

Production Company

Production Title

Name

Cheese Cake Production

Cheese Cake Production

Date

2019-11-05

Daily Rate	€ 360.41
OverTime	€ 60,812.96
Fittings	€ 128.72
Additional	€ 0.00
PRSI	€ 6,423.37
Total Cost:	€ 67,725.46

Check In Time	08:04
Wrapped	20:42

Approved for and on behalf of Cheese Cake Production

FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I HEREBY GRANT AND ASSIGN UNCONDITIONALLY TO Cheese Cake Production DESIGNATED ACTIVITY COMPANY (THE "COMPANY") AND ITS LICENSEES, ASSIGNEES, AND OTHER SUCCESSORS-IN-INTEREST ALL RIGHTS OF EVERY KIND AND CHARACTER WHATSOEVER ABSOLUTELY THROUGHOUT THE WORLD FOR THE FULL PERIOD OF COPYRIGHT AND ALL RENEWALS AND EXTENSIONS THEREOF IN PERPETUITY IN AND TO MY PERFORMANCE, APPEARANCE, NAME AND/OR VOICE AND THE RESULTS AND PROCEEDS THEREOF IN CONNECTION WITH THE TV SERIES ENTITLED "DARKLANDS" (THE "PERFORMANCE" IN THE "PICTURE"), AND I HEREBY AUTHORISE THE COMPANY TO PHOTOGRAPH AND RECORD (ON FILM, TAPE, OR OTHERWISE), THE PERFORMANCE; TO EDIT ME AT ITS DISCRETION AND TO INCLUDE IT WITH THE PERFORMANCES OF OTHERS AND WITH SOUND EFFECTS, SPECIAL EFFECTS AND music; TO INCORPORATE SAME INTO THE PICTURE OR ANY OTHER PROGRAM OR NOT; TO USE AND TO LICENSE OTHERS TO USE THE PERFORMANCE IN ANY AND ALL MEDIA, WHETHER NOW KNOWN OR HEREFTER DEvised, INCLUDING WITHOUT LIMITATION UNRESTRICTED USE FOR PURPOSES OF PUBLICITY, ADVERTISING AND SALES PROMOTION; AND TO USE MY NAME, LIKENESS, VOICE, BIOGRAPHIC OR OTHER INFORMATION CONCERNING ME IN CONNECTION WITH THE PICTURE, COMMERCIAL TIE-UPS, MERCHANDISING, AND FOR ANY OTHER PURPOSE. I FURTHER ACKNOWLEDGE THAT THE COMPANY OWNS ALL RIGHTS IN AND TO THE RESULTS AND PROCEEDS OF MY SERVICES RENDERED IN CONNECTION HEREWITH.

I AGREE THAT I HAVE RECEIVED AN UNPAID BREAK OF AT LEAST 15 MINS AFTER THE COMPLETION OF 4.5 HOURS OF WORK, AT LEAST 30 MINS AFTER THE COMPLETION OF 6 HOURS OF WORK AND AT LEAST 2.5 HOURS OF UNPAID BREAKS AND REST PERIODS ON A DAY LONGER THAN 7.5 HOURS ON THIS PRODUCTION.

I HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TO THE FULLEST EXTENT POSSIBLE ANY MORAL RIGHTS THAT MAY BE VESTED IN ME UNDER THE LAWS OF THIS OR ANY OTHER JURISDICTION AND I CONFIRM THAT THE REMUNERATION PAID TO ME HEREUNDER IS INCLUSIVE OF EQUITABLE REMUNERATION FOR THE PURPOSES OF ANY RENTAL OR LENDING RIGHTS VESTED IN ME I FURTHER WAIVE ANY CLAIMS I MAY HAVE AGAINST THE COMPANY IN CONNECTION CHINE PICTURES USE OF THE PERFORMANCE, AND MY APPEARANCE, NAME, LIKENESS AND/okvoicE AS GRANTED HEREIN INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LIBEL OR SLANDER. I ACKNOWLEDGE NOTHING HEREIN SHALE OBLIGE THE COMPANY TO USE MY PERFORMANCE IN THE PICTURE.

I HEREBY WARRANT AND REPRESENT THAT I HAVE EVERY RIGHT TO ENTER INTO THIS AGREEMENT ON MY BEHALF AND TO GRANT THE RIGHTS GRANTED HEREUNDER. I HEREBY CONFIRM THAT I DO NOT HAVE ANT UNSPENT CONVICTIONS FOR SEXUAL OFFENCES AND HAVE NEVER BEEN SUBJECT OF ANY DISCIPLINARY ACTION OR SANCTION RELATING TO VULNERABLE GROUPS. I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT PRIOR TO SIGNING IT AND THAT I FULLY UNDERSTAND ITS CONTENTS.

