

(privileged and confidential)

Dear Morya,

Thank you for your continued correspondence regarding the Freedom of Information request submitted to the Israel Broadcasting Corporation (KAN) concerning the license agreement and related amendments between KAN and Netflix.

We appreciate the opportunity to clarify our position and to provide further context regarding our objections to disclosure.

Confidentiality and Commercial Sensitivity

We wish to reiterate that the entirety of the agreement, including all deal terms, license fees, exclusivity, territory, and payment terms, is subject to a strict confidentiality clause (Section 7). This clause was a fundamental condition of the agreement, and both parties have relied on this confidentiality in the course of their business dealings.

Netflix has honoured the confidentiality of its agreements, both to comply with contractual obligations and to maintain the trust of its partners. Disclosure of the agreement, even in redacted form, would undermine these obligations and could cause significant commercial harm to Netflix. In particular, public release of our standard license form would negatively affect our competitive position in the market and jeopardise ongoing and future negotiations, not only with KAN but with other public and private entities.

Legal Grounds for Objection

We respectfully submit that disclosure of the agreement is exempt under the Israeli Freedom of Information Law, 1998, specifically:

Section 9(b)(6): The agreement contains trade secrets and commercially sensitive information, the disclosure of which would cause actual harm to Netflix's business interests.

Section 9(b)(7): The agreement was provided to KAN on the express condition of confidentiality, and disclosure would undermine the continued willingness of Netflix and similar entities to enter into commercial relationships with public bodies.

Section 9(a)(3): The agreement contains personal information, such as the names, email addresses, and signatures of authorised representatives of both parties. Disclosure of this information would constitute a violation of privacy under the Privacy Protection Law, 1981, and must be redacted.

Furthermore, we note that no public funds were expended by KAN in connection with this agreement; rather, Netflix paid KAN for the licensed rights. The absence of public expenditure further diminishes any public interest in disclosure. The public interest in the disclosure is also diminished due to the non-exclusive nature of the contractual relationship between Netflix and KAN.

We trust that this clarifies our position and respectfully request that KAN exercise its discretion under the applicable law to withhold the agreement in full from disclosure. Should you require any further information or wish to discuss this matter, we remain available.

Thank you for your attention to this matter.

Sincerely,

[REDACTED]

Netflix Business and Legal Affairs

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[REDACTED]

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