

September 29, 2017

**2017 MEMORANDUM OF AGREEMENT BETWEEN
THE SCREEN ACTORS GUILD-AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS AND
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

This Memorandum of Agreement is entered into between the Screen Actors Guild–American Federation of Television and Radio Artists (hereinafter referred to as “SAG–AFTRA” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “the Alliance” or “the AMPTP”), on behalf of the Producers listed on Attachments A-1 and A-2 hereto (each hereinafter respectively referred to as “the Producer” and collectively referred to as “the Producers”), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the Producer–SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement (collectively, the “Agreements”). Except as modified herein, the terms of the current Agreements between these parties shall remain the same, subject to conforming changes. The appropriate provisions herein shall be incorporated in the Producer–SAG-AFTRA Codified Basic Agreement of 2017 and the 2017 SAG-AFTRA Television Agreement. Wherever reference in this Memorandum of Agreement is made to “Schedules,” such reference shall mean the Schedules appended to the Codified Basic Agreement.

Provided that the SAG-AFTRA membership ratifies the parties’ agreement and the AMPTP is notified of such ratification on or before August 18, 2017, without any labor dispute, work stoppage or other interference with work, and except when another effective date is specified, the minimum wage rates set forth in this Memorandum of Agreement shall be effective as of July 1, 2017, and the working conditions shall be effective beginning on the first day of the next payroll period (Sunday) following the date that the AMPTP receives notice of ratification.

1. **Term** (Union Proposal No. 16)

The term of the Producer–SAG-AFTRA Codified Basic Agreement of 2017 and the 2017 SAG-AFTRA Television Agreement shall be for three (3) years, commencing on July 1, 2017 and terminating on June 30, 2020.

Amend Section 36 of the General Provisions of the SAG-AFTRA Codified Basic Agreement of 2014 to read as follows:

“36. TERM AND EFFECTIVE DATE

“A. The term of this Agreement shall commence on July 1, 2017 ~~July 1, 2014~~ and shall terminate on June 30, 2014 ~~2020~~, but continue thereafter until terminated by either party on at least sixty (60) days written notice.

“B. This Agreement is intended as a codification of: (1) the Producer-SAG-AFTRA Codified Basic Agreement of 2014 2017 and (2) the 2014 2017 Memorandum of Agreement Between the Screen Actors Guild-American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers for Successor Agreements to the Producer-SAG-AFTRA Codified Basic Agreement of 2011 2014 and the 2011 2014 SAG-AFTRA Television Agreement. Services rendered under previous Agreements, and motion pictures subject to those respective Agreements, shall be governed by such Agreements, respectively.

“C. The effective date of this Agreement shall be July 1, 2014 July 1, 2017. Except as specifically otherwise provided, the provisions hereof relating to wage increases ~~and working conditions~~ shall be effective on and after July 1, 2014 July 1, 2017, and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date, and the provisions hereof relating to working conditions shall be effective on and after August 13, 2017 and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date.

Amend Section 52 of the Television Agreement to read as follows:

“52. TERM AND EFFECTIVE DATE

“The term of this Agreement shall be for a period commencing July 1, 2014 July 1, 2017 and expiring June 30, 2014 2020, but continue thereafter until terminated by either party on at least sixty (60) days’ written notice.

“The effective date of this Agreement shall be July 1, 2014 July 1, 2017. Except as specifically otherwise provided, the provisions hereof relating to wage increases ~~and working conditions~~ shall be effective on and after July 1, 2014 July 1, 2017, and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date, and the provisions hereof relating to working conditions shall be effective on and after August 13, 2017 and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date.”

Make conforming changes.

2. **Minimums** (Union Proposal No. 6)

- a. Except as provided in Item 2.b. and c. and Item 3.d., increase the minimum salary rates in the 2014 SAG-AFTRA Codified Basic Agreement and 2014 SAG-AFTRA Television Agreement by two and one-half percent (2.5%) effective July 1, 2017; by an additional three percent (3%) effective July 1, 2018; and by an additional three percent (3%) effective July 1, 2019. These increases shall be compounded.
- b. Freeze the network prime time rerun ceilings in Section 18(b)(1)b) of the Television Agreement.
- c. The minimum salary rates for stunt coordinators employed on television motion pictures under a “flat deal” contract under Schedule K, Part III of the 2017 SAG-AFTRA Codified Basic Agreement shall be increased by seven and one-half percent (7.5%) effective July 1, 2017, which increase shall be in lieu of the minimum salary rate increase effective July 1, 2017. The minimum salary rate increases effective July 1, 2018 and July 1, 2019 set forth in Item 2.a. above shall apply. These increases shall be compounded.

3. **SAG-AFTRA Pension/Retirement** (Union Proposal No. 10)

a. i. **SAG Pension Plan**

Except as provided in Items 3.b., c. and d. below, Producers agree to increase the pension contribution rate to the SAG Pension Plan in Section 34 (Pension and Health Plans) of the General Provisions of the Codified Basic Agreement and Section 22 of the Television Agreement by one-half percent (0.5%) for motion pictures, the principal photography of which commences on or after July 1, 2017, so that the total aggregate pension and health contribution rate increases from seventeen percent (17%) to seventeen and one-half percent (17.5%). Of the total aggregate contribution rate, the current allocation to the SAG Pension Plan shall increase from nine and sixty-nine hundredths percent (9.69%) to ten and nineteen-hundredths percent (10.19%) for those motion pictures.

ii. **AFTRA Retirement Fund**

- (1) Except as provided in Items 3.b., c. and d. below, and subject to Item 3.a.ii.(2) below, Producers agree to increase the retirement contribution rate to the AFTRA Retirement Fund in Section 22 of the Television Agreement by one-half percent (0.5%) for motion pictures, the principal photography of which commences on or after July 1, 2017, so that the total aggregate pension and health

contribution rate increases from seventeen percent (17%) to seventeen and one-half percent (17.5%). Of the total aggregate contribution rate, the current allocation to the AFTRA Retirement Fund shall be increased from eight and five hundred eighty-five thousandths percent (8.585%) to nine and eighty-five thousandths percent (9.085%) for those motion pictures.

- (2) The foregoing increase in the retirement contribution rate to the AFTRA Retirement Fund set forth in Item 3.a.ii.(1) above is contingent upon the Trustees of the AFTRA Retirement Fund adopting an amendment to the AFTRA Retirement Fund Trust Agreement effective as of July 1, 2017 “decoupling” the increase in the retirement contribution rate to the AFTRA Retirement Fund as set forth in Item 3.a.ii.(1) above for contributions received under the Television Agreement on or after December 1, 2017 from the calculation of the retirement benefit and any other benefit paid on account of the employee’s participation in the AFTRA Retirement Fund (*i.e.*, an amendment providing that the amounts contributed to the AFTRA Retirement Fund on behalf of any performer in excess of eight and five hundred eighty-five thousandths percent (8.585%) for contributions made to the AFTRA Retirement Fund under Section 22 of the Television Agreement shall not be taken into account in calculating any benefit payable under the Retirement Fund). This condition must be satisfied before the increase in the retirement contribution rate for the AFTRA Retirement Fund set forth in Item 3.a.ii.(1) above or Item 3.d. below becomes effective.
- b. The contribution rates set forth in Sideletter K of the Television Agreement remain unchanged.
- c. The contribution rate shall remain at thirteen and one-half percent (13.5%) under Section 5.2.A. of the General Provisions of the SAG Codified Basic Agreement solely in connection with Supplemental Market payments for distribution on “cassettes” during the term of the Agreements.
- d. The Union shall have the right to allocate up to one-half percent (0.5%) of the negotiated increases in minimum salary rates in the second and/or third years of the Agreements to the pension/retirement contribution rate set forth in Section 34 (Pension and Health Plans) of the General Provisions of the Codified Basic Agreement and Section 22 of the Television Agreement by giving notice thereof to the AMPTP before December 31, 2017 and/or December 31, 2018, as applicable. In the event that the Union elects to do so in either or both contract year(s), the pension contribution rate to the SAG Pension Plan and, subject to Item

3.a.ii.(2) above, the retirement contribution rate to the AFTRA Retirement Fund shall increase by the amount of the allocation up to one-half percent (0.5%) for each such year, and the increase in salary rates for that contract year shall be reduced by the corresponding percentage up to one-half percent (0.5%).

For example, in the event that the Union elects before January 1, 2018 to allocate to the pension/retirement contribution rates one-half percent (0.5%) of the negotiated increases in the minimum salary rates effective July 1, 2018 (and the AFTRA Retirement Fund Trustees have amended the Trust Agreement to provide for the decoupling of benefits from contributions as set forth in Item 3.a.ii.(2) above), the pension/retirement contribution rates set forth in Section 34 (Pension and Health Plans) of the General Provisions of the Codified Basic Agreement and Section 22 of the Television Agreement will increase by one-half percent (0.5%) for motion pictures, the principal photography of which commences on or after July 1, 2018, and the increase in salary rates effective July 1, 2018 shall be one-half percent (0.5%) less.

