agreement, and shall thereafter maintain such membership in good standing as a condition of continued employment hereunder; and
- (e) all material composed, created or provided by Performer hereunder shall be original with Performer and shall not infringe upon or violate the privacy of, or constitute a libel or slander against, or violate any common law statutory right or any other right of any person, firm, or corporation;
- (f) Performer has obtained and will maintain at all times during the Term any and all work permits, immigration clearances and guild clearances necessary to enable Performer to perform Performer's services hereunder;
- (g) other than payment of any pension, health and welfare required under the applicable guild, which Producer will pay on Performer's behalf, Performer agrees to discharge all obligations of an employer including, but not limited to, making or causing to be made when due all payments of compensation which may be required to be remitted to Performer and making such deductions and withholdings from and payments on account of such compensation (including, without limitation, all payments of taxes and other contributions which may arise out of the services to be rendered by Performer hereunder) as are required or permitted to be deducted and withheld from or paid on account of compensation paid to an employee under the provisions or mandate of any governmental or administrative law, statute, regulation or authority or any applicable union agreement, and to otherwise fulfill all obligations of an employer with respect to the services of Performer, including, without limitation, the payment of all sums and the timely filing of all reports and returns which are required by any governmental, union or other applicable authority. Performer agrees to indemnify and hold Producer, its parents, affiliates, subsidiaries, employees, directors, officers, agents, licensees, successors and assigns harmless with respect to the making of any and all such deductions, withholdings and payments and all liabilities, assessments, interest, penalties, damages and costs incurred in connection with a breach thereof or with the fulfilling of any other obligations of an employer; and
- (h) If the Series is produced pursuant to a production incentive program (including, but not limited to a tax credit/rebate) (the "**Production Incentive**"), Performer irrevocably agrees to do all acts requested by Producer, including, but not limited to, prompt registration of loan-out company to conduct business jurisdiction) and authorized Producer to withhold any applicable taxes on Performer's fees for services in connection with such Production Incentive.

12. **POLICIES / PAYOLA:**

(a) Performer acknowledges and agrees that Performer's services hereunder shall, at all times, be governed by and in accordance with Producer's standard policies (including, without limitation, the code of conduct), which can be found at: sesame.org/policies, and any other policies (including any security policies) that Producer may provide to Performer from time to time (and as may be amended from time to time) (collectively, the "**Policies**"), which Policies shall be incorporated herein by this reference. Further, it is understood and acknowledged that certain /exhibitors require background checks on all individuals who work directly with minors on productions that such exhibitors license from Producer. In such regard, in the event that the Producer is required to comply with such a requirement in order to satisfy its obligations under any broadcast/distribution agreement, Performer agrees to sign and deliver to the Producer a "Consent to Disclosure of Personal Information" Form, in a form provided by Producer. By signing this form, Performer will have given its consent to the performance of a background check by an independent investigator who will provide its report to the Producer.

(b) Except as set forth herein, Performer will not accept any money, service, or other valuable consideration for the inclusion of any product, service, or other material in the Series (i.e., no payola, no plugola) and shall comply with all provincial, state and federal laws and regulations pertaining to the production, duplication, distribution and broadcast / exploitation of the Series in the United States (and specifically, Performer shall comply with the laws of the United States pertaining thereto such as the *Communications Act of 1934*, as amended, and all applicable rules and regulations of the Federal Communications Commission (the "**FCC**") (including, without limitation, Sections 317 and 508 of the *Communications Act* and Section 73.1212 of FCC rules and regulations concerning payola and plugola)).

13. **NOTICES:** All notices from Producer to Performer hereunder may be given orally or in writing to the addresses set out on the first page of this Agreement. If written notice is given, such notice shall be addressed to Performer as provided on the first page of this Agreement (or at such other address as Performer or Performer's representative may from time to time designate hereafter by written notice given in accordance herewith) and delivered personally or by telefax or mail (deposited with the United States postal service, postage fully prepaid). Notice shall be deemed effective, on the date delivered, if personally delivered, on the date transmitted, if telefaxed and completion of such transmission is confirmed, or on the date which is 3 days after deposit, if mailed. Performer agrees that Performer shall, at all times during the Term, make Producer aware of Performer's location for all purposes, including notification pursuant to this Paragraph. All notices from Performer to Producer hereunder must be given in writing only, addressed to Producer as provided on the first page of this Agreement (or at such other address as may be designated hereafter by written notice given in accordance herewith) and shall be delivered, and shall be deemed effective, in the same manner as that provided for written notices from Producer. If the date for providing any notice pursuant to this Agreement falls on a Saturday, Sunday, national holiday or any other day on which Producer is not open for regular business hours, then the date for providing such notice shall be automatically extended through the next regular business day for Producer.

14. **LOAN OUT CORPORATION:** In the event that Performer's services are being furnished to Producer through a loan-out company (the "**Lender**"), Lender represents and warrants that Lender is, or will become prior to Lender receiving any payments hereunder (provided that before Lender is substituted for Performer, Lender/Performer shall sign an inducement letter or loan-out conversion instrument in a form acceptable to Producer), and has been for more than thirty (30) days prior to the date of this Agreement, a corporation duly organized and existing under the laws of Lender's state or country of incorporation; that Lender is a bona fide corporate business entity established for a valid business purpose within the meaning of the tax laws of the United States and not a mere sham, conduit, or agent for Performer; that Performer is under an exclusive written contract of employment with Lender for a term extending at least until the completion of all services required of Performer hereunder, which contract gives Lender the right to direct Performer as to when and how Performer performs Performer's services, and to loan or furnish the services of Performer to Producer, as herein provided. Lender further acknowledges that the foregoing representations and warranties will be relied upon by Producer for the purpose of determining whether or not it is necessary to make withholdings of U.S. Federal, State or local taxes from monies being paid to Lender hereunder, and Lender agrees that if withholdings are not made from said payments, and thereafter it is determined that such

