CRI - KAN CO-PRODUCTION AGREEMENT

1. SUMMERY

The primary business objective of this phase of work is online video content production. This work will be performed by Ta'agid Hashidur Haisraeli - KAN ("KAN") with China Radio International ("CRI") in China and Israel.

2. SCOPE AND PERIOD





3. CONTENT



4. METHOD





5. **RIGHTS GRANTED**

- a. The content will be broadcast on the new media platforms of both KAN and CRI.
- **b.** KAN and CRI have the right to use the content in any way including without limitation the rights to broadcast, transmit, distribute and carry the content, through the Delivery Method including television and by means of New Media all during the Term.
- c. The term "New Media" shall mean the Internet and any other network or social media.
- d. The copyright of all the episodes is shared equally by both sides.

6. PUBLISHING

- a. Facebook: The episodes in China will be first uploaded to Kan's page, and then will be cross-uploaded by CRI. The Israel episodes will be uploaded to CRI's Facebook page, and Kan will have the right to cross-upload them to its page.
- b. YouTube, website, Instagram, Twitter: All content can be uploaded on both accounts. If any social network has a policy against double posting, the China episodes will be uploaded to Kan's platform, and the Israel episodes will be uploaded to CRI's platform and then will be shared.
- c. All content will be allowed to be broadcast on TV and radio in both China and Israel.

7. INDEMNITY

- a. Each party (the "Indemnifying Party") will at all times indemnify and keep indemnified the other party (the "Indemnitee") from any loss, liability, damages, cost and expense (including reasonable legal costs and expenses) in connection with any action, suit, claim, demand or proceeding made by any person against the Indemnitee in consequence of any breach of this Agreement by the Indemnifying Party under this Agreement provided that:
- b. the Indemnitee is not in breach of a material term or condition of this Agreement;
- c. such actions or suits are not caused in any way by the negligence of the Indemnitee;
- d. the Indemnitee gives prompt notice to the other party of any such claims or suits;

- e. the Indemnifying Party shall have the option to undertake and conduct the defence and/or settlement of any such claims or suits;
- f. the Indemnitee cooperates with Indemnifying Party in the defence of any such claims or suits;
- g. the Indemnitee acts to mitigate any damages arising out of or related to such claims or suits;
- h. the Indemnitee does not admit any liability or do any such act as may limit the right of subrogation of the Indemnifying Party's insurer; and
- i. no settlement of such claims or suits is made without the express prior written consent of the Indemnifying Party.
- j. Each party will be held responsible to its actions using the content according to this agreement.

8. PAYMENT TERMS AND CONDITIONS



- b. Kan will issue an invoice upon each payment received, invoice reflects the amount received by the Client.
- c. Kan will be solely responsible for all payments of all applicable taxes and all applicable laws with respect to its obligations under this Agreement and there will be no deduction whatsoever from the consideration under this agreement.
- d. Payment to be wired by bank transfers. Any bank charges or other expenses will be borne by CRI.

9. ACCOUNTING INFORMATION

CEO: Eldad Koblenz PASSPORT NUMBER :<u>_____</u> <u>mankal@kan.org.il</u> Tel: + 972-768098108

CFO: Yaniv Cohen Shabtai PASSPORT NUMBER:_____ Tel: + 972-768098022

Company Name: Kan – Israel Public Broadcast Corporation Company Address: Yona Kremnitski 6, Tel Aviv Yona Kremenitzki 6, Tel Aviv



10. EXPERATION

a. Either party may terminate this Agreement and any outstanding Work Statement, without cause, at any time, upon thirty (30) days written notice to Both sides.

KAN Name: ______

CRI Name: _____