- e. Modify Section 34 of the Codified Basic Agreement and Section 22 of the Television Agreement (and make conforming changes) to reflect the merger of the SAG Health Plan and the AFTRA Health Fund.
- f. Renew the procedure set forth in Section 22(a)(3) of the Television Agreement for periodic adjustment in the allocation of contributions to conform to the 57%/43% Target Ratio.

4. **AICF/IACF** (Union Proposal No. 5)

Increase the contribution rate to the Industry Advancement Cooperative Fund (“IACF”) and the AFTRA Industry Cooperative Fund (“AICF”) in Section 32 of the 2014 SAG-AFTRA Codified Basic Agreement and Sections 22.1 and 82(e)(2)a)(ii) of the 2014 SAG-AFTRA Television Agreement, respectively, from three-tenths percent (0.3%) to one-half percent (0.5%) for motion pictures, the principal photography of which commences on or after July 1, 2017. During the term of the Agreements, the additional contributions attributed to this rate increase shall be earmarked for funding only the “No Animals Were Harmed” program of the American Humane Association, the safety training program discussed in Item 33 set forth below and the harassment prevention training program discussed in Item 34 set forth below. Any surplus of the additional contributions in a given year shall be rolled over to subsequent years to fund the programs set forth above. Effective July 1, 2020, and unless otherwise negotiated by the parties, fifty percent (50%) of the additional contributions attributed to this rate increase and due on or after July 1, 2020 shall be earmarked only for the programs set forth above and the remaining fifty percent (50%) may be available for use in the discretion of the Trustees of the IACF and AICF respectively. Nothing herein shall prevent the Trustees in their

discretion from maintaining the funding of the programs discussed above using all of the additional contributions after June 30, 2020.

5. **Money Breaks** (Union Proposal No. 8)

a. *Modify Section 25(b)(1) of the Television Agreement as follows:*

“(b) (1) Three-day contract performers whose guaranteed salary is more than \$3,000 (\$3,150 for contracts entered into on or after July 1, 2018) for three (3) days of employment shall be paid daily overtime at double time for each hour or portion thereof worked in excess of ten (10) hours on any day, figured on the basis of \$3,000 (\$3,150 for contracts entered into on or after July 1, 2018).

* * * *

“For the purpose of this subsection (b), one hour of pay at double time shall be:

	For Hours Worked in Excess of Ten (10) Hours in Any Day Double Time Rate
All performers employed at a weekly salary in excess of \$4,400:	\$200
All performers employed under a single three-day contract with guaranteed salary in excess of \$3,000 (\$3,150 for contracts entered into on or after July 1, 2018) for three (3) days' employment:	\$250 (\$263 for contracts entered into on or after July 1, 2018)

* * * *”

b. *Modify Section 18(d)(3) of the Television Agreement as follows:*

“18. ADDITIONAL COMPENSATION FOR RERUNS AND FOREIGN TELECASTS

“(d) Advance Payment for Residuals:

“(3) Other. For all other residual purposes (e.g., syndication, non-prime-time network, theatrical and foreign), the salary at which advance payment is permitted shall be \$9,000 per week or per episode (\$9,500 or more per week or per episode for contracts entered into on or after July 1, 2018) \$8,000 or more per week or per episode (\$9,000 or more per week or per episode for contracts entered into on or after July 1, 2015).”

Make conforming changes.

c. *Modify Section 19(d)(2) of the Television Agreement as follows:*

“19. ADDITIONAL COMPENSATION FOR THEATRICAL RIGHTS

“(d) Limitation on advance payment of theatrical release compensation:

“(1) The Producer may not make any payment to a day performer or term contract performer for theatrical exhibition at a time prior to the time of such theatrical exhibition.

“(2) As to all other performers, when the salary for the performer’s services provided in the performer’s contract is \$9,000 or more per week or per episode (\$9,500 or more per week or per episode for contracts entered into on or after July 1, 2018) \$8,000 or more per week or per episode (\$9,000 or more per week or per episode for contracts entered into on or after July 1, 2015), the performer may agree to an advance payment for theatrical exhibition, provided the same is separately stated and is paid in addition to such salary provided in the performer’s contract.”

Make conforming changes.

d. *Modify the last paragraph of Section 24(a) of the Television Agreement as follows:*

“The limitations imposed by this subparagraph (a) shall not be applicable to options obtained by Producers upon the services of performers who received ~~\$8,500 or more~~ (\$9,000 or more \$10,000 or more with respect to contracts entered into on or after July 1, 2018~~5~~) with respect to the pilot program, or for the option, and whose contracts call for weekly or per episode payments of at least ~~\$8,500~~ (\$9,000 \$10,000 with respect to contracts entered into on or after July 1, 2018~~5~~) if the option is exercised.”

Make conforming changes.

e. *Modify the first paragraph of Section 24(b)(1) of the Television Agreement as follows:*

“(b) Subsequent Contract Years

“(1) A Producer may not exercise an option on a series performer who receives less than ~~\$8,500~~ \$9,000 per episode or per week (\$10,000~~\$9,000~~ per episode or per week with respect to contracts entered into on or after July 1, 2018~~5~~) for an additional contract year, unless:

* * * *

Make conforming changes.

f. *Modify Section 24(b)(3) of the Television Agreement as follows:*

“(3) With reference to the form of hiring referred to in Section 13 of this Agreement, a Producer may not exercise an option for a subsequent contract year on a series performer who receives less than ~~\$8,500~~ \$9,000 per episode or per week (\$10,000~~\$9,000~~ per episode or per week with respect to contracts entered into on or after July 1, 2018~~5~~), unless such performer shall have been employed or paid during the then-current contract year for a minimum of six (6) episodes or unless the performer’s contract gives him the rights set forth in subsection (b)(1)b) of this Section.”

Make conforming changes.

6. **Schedule Breaks** (Union Proposal No. 14)

- a. Increase the schedule breaks in Schedules B and C of the 2014 SAG-AFTRA Codified Basic Agreement from \$6,200 per week to \$6,350 per week for theatrical motion pictures with respect to contracts entered into with performers on or after July 1, 2018.
- b. Increase the schedule breaks in Schedules B and C of the 2014 SAG-AFTRA Codified Basic Agreement from \$5,000 per week to \$5,150 per week for television motion pictures with respect to contracts entered into with performers on or after July 1, 2018.

7. **Travel** (Union Proposal No. 18)

- a. Add new provisions to the Television Agreement to replace the travel provisions in Schedules A, B, C or E of the Codified Basic Agreement (contract language provided below) for performers employed under Schedules A, B, C, D, E, G-I, G-II, H-I, H-II, H-III, H-IV (to the extent that employment is subject to Schedule E), I (to the extent that employment is subject to Schedules A, B, C or E), J (to the extent that employment is subject to Schedules A, B or C), K-I and K-II on television motion pictures and High Budget SVOD Programs covered under the Sideletters re Programs Made for New Media to the 2017 Agreements, and to include provisions governing relocation allowances for series contract performers employed under Schedules B, C, E or F on television motion pictures and High Budget SVOD Programs. No changes in this Item 7.a. are applicable to stunt coordinators covered under Schedule K, Part III. (Changes to Schedules X, Parts I and II are provided in Items 7.c. and e. below.)

The parties agree that the travel provisions set forth in this Item 7 will not be used to interpret the travel provisions in the Codified Basic Agreement.

Replace Section 56 (“Air Transportation and Mileage Allowance”) in the 2014 Television Agreement with the following new Section 56 (contract language below) and add a new Section 56.1 (“Relocation Allowance”) as follows:

“56. TRAVEL

“The following travel provisions apply to performers other than performers whose employment is governed by Schedule F or Schedule K, Part III and other than background actors, except that subsections (a)(2) and (3) of this Section 56 also apply to performers employed under Schedule F.

“(a) Definitions

“(1) Studio Zones

“a) Los Angeles Studio Zone

“The ‘Los Angeles studio zone’ shall include all territory within a radius of thirty (30) miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, and shall also include Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds) and such other territory (such as the present Columbia Ranch and Disney Ranch) as is generally recognized as being within the Los Angeles studio zone.

“b) Los Angeles Secondary Studio Zone

“The ‘Los Angeles secondary studio zone’ shall be the area extending ten (10) miles from the perimeter of the studio zone and including John Wayne Airport. It does not include any of the areas that fall within the definition of the Los Angeles studio zone in subsection (a) above. The Union shall not unreasonably deny waivers for locations, such as Lake Hughes, Elizabeth Lake and the Nikken Building in Irvine, that are outside the Los Angeles studio zone and the Los Angeles secondary studio zone, to be treated as within the Los Angeles secondary studio zone.

“c) New York Studio Zone

“The ‘New York studio zone’ shall encompass any location within a thirty (30) mile radius of Columbus Circle other than Sandy Hook, New Jersey.

“d) Eight (8) Mile New York Zone

“The ‘eight (8) mile New York Zone’ means all territory within a radius of eight (8) miles from Columbus Circle.