withholdings were legally required, Lender and Performer will indemnify Producer against all loss, costs, damages and expenses relating thereto (including, but not limited to, penalties, interest and reasonable attorney's fees and costs in the defense and disposition of such matters). Notwithstanding the foregoing, Producer may make U.S. Federal, State or local tax withholdings if it is required by law. Notwithstanding anything to the contrary set forth above, Lender and Performer hereby warrant and represent that for the purposes of any applicable worker's compensation statutes (the "Statutes"): the employment relationship exists between Producer and Performer; Performer is Producer's special employee; and Lender is Performer's general employer (as the terms "special employee," "special employer" and "general employer" are understood for purposes of workers' compensation statutes). In this regard, Lender and Performer warrant and represent that: (a) any rights and remedies of Performer (or Performer's heirs, executors or administrators) against Producer (or Producer's principals, officers, agents and/or employees, including without limitation, any other special employee of Producer) by reason of any injury, illness, disability or death will be limited to those rights and remedies provided under the Statutes; (b) Producer (and its principals, officers, agents, and/or employees including, without limitation, any other special employee of Producer) shall have no obligation or liability to Lender (or Lender's principals, assignees, licensees, transferees or designees) by reason of harm to Performer; and (c) neither Lender nor Performer (or the successors in interest of either) shall assert any claim arising out of harm to Performer against any other entity which furnishes to Producer the services of any other special employee. Producer and Lender hereby make any election whatsoever necessary to render the Statutes applicable to our engagement of Lender and/or to Performer's services hereunder. Upon Producer's request, Lender agrees to execute such documents, to participate in such proceedings and otherwise to cooperate as Producer will deem necessary or desirable to obtain an order (in form satisfactory to Producer) signed by such judge approving all of the terms and conditions of this agreement pursuant to Section 35.03 of the New York Arts and Cultural Affairs Law (or, if Producer seeks such an order in another appropriate jurisdiction, pursuant to the applicable statutes and/or regulations in such jurisdiction). Without limiting the foregoing, Lender hereby agrees that Producer may petition the Supreme Court of the State of New York (or, court of other jurisdiction, as applicable) with respect to such application for approval. Lender further agrees to execute, upon Producer's request, documents requesting such Supreme Court of the State of New York (or other court as applicable) to place the financing aspects of this agreement under seal

15. **ENTIRE AGREEMENT:** This Agreement, together with Producer's Standard Terms and Conditions (the "**Standard Terms**") and the Sesame Street Rider (the "**Rider**") which are hereby deemed incorporated into and made a part of this Agreement, and any additional rider(s) and exhibit(s) attached hereto or to the Standard Terms, shall constitute the entire agreement and understanding between the parties relative to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous negotiations, proposed agreements and agreements, written or oral, if any. Performer acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warranty whatsoever (express or implied) not contained herein to induce Performer to execute this Agreement, and Performer further acknowledges that Performer has not executed this Agreement in reliance on any promise, representation or warranty not contained herein. This Agreement (including the Standard Terms and Rider any additional applicable rider(s) and/or exhibit(s) attached hereto or to the Standard Terms) may not be modified or supplemented except by a subsequent writing signed by all parties hereto. In the event of any direct conflict between a provision of the Standard Terms and any provision of the Agreement, the applicable provision in the Agreement shall control. Defined terms in the Agreement and in the Standard Terms and the Rider shall be deemed to have the same meanings (unless otherwise specified); provided, however, that terms defined in the Agreement that may be further defined in the Standard Terms and Rider shall be defined pursuant to the composite definition.

All other terms and conditions of this Agreement and Performer's services hereunder (including, without limitation, injunctive relief and Producer's rights of suspension and/or termination in the event of Default, Disability or Force Majeure) are set forth in the Standard Terms. In the event of any discrepancy between the provisions of this Agreement and the provisions of the Standard Terms, this Agreement shall govern.

ACCEPTED AND AGREED TO as of the date first written above:

Sesame Workshop

By: _____

Its: _____

[Name]
("Performer")

Parental Signature

The undersigneds, as the parent(s)/guardian(s) having legal custody of the above-named Performer, hereby give permission for Performer to enter into this Agreement. We have read the Agreement, understand the terms contained therein, and expressly agree to the use of Performer's name, voice, signature, photograph and likeness in the Series. We further affirm all representations and warranties made in this Agreement and guarantee the performance of this Agreement by Performer and will not revoke our consent.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

STANDARD TERMS AND CONDITIONS
(SERIES SERVICES)
AUDIO-VISUAL SERIES AGREEMENT

1. TERM.

A. Unless otherwise extended, the “**Term**” of this Agreement shall extend from the date hereof through the expiration of the Test Option or, if Producer exercises the Test Option, through the expiration of the last Contract Year for which Producer exercises a subsequent Annual Option. Upon Producer’s exercise of the Test Option, the “**First Contract Year**” shall mean that period of time commencing on the first day thereafter upon which Performer renders services pursuant to the Agreement in connection with an episode of the Series and continuing for a term of twelve (12) consecutive months. Subsequent “**Contract Year(s)**” (*i.e.* subject to Producer’s exercise of the applicable option, the Second Contract Year, Third Contract Year, etc.) shall mean the twelve (12) month period commencing upon the later of the expiration of the immediately preceding Contract Year and the commencement of Performer’s services in connection with the applicable subsequent Contract Year. Notwithstanding anything to the contrary set forth hereunder, Producer will have the right, at its sole election, to accelerate commencement of the Second or any subsequent Contract Year to any date during the preceding Contract Year (the “**Accelerated Commencement Date**”), thereby terminating such preceding Contract Year on the day before the Accelerated Commencement Date; and further provided that Producer will also have the right to extend any Contract Year if such extension is for the purpose of completing the order (including, but not limited to, any order of additional episodes during any such Contract Year) for production of the Series during such Contract Year. Any Contract Year which begins on an Accelerated Commencement Date will continue until the date upon which such Contract Year would normally terminate pursuant to the terms hereof in the absence of such acceleration, unless extended pursuant to any provision hereunder (*e.g.*, by reason of a Force Majeure event as defined herein). Any extension of a Contract Year will delay the commencement and, at Producer’s election, the termination of, any succeeding Contract Year by a period equal to the period of extension and will extend the date(s) by which Producer must exercise any options by a period equal to such period of extension.

B. The exercise of one or more options shall not be construed as an election to exercise any succeeding option. The Annual Option(s) shall be exercisable by the date specified in the Agreement for the then-applicable Contract Year. Producer may not exercise an option for any succeeding Contract Year(s) unless the option for the preceding Contract Year has been exercised. If any Annual Option is exercised by Producer, all of the terms and conditions of this Agreement shall be equally applicable to and shall govern the employment of Performer and the rights and obligations of the parties hereto during such Contract Year, except only as may otherwise be expressly provided in this Agreement. In the event that Producer’s customary production season is disrupted by events beyond the control of Producer, including, but not limited to, an event of Force Majeure and/or Performer’s Default (as these terms are defined herein), the date by which Producer may exercise any options for Performer’s services shall be extended by a period equal to the period of such disruption, plus 10 business days.

2. EMPLOYMENT. Subject to Producer’s exercise of the Test Option, for the First Contract Year and for any subsequent Contract Year for which Producer exercises its Annual Option(s), if any and as applicable, the following terms and conditions will be applicable to Performer’s employment by Producer:

A. Producer hereby employs Performer and Performer hereby agrees to render such services as Producer may require in connection with the Series and to act, portray, and perform the Role in episodes of the Series, on an exclusive basis as set forth in this Agreement. At Producer’s request, Performer shall render any and all services which Producer has the right to require under the Guild Agreement.

