

HEMISPHERE - LEO BURNETT, INC.
CONTRACT OF SERVICES
McDonald's Chicken Mcdo

Cost Estimate No. : _____

Contract No. : _____

This contract entered into this 4th day of January, 2022 by and between **HEMISPHERE - LEO BURNETT, INC.**, (hereinafter referred to as AGENCY) representing **GOLDEN ARCHES DEVELOPMENT CORPORATION** (hereinafter referred to as ADVERTISER), said Agency doing business under its name given with principal offices at 24th Floor Tower 2, The Enterprise Center, 6766 Ayala Avenue corner Paseo de Roxas, Legaspi Village, Makati City, and **ACE YABUT**, of legal age, with address at Blk 17, Lot 35 No 139 Isarog St., San Jose Village 3, Brgy. Malamig, Biñan Laguna (hereinafter referred to as **TALENT**), represented by **CONSTANTE BRILLANTES JR.** of **RECO MODELING AGENCY**, with office address at Unit 3D 3rd Floor Valuepoint Executive Apartments 227 Salcedo St. Legaspi Village Makati City (hereinafter referred to as the **TALENT AGENT**)

W I T N E S S E T H

For and in consideration of **Eighty Thousand Pesos Only (80,000.00 php) net of all applicable taxes**, the Talent hereby agrees to render to the Agency as **On Cam Talent** the following services:

1. **TVC with all other versions & edit downs;**
2. **Local Cable Channels**
3. **Electronic billboard/LED Screen;**
4. **Cinema/ Mall and Stores TV;**
5. **Website/ Internet;**
6. **Digital Web and BTS (Behind The Scenes), grab photos from TVC, including use of Photos taken during TVC shoot on all Internet Social Media.**

for the Agency's production entitled "**CRAVING**" TVC for its Advertiser's product **McDonald's Chicken Mcdo**, from the date of the beginning of rehearsal until the production of such commercial is terminated, which activities shall include retake/s of unsuitable portion/s therein, if any, within the purview of agreed upon concept, direction, and execution to ensure production is commercially acceptable by Advertiser. The schedules of such activities shall be determined at the sole discretion of the Agency.

TALENT WILL BE PAID REGULAR BILLING WITHIN A MONTH CARE OF PRODUCTION HOUSE (FILM PABRIKA INC.)

No additional fees shall be paid to Talent when the commercial is: a) edited down by any lengths, or b) converted into dialect.

It is understood that the TALENT will render the aforementioned service/s from the beginning of the rehearsal until the production of such materials is completed in which activities will include:

One (1) actual shooting day.
SHOOT DATE: January 5, 2022 (Tuesday)
One (1) contingency day for the TVC shoot
One (1) day dubbing for TVC if needed.

At sole discretion of the ADVERTISER, if additional services shall be required of the TALENT within the duration or even after the expiration of this contract, the TALENT shall be entitled and paid, in the event the ADVERTISER requests additional services.

If however, the need to re-shoot, re-take or re-record said materials are due to significant copy changes, technical problems, or any changes not agreed upon during pre-production, Talent shall be paid an additional fee equivalent to 25% of the original.



If TALENT started shooting and was rejected due to his/her inability to follow directions, talent shall be paid the net amount of One Thousand Pesos & 00/100 (P/ 1,000.00).

If the TALENT has fully completed his/her service/s but is not used in the final version/s of the material/s, the TALENT shall be entitled and paid Fifty percent (50%) of the original agreed fee for the above-mentioned services in accordance with paragraph 1.2 hereof and shall be released from the contract.

If the TALENT has completed his/her services but production is cancelled/shelved and the material/s is/are not released, the TALENT shall be entitled and paid Fifty Percent (50%) of the original agreed fee for the above-mentioned services in accordance with paragraph 1.2 hereof and shall be released from the contract.

If the TALENT has signed the contract but the production is postponed/suspended and was reset to another schedule prior to any activities/shooting, the TALENT will not be paid any additional fee.

The duration of this contract shall commence upon signing thereof by the parties and ends fifteen (15) months after.

Talent hereby certifies that he/she has not undertaken any of the types of assignment(s) listed above for any company/product/service competitive to (company) **GOLDEN ARCHES DEVELOPMENT CORPORATION** and/or (product/service) **McDonald's** within the past (12) twelve months, including production period.

Talent hereby agrees that he/she will not, without the express written consent of the Agency and/or Advertiser, engage in acting/announcing/performing in film, radio, television or other medium or endorse or allow the use of his/her name, picture, likeness or voice for any product/s, good/s, or ware/s of a similar or competitive nature or for any manner, firm or person producing, processing or selling any product/s, good/s, ware/s, similar or competitive to **all fastfood chains and quick service restaurants** including but not limited to the following: **Jollibee Food Corporation Companies such as Jollibee, Greenwich, Chowking, Mang Inasal, Café Ti Amo, Pizza Hut, Shakey's Pizza, Dunkin' Donuts, Mr. Donut, Kentucky Fried Chicken, Wendy's, Carl's Jr., Burger King, Kenny Rogers Roasters, Minute Burger, Burger Machine, Texas Chicken, Smokey's, Goldilocks, Red Ribbon, et.al.**

Talent hereby agrees to undertake all requirements that are pertinent to his/her role as described and/or contained in any of the storyboard/script of the above projects.

All film/voicing or recording rendered by Talent in connection with said production of TVC material shall be the property of the Advertiser forever and the Advertiser shall have the exclusive right to the title and interest in the Advertising Materials and may use the same exclusively for any purpose within fifteen (15) months upon the first day of release of the material without any limit as to time, place, and number of airings without further claim from Talent.

After the contracted period, Agency and Advertiser will have the option to renew this contract for another period of fifteen (15) months and Talent is entitled to an additional talent fee equivalent to seventy-five percent (75%) of the original fee.

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a stylized, somewhat abstract shape.

Talent will see to it that statement/actions made by him/her during the period of this contract will not in anyway be derogatory or demeaning to (product/service) **McDonald's**.

It is agreed that should the Talent fail to comply with any of the foregoing terms and conditions, the Talent shall immediately cease and desist from committing the act violating the terms and conditions or immediately perform the act he/she failed to do in compliance with the terms and conditions, as the case may be, and in either case pay the Agency the sum of ONE MILLION FIVE HUNDRED THOUSAND PESOS & 00/100 (P/ 1,500,000.00) as liquidated damages.

The AGENCY and the CLIENT hereby separately warrant and undertake and to safeguard the recording of ON CAMERA TALENT, and shall not change or use the same for any improper or illegitimate purpose, which might prejudice or damage the character or reputation of the ON CAMERA TALENT. In the same manner, the VOICE TALENT and the TALENT MANAGER hereby separately warrant and undertake to safeguard his/her VOICE TALENT's personality and reputation as a **GOLDEN ARCHES DEVELOPMENT CORPORATION/ MCDONALDS** talent and shall at all times maintain a clean, healthy, moral and wholesome image and shall not engage in any activity that demoralize, damage and prejudice the name of the CLIENT or PRODUCT. This provision shall be in force and effect for a period of one (1) year from the date of termination or expiration of the term of this CONTRACT or any extension hereof.

Prior to the use of the project, Talent agrees not to divulge confidential details necessary in the production of such project for which his/her services have been contracted.

Talent agrees to be punctual in reporting for any scheduled production, activity, knowing that punctuality is an essential condition to achieve this contract's purpose.

In consideration of covering the TALENT with accident insurance policy of ONE HUNDRED THOUSAND PESOS (P/ 100,000.00), TALENT hereby waives any and all claims against HEMISPHERE-LEO BURNETT, INC. and its Client, **GOLDEN ARCHES DEVELOPMENT CORPORATION** for any damages directly arising from accidents or injuries that may occur during, and as consequence of personal and public appearances in the absence of gross negligence, reckless imprudence or willful intention on the part of the ADVERTISER and/or AGENCY.

The Talent manifests that he/she has read the terms and conditions of this contract and that he/she understands and agrees to abide by the same.

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a stylized, somewhat abstract shape.

In witness whereof, the parties hereto have set their signatures this 4th day of January 2022 at Makati City.

HEMISPHERE-LEO BURNETT, INC.
For: GOLDEN ARCHES DEVELOPMENT CORPORATION

TALENT :

JUDY B. MEDINA
Account Management Director


ACE YABUT
Talent

WITNESSETH

MAY DALISAY
Creative Services Director

CONSTANTE BRILLANTES JR.
Talent Manager

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This is to authorize my agent, **RECO MODELING AGENCY**, to negotiate the talent fee in my behalf.

CONFORME:


ACE YABUT
Talent

CONSTANTE BRILLANTES JR.
TIN: 211-345-056

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
MAKATI, METRO MANILA

BEFORE ME, a Notary Public for and in City of Makati, personally appeared the following:


ACE YABUT
Talent

DRIVERS LICENSE NO. : A01-19-005869
EXPIRATION DATE & PLACE OF ISSUE: 05/16/2024, Sta Rosa Laguna

Known to me to be the same person who executed the foregoing instruments and acknowledges that the same is their own and free act and deed.

WITNESS MY HAND AND SEAL

Doc. No. : _____
Page No. : _____
Book No. : _____
Series No. : _____