“e) San Francisco Studio Zone

“The ‘San Francisco studio zone’ shall include all territory within a radius of thirty (30) miles from the intersection of Market and Powell Streets.

“f) Other Studio Zones

“The Union and the Producers shall agree to recognize other studio zones on a similar basis to the established Los Angeles, New York and San Francisco studio zones set forth above. In default of such agreement, the territory to be considered a studio zone shall be determined by arbitration under Section 50 whenever the situation arises.

“(2) Overnight Location

“The term ‘overnight location,’ as used in this Agreement, shall mean any location where the Producer requires the performer to remain away from his or her residence and be lodged overnight. It is understood that the Producer’s offer of courtesy housing to a performer does not convert a location into an overnight location. Los Angeles and its environs are not considered to be ‘overnight locations.’

“A performer engaged under a series or term contract, including a performer engaged under Schedule F, shall not be considered to be on an ‘overnight location’ when employed at ‘Producer’s base,’ as defined below, or in Los Angeles and its environs.

“(3) Producer’s Base

“The term ‘Producer’s base,’ as used in this Agreement, shall mean the geographic area (*e.g.*, New York, Atlanta, New Orleans, Chicago, *etc.*) where the majority of principal photography takes place during a season of the series.

“(b) Reporting and Travel Within the Studio Zones

“(1) Reporting and Travel in the Los Angeles Studio Zone and the Los Angeles Secondary Studio Zone

“Performers may be required to report anywhere within the Los Angeles studio zone, provided that, when the place of reporting is somewhere other than the Producer’s studio, the following shall apply:

“a) Performers shall be paid \$.30 per mile mileage allowance figured from the studio to the place of reporting and back, except that no mileage allowance is required if the performer is required to report for work at a site within a ten (10) mile radius of a point designated by the Producer. (The reporting site must still be within the thirty (30) mile zone.) Producer shall give prior notice to the Union of the point so designated. With respect to any

television series, such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. The Union will not unreasonably refuse a request from the Producer that performer report to a location which is a reasonable distance beyond the Los Angeles thirty (30) mile zone.

“b) Distances shall be clearly stated on the performer's production time report.

“c) If, during the term of this Agreement, the International Alliance of Theatrical Stage Employees, through its collective bargaining agreement, negotiates with Producer a more favorable mileage allowance than the foregoing thirty cents (\$.30) per mile allowance, then, in such event, from such date forward, the Union will be entitled to the benefits of such increase.

“d) The mileage allowance may be paid as a portion of the performer's payroll check, provided it is separately identified as such mileage reimbursement.

“e) When a performer is required to report for work in the Los Angeles studio zone other than at a studio, Producer shall pay for parking in a supervised public parking lot. If no such public parking is available, Producer will provide supervised or secured parking.

“f) Producer shall grant reasonable requests for hotel accommodations received from performers who are required to report for work at a location in Agua Dulce, Castaic (including Lake Castaic), Leo Carrillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds) that is more than four (4) miles from the perimeter of the thirty-mile zone.

“(2) Reporting and Travel in the Los Angeles Secondary Studio Zone

“When a performer is required to report to a location within the Los Angeles secondary studio zone, the following shall apply:

“a) Producer shall notify performers not less than twenty-four (24) hours in advance that it intends to require performers to report to a location within the Los Angeles secondary studio zone. Such notification shall not constitute a work call.

“b) Mileage shall be paid from the studio or production office to and from the location within the Los Angeles secondary studio zone. In addition, the Producer shall pay a \$4.50 per day allowance (no fringe) to each performer asked to report within the Los Angeles secondary studio zone.

“c) Courtesy housing shall be offered to those performers who work in excess of twelve (12) hours in the Los Angeles secondary studio zone.

“d) Rest periods shall be calculated from the perimeter of the Los Angeles thirty-mile studio zone. The amount of time needed to travel between the Los Angeles secondary studio zone location and the perimeter of the thirty-mile studio zone for purposes of calculating rest periods shall be consistent with the determination of the travel time for the crew.

“e) Except as otherwise provided in this subsection (2), all of the other provisions applicable to a performer reporting within the Los Angeles studio zone shall apply.

“(3) Reporting and Travel in the New York Studio Zone and Eight (8) Mile New York Zone

“A performer may be asked to report only to a studio or location anywhere within the eight (8) mile New York Zone; outside of such eight (8) mile New York Zone, performers must be provided courtesy transportation (when convenient public transportation is not readily available) to and from a pick-up spot in Manhattan between South Ferry and 125th Street. The performer's work time shall begin at first call time at the set and end at dismissal at the set.

“Any performer who is requested to report within the thirty (30) mile New York studio zone, but outside the eight (8) mile New York Zone, and who is required to work at night and is not dismissed by 9:30 p.m. will be provided courtesy transportation by the Producer to Grand Central Station, Penn Station or Port Authority, unless the place of dismissal is within a zone bordered by 34th Street on the south, 57th Street on the north, and 3rd Avenue and 8th Avenue on the east and west, respectively.

“(4) Reporting and Travel in Other Studio Zones

“With respect to studios not situated in Los Angeles or New York or their environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers, and in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules herein set forth for the Los Angeles and New York

studio zones), shall be determined by arbitration under Section 50 of the Television Agreement.

“(c) Transportation to/from Overnight Location, Producer’s Base or Los Angeles and its Environs

“Transportation shall be provided in accordance with Section 35 of the General Provisions of the Codified Basic Agreement:

“(1) to a series or term contract performer, to and from Producer’s base at the beginning and end of the engagement if the performer does not already reside at the Producer’s base or to and from Los Angeles and its environs (if the performer does not have a residence in Los Angeles or its environs) or to and from an overnight location that is not Producer’s base if the beginning or end of the engagement for the performer takes place at the overnight location) and when the performer is recalled for added scenes and retakes;

“(2) for a performer other than a series or term contract performer, to and from an overnight location or Los Angeles and its environs (if the performer does not have a residence in Los Angeles or its environs) at the beginning and end of the performer’s engagement and when the performer is recalled for added scenes and retakes; and

“(3) to and from an overnight location or Los Angeles and its environs (if the performer does not have a residence in Los Angeles or its environs) during the engagement of any performer.

“Producer shall not be required to provide transportation to an overnight location, Producer’s base or Los Angeles and its environs when the performer is already at the overnight location, Producer’s base or Los Angeles and its environs as applicable.

“(d) Payment for Travel Time

“(1) Travel at the Commencement of and End of Performer’s Engagement When Performer is Not Otherwise Paid for the Day

“Whenever a performer (other than a performer engaged under a series or term contract) is required by the Producer at the commencement of or end of the performer’s engagement to travel to or from an overnight location on a day (other than on the seventh day of the performer’s workweek or a holiday in the case of travel from an overnight location) and the performer is not otherwise paid for the day, the time spent so traveling shall not be work time; instead, Producer shall pay the performer a travel allowance of \$500 per day (no

fringe) for the day of travel and thereafter in the case of travel at the commencement of the performer's engagement, an idle day allowance of \$100 per day (no fringe), for up to two (2) days after the travel day, at which time his or her salary shall commence. No separate *per diem* shall be required on a day on which a travel or idle day allowance is paid. A performer who travels earlier than required by the Producer shall not be entitled to any travel or idle day allowance. No travel or idle day allowance is owed when a performer travels to or from an audition, interview or test.

“(2) Travel by Series or Term Contract Performer to Producer’s Base or Overnight Location At Commencement of Performer’s Engagement or from Producer’s Base or Overnight Location At End of Performer’s Engagement

“Whenever a performer engaged under a series or term contract travels to Producer’s base or overnight location at the commencement of the performer’s engagement, or from Producer’s base or overnight location at the end of the performer’s engagement, on a day other than the seventh day of the performer’s workweek or a holiday, the time spent traveling is not work time, and no travel allowance or any other payment is owed.

“(3) Travel on a Seventh Day or Holiday

“Whenever the performer is required by the Producer to travel to or from an overnight location or the Producer’s base (other than Los Angeles and its environs) on the seventh day of the performer’s workweek or on a holiday, such travel, up to a maximum of eight (8) hours in a twenty-four (24) hour period and subject to deduction for meal periods as provided in the applicable Schedule, shall be deemed work time for purposes of premium pay, and performer shall be entitled to a straight time day, plus an additional one-half (½) day of premium pay as compensation for traveling on such day.

“The holidays herein referred to are New Year’s Day, Presidents’ Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

“(4) Travel on a Work Day

“On a day during which the performer, at the request of the Producer, travels to or from an overnight location (or to or from Producer’s base in the case of a series or term contract performer) and also renders services that constitute work time, all time spent in traveling up to a maximum of eight (8) hours in any twenty-four (24) hour period shall be paid as work time, subject to deduction for any meal periods as provided in the applicable Schedule. Overtime

caused by such travel shall be compensated at time and one-half and not at double time.