B. At Producer’s request, Performer shall appear at such place(s) designated by Producer for each applicable Contract Year for rehearsals, tests, photo sessions, makeup, and wardrobe. Performer agrees that no additional compensation shall be payable by Producer in connection therewith or in connection with any and all necessary travel days, and the starting date of the employment period shall not be accelerated thereby, except as required by the Guild Agreement.

C. Producer shall have the right to use Performer’s services, and the Results and Proceeds thereof (as such term is defined herein), for and in trailers and promotional announcements for the Series at such times and places as Producer designates, at Producer’s sole discretion. Such services shall not be subject to any additional compensation unless specifically required by the Guild Agreement, in which event Producer shall pay to Performer the minimum applicable compensation provided under the Guild Agreement, if any. Performer agrees that Producer shall have the right to utilize trailers in which Performer appears to promote an episode or episodes of the Series or the Series as a whole without payment of additional compensation. Producer shall have the right to use film clips, sound tracks, and portions of any

Series episode as a trailer or otherwise to promote the Series without payment of additional compensation to Performer (and, to the maximum extent permitted by the Guild Agreement, Performer expressly waives the right to receive any such payments if any are required thereunder).

D. Performer shall, upon Producer's request, render services and participate in the preparation and presentation of on- and off-camera commercial and non-commercial announcements in connection with the Series, including, but not limited to, so-called billboards, openings, closings, lead-ins, lead-outs, bridging lines, promotional announcements, co-promotional spots, institutional spots for the network(s) telecasting the Series, network affiliate spots, contest and sweepstakes spots, commercials for products and/or services based on the Series, public service announcements and musical signatures, and for publicity stills and gallery shoots, at such times and places as Producer designates, at Producer's sole discretion, and Producer shall have the right to use the Results and Proceeds thereof in any and all of the foregoing and in connection with any or all episode(s) of the Series, or the Series as a whole, whether or not Performer appears in the applicable episode. Performer's services in connection with the foregoing announcements shall not be subject to any additional compensation unless required by the Guild Agreement, in which event Performer shall be entitled to the applicable minimum rate required by the Guild Agreement. Performer grants to Producer the right to use excerpts, film clips and soundtracks from any of the material referenced in this Paragraph in connection with the promotion, publicizing or advertising of the Series, any product or service based on the Series and/or any episodes of the Series without payment of additional compensation to Performer unless additional compensation is required (and may not be waived by Performer) pursuant to the Guild Agreement, in which event Performer shall be entitled to the applicable minimum rate required by the Guild Agreement.

E. If Producer desires to make additions or changes, including, without limitation, retakes, changes, added scenes, transparencies, trick shots, process shots, sound track or other language versions, Performer shall, upon Producer's request, render such services as, when and where required and designated by Producer, subject only to any applicable provisions of the Guild Agreement. Performer's services pursuant to this subparagraph shall be rendered without additional compensation unless additional compensation is required by the Guild Agreement, in which event such additional compensation shall be paid in accordance with the applicable minimum(s) set forth therein for such services.

F. Performer agrees to comply with Producer's directions, requests, rules and regulations at all times, and agrees to perform services in a conscientious, Performer's, and efficient manner to the full limit of Performer's capabilities, as, when, and where designated by Producer and with regard to the careful, efficient, and economical operation of Producer's business activities. Producer's judgment shall be final in all matters, including, but not limited to, matters of Performer's taste and the importance and manner of performance of Performer's Role. Producer shall have sole discretion to produce the Series using film, tape or any other media or format (including, without limitation, live telecast), and may, from time to time, change from one manner of production to another. Producer and/or any exhibitor or sponsor of the Series, may open and answer mail addressed to Performer which is delivered to Producer or any such exhibitor or sponsor in connection with the Series, any episode of the Series and/or any services performed by Performer hereunder.

G. Performer agrees not to engage in any activity during the Term which, in Producer's opinion, may subject Performer to undue risk of injury or death, including, but not limited to, the racing of cars, motorcycles, boats, planes, and other vehicles, operation of a motorcycle at any time without the proper use of a helmet, flying in private planes, skydiving, driving under the influence of alcohol or drugs, use of controlled substances, etc.

H. Performer is aware and agrees that a material inducement for, and a condition of, Performer's employment hereunder has been, and shall continue to be, Performer's physical appearance, and that any change(s) or alteration(s) thereto may have an impact upon Producer's business, production activities and/or creative expression. In connection therewith, Performer agrees to consult with and obtain the written approval of Producer before changing or altering Performer's physical appearance in any manner (e.g., hair length, style or color, facial characteristics, weight, etc.). Any change or alteration in Performer's physical appearance not pre-approved by Producer in writing shall constitute a material breach by Performer, entitling Producer, in its sole discretion and without limitation to any and all other rights and remedies it may have, to terminate this Agreement or to suspend and/or extend this Agreement during the period of such changed or altered appearance as if such changed or altered appearance were an event of Force Majeure. In the event that permission is granted by Producer for Performer to alter Performer's physical appearance in connection with a role outside of the Series during a hiatus period, Performer shall return Performer's physical appearance to that last seen in connection with the Series no later than the date designated by Producer for Performer to re-commence services for the Series.

I. Performer shall not enter into any agreement or commitment on behalf of Producer. Any such attempt by Performer shall be deemed a material breach of this Agreement and Performer shall be fully liable for any and all costs and expenses incurred by Producer in connection therewith.

3. *Intentionally deleted.*

4. *Intentionally deleted.*

5. **WARDROBE.** Performer may be required or permitted to furnish Performer's own wearing apparel, subject to Producer's prior approval, for the portrayal of the Role, it being agreed, however, that Producer shall otherwise provide the same and Producer shall provide any so-called "character" or "period" costumes which may be required, if any. Any wardrobe, costumes, accessories or other articles paid for or furnished by Producer shall be returned promptly to Producer, in first class condition, at the completion of Performer's services for each Contract Year, as applicable, or earlier upon request by Producer to Performer.