I ACKNOWLEDGE THAT I AM UNAUTHORISED/PROHIBITED TO CAPTURE ANY PHOTOGRAPHS/AUDIO OR VIDEO FOOTAGE WHILE EMPLOYED BY THE COMPANY.

I WARRANT AND CONFIRM AND UNDERTAKE THAT I SHALL NOT DIVULGE ANY NON-PUBLIC INFORMATION OF ANY NATURE RELATING TO THE PICTURE NOR WILL I UPLOAD PHOTOS TO SOCIAL MEDIA PHOTOGRAPHS OR RECORDINGS TAKEN ON SET NOR SHALL I CONTRIBUTE IN ANY WAY TO ARTICLES BEING WRITTEN ABOUT THE PICTURE, IN WHATEVER MEDIUM INCLUDING ONLINE.

FOR THE PURPOSES OF THE DATA PROTECTION ACTS 1988 AND 2003 AND THE GENERAL DATA PROTECTION REGULATION AND ANY APPLICABLE NATIONAL LEGISLATION) ("DP LAW"), THE ARTISTE ACKNOWLEDGES THAT PERSONAL DATA, AS SUCH TERM IS DEFINED IN THE DP LAW, RELATING TO THE ARTISTE WILL BE HELD AND PROCESSED BY THE COMPANY AND ANY COMPANIES IN THE SAME GROUP AS THE COMPANY AND, WHERE RELEVANT, THE COMPANYS AND THEIR EMPLOYEES, AGENTS AND ADVISERS, FOR PURPOSES CONNECTED WITH THIS AGREEMENT AND TO ENSURE COMPLIANCE WITH THE COMPANYS (OR ITS GROUP COMPANIES) LEGAL AND REGULATORY OBLIGATIONS. THE ARTISTE ACKNOWLEDGES THAT THE PROCESSING OF PERSONAL DATA FURTHER TO THIS AGREEMENT MAY INVOLVE THE DISCLOSURE OF SUCH PERSONAL DATA TO THIRD PARTIES. ALL USE BY THE COMPANY (OR ITS GROUP COMPANIES) OF THE ARTISTES PERSONAL DATA WILL COMPLY WITH THE COMPANYS PRIVACY POLICY (TO INCLUDE UPDATES TO THE PRIVACY POLICY THAT MAY BE COMMUNICATED TO THE ARTISTE FROM TIME TO TIME), A COPY OF WHICH IS AVAILABLE AT THE PRODUCTION OFFICES. THE COMPANY WISHES TO ENSURE THAT THE PERSONAL DATA IT HOLDS REMAINS AS ACCURATE AS POSSIBLE. THE ARTISTE AGREES TO INFORM THE COMPANY AS SOON AS REASONABLY PRACTICABLE OF ANY CHANGES TO THE ARTISTES PERSONAL DATA. THE ARTISTE ACKNOWLEDGES AND AGREES THAT THE OWNERSHIP OF ALL DATA IN ANY MEDIUM OR FORMAT (INCLUDING FOR THE AVOIDANCE OF DOUBT, SMS TEXTS AND EMAIL) PROCURED BY THE ARTISTE IN THE COURSE OF PROVIDING SERVICES UNDER THIS AGREEMENT (:PRODUCTION DATA") VESTS, AS BETWEEN THE ARTISTE AND THE COMPANY, SOLELY IN THE COMPANY, AND THE ARTISTE ACKNOWLEDGES THAT IT SHALL BE A MATERIAL BREACH OF THIS AGREEMENT TO PROVIDE SUCH PRODUCTION DATA TO THIRD PARTIES, UNLESS EXPRESSLY AUTHORISED IN WRITING BY THE COMPANY.

I CONFIRM THAT I AM A CITIZEN OF A MEMBER COUNTRY OF THE EUROPEAN UNION OR THAT I HAVE A VALID PERMIT TO ALLOW ME TO BE EMPLOYED IN IRELAND AND AGREE TO PROVIDE VALID ID PROOF OF SAME.

* A COPY OF PASSPORT AND VALID MB CARD, WHERE APPLICABLE, MUST ACCOMPANY THE FIRST CHIT OF EVERY EMPLOYEE.

I CONFIRM THAT I HAVE READ THE TERMS OF EMPLOYMENT AS DETAILED ABOVE AND THAT I UNDERSTAND AND AGREE WITH THEM.

Agreed & Accepted
(or on behalf of a minor)

NIGEL BROOKS