“All time intervening between the completion of a performer's work on any day and the commencement of travel shall be paid as work time unless a full rest period is given before travel commences. The preceding sentence shall not apply when the performer is scheduled by the Producer to travel after a full rest period following dismissal, but the Producer agrees to accommodate the performer's request to travel prior to the performer having had a full rest period.

“(5) Travel During the Performer's Engagement to or from Overnight Location (or Producer's Base for a Series or Term Contract Performer)

“All time spent by a performer in traveling to or from an overnight location (or to or from Producer's base in the case of a series or term contract performer) on a day (other than the seventh day of the performer's workweek or a holiday) during the performer's engagement (and not at the commencement or end of the performer's engagement) shall be paid as work time, subject to deduction for any meal periods as provided in the applicable Schedule, up to a maximum of eight (8) hours in any twenty-four (24) hour period.

“(6) Travel to or from Los Angeles When Engaged or Required to Perform Services in Los Angeles or Its Environs

“Whenever a performer is engaged in or required to perform services in Los Angeles or its environs, the time spent traveling to or from Los Angeles is not work time, and no travel allowance or any other payment is owed.

“(e) Treatment of Travel Time Between Lodging and Set

“(1) Time spent by the performer traveling between the place of lodging and the set when on overnight location shall be included in calculating work time, overtime and rest periods and for any other purpose, except as provided in subsection (2) below.

“(2) A performer engaged to work on a series at the Producer's base or in Los Angeles or its environs shall have his or her work time, overtime and rest period and for any other purpose calculated on a 'set-to-set' basis.

“(f) Lodging, Per Diem After Salary Commences and Transportation to/from Set While on Overnight Location

“Producer shall furnish the performer with lodging, *per diem* after salary commences and transportation between lodging and the set while the performer is on overnight location. Separate rooms shall be provided to performers transported to overnight locations unless separate rooms are not available. In the event Producer believes that separate rooms will not be available at a particular location, Producer will notify the Union and the performer prior to departure, with reasonable time for each to investigate to determine whether the foregoing requirement can be complied with by Producer. Lodging, *per diem* after salary commences and transportation to and from the set shall not be required for performers engaged under a series or term contract when employed at Producer’s base, except at the Producer’s election in lieu of paying a relocation allowance. Lodging, *per diem* after salary commences and transportation to and from the set are never required for performers engaged under a series or term contract when employed in Los Angeles and its environs; however, the rules for reporting in the Los Angeles Studio Zone and Los Angeles Secondary Studio Zone shall apply.

“56.1 RELOCATION ALLOWANCE

“A performer engaged under a series or term contract entered into on or after January 1, 2018 who is away from his or her residence overnight at the ‘Producer’s base’ (as defined in Section 56(a)(3)) outside Los Angeles and its environs shall receive a relocation allowance of not less than \$10,000 for any season during which he or she is engaged away from his or her residence overnight, as follows:

“(a) For up to a maximum of four (4) seasons if the performer is engaged on a series for which the season order consists of thirteen (13) or fewer episodes (including the pilot); or

“(b) For up to a maximum of two (2) seasons if the performer is engaged on a series for which the season order consists of more than thirteen (13) episodes (including the pilot).

“Producer, at its election, may provide lodging, *per diem* after salary commences and transportation to and from the set, in lieu of payment of the relocation allowance.”

Make conforming changes, including by modifying the title of Section 65 of the Television Agreement as follows:

“65. OVERNIGHT LOCATIONS – NOTICE, PER DIEM AND CHECK CASHING”

b. *Modify Section 35.D. of the General Provisions of the Codified Basic Agreement (and make conforming changes to the Schedules) as follows:*

“D. Transportation by Air

“(1) Air Travel

“Business class transportation shall be provided on commercial airlines when the performer is required to fly at the request of the Producer, except that coach class air travel shall be permissible in the following circumstances: (a~~1~~) for domestic flights that are less than 1,000 airline miles when the flight is non-stop from the departure point to the final destination; (b~~2~~) for non-stop flights between Los Angeles and Vancouver; (c~~3~~) for non-stop flights that are less than 1,000 miles between the United States and Vancouver or between the United States and Toronto; (d~~4~~) if a substantial number of the company is being transported; (e~~5~~) if six or more performers and/or background actors travel together in the same class on the same flight; or (f~~6~~) for auditions and interviews. The foregoing shall apply to jet flights as well as to prop-driven aircraft. Charter flights may be used which provide substantially equivalent accommodations.

“When the Producer requires the performer to travel by coach class, Producer shall provide elevated coach class travel (e.g., Economy Plus, Extended Leg Room, etc.) when available. Performers who travel by coach class shall be reimbursed by Producer for baggage fees and costs of in-flight meals, provided that the performer submits to the Producer a request for reimbursement with appropriate receipts within thirty (30) days after the flight.

“If a performer covered under this Agreement would be required to travel in coach class, but another employee employed on the same production by the same Producer is traveling on the same flight and the other employee is entitled to travel in a higher class of transportation pursuant to the minimum terms of the collective bargaining agreement under which he/she is employed, then the performer covered under this Agreement shall be upgraded to the same class of transportation as is afforded to the other employee. The foregoing shall not apply when the travel is pursuant to subsections (d), (e) or (f) ~~(4), (5) or (6)~~ of the first paragraph of this Section 35.D.(1)

“If business class transportation is not available and coach class travel is not permissible as described above, then the Producer shall provide first class transportation to the performer.

“(2) Travel Other Than by Air [*Text moved to the General Provisions from various Schedules and changes noted*]

“Reasonable First class transportation shall be provided for travel other than by air. For this purpose, ‘first class transportation’ is synonymous with

‘reasonable transportation.’ The type of transportation required by this subsection (2) can best be illustrated by examples: Bus transportation for a relatively short distance (Hollywood to Lake Arrowhead) meets this requirement; bus transportation for a long distance (Hollywood to San Francisco) does not. Reimbursement for mileage driven from San Diego to Los Angeles meets this requirement; air travel from San Diego to Los Angeles is not required. Pullman accommodations to San Francisco, or any other long distance, meet this requirement; deluxe transportation (e.g., Super Chief) is not required.”

Make conforming changes.

c. **Background Actors** (Producers’ Proposal No. 26.a.)

Modify Section 38 of Schedule X, Part I and Section 39 of Schedule X, Part II as follows:

“_. TRAVELING EXPENSES AND ACCOMMODATIONS

“The background actor’s necessary traveling expenses, meals and lodging shall be made available at the Producer’s expense. The Producer shall furnish first class sleeping accommodations at overnight locations. The Producer shall furnish any required air travel to and from overnight locations as follows:

“Business class transportation shall be provided on commercial airlines when the background actor is required to fly at the request of the Producer, except that coach class air travel shall be permissible in the following circumstances: (1) for domestic flights that are less than 1,000 airline miles when the flight is non-stop from the departure point to the final destination; (2) for non-stop flights between Los Angeles and Vancouver; (3) if six or more performers and/or background actors travel together in the same class on the same flight; (4) if a substantial number of the company is being transported; and (5) for non-stop flights that are less than 1,000 miles between the United States and Vancouver or between the United States and Toronto. The foregoing shall apply to jet flights as well as to prop-driven aircraft. Charter flights may be used which provide substantially equivalent accommodations.

Make conforming changes, including to Section 35.D. of the General Provisions of the Codified Basic Agreement.

d. **Los Angeles Secondary Studio Zone** (Producers' Proposals 23.a. and 23.b.)

i. *Modify Schedule B, Section 44.B. of the Codified Basic Agreement (and make conforming changes to Schedule A, Section 32.F.; Schedule C, Section 41.B.; Schedule E, Section 32.B.; Schedule K-I, Section 22.E. and Schedule K-II, Section 27.B. of the Codified Basic Agreement) as follows:*

"B. Studio Zones and Secondary Studio Zone

"(1) "With respect to studios situated in Los Angeles, California, or its environs;:

"(a) ~~t~~The 'studio zone' shall include all territory within the radius of thirty (30) miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, and shall also include Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds) and such other territory (such as the present Columbia Ranch and Disney Ranch) as is generally recognized as being within the studio zone. *[Move the following sentence to the end of Section B. as indicated below: With respect to studios not situated in Los Angeles or its environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers, and in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules herein set forth) shall be determined by arbitration under Section 9 of the General Provisions whenever the situation arises.]* Producer shall grant reasonable requests for hotel accommodations received from performers who are required to report for work at a location in Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds) that is more than four (4) miles from the perimeter of the thirty-mile zone.

"(b) The 'secondary studio zone' shall be the area extending ten (10) miles from the perimeter of the studio zone and including John Wayne Airport. It does not include any of the areas that fall within the definition of the studio zone in subsection (a) above. The Union shall not unreasonably deny waivers for locations, such as Lake Hughes, Elizabeth Lake and the Nikken Building in Irvine, that are outside the studio zone and the secondary studio zone, to be treated as within the secondary studio zone.