6. **OWNERSHIP; RESULTS & PROCEEDS:** Performer's employment hereunder is as an "employee for hire" and the results and proceeds of Performer's services hereunder (the "**Results and Proceeds**") are a "work made for hire" specifically commissioned by Producer for use in an audiovisual work, with Producer as the sole "author" thereof within the meaning of the United States copyright laws. Performer hereby acknowledges that, as between Performer and Producer, all of the Results and Proceeds are the sole and exclusive property of Producer and that Producer is the sole and exclusive owner of the Series and all rights with respect thereto (collectively, the "**Rights**"), which shall include all rights in and to any and all material created by Performer, in whole or in part, in all languages, formats and media and all forms of exploitation, now known and later devised, throughout the universe, in perpetuity, including, without limitation, all trademarks and copyrights (and any and all renewals, revivals, resuscitations and extensions thereof), all rights in all forms of television (including, without limitation, free, syndication, network, digital, interactive, basic and/or pay cable television exhibition), theatrical and video exhibition (including, but not limited to, videocassettes, video games, video or laser discs and video on demand), Internet and on-line systems, and allied, ancillary and subsidiary rights therein. Included among such exclusive Rights (but not by way of limitation) are character, remake, prequel, sequel, theme park, stage play and spin-off rights, merchandising, licensing and publication rights, rights in and to the title, music, soundtrack album, and other sound recording right, any computer-assisted media (including, but not limited, to non-interactive and interactive electronic publication, media and multimedia rights, CD, CD-ROM, CD-I and similar disc systems, and game cartridges and any other devices) and the right to publicize, advertise and promote any and all of the foregoing. In addition, Producer shall have the right to change, modify, add to, subtract from and combine the Results and Proceeds, or any part thereof, with material furnished or created by others, in Producer's sole discretion, in order to exploit the Rights granted to Producer in this Agreement. Further, Producer shall be granted, in perpetuity, the continuing exclusive right to freely use the characters and characterizations contained in the Results and Proceeds. Notwithstanding the foregoing, Performer hereby assigns and/or grants to Producer, in consideration of the compensation provided hereunder, all rights including, but not limited to, all exclusive exploitation rights of every kind and nature, pursuant to copyright (including all renewals, revivals, resuscitations and extensions thereof), trademark and otherwise, and all neighboring rights (to the maximum extent permitted by law) in and to such Results and Proceeds. As between Producer and Performer, all rights to such Results and Proceeds shall be owned by Producer solely and exclusively, for the duration of the rights in each country, in all languages, formats and media, now known and later devised, throughout the universe. Performer is aware and hereby acknowledges that new rights to the Results and Proceeds may come into being and/or be recognized in the future, under the law and/or in equity (collectively the "**New Exploitation Rights**"), and Performer intends to, and does, hereby grant and convey to Producer any and all such New Exploitation Rights to the Results and Proceeds of Performer's services hereunder. Performer is also aware and does hereby acknowledge that new (or changed) (i) technology, (ii) uses, (iii) media, (iv) formats, (v) modes of transmission, and (vi) methods of distribution, dissemination, exhibition or performance (collectively, the "**New Exploitation Methods**") are being, and will inevitably continue to be, developed in the future which will offer new opportunities for exploiting the Results and Proceeds. Performer hereby grants and conveys to Producer any and all rights to such New Exploitation Methods with respect to the Results and Proceeds. Performer further agrees to execute any document Producer reasonably deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to Producer, including, without limitation, the New Exploitation Rights and any and all rights to the New Exploitation Methods. Performer further agrees that Performer will not seek (i) to challenge, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of Producer to exploit the Results and Proceeds by any means whatsoever, or (ii) to thwart, hinder or subvert the intent of the preceding grants and conveyances to Producer and/or the collection by Producer of any proceeds relating to the rights conveyed hereunder. Producer shall have no obligation to pay additional compensation to Performer or any third parties for any exploitation of the foregoing Rights except as specifically set forth in the Agreement, or as required by the Guild Agreement. To the full extent permitted by applicable law, Performer hereby

irrevocably assigns to Producer (or irrevocably waives, in the event such assignment is not permitted by law) any and all benefits of any provision of law known as “droit morale,” “moral rights of authors” or any similar or analogous law, regulation or decision in any country of the world and shall not institute, maintain or permit any action or suit on the ground that any exercise of the rights herein granted shall in any way constitute an infringement of any such right or is in any way a defamation or mutilation of the Results and Proceeds or any part thereof, or contains any unauthorized variation, alteration, modification, change or translation of the Results and Proceeds. It is further agreed that solely as between Producer and Performer, Producer shall own and control the copyright(s) to all of the Results and Proceeds and all versions, adaptations and derivative works based thereon. Performer acknowledges and agrees that the names and characters of the Role (including all distinctive characterizations) and the title of the Series belong exclusively to Producer and that Performer shall not have, or acquire, any right, title or interest therein and shall have no right to make any use thereof without the prior written consent of Producer. Producer expressly reserves all commercial tie-ups, merchandising rights and other rights in and to such names, characters and titles. As between Performer and Producer, Producer shall have the exclusive rights to collect any sums which may be payable by any exhibitor of the Series, or by any collecting society in any country throughout the world with respect to Performer’s services in the Series (including, but not limited to, any payable as “rental royalties” or “blank cassette royalties,” whether pursuant to the European Union directives or regulations or otherwise, or other similar payments). The expiration or termination of this Agreement for any reason shall not affect Producer’s ownership of the Results and Proceeds and of the rights granted herein by Performer, or alter any warranty, representation, covenant, or undertaking on the part of Performer (and, if applicable, Performer’s loan-out company) hereunder. Performer shall execute, verify, acknowledge and deliver to Producer any documents and do any other acts as may be reasonably required by Producer or its assignees or licensees to evidence, establish, maintain, protect, enforce, defend and/or effectuate any or all of Producer’s rights as set forth in the Agreement, and Performer hereby appoints Producer as attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, to execute any and all such documents which Performer fails to execute, and to do any and all such other acts that Performer fails to promptly do after reasonable request therefor. Producer shall furnish to Performer a copy of all such documents which Producer executes on Performer’s behalf provided, however, that any failure to do so shall not constitute a breach hereof by Producer. Notwithstanding the foregoing, if under any current or future copyright law of any jurisdiction, any of the rights granted by Performer to Producer hereunder are subject to a right of reversion or termination, Performer agrees to notify Producer in writing not less than 90 days (or other such period of time as may be permitted or designated by such law) prior to the date such potential reversion or termination may occur and to accord Producer a good faith right of first negotiation in connection therewith for 30 days from Producer’s receipt of such written notice and, if the parties fail to agree thereon, a good faith right of last refusal for 15 days from Producer’s receipt of the full description of any bona fide third-party offer Performer desires to accept, during which period of time Producer shall have the right to match such offer and thereupon retain copyright ownership. Performer acknowledges and agrees that the compensation payable pursuant to the Agreement constitutes the complete and sufficient consideration for all rights granted, assigned and licensed hereunder to Producer. Without limiting the foregoing, Performer hereby consents that Producer has the right to use, and grant others the right to use, the Results and Proceeds (including, but not limited to, any element of the Series featuring Performer, bloopers, outtakes, deleted scenes and unincorporated footage) in various programs and other formats, as determined by Producer in its sole discretion, in any and all media now known and hereafter devised, throughout the universe, including but not limited to consent to the use of excerpts in which Performer appears in compilation programs. The exercise of any or all of the foregoing rights by Producer shall be subject only to Performer’s contract right to receive the sum specified in this Agreement and to payment of such other minimum compensation to the extent necessary, if at all, to permit compliance with the Guild Agreement.

