

FIXED-TERM EMPLOYMENT CONTRACT

ENGLISH

Please send any outstanding details and supporting documents to: nachweise@adag.tv



fon: +49(0)30 695.798.61
fax: +49(0)30 695.798.98

Employee
(Please complete in block letters)

Notes and information: www.adag.tv/employment-contract

Project | Working title

Project number

Role | Function

Abrechnungsstelle

On behalf of and for the account of the below employer

Real surname

Real first name

Birth name

Date of birth

Place of birth

Country of birth

Registered address

Postcode

Place of residence

I hereby confirm that the place of residence specified above is my permanent place of residence and that I maintain my own household.

Information for non-EU citizens:

I confirm that I hold a **VALID WORK PERMIT** and hereby undertake to provide a **COPY thereof**. If I fail to do so, accounting and payment will **NOT** be possible.

Income tax details

Is your tax ID currently on file with another employer or office?

Yes No

Female
 Male
 Other gender

Marital status

Phone number (mobile number if possible)

Nationality

Email address (important!)

Other account holder

Personal tax identification number

Personal social insurance number

IBAN

BIC

- During the current calendar year, have you spent more than three months or 70 days engaged in short-term employment (e.g. working as an extra)? **450-euro mini-jobs do not count!** Yes No
- Including your income from this fixed-term employment contract, have you earned over €450 gross from short-term employment (e.g. working as an extra) during the current calendar month? **450-euro mini-jobs do not count!** Yes No
- Including your income from this fixed-term employment contract, will you earn over €450 gross from short-term employment (e.g. working as an extra) during the current calendar month? **450-Euro-Minijobs zählen nicht dazu!** Yes No
- Including your income from this fixed-term employment contract, will you earn over €450 gross from short-term employment (e.g. working as an extra) during the current calendar month? 450-euro mini-jobs do not count! Yes No

Health insurance (e.g. AOK site? BKK - which?) and last statutory health insurance policy if applicable, if insured privately or with the PbeaK postal workers' fund or through an employer (Freie Heilfürsorge).

Statutory health insurance

Health insurance abroad

Privately insured (proof of insurance required)

PLEASE TICK ONE STATUS ONLY!

Employed

- Clerk
- Civil servant
- Employee
- Freelancer
- Income from short-time working
- Mini-job worker
- Person with disability employed in workshop
- Professionally employed on irregular/short-term contracts
- Research assistant
- Self-employed
- University assistant

Benefits recipient

- Sick benefit
- Social welfare
- Unemployment benefit (registered)

School, training, studies

- Attending evening classes
- Attending preparatory college
- Completing doctorate | leave of absence | from 26 technical college
- Dual vocational training
- Dual student
- Intern
- School-based vocational training
- School-leaver
- School pupil
- Studies or vocational school education
- Retrainee
- University applicant
- University graduate
- Working student

Pension and retirement

- Early retirement beneficiary
- Disability pensioner
- Old-age pensioner
- Retired civil servant

Other status

- Asylum seeker
- Au pair
- Child
- Home-maker
- Parental leave from main employment
- Person of independent means
- Pre-vocational training year (Berufsvorbereitungsjahr)
- Unpaid leave from main employment
- Voluntary service

If you have selected a main occupation under Status (= all status types excluding Benefits recipient), please answer "No" to question A.

- A** Are you registered as unemployed/job seeker/ seeking a work placement with the Federal Labour Office (Bundesagentur für Arbeit)? Yes No
- B** Have you engaged in employment that is subject to social security contributions for more than 3 months in the current calendar year? Yes No
- C** Have you been registered as unemployed/job seeker/seeking a work placement with the Federal Labour Office (Bundesagentur für Arbeit) for more than 3 months in the current calendar year? Yes No

TO BE FILLED IN BY SUPERVISOR ONLY

Day of employment: Start time: End time: BREAK: 0 mins 30 mins 45 mins 60 mins

MINIMUM WAGE ACT | Details of work start and end times and breaks must be provided. Otherwise processing will not be possible.

Gross pay

Minimum wage must be taken into account!

Overtime

Number

Supplements

Total

Total gross pay

=

Please provide a breakdown of supplements (e.g. car € 25, night € 10)

Verification of employee identity:

- Identity card
- EU passport
- Non-EU passport with valid work permit

X Supervisor signature

I confirm that the details above are complete and true. I undertake to inform adag Payroll Services GmbH immediately of any changes. I have read and understand the regulations on payroll accounting and on the transfer/granting of rights printed overleaf and I consent to same. Time limitation By virtue of the specific nature of the work, the employment shall be limited in time to the date of employment specified above, as the activity is only required for the agreed period due to the artistic specifications and freedom of decision of the production team/director (in accordance with Section 14(1) no. 4 of the German Part Time and Temporary Employment Act (Teilzeit- und Befristungsgesetz, "TzBfG"). Furthermore, the employment is only required on the basis of a short-term, temporary operational need for the work performance on the basis of the artistic specifications and freedom of decision of the production team/director (in accordance with Section 14(1) no. 1 TzBfG).