* * * *

“(4) The Los Angeles Secondary Studio Zone

“When a performer is required to report to a location within the secondary studio zone, the following shall apply:

“(a) Producer shall notify performers not less than twenty-four (24) hours in advance that it intends to require performers to report to a location within the secondary studio zone. Such notification shall not constitute a work call.

“(b) Mileage shall be paid from the studio or production office to and from the location within the secondary studio zone. In addition, the Producer shall pay a \$4.50 per day allowance to each performer asked to report within the secondary studio zone.

“(c) Courtesy housing shall be offered to those performers who work in excess of twelve (12) hours in the secondary studio zone.

“(d) Rest periods shall be calculated from the perimeter of the thirty-mile studio zone. The amount of time needed to travel between the secondary studio zone location and the perimeter of the thirty-mile studio zone for purposes of calculating rest periods shall be consistent with the determination of the travel time for the crew.

“(e) Except as otherwise provided in this Section B.(4), all of the other provisions applicable to a performer reporting within the studio zone shall apply.

“(45) When a performer is required to report for work in the studio zone or secondary studio zone other than at a studio, Producer shall pay for parking in a supervised public parking lot. If no such public parking is available, Producer will provide supervised or secured parking.

“(56) With respect to studios situated in San Francisco, California, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Market and Powell Streets.

“(7) With respect to studios not situated in Los Angeles or its environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers, and in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules herein set forth) shall be determined by arbitration under Section 9 of the General Provisions whenever the situation arises.”

Make conforming changes.

ii. *Modify Schedule X-I, Sections 31 and 33(c) as follows:*

“31. LOS ANGELES STUDIO ZONE AND SECONDARY STUDIO ZONE

“A. The ‘Studio Zone’ within the Los Angeles Background Actor Zone shall be the area within a circle thirty (30) miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, and shall also include Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds). The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the studio zone. See Exhibit ‘G’ attached.

“Producer shall grant reasonable requests for hotel accommodations received from background actors who are required to report for work at a location in Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds) that is more than four (4) miles from the perimeter of the thirty-mile zone.

“B. The ‘Secondary Studio Zone’ within the Los Angeles Background Actor Zone shall be the area extending ten (10) miles from the perimeter of the Los Angeles Studio Zone and including John Wayne Airport. It does not include any of the areas that fall within the definition of the Studio Zone in Section A. above. The Union shall not unreasonably deny waivers for locations, such as Lake Hughes, Elizabeth Lake and the Nikken Building in Irvine, that are outside the Studio Zone and the Secondary Studio Zone, to be treated as within the secondary studio zone.

* * * *

“33. TRANSPORTATION

* * * *

“(c) When a background actor is required to report to a location within the Los Angeles Secondary Studio Zone and Producer does not furnish transportation, the following shall apply:

“(1) Mileage shall be paid from the studio or production office to and from the location within the Secondary Studio Zone. In addition, the Producer shall pay a \$4.50 per day allowance to each background actor asked to report within the Secondary Studio Zone.

“(2) Courtesy housing shall be offered to those background actors who work in excess of twelve (12) hours in the Secondary Studio Zone.

“(3) Time spent traveling between the Secondary Studio Zone location and the perimeter of the thirty-mile Los Angeles Studio Zone shall be travel time for purposes of applying the sixteen (16) hour rule. The amount of time needed to travel between the Los Angeles secondary studio zone location and the perimeter of the thirty-mile studio zone shall be consistent with the determination of the travel time for the crew.

“(4) Except as otherwise provided in this subsection (4), all of the other provisions applicable to a background actor reporting within the Los Angeles Studio Zone shall apply.

Make conforming changes, including to Sections 19(a), 30(a), 32(a), 33(a) and 35 of Schedule X-I.

e. *Modify the third paragraph of Section 34.A. of the General Provisions of the SAG-AFTRA Codified Basic Agreement and make conforming changes to the first paragraph of Section 22(c) of the SAG-AFTRA Television Agreement as follows:*

“The term ‘gross compensation,’ as used in this subsection A., means all salaries and other compensation or remuneration, including compensation payable under Section 5 and 5.2 hereof, but only to the extent provided in said Sections, and excluding meal penalties, payments for rest period violations, traveling, lodging or living expenses, allowances, interest on delinquent payments, reimbursement for special hairdress or for wardrobe damage, but without any other deductions whatsoever. Such term also includes amounts paid to an employee with respect to services as a performer (including compensation paid as salary settlements) whether or not any services were performed.”

f. Waiver and Release of Claims re Travel (Including Relocation of Series Regulars)

In consideration of the agreements made by the parties during the 2017 negotiations, the Union waives and forever relinquishes all known and unknown claims arising prior to July 1, 2017 or the date of ratification, whichever is later, concerning travel practices on television motion pictures or High Budget SVOD Programs (as defined in Paragraph E. of Sideletter H of the Television Agreement), including but not limited to the relocation of series contract performers, the payment of *per diem*, lodging and provision of transportation to performers on overnight location; the calculation of work time, overtime and rest periods; and the provision of transportation to and from a location.

It is understood that the arbitration proceeding in *Murder in the First* shall proceed, and the decision in the *Murder in the First* matter shall be dispositive of any and all claims brought against or that could have been brought against AMPTP member companies, and any of their related or affiliated entities, concerning the payment of travel time to a day performer from Los Angeles engaged on a theatrical motion picture returning from an overnight location, subject to any legal defense(s), including but not limited to laches or limitations period(s), that Producer may raise with respect to any such claim.

g. *The AMPTP shall issue the following bulletin to Producers listed on Attachment A within thirty (30) days of receipt of notice of ratification:*

“NOTICE TO PRODUCERS REPRESENTED BY THE AMPTP IN NEGOTIATIONS FOR THE 2017 SAG-AFTRA CODIFIED BASIC AGREEMENT AND THE 2017 SAG-AFTRA TELEVISION AGREEMENT:

“During the 2017 negotiations, the parties discussed the importance of addressing concerns regarding the safety of performers who are unable to drive home safely from a set or a location due to inclement weather, as well as concerns regarding the safety of performers who are too tired to drive safely at the end of an extended work day.

“The Producers reaffirm their commitment to performer safety. Should a performer notify an authorized representative of the Producer before leaving the set or location that he or she cannot drive home safely due to inclement weather, or that he or she is too tired to drive safely at the end of an extended workday, the Producer should endeavor to find alternative means of transportation for the performer or to provide the performer a hotel room or a place to rest. Performers should be able to notify the Producer’s authorized representative without fearing reprisal or concerns that such notification will affect future employment opportunities.

“To comply with the parties’ agreement, please ensure that a copy of this bulletin is distributed to the appropriate personnel in your production offices.”

h. The parties agree that during the term of the Television Agreement, the Union may request a meeting with designated representative(s) of a Producer to discuss the safety of series performers driving to or from the set during inclement weather or when they are too tired to drive home from the set after an extended workday. Such meeting shall be arranged to take place promptly thereafter at a mutually-convenient time.

8. **Television Options** (Union Proposal No. 20)

a. *Add the following subsection (c) to Section 24 (“Options”) of the Television Agreement (and renumber the current Section 24(c) to Section 24(d)):*

“(c) Option Period Between Seasons

“Options for an additional contract year with a performer employed under a series contract who is guaranteed less than \$32,000 for the television motion picture, on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018, shall be subject to the following:

“(1) The option period shall commence upon completion of principal photography of the last episode of the season of the series and shall end no later than one (1) year thereafter, unless Producer extends the option period pursuant to subsection b) below.

“(2) The Producer may extend the option period no more than two (2) times by a period of up to six (6) months each, by paying the performer an amount equal to the episodic fee specified in the performer’s contract for the preceding season for each period of up to six (6) months. The foregoing payment may not be credited against future episodic fees or any other amount due to performer under this Agreement.

“A performer guaranteed \$32,000 or more per television motion picture under a series contract on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018 may bargain without limitation with regard to options for additional contract year(s).”

Make conforming changes, including by modifying Section 14(b) with respect to options.

b. **Waiver and Release of Claims re Options**

In consideration of the agreements made by the parties during the 2017 negotiations, the Union waives and forever relinquishes all known and unknown claims arising prior to July 1, 2017 or the date of ratification, whichever is later, concerning options on television motion pictures or High Budget SVOD Programs (as defined in Paragraph E. of Sideletter H of the Television Agreement).

9. **Television Recurring Roles** (Union Proposal No. 21)

The AMPTP shall send the following notice to Producers represented by the AMPTP in negotiations for the 2017 SAG-AFTRA Codified Basic Agreement and 2017 SAG-AFTRA

Television Agreement within thirty (30) days of receiving notice of ratification of the 2017 SAG-AFTRA Codified Basic Agreement and 2017 SAG-AFTRA Television Agreement from SAG-AFTRA:

“NOTICE TO PRODUCERS REPRESENTED BY THE AMPTP IN NEGOTIATIONS FOR THE 2017 SAG-AFTRA CODIFIED BASIC AGREEMENT AND THE 2017 SAG-AFTRA TELEVISION AGREEMENT:

“During the 2017 negotiations, the parties discussed the casting practice commonly known as ‘pinning’ by which a Producer expresses interest in a performer for a certain date or dates, but does not actually engage the performer.