7. NAME, VOICE & LIKENESS; MERCHANDISING; RECORDS; PUBLISHING.

A. Producer shall have the right, in perpetuity and throughout the universe, to use, and to authorize others to use (in all media), Performer’s name, nickname, photograph, image, caricature, voice, actual or simulated likeness, attributes, biography and/or other personal identification (subject to any approval rights set out herein) (individually and collectively referred to herein as “**Performer’s Name and Likeness**”) in connection with the development, production, exhibition, advertising, promotion and/or other exploitation of the Series (including, without limitation, in billings and cast credits, or as the title or part of the title or opening or closing segments of episode(s) of the Series, whether or not Performer appears in the applicable episode(s)) and all subsidiary and ancillary rights of any nature relating to the Series and/or Producer and/or its parents, affiliates, subsidiaries, the parents, affiliates and subsidiaries of Producer’s licensees and assigns hereunder, if any, in connection with general corporate or institutional uses (e.g., trade shows, partnership marketing campaigns, promotions, financial prospectuses and/or annual reports), in connection with the Promotional Services, and in connection with products or services of exhibitors and its subsidiaries and any sponsors, exhibitors, network affiliates and tie-in partners, in any and all media, now known and hereafter devised, including, without limitation, trailers and promotional films and/or videos (including so-called “music videos”), “behind-the-scenes,” “making of,” “best of,” episodic recaps or other footage, interviews, excerpts from the Series, new footage shot in

connection with trailers or promotional films, featurettes, one-sheets, souvenir programs, press books, novelizations and other commercial publications, soundtrack recordings embodied in any form, now known and hereafter devised, including, without limitation, packaging therefor, in the publication or exploitation of music written or performed for the Series, song books, co-promotions, and merchandising of any nature; provided, however, that no such use shall constitute a direct personal endorsement of any without Performer's consent (other than with respect to the products / services of exhibitor and/or its subsidiaries). It is understood and agreed that use of the footage and key art from the Series in connection with commercial tie-ins and/or co-promotions is hereby pre-approved; provided that Performer shall not be depicted as directly endorsing the product or service that is the subject of such tie-in or co-promotion (other than with respect to the products / services of exhibitor and/or its subsidiaries). Neither the termination, suspension nor the expiration of this Agreement for any reason prior to the expiration of any license or agreement entered into by Producer pursuant to the terms of this Agreement, including, without limitation, merchandising licenses or agreements, shall affect the validity of any such license or agreement or Producer's right to enter into further licenses or agreements, and all such licenses or agreements shall remain in full force and effect pursuant to their respective terms.

B. Without limiting the generality of the foregoing in any respect, Performer irrevocably and perpetually grants to Producer the exclusive rights to use Performer's Name and Likeness in connection with merchandising and commercial tie-ins relating to the Series, any episode of the Series and/or the character(s) portrayed by Performer in the Series. As used in this Agreement, "**merchandising**" shall include, but not be limited to, use for product or service designations, front cover or jacket of printed publications, trademarks, service marks, trade names, dolls, toys, clothing, novelties, games, cut-outs, literary materials and/or publications of every kind and nature, comic books and strips, household goods, endorsements and testimonials.

C. In connection with phonograph records, Producer shall have and is hereby granted the exclusive right to use, and to license the use of Performer's voice and/or recorded performances from the soundtrack(s) of the Series on commercial sound recordings, including, but not limited to, soundtrack and compilation albums, and the exclusive right (but not the obligation) to use Performer's Name and Likeness on covers, jackets, and labels of sound recordings and albums embodying soundtrack(s) from episodes of the Series or music written for or performed in the Series, whether or not Performer's performance is included in such sound recording or albums, and in advertising and publicity therefor. If required by the Guild Agreement, Producer and Performer acknowledge and agree that the parties have separately bargained with respect to the foregoing rights and any compensation required to be paid to Performer therefor shall be the minimum compensation and/or rates required by the Guild Agreement, if any, for such rights and/or uses.

8. PUBLICITY. Neither Performer nor any of Performer's representatives shall, by means of press agents or publicity or advertising agencies employed, paid or utilized by Performer, or any other means, circulate, publish, or otherwise disseminate any news stories or articles, books, or other publicity (including, without limitation, the placement of trade ads) containing Performer's name, relating directly or indirectly to Performer's employment hereunder, the subject matter of this Agreement, the Series plot or story lines, other Series actors, or the services to be rendered by Performer or others in connection with the Series unless the same are first approved in writing by Producer's representative for publicity. Performer shall not acquire any right under this Agreement to use, and shall not use or permit the use of, the name of Producer or that of its successors or assigns, or of any exhibitor of the Series or any episode thereof, or the parent, subsidiary or affiliated entities of each of the foregoing. Notwithstanding the foregoing, Performer shall have the right to make incidental mention of Performer's services hereunder in personal and other publicity not relating to the Series; provided, however, that any such incidental mention is favorable. Performer agrees not to make any reference which is derogatory to the Series, Producer, exhibitor or any third-party licensee, other Series cast or crew members, or Producer's production methods. Performer shall have the right to employ a press representative of Performer's own selection at Performer's sole cost; provided however, that such press representative shall be subject to the foregoing restrictions and shall be required to coordinate all activities relating to Performer with Producer's representative for publicity purposes (which may be exhibitor or its subsidiaries). In the event of any dispute, the decision of Producer (or Producer's representative) shall be final. In the event Performer elects to engage a press representative, Performer shall have the obligation to notify Performer's press representative of the provisions of this Paragraph and failure of Performer's press representative to abide by such provisions may be deemed by Producer to be a material breach of this Agreement by Performer. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE. Producer may, at Producer's sole election and expense, obtain life, health, or other insurance covering Performer for Producer's benefit, and such insurance may be taken in Producer's and/or Performer's name. Producer shall own such insurance and the cash values and proceeds thereof. In connection therewith, Performer agrees to undergo any required examinations, and to correctly and promptly prepare, sign, and deliver any required applications, authorizations, or other documents. Failure to timely complete such examination(s) as provided above shall constitute a

