

DATE: 2019 October 15

## SERVICES CONTRACT

### BETWEEN:

BEIJING BRAIN JUICE LTD., whose registered office is at [REDACTED] Area, Chaoyang District, Beijing, and represented by [REDACTED] (hereinafter referred to as the "Service Provider"),

### AND:

ISRAEL PUBLIC BROADCASTING CORPORATION, whose registered office is at TEL AVIV and represented by Gennadi Murzik (hereinafter referred to as the "Client").

Client and the Service Provider hereinafter collectively referred to as the "Parties" or in individually as a "Party".

### DECLARE THAT:

- I. The Client is the Public Broadcast Corporation of the State of Israel and its core aim, as per this agreement, is to produce videos in both China and Israel.
- II. The Service Provider is a production company registered in the State Administration for Industry and Commerce in China, and its core aim as per this agreement, is to provide logistic and other services for Client.
- III. Further to the co-production agreement between the Client and the China Radio International (hereafter: "CRI"), the parties agree to sign this agreement.
- IV. Service Provider shall render the services in accordance with the terms and conditions of this agreement.
- V. Service Provider has the sufficient and necessary knowledge, experience, personnel and equipment as to comply with the obligations contained herein.
- VI. The Parties undertake to observe the following clauses:

#### 1. SERVICES

- 1.1 The Service Provider is obliged to provide the Client with all kinds of logistic and other services related to transportation, accommodation, and/or production accessories and equipment in China, as detailed in Annex 1 of this Agreement.
- 1.2 Service Provider will be tasked by Client via CRI team.
- 1.3 For the Avoidance of Doubt, Service Provider will not have Copyright to any Product – whether script, raw footage, photo or final video, and will not assert any ownership rights on the Products.
- 1.4 The Client will pay for such Services estimated sums as described in Annex 1 of the present Agreement.

*Handwritten signature and date:*  
30.10.19

**2. CHARACTERISTICS OF SERVICE**

- 2.1 The Client shall notify Specifications required for all Services to the Service Provider, in coordination with China Radio International (CRI).
- 2.2 The Client may require additional Services to the ones detailed in Annex 1 and will increase the amount to be paid accordingly.
- 2.3 The Service Provider will not be held responsible for any damages suffered by the Client derived from negligence, deceit or bad faith of the Client due to inaccurate, incomplete, inexact or false information provided to the Service Provider in connection.

**3. PAYMENT – TERMS AND CONDITIONS**

- 3.1 The Client agrees to transfer to Service Provider [REDACTED] by 30 November 2019, pending the wire of funds from CRI. A second installment of [REDACTED] will be transferred by 1 April 2020 pending the wire of funds from CRI. The exact sum will be determined according to a revised calculation of expenses by Client.
- 3.2 All services and expenses as described in Annex 1 shall be deducted from the above sum, including a [REDACTED] Service Fee for Service Provider.
- 3.3 Any unused funds that remain in the Service Provider's balance by 1 July 2020, will be returned to Client within 30 days. Bank transfer charges will be borne by Client. On the end of every month Service Provider will send a detailed report with copies of invoices to Client.
- 3.4 Price increases of products and services provided by third parties (air travel fares, accommodation etc.) will be taken into consideration. Service provider shall inform Client of Price differences and will purchase products/services after Client's approval. The Price increase will then be borne by Client.
- 3.5 Service Provider will deliver all invoices within 30 days of transaction.

**4. LAW APPLICABLE**

- 4.1 The Parties shall exercise their best efforts to resolve by negotiation any dispute, controversy or difference between them arising or relating to this Contract. If the dispute is not resolved by direct negotiation, it will be finally settled by legal proceedings in the Courts of ISRAEL.

ISRAEL PUBLIC BROADCASTING CORPORATION

Name: Yaniv Cohen Shabtai  
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500501952

BEIJING BRAIN JUICE LTD

Name: \_\_\_\_\_

Eldad Koblenz  
Eldad Koblenz, CEO