“This is a reminder that ‘pinning,’ or any other similar term that refers to an expression of interest without actually engaging the performer, does not create a binding commitment between the performer and the Producer. A performer who has been ‘pinned’ for certain dates is free to accept other employment for those dates.

“The Producer may request that the performer notify the Producer that he or she is no longer available in the event that performer accepts other employment for dates for which he or she is ‘pinned.’ The Producer may also contact a performer from time to time to discuss his or her availability for dates for which he or she is ‘pinned.’ Nothing herein shall give the Producer the ability to preempt other employment opportunities for a performer that has been ‘pinned,’ but not engaged.

“Retaliating or threatening to retaliate against a performer by refusing to consider the performer for future roles because he or she becomes unavailable for dates for which he or she was ‘pinned’ – but not engaged – is expressly prohibited.

“To comply with the parties’ agreement, please ensure that a copy of this bulletin is distributed to your company’s Casting Executives and Casting Directors as soon as practicable, and is included in any casting policies issued to Casting Directors.”

10. **Free to the Consumer/Advertiser Supported Streaming** (Union Proposal No. 9.A.)

- a. Increase the percentage applicable to the residual payment in Paragraph 2.A.(4)b.(i)(A) and (B) of Sideletter 22 to the Codified Basic Agreement and Sideletter I to the Television Agreement re Exhibition of Television Motion Pictures Transmitted Via New Media from the current five percent (5%) to five and one-half percent (5.5%) for television motion pictures, the principal photography of which commences on or after July 1, 2018.
- b. Increase the residual payment set forth in Paragraph B.3.(b)(i) of Sideletter 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement for

use of a Derivative New Media Production on advertiser-supported platforms beyond the thirteen (13) consecutive week period covered by initial compensation from \$20.00 to \$22.00 for a Derivative New Media Production that is ten (10) minutes or less in length, and from \$25.00 to \$27.00 for a Derivative New Media Production that is more than ten (10) minutes in length. Such increases shall apply to Derivative New Media Productions, the principal photography of which commences on or after July 1, 2018.

11. **High Budget SVOD Programs and High Budget Features Made for SVOD Platforms** (Union Proposal Nos. 9.B. and 9.C.)

a. *Modify Paragraph E. of Sideletter H of the 2014 SAG-AFTRA Television Agreement (and making conforming changes to Paragraph E. of Sideletter 21 to the 2014 SAG-AFTRA Codified Basic Agreement) as follows:*

“**E. ‘High Budget’ Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-On-Demand Consumer Pay Platform**

“**1. Prospective Application**

“The terms and conditions set forth in this Paragraph E. shall not apply to any program or series that was grandfathered, and remains grandfathered, pursuant to subparagraphs (a) and (b) of Paragraph E.1. of Sideletter H to the 2014 SAG-AFTRA Television Agreement.

“In addition, the terms and conditions set forth in this Paragraph E. shall not apply to a High Budget SVOD Program or episodes of a High Budget SVOD series, the principal photography of which commences on or after July 1, 2017 pursuant to a license agreement entered into prior to July 1, 2017 (and which program or series is not otherwise grandfathered as provided above).^{1,2} For such Programs or episodes, Paragraph E. of

¹ If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the principal photography of which commences on or after July 1, 2017, pursuant to a license agreement entered into prior to July 1, 2017, and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of this Sideletter H to the 2017 SAG-AFTRA Television Agreement.

² The Producer shall notify the Union of any such license agreement entered into prior to July 1, 2017. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the

Sideletter H to the 2014 SAG-AFTRA Television Agreement shall apply instead, except that: (a) footnote 3 of this Sideletter applies; (b) minimum initial compensation shall increase by the general wage increases negotiated during the 2017 negotiations, which increases are subject to reduction as a result of any diversion that the Union may elect in years 2 and/or 3 of the Agreement; and (c) the ‘total actual compensation’ for purposes of calculating the fixed residual payment shall not exceed the applicable ceiling set forth in Section 18(b)(1)b) of the 2014 SAG-AFTRA Television Agreement as of June 30, 2017, in the case of a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay new media platform with 15 million or more subscribers in the United States and Canada, or sixty-five percent (65%) of the applicable ceiling set forth in Section 18(b)(1)b) of the 2014 SAG-AFTRA Television Agreement as of June 30, 2017, in the case of a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay new media platform with fewer than 15 million subscribers in the United States and Canada.

“The terms and conditions set forth in this Paragraph E. shall be applicable prospectively only. They shall not apply to:

“(a) any program or series that would otherwise qualify as a “High Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to October 1, 2014; or

“(b) any program or series that would otherwise qualify as a “High Budget SVOD Program” within the meaning of this Sideletter for which the principal photography of the program or the first episode of the series commenced after October 1, 2014, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Producer prior to October 1, 2014.² However, if such license

anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the Union’s request, the Producer must make an unredacted license agreement available for inspection at the Producer’s office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

² The Producer shall notify the Union of any such license agreement that it enters into prior to October 1, 2014. The notice shall include the name of the licensee, the term of the

agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to October 1, 2014.

Any program or series described in subparagraph (a) or (b) above shall continue to be subject to the terms of Sideletter No. 21 re Programs Made for New Media under the SAG Codified Basic Agreement of 2011. However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after October 1, 2014 and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of this Sideletter.

Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to SAG-AFTRA-represented employees on programs or series covered by subparagraphs (a) or (b) above.

* * * *

“4. Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to High Budget SVOD Programs shall be those applicable under the Producer – SAG-AFTRA Codified Basic Agreement of 2014~~2017~~ and the 2014~~2017~~ SAG-AFTRA Television Agreement to dramatic programs made for network prime time, subject to the following clarifications and modifications:

“(a) A High Budget SVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget SVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; a High Budget SVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and a

license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the Union’s request, the Producer must make an unredacted license agreement available for inspection at the Producer’s office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

High Budget SVOD Program 96 minutes or longer shall be treated as a 120-minute program.³

* * * *

- “(e) For a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than ~~1520~~ million subscribers, or a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with ~~1520~~ million or more subscribers that is budgeted at \$1,300,000 or more but less than ~~\$2,000,000 (\$2,100,000 effective July 1, 2016)~~ for a program between 20 and 35 minutes in length, \$2,500,000 or more but less than ~~\$3,700,000 (\$3,800,000 effective July 1, 2016)~~ for a program between 36 and 65 minutes in length, \$3,000,000 or more but less than \$4,000,000 for a program between 66 and 95 minutes in length and \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) for a program 96 minutes or more in length, the following additional modifications shall apply:
 - “(i) Producer may credit amounts in excess of 65% of the minimum, but not to exceed the minimum, against any other compensation otherwise due to a series or term contract performer (e.g., overtime, penalties, and residuals, regardless of whether the threshold for advance payment of residuals has been met). Such crediting shall not apply to background actors or performers other than series or term contract performers. (Note that this crediting is in addition to the rights of crediting of residuals provided in Paragraph E.4.(d) of this Sideletter.)

³ For purposes of determining the applicable compensation and other terms and conditions under Paragraph E. of this Sideletter, the parties agree that an episode of a High Budget SVOD series may exceed the ‘program length’ which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series falls in the 20-35 minute category, a given episode of such series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under Sideletter H to the 2014 SAG-AFTRA Television Agreement.

* * * *

“(ii) On days for which the Television Agreement requires premium pay for travel, such travel time shall be compensated at straight time with respect to employment covered hereunder.

* * * *

“5. Reuse

“The provisions below apply to the reuse of High Budget SVOD Programs.

“(a) (i) Initial compensation paid to performers employed on a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with 15 million or more subscribers in the United States and Canada constitutes payment for one yearninety (90) days of use worldwide on such platform (including any related or affiliated foreign subscription video-on-demand consumer pay platform), commencing with the first day the High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform(s).

“(ii) Subsequent Use on the Domestic Subscription Consumer Pay Platform on Which the High Budget SVOD Program Was Initially Exhibited.

For each year of use of such programs on the subscription video-on-demand consumer pay platform (including any related or affiliated foreign subscription video-on-demand consumer pay platform) beyond the initial one-year use period, the Producer shall make a fixed residual payment calculated by multiplying the performer's "total actual compensation" (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in Section 18(b)(1)b) of the Television Agreement, by the applicable percentage set forth in the following chart:

<u>Exhibition Year*</u>	<u>Percentage of “Total Actual Compensation” (subject to Section 18(b)(1)b) ceilings)</u>
Year 2	30.0%

Year 3	30.0%
Year 4	25.0%
Year 5	20.0%
Year 6	15.0%
Year 7	10.0%
Year 8	8.0%
Year 9	5.0%
Year 10	4.5%
Year 11	3.0%
Year 12	2.5%
Each Year thereafter	1.5%

~~*Each Year shall commence with the first day that the High Budget SVOD Program is made available for exhibition on the subscription consumer pay platform following the conclusion of the prior one-year use period.~~

(iii) Initial compensation paid to performers employed on a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay new media platform with fewer than 15 million subscribers in the United States and Canada constitutes payment for one year of use on the domestic subscription video-on-demand consumer pay platform on which it is first exhibited and on any related or affiliated foreign subscription video-on-demand consumer pay platform, commencing with the first day that the High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform.