material breach hereof, entitling Producer to terminate this Agreement with no further obligations to Performer. Performer warrants and represents that Performer shall observe all terms and conditions necessary to continue such insurance in effect and shall not engage in any hazardous activities likely to result in harm to Performer during the Term. Performer warrants and represents that Performer is in good health and has no condition or disability that would prevent Producer from obtaining insurance at premium rates normal to Performer's age and gender, without any unusual exclusions or limitations. Performer agrees that, in the event Producer is unable to obtain such insurance, or in the event that Performer fails to observe all terms and conditions necessary to maintain such insurance once in effect, Producer shall be entitled to terminate this Agreement without further obligation to Performer. If Performer (or Performer's representative, on behalf of Performer) claims to be ill or disabled, for insurance or any other purposes, Producer may, at any time prior to the completion of all of Performer's services required hereunder, have Performer examined by one or more physicians of Producer's choice, and Performer shall be immediately available for and submit to any requested examinations and/or tests, and shall otherwise comply with all reasonable requests hereunder. Performer shall have the right to have an additional physician of Performer's selection attend any examination hereunder, at Performer's sole cost; provided, however, that such election shall not interfere in any manner with the production schedule of the Series.

10. GUILD AGREEMENT. This Agreement is subject to all applicable provisions of the Guild Agreement. To the extent that any provision of this Agreement conflicts with the mandatory provisions of the Guild Agreement, the provisions of the Guild Agreement shall prevail; provided, however, that in such event, the Agreement shall be limited only to the extent necessary to permit compliance with the minimum mandatory terms and conditions of the Guild Agreement. Producer shall be entitled to the maximum benefits and shall be deemed to have the maximum rights provided in the Guild Agreement. If, during the Term, Performer's compensation is increased (pursuant to the terms of this Agreement or otherwise) to equal or exceed any "money breaks" set forth in the Guild Agreement, Producer shall then be automatically entitled to the maximum benefits derived therefrom. Notwithstanding anything to the contrary contained in this Agreement, Producer shall have the right at any time to increase Performer's compensation and/or episodic guarantee as provided hereunder in order to preserve or become entitled to the maximum benefits of the Guild Agreement and/or the terms of this Agreement, for such increased compensation and/or episodic guarantee. To the extent required, Performer shall be, or shall become, and shall remain a member of SAG-AFTRA, in good standing, at Performer's sole cost and expense, for the duration of Performer's services hereunder. Producer shall pay directly to SAG-AFTRA's health, pension and welfare funds all required pension, health and welfare contributions on account of Performer's employment hereunder and to make any deductions from Performer's compensation as required by the Guild Agreement; provided, however, that in the event Performer's services hereunder are rendered as an employee of a loan-out company, then Performer and such loan-out company agree that Producer shall not be required to make any payment pursuant to this Paragraph which exceeds the amount which Producer would have been required to make had Producer employed Performer directly. Further, Producer shall have the right to deduct and withhold from any sum payable to Performer hereunder any amounts required to be deducted and withheld under the provisions of any statute, regulation, ordinance, order and any and all amendments hereto heretofore or hereafter enacted requiring the withholding or deduction of compensation.

11. SATISFACTION OF OBLIGATION. Producer shall have no obligation to utilize Performer's services hereunder or to produce, complete, release, distribute, advertise, or exploit the Series or any episode thereof. Provided Performer is not in breach of this Agreement, and is ready, willing, and able to provide all required services hereunder, nothing in this Paragraph shall relieve Producer of its obligation to pay to Performer the compensation set forth for the minimum number of Series episodes to be produced during any Contract Year for which Producer exercises its option, unless Producer's obligation in connection therewith is suspended or terminated pursuant to any of the other provisions of this Agreement (including, but not limited to, the provisions concerning death, disability, default, force majeure, cancellation of the Series, etc.).

12. REMEDIES. No breach of Producer's obligations under this Agreement shall entitle Performer to equitable remedies, including, without limitation, injunctive relief. Performer agrees that Performer's rights are limited to the right, if any, to obtain damages in an action at law. Performer further agrees that in no event shall Performer be entitled by reason of any such breach to terminate this Agreement or to enjoin or restrain the distribution or exhibition of the Series or any Series' episode, or any advertising or publicity in connection therewith. Performer agrees that the services provided and to be provided under this Agreement and the rights granted in connection with such services are of a special, unique, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by Performer of any provision of this Agreement will cause Producer irreparable injury and damage. Performer expressly agrees that Producer shall, in addition to any other rights which Producer may have to damages or otherwise, be entitled to seek and obtain injunctive relief and other equitable relief to restrain, enjoin, or prevent Performer's breach of any obligation hereunder. Pursuit by Producer of one remedy shall not be construed as a waiver of any other remedy. No waiver by Producer of the

nonperformance or breach of any term, condition, or obligation to be performed by or binding upon Performer shall be a waiver of any subsequent nonperformance or breach of the same or any other term, condition, or obligation.

13. (B) INDEMNIFICATION

A. Performer shall at all times indemnify and hold harmless Producer, Producer's parents, subsidiaries, affiliates, licensees and assigns and each of their respective officers, directors, shareholders, employees, agents and representatives, any cable operators, networks, and/or third party exhibitors or licensees broadcasting, telecasting and/or exploiting the Series, the sponsors, if any, their advertising agencies, if any, and any stations over which the Series is broadcast or telecast, from and against any and all claims, actions, judgments, liabilities, damages, costs and expenses, arising out of any breach by Performer of any warranty, representation or agreement made by Performer herein. Producer shall have the absolute right to control any and all litigation or other resolution of any claim, demand or action to which any indemnity under this Paragraph applies. Performer's obligations hereunder shall survive the expiration or earlier termination of this Agreement for any reason.

B. Producer assumes liability for, and shall indemnify, defend, protect, save and hold harmless Performer, and Performer's assigns and agents (the "Performer Indemnified Parties") from and against any claims, actions, losses, penalties, expenses or damages (including, without limitation, reasonable legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against any of the Performer Indemnified Parties arising out of (i) any breach by Producer of any representation, warranty or covenant made, or obligation assumed, by Producer pursuant to this Agreement, and (ii) any matter concerning or arising out of Producer's development, production, distribution, exhibition or any other exploitation of any portion of the Series and for elements thereof, except for such matters covered by Performer's indemnity set forth in subparagraph A, above. Producer's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

14. SUSPENSION; TERMINATION

A. Performer agrees that Producer may suspend Performer's services upon the occurrence and during the continuance of any of the following contingencies:

(1) Any default by Performer, which is defined as any failure, refusal, or neglect of Performer (other than by reason of Performer's Disability) to perform required services or to observe any obligation hereunder, including any declaration by Performer (or Performer's representative) of Performer's intention not to perform or observe any term, condition, or obligation of this Agreement, either generally or in specific terms; or any failure by Performer at any time(s) to confirm in writing, within 24 hours following Producer's request therefor, Performer's unconditional intention to perform fully all services and observe all duties and obligations under the Agreement (whether or not the time for any particular performance has actually arrived); or a breach under the Morals clause as set out herein (each, a "**Default**").