X

Place of employment | Date

Signature of employee and legal representative

--- On behalf of and for the account of ---

STAMP & SIGNATURE

EMPLOYER

Original adag K4001e

Participation

In signing this document, I agree to the recording of my participation in the filming taking place today. This refers to both video and audio recording. I acknowledge that there is no entitlement to publication or naming credit. The agreed gross pay remunerates all services and rights granted in accordance with the below transfer of rights.

Transfer/granting of rights

In signing this document I confirm that I hereby transfer to the production company all copyright, ancillary copyright and other rights arising in connection with my activity in the production, exclusively and without limitation in terms of time, space or content. The right I hereby transfer may be further transferred to third parties (particularly film producers and television broadcasters) without limitation. The production company or third parties as defined above shall therefore be entitled to unlimited usage of the production in all media and in all currently known and future forms of use. In particular this includes the entitlement to edit and/or transform the production and its components and to utilise them or allow them to be utilised in all audiovisual media (particularly but not limited to film; theatre; all forms of television broadcasting; video irrespective of the technical design of the image, audio and data carrier; multimedia; all forms of online usage; on demand, etc.) and through the application of all forms of subsidiary rights (merchandising, recording, printing and publishing rights) as well as in the context of advertising and the utilisation of clips, irrespective of the type, form and manner of broadcasting, utilisation or storage and regardless of the end device and the legal relationship to the end customer. Any termination of or disputes concerning this Contract shall pertain solely to the labour law element and shall not affect the licensing provisions, particularly the transfer/granting of rights facilitated in this Contract.

Confidentiality

In signing this document, I hereby undertake to ensure confidentiality with regard to all internal matters concerning the production and its content as well as the internal affairs of the production company and adag Payroll Services GmbH. This obligation to ensure confidentiality shall continue to apply after the employment relationship has ended. I acknowledge that social media posts are not permitted. Photos taken during filming must not be published.

Storage of personal data

I acknowledge and confirm that any personal data I share with the production company or with adag Payroll Services GmbH in connection with my contractual activities or which become known as part of the contractual relationship will be stored by the production company and/or adag Payroll Services GmbH for operational purposes during the contract term. I consent to the continued storage of my personal data by the production company and/or adag Payroll Services GmbH after the contract term has ended. I acknowledge that I may demand the erasure of my personal data at any time provided that the erasure of the data does not contravene any legally stipulated data retention periods.

Employment

By virtue of the specific nature of the work, the employment shall be limited in time to the date of employment specified above, as the activity is only required for the agreed period due to the artistic specifications and freedom of decision of the production team/director (in accordance with Section 14(1) no. 4 of the German Part Time and Temporary Employment Act (Teilzeit- und Befristungsgesetz, "TzBfG")). Furthermore, the employment is only required on the basis of a short-term, temporary operational need for the work performance on the basis of the artistic specifications and freedom of decision of the production team/director (in accordance with Section 14(1) no. 1 TzBfG).

Remuneration

The gross pay, including the agreed allowances and less any statutory levies, will be transferred to the bank account you have specified no later than by the end of the month following the service/working day. Incomplete or incorrectly completed employment contracts, or employment contracts which lack the corresponding proof of status, may not be processed, or may not be processed within the stated period. The respective filming location shall be determined as the first place of work for the purposes of this employment contract. For the settlement of additional remuneration such as special payments, hardship allowances, travel costs, separately agreed expenses and/or reimbursements, these payments are always allocated to the first place of work and always settled subject to the deduction of tax and social insurance contributions with the exception of night, Sunday and holiday supplements. I request that all accounting, wage and tax records be sent by email to my email address specified above.

Occupational safety training

I hereby confirm that I have received occupational safety training. This training communicated the importance of safety in the workplace and therefore also the importance of protecting against risk factors. The content discussed was communicated clearly and comprehensively, and I accept the obligation to follow the guidelines and rules of conduct.

Important notes

In the event of a work-related accident, you are obliged to report the incident immediately to both adag Payroll Services GmbH and the production company. If an accident report is not made, any entitlement to benefits and claims arising from this work-related accident shall be void.

Covid-19 tests

I confirm that I am prepared to comply with the coronavirus tests required by the production team and agree that the laboratory commissioned with the testing may transmit the test results directly to the production team.

Should any of the provisions of this contract be or become invalid, this shall not otherwise affect the validity of the informed consent. This contract is subject to the laws of the Federal Republic of Germany.

Questions | Information | Supporting documents (K4001e)

Should you have any questions, please contact us by telephone on: 030.69579861

For further information, please visit www.adag.tv.

Please send us your supporting documents by email: nachweise@adag.tv

or by post to: adag Payroll Services GmbH, Postfach 61 30 47, 10941 Berlin, Germany.