For each year of use of such High Budget SVOD Program on the domestic subscription video-on-demand consumer pay platform and on any related or affiliated foreign subscription video-on-demand consumer pay platform(s) beyond the initial one-year use period, the Producer shall make a fixed residual payment calculated by multiplying 65% of “total actual compensation” (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed 65% of the applicable ceiling set forth in Section 18(b)(1)b of the Television Agreement, by the applicable percentage set forth in the chart above in subparagraph (ii).

“For use on the subscription video-on-demand consumer pay platform in the United States and Canada on which the High Budget SVOD Program is initially exhibited during the first exhibition year after the ninety (90) day period following the initial availability of the Program on such platform, and for each year of domestic use thereafter, the Producer shall pay residuals calculated by multiplying the performer’s ‘total actual compensation’ (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in the chart below, by the applicable percentage for the period of use set forth in subparagraph (A) below and by the subscriber factor set forth in subparagraph (B) below.

<u>Applicable Ceiling</u>	
<u>Length</u>	<u>Effective July 1, 2017</u>
20-35 minutes	\$2,707
36-65 minutes	\$3,851
66-95 minutes*	\$3,966
96 minutes or more*	\$4,145

“* The applicable ceiling for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$30 million or more and made for a subscription consumer pay platform with 20 million or more domestic subscribers shall be \$4,350.

“(A) Percentage of ‘Total Actual Compensation’ (Subject to Applicable Ceiling) Payable for Residuals.

<u>Exhibition Year*</u>	<u>Percentage of ‘Total Actual Compensation’ (Subject to Applicable Ceiling)</u>
Year 1*	<u>35.0%</u>
Year 2	<u>30.0%</u>
Year 3	<u>30.0%</u>
Year 4	<u>25.0%</u>
Year 5	<u>20.0%</u>
Year 6	<u>15.0%</u>
Year 7	<u>10.0%</u>

<u>Exhibition Year*</u>	<u>Percentage of ‘Total Actual Compensation’ (Subject to Applicable Ceiling)</u>
Year 9	<u>5.0%</u>
Year 10	<u>4.5%</u>
Year 11	<u>3.0%</u>
Year 12	<u>2.5%</u>
Each Year thereafter	<u>1.5%</u>

“*Exhibition Year 1 shall commence on the first day that the High Budget SVOD Program is made available for exhibition on the subscription video-on-demand consumer pay platform following ninety (90) days after the initial exhibition date. Each Exhibition Year thereafter shall commence with the first day that the High Budget SVOD Program is made available for exhibition on the subscription video-on-demand consumer pay platform following the conclusion of the prior one-year use period.

“(B) Subscriber Factor.

<u>Subscriber Tier</u>	<u>Domestic Subscribers</u>	<u>Subscriber Factor</u>
<u>1</u>	<u>Under 1 million</u>	<u>20%*</u>
<u>2</u>	<u>1 million to 5 million</u>	<u>40.0%</u>
<u>3</u>	<u>Over 5 million but fewer than 20 million</u>	<u>65.0%</u>
<u>4</u>	<u>20 million to 45 million</u>	<u>100.0%</u>
<u>5</u>	<u>Over 45 million</u>	<u>150.0%</u>

“*No residual shall be owed for the first year of exhibition of a High Budget SVOD Program or series produced for initial exhibition on a subscription consumer pay platform with fewer than 1,000,000 domestic subscribers.

“The number of domestic subscribers shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the number of domestic subscribers that applies to the first episode of the season shall apply to the entire season in perpetuity.

“(C) Payment

“Payment for each Exhibition Year shall be due sixty (60) days after the end of the calendar quarter in which the High Budget SVOD Program was first made available in that Exhibition Year.

“(iii) Use on a Foreign Subscription Video-on-Demand Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Video-on-Demand Consumer Pay Platform.^{4,5}

“(A) Foreign Subscription Video-on-Demand Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Video-on-Demand Consumer Pay Platform with Over 45 Million Subscribers.

“(1) When Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with over 45 million subscribers and also licenses SVOD rights for use on its related or affiliated foreign subscription video-on-demand consumer pay platform(s), Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the domestic subscription video-on-demand consumer pay platform) that is an additional percentage of the domestic residual set forth in subparagraph 5.(a)(ii) above according to the following schedule:

<u>Exhibition Year</u>	<u>Percentage of Domestic Residual</u>
<u>Year 1</u>	<u>35.0%</u>
<u>Year 2</u>	<u>35.0%</u>
<u>Year 3</u>	<u>35.0%</u>

⁴ Residuals shall also be payable under this provision when the Producer is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform.

⁵ It is understood that this provision also applies when a subscription consumer pay platform that holds foreign exhibition rights sublicenses those rights.

<u>Exhibition Year</u>	<u>Percentage of Domestic Residual</u>
<u>Year 4</u>	<u>25.0%</u>
<u>Year 5</u>	<u>25.0%</u>
<u>Year 6</u>	<u>25.0%</u>
<u>Year 7</u>	<u>20.0%</u>
<u>Year 8</u>	<u>20.0%</u>
<u>Year 9</u>	<u>20.0%</u>
<u>Year 10</u>	<u>15.0%</u>
<u>Year 11</u>	<u>15.0%</u>
<u>Year 12</u>	<u>15.0%</u>
<u>Each Year thereafter</u>	<u>10.0%</u>

“Payment of the additional fixed residual above shall cover worldwide use of the High Budget SVOD Program on all foreign subscription video-on-demand consumer pay platforms for the applicable exhibition year.

“2) However, when Producer’s license includes the SVOD rights for use on the related or affiliated foreign subscription video-on-demand consumer pay platform(s) of such domestic subscription video-on-demand consumer pay platform in foreign territories which constitute fifteen percent (15%) or less of the value of all foreign markets (i.e., outside the United States and Canada), then gross receipts-based residuals for such foreign SVOD licensing shall be paid pursuant to subparagraph 5.(a)(iii)(B)2) below in lieu of the foreign fixed residual in subparagraph 5.(a)(iii)(A)1) above. In that case, the Producer shall allocate a fair and reasonable portion of the license fee to the foreign territories for which related or affiliated foreign subscription consumer pay platform(s) have exhibition rights, and make a residual payment equal to 3.6% of such allocated amount, which amount shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as

applicable.^{6, 7} If the Union contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated.

“(B) Foreign Subscription Video-on-Demand Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Video-on-Demand Consumer Pay Platform with 45 Million or Fewer Subscribers.

- “(1) When a Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with 45 million or fewer subscribers and also licenses ‘worldwide’ SVOD rights to its related or affiliated foreign subscription consumer pay platform(s), the Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial exhibition on the domestic subscription video-on-demand consumer pay platform) that is an additional percentage of the domestic residual set forth in subparagraph 5.(a)(ii) above according to the schedule in subparagraph 5.(a)(iii)(A)1 above.
- “(2) When a Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with 45 million or fewer subscribers and also licenses

⁶ If the Producer is related to or affiliated with the domestic subscription video-on-demand consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor's payments to unrelated or unaffiliated entities in arms' length transactions for comparable programs, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms' length transactions, or, if none, a comparable exhibitor's payments to comparable unrelated and unaffiliated entities in arms' length transactions for comparable programs.

⁷ At the Union's request, the Producer must make an unredacted license agreement available for inspection at the Producer's office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.’

foreign SVOD rights other than ‘worldwide’ to its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall make a residual payment equal to 3.6% of ‘Distributor’s gross’ as defined in Paragraph 4 of the ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.’ Such payment shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable. For purposes of this provision, when the license includes both the right to exhibit a High Budget SVOD Program on a domestic subscription video-on-demand consumer pay platform and on its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall allocate a fair and reasonable portion of the license fee to the foreign territories for which related or affiliated foreign subscription video-on-demand consumer pay platform(s) have exhibition rights, and then make the residual payment provided herein of such allocated amount.^{8,9} If the Union contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated.

(b) For subsequent exhibition of a High Budget SVOD Program on any subscription video-on-demand consumer pay new media platform other

⁸ If the Producer is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor’s payments to unrelated or unaffiliated entities in arms’ length transactions for comparable programs, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms’ length transactions, or, if none, a comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs.