(2) Any disability of Performer, which is defined as an illness, physical or mental disability (including, without limitation, any impairment of Performer's voice, or alteration in Performer's facial or physical appearance), accident, or other cause that materially interferes or prevents Performer from rendering required services or observing any obligation of this Agreement and makes such failure to render services excusable at law ("**Disability**"). For clarification purposes only, any occurrence of an illness, physical or mental disability that interferes or prevents Performer from rendering required services resulting from Performer's use of alcohol, drugs or controlled substances shall be deemed an event of Default.

(3) Any event which prevents, or materially interrupts, Producer's production of the Series and/or any episode thereof, or Producer's use of Performer's services hereunder due to any law, regulation, executive or judicial order, judgment, act of God or of public enemy, action of the elements, fire, earthquake, accident, strike, riot, labor controversy, civil disturbance, condition of war (declared or undeclared), or by any other cause beyond Producer's control, or by reason of the death, illness or incapacity or otherwise the unavailability or failure of the showrunner, executive producer, producer, director, any other production personnel or any member of the cast of the Series to perform for any reason (including, without limitation, death, illness, incapacity, disfigurement, failure, refusal or neglect) (collectively, "**Force Majeure**"). If any such Force Majeure, Disability or Default should occur prior to the commencement of Performer's services, such commencement may be postponed by Producer from the date then (tentatively) scheduled for a period equal to the duration of such Force Majeure, Disability or Default plus such additional reasonable period of time as Producer may deem necessary under the circumstances to commence or recommence development or production of the Series. Producer may reduce the period of any such postponement in its own discretion upon notice thereof to Performer. Any suspension shall be for the duration of any such Force Majeure, Disability or Default plus such reasonable period of

time as may be deemed necessary by Producer to commence or recommence development or production of the Series and any episode(s) thereof and, unless Producer notifies Performer in writing to the contrary, Performer's services hereunder shall be automatically extended by such number of days as equal the total number of days of such suspension. A suspension hereunder shall not relieve Performer of any of Performer's obligations to perform hereunder. To the maximum extent permitted by the Guild Agreement, during any suspension, Performer shall not render any services for others or for him/herself in the field of entertainment. Payment of any compensation accrued and unpaid prior to the suspension shall be subject to all of Producer's rights and remedies (including the right of offset) for Performer's Default. Performer agrees that if Performer is suspended by reason of Default or Disability and if during this period of suspension Producer produces episodes of the Series which would otherwise have included Performer's performance, then the Minimum Guarantee under the Agreement shall be reduced proportionally for each episode so produced by Producer, in which Performer does not so appear. Notwithstanding the foregoing, if Performer appears in episodes produced during a suspension, the Minimum Guarantee shall not be reduced. Performer agrees that if by reason of a Force Majeure event, the third-party licensee reduces the number of episodes ordered for the then-current telecast season, Performer's Minimum Guarantee shall be reduced proportionally for each episode so reduced by the third-party licensee; subject, however, to the Guild Agreement restrictions on such reduction, if any.

B. Performer agrees that Producer may terminate Performer's services upon the occurrence and during the continuance of any of the following contingencies:

- (1) Upon the occurrence of a Default, or at any time during the continuance thereof, effective as of the date of the occurrence of the Default. Performer acknowledges and agrees that Performer shall have a one-time only period of 24 hours (or, if not during principal photography, then 48 hours) following receipt of notice of default in which to cure such Default and notify Producer in writing that the Default has been cured; provided that such Default is by reason of any inadvertent failure or neglect to perform and is capable of immediate cure. Further, Performer agrees to be fully and completely liable for any and all expenses or costs incurred by Producer in connection with such Default.
- (2) Upon the occurrence of a Disability if the Disability continues for a period of 3 consecutive days or any aggregate of 7 shooting days during the production period for any Contract Year, effective as of the last applicable date of the Disability.
- (3) Upon Performer's death or the occurrence of a Disability which is permanent or long-term.
- (4) By reason of a Force Majeure event if such Force Majeure event continues for a period of 7 consecutive days, or an aggregate of 14 days during any pre-production and production period for the Series, effective as of the date of the commencement of the Force Majeure cause.
- (5) By reason of "cause" or for any other legal justification.
- (5) Performer agrees that if the third-party licensee under its agreement with Producer has the right to and does terminate its order for the Series by reason of a Default or Disability of any of the principal stars, or by reason of a Force Majeure event, Producer may concurrently therewith terminate this Agreement.

If Producer terminates this Agreement in accordance with the provisions of this Paragraph, Producer shall be released and discharged from any liability or further obligation whatsoever to Performer hereunder; provided, however, that if Producer terminates this Agreement pursuant to this Paragraph for any reason other than Performer's Default, Performer shall be entitled to receive that portion of the compensation that has theretofore accrued and become payable to Performer pursuant to the Agreement for services rendered by Performer prior to the date of such termination. The representations and warranties and indemnification obligations of Performer hereunder shall survive any termination of this Agreement, and neither Producer's ownership of the Series nor any grant of rights to Producer hereunder shall be affected, limited or terminated in any way by any termination or cancellation of this Agreement for any reason.

15. ASSIGNMENT. Performer may not assign this Agreement or delegate Performer's obligations hereunder, in whole or in part, under any circumstances; provided, however, that Performer may assign the right to receive payment hereunder in accordance with the terms of this Agreement upon appropriate prior written notice to Producer in a form of payment instruction satisfactory to Producer. Performer agrees that Producer may assign, transfer and grant any and/or all of its rights, duties, and obligations hereunder, in whole or in part, to any individual firm, person, corporation, or other entity, without limitation, and this Agreement shall inure to the benefit of all such assignees and/or their respective successors and assigns.

16. AUTHORITY/COMPETENCY. Performer warrants and represents that Performer, and, if applicable, Performer's loan-out company, possess the authority to enter into this Agreement and grant to Producer the rights herein granted. In executing this Agreement, Performer acknowledges that Performer has consulted with and had the advice of counsel, and that Performer has executed this Agreement freely and voluntarily after independent investigation and without fraud, duress, or undue influence.

17. GENERAL.

A. Producer will be entitled to the maximum benefits and acquire the maximum rights provided for in the Guild Agreement, including without limitation, that Producer will be entitled to average days during each production cycle.

B. This Agreement and all matters or issues related thereto and to Performer's performance and obligations hereunder is made and entered into in the State of New York and Performer agrees that the Agreement shall in all respects be governed by the laws of New York, regardless of where actually executed or performed. Any judicial proceeding brought to interpret or enforce this Agreement shall be brought exclusively in the City of New York, NY.

C. Performer agrees that the language in all parts of this Agreement shall be construed in all cases as a whole according to its common meaning and not strictly for or against Performer or Producer. The headings or titles of paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of the Agreement nor are they intended to govern or aid in the construction of any provision hereof.

D. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required and the remaining portions of this Agreement shall be interpreted as if such portion(s) were so limited or excluded and shall be enforceable in accordance with its terms.

E. If the compensation provided for by the Agreement exceeds the amount permitted by any present or future law or governmental order or regulation, such stated compensation shall be reduced during the period in which such limitation is in effect, to the amount which is so permitted, and the payment of such reduced compensation by Producer shall be deemed to constitute full performance by Producer of its obligations respecting the payment of compensation hereunder.

F. Performer acknowledges that Performer is aware that there is or will be a contract between Producer and a third-party licensee which grants the third-party licensee certain rights which affect the cast (including Performer), stories, and other key elements of the Series, and further acknowledges that the agency representing Performer may also represent other talent on the Series or on other series produced by Producer or may represent Producer.

G. Except with respect to information publicly available, Performer agrees that any information obtained during the course of, or in connection with, Performer's employment hereunder concerning Producer and/or the Series exhibitor's business operations, strategies, future plans, financial affairs, or any other information concerning Producer, the Series' exhibitor and/or their respective parents, subsidiaries and/or affiliated companies, is confidential and proprietary and Performer will not disclose any such information to any third party, except as may be required pursuant to judicial or administrative proceedings.

H. Performer shall duly execute, acknowledge and deliver to Producer or cause to be executed, acknowledged and delivered to Producer, any and all assignments or instruments which Producer may deem necessary to carry out and effectuate the purposes and intent of this Agreement, including, without limitation, separate assignments of any rights granted by Performer in this Agreement. In the event Performer fails to execute any such instrument, Performer hereby irrevocably appoints Producer as Performer's attorney-in-fact, which appointment shall be deemed a power coupled with an interest, with full rights of substitution and delegation, to execute any such instruments in Performer's name and on Performer's behalf.

I. Nothing herein contained will constitute a partnership between or joint venture of Producer, on the one hand, and Performer (and Lender, if applicable), on the other hand, nor constitute either party the agent of the other. Neither party will hold itself out contrary to the terms of this Paragraph, nor will it become liable for the representation, act or omission of the other contrary to the provisions hereof.

J. Neither the expiration nor termination of this Agreement, or of Performer's services hereunder, shall diminish, impair, modify or otherwise affect any of the provisions hereof capable of surviving such expiration or termination,

including, without limitation, provisions respecting Producer's ownership of the Program and all elements thereof, the grant of rights to Producer in and to the Results and Proceeds of Performer's services hereunder, representations and warranties, indemnification, Performer's waiver of injunctive relief, and construction.

K. A facsimile signature on this Agreement shall have the same force and effect as if it were an original signature.

L. This Agreement may be executed in counterparts, and each counterpart shall be deemed an original, and all counterparts taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties.

M. This Agreement contains the entire understanding of Performer and Producer regarding the within subject matter. This Agreement may not be changed or modified nor may any provision hereof be waived, except in writing by the parties hereto.

END OF STANDARD TERMS

**SESAME WORKSHOP
SUPPLEMENTAL MARKET, CLIPS, FOREIGN USE
EDUCATIONAL USE AND PROMOTION RIDER
STANDARD AFTRA ENGAGEMENT CONTRACT**

Dated: _____

1. Performer agrees to permit the use of any excerpt, part, portion, segment, out takes and behind the scenes footage or version of any program, or edited version thereof or combination of program material in which he/she appears hereunder to be incorporated in a program for sale in the supplemental markets (DVDs, interactive media, internet, cable television, non-English speaking television exhibition and in-flight) as defined in the National AFTRA Public Television Agreement at such minimum scale fees as may from time to time be established in good faith negotiations between Sesame Workshop and AFTRA. For clarity, a DVD (formerly referred to as a videocassette), is any audio-visual device and/or audio only, including without limitation, interactive media content, or other similar or dissimilar audio-visual device now or hereafter known or devised, containing a program recorded on film, disc, tape or other material which may be used for exhibition on a home-type screen.
2. The performer agrees to permit the use of any excerpt, part, portion, segment, out takes and behind the scenes footage or version of any program, or edited version thereof or combination of program material in which he/she appears to be used in any manner and for any purpose for use including, but not limited to, public television, commercial broadcast television, cable television, interactive media, new media, phonorecords and games and any other media use now known or hereafter devised at such minimum scale fees, if any, as may from time to time be established in good faith negotiations between Sesame Workshop and SAG-AFTRA.
3. Performer agrees to permit the use of any excerpt, part, portion, segment, out takes and behind the scenes or version of any program, or edited version thereof or combination of program material in which he/she appears hereunder to be incorporated into foreign Sesame programs. For this purpose, each foreign-language series will be considered a single foreign series irrespective of the number of countries in which shown. Rights associated with the foreign Sesame program shall be for a period of seven (7) years after initial broadcast in the first foreign country of use.
4. Performer agrees to permit the use of any excerpt, part, portion, segment, out takes and behind the scenes or version of any program, or edited version thereof or combination of program material in which he/she appears hereunder to be used, for no additional compensation, in programs produced primarily for non-broadcast purposes in specialized, no-admission-charged audio-visual media such as community centers, clubs, libraries and similar venues.
5. Performer agrees that he/she may be required to record promotional announcements, without additional compensation, which promote the program or series for which the Performer is a series regular or is paid at least two hundred percent (200%) of the applicable minimum compensation. Such promotional announcements shall be recorded on a day the performer is otherwise working on the program or the series.
6. Performer agrees to permit the use of any excerpt, part, portion, segment, out takes and behind the scenes or version of any program, or edited version thereof or combination of program material in which he/she appears hereunder to be used in the then current series or from a prior series of such programs without additional payment, provided that such recorded performances shall be utilized only to supplement regular "live" performances on the program.
7. Until production is fully completed, Performer agrees to co-operate with Sesame and use his/her best efforts to make himself/herself available (although he/she may refuse) to do public appearances or promotional tours in furtherance of the Series and the aims and objectives of Sesame, and Sesame will pay all reasonable travel and living expenses in connection with those activities.

AGREED:

SESAME WORKSHOP

[Child's name]

By _____

Parent's signature]

By _____