⁹ At the Union’s request, the Producer must make an unredacted license agreement available for inspection at the Producer’s office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.’

than the subscription video-on-demand consumer pay platform on which the program was initially exhibited and any of its related or affiliated foreign subscription video-on-demand consumer pay platform(s) (other than on a foreign subscription video-on-demand consumer pay platform for which the fixed residual has been paid pursuant to subparagraphs 5.(a)(iii)(A)1 or 5.(a)(iii)(B)1 above), the Producer shall make a residual payment equal to 3.6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.” Such payment shall include ~~pension and health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable. SAG Plans (hereinafter referred to as “pension and health contributions”) or health and retirement contributions to the AFTRA Funds (hereinafter referred to as “health and retirement contributions”), as applicable.~~

- “(c) For subsequent exhibition of a High Budget SVOD Program on any consumer pay new media platform other than a subscription video-on-demand consumer pay platform (*i.e.*, on a transactional consumer pay platform involving download-to-own or download-to-rent transactions), the Producer shall make a residual payment equal to 3.6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.” Such payment shall include ~~pension and health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable. SAG Plans (hereinafter referred to as “pension and health contributions”) or health and retirement contributions to the AFTRA Funds (hereinafter referred to as “health and retirement contributions”), as applicable.~~
- “(d) Except as provided in the next paragraph, for subsequent exhibition of a High Budget SVOD Program on any free-to-the-consumer/advertiser-supported new media platform, the Producer shall make a residual payment equal to 6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,” plus health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable. pension and health or health and retirement contributions, as applicable.

“Notwithstanding the foregoing, the Producer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series), without any additional payment, on free-to-the-consumer/advertiser-supported new media platforms for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program.

“(e) For use of a ~~Derivative~~ High Budget SVOD Program in traditional media (e.g., theatrical exhibition, free television, basic cable, pay television, home video), the Producer shall pay residuals under existing Television Agreement formulas as a supplemental use as set forth in Paragraph B.3.(e) of this Sideletter; for use of an ~~Original~~ High Budget SVOD Program in traditional media, the Producer shall pay residuals as a supplemental use as set forth in Paragraph D.3.(e) of this Sideletter.

“(f) Residuals payable for High Budget SVOD series under this Paragraph E. that are calculated as a percentage of 'Distributor's gross' shall be distributed among performers according to the 3-2-1 rateable distribution formula in Section 18.2 of the SAG-AFTRA Television Agreement. Residuals payable for all other High Budget SVOD Programs that are calculated as a percentage of 'Distributor's gross' shall be distributed among performers according to the time and salary units formula provided in Section 5.2.B. of the General Provisions of the SAG-AFTRA Codified Basic Agreement.

* * * *

“J. Sunset Clause

“The parties recognize that this Sideletter is being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, except as provided in the next paragraph, all of the provisions of this Sideletter shall expire on the termination date of the Producer – SAG-AFTRA Codified Basic Agreement of 20142017 and the 20142017 SAG-AFTRA Television Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of Made for New Media Productions to be in effect thereafter.

“The terms and conditions herein applicable to High Budget SVOD Programs shall apply and remain in full force and effect, and without change, to High Budget SVOD Programs produced by the Producer hereunder, regardless of the terms or provisions of any agreement which is a modification, extension or renewal of, or substitution for, this sideletter.

“The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreements will be based on the conditions that exist and reasonably can be forecast at that time.

* * * *”

Make conforming changes.

12. **New Media Production Information** (Union Proposal 9.E.)

Modify Paragraph H of Sideletter No. 21 of the 2014 SAG-AFTRA Codified Basic Agreement and Sideletter H of the 2014 SAG-AFTRA Television Agreement as follows:

“H. As soon as practicable for each production made for New Media (but excluding Experimental New Media Productions which the Producer has not elected to cover), Producer shall furnish a notice containing the following information, if known, to a designated representative of the Union (only one notice need be given per series, unless otherwise requested by the Union as provided below):

- the name, address and telephone number of the production company;
- the working title of the production; and
- the principal location at which photography is scheduled to occur;
- the beginning and end dates of principal photography;
- the length of the project in minutes (or, in the case of a series, the average length of each episode in minutes);
- for series, the total number of episodes being produced in each season;
- for programs other than High Budget SVOD Programs, whether the budget is below \$25,000 per minute of actual program material as exhibited on consumer pay platforms; and
- for High Budget SVOD Programs, the name of the subscription video-on-demand consumer pay platform for which the program is made and, for programs (a) between 20 and 35 minutes in length, whether the budget is \$1,300,000 or more but less than \$2,100,000; (b) between 36 and 65 minutes in length, whether the budget is \$2,500,000 or more but less than \$3,800,000; (c) between 66 and 95 minutes in length, whether the budget is \$3,000,000 or more but less than \$4,000,000; or (d) 96 minutes or more in length, whether the budget is \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof).

“Both the Union and the Producer shall designate a representative for the other party to contact in the event of questions concerning the foregoing. Union may request Producer to update the foregoing information or to provide such information for a subsequent season of the series, and, if there are material changes to the information previously submitted, Producer shall respond to such request with the information known at the time of its response.”

Make conforming changes.

13. **Background Actors**

a. **The CW** (Union Proposal No. 1.A.)

The parties agree that background actors employed on programs produced for The CW under Section 83 of the Television Agreement shall be treated the same as background actors employed on any other television motion pictures produced under the Television Agreement, *i.e.*, Schedule X, Part I rates and conditions will apply to the employment of background actors in Schedule X, Part I zones; Schedule X, Part II rates and conditions will apply to the employment of background actors in Schedule X, Part II zones; elsewhere, background actors are not covered. The foregoing applies to all employees covered by Schedule X, Parts I and II.

b. **Overtime (Schedule X, Part I)** (Union Proposal No. 1.C.)

Modify Section 22(a) of Schedule X, Part I of the Codified Basic Agreement as follows:

“22. OVERTIME

“Background actors employed in excess of eight (8) hours in any one (1) day, from the time the background actor is required to and does report until dismissed, shall be paid daily overtime compensation as follows:

“(a) One-and-one-half (1½) times the background actor's rate of pay for the ninth; ~~and tenth, eleventh and twelfth~~ work hours of employment and not less than double the background actor's rate of pay for all hours worked thereafter, computed in units of one-tenth (1/10) hours.”

c. **Photographic Doubles** (Union Proposal No. 1.D.)

i. *Modify Schedule X, Part I: Section 3(b)(2) as follows:*

“(2) A background actor required to do photographic doubling shall be ~~entitled to a Special Ability adjustment paid the stand-in rate.~~”

ii. *Modify Schedule X, Part II: Section 3.A.(2) as follows:*

“(2) A general background actor required to do photographic doubling shall be paid the ~~special ability background actor~~ stand-in rate.”

d. **Vouchers** (Union Proposal No. 1.E.)

i. *Add the following as the penultimate paragraph of Section 46(a) of Schedule X, Part I of the Codified Basic Agreement (and attach a new Exhibit H):*

“Producer shall give each background actor at the time of reporting to the set a contract and/or voucher which should be in the preferred form attached hereto as Exhibit H. The voucher should include a space for the background actor’s SAG-AFTRA identification number, if any. Such contract and/or voucher shall be the background actor’s property until dismissal, at which time the background actor will retain one copy of the properly filled-in and executed contract and/or voucher.”

iii. *Modify the third paragraph of Section 47 of Schedule X-Part II of the 2014 SAG-AFTRA Codified Basic Agreement to replace the word “standard” with the word “preferred” as follows:*

“The voucher in the standard form attached hereto as Exhibit H shall accompany each check. Producer shall give each background actor at the time of reporting to the set a contract and/or voucher which should be in the preferred form attached hereto as Exhibit H. The voucher should include a space for the background actor’s SAG-AFTRA identification number, if any. Such contract and/or voucher shall be the background actor’s property until dismissal, at which time the background actor will retain one copy of the properly filled-in and executed contract and/or voucher.”

iv. Add the attached Exhibit H to Schedule X, Part I of the 2014 SAG-AFTRA Codified Basic Agreement, and replace the existing Exhibit H to Schedule X, Part II with Attachment B, which is attached to this Memorandum of Agreement.

iv. Within ninety (90) days after receipt of notice of ratification, AMPTP shall send a notice to major background casting agencies advising them to continue any past practice of processing a background actor’s paycheck without a Social Security Number on the voucher if the background casting agency already received a completed W-4 or the equivalent from the background actor and the background actor provided his or her SAG-AFTRA identification number.

14. **Casting Data Reports** (Union Proposal No. 3.B.)

The parties agree to add “Middle Eastern/North African” to the Casting Data Reports in Exhibits B and B-1 of the Codified Basic Agreement and Exhibits E and E-1 of the Television Agreement.

15. **Electronic Reporting** (Union Proposal No. 4)

During the term of the 2017 SAG-AFTRA Codified Basic and Television Agreements, the parties shall conduct a joint study of whether and how to design and implement an electronic system that can be used by all Producers signatory to the SAG-AFTRA Codified Basic Agreement and Television Agreement for submitting production time reports to SAG-AFTRA. It is understood that the parties are not bound to implement any recommendations resulting from the study.

The parties shall apply for a grant from the IACF and AICF to fund the study. Within one (1) year after ratification of the Agreements, SAG-AFTRA and the AMPTP shall jointly develop a request for proposal in order to seek and engage a consultant to conduct the study.

16. **Performance Capture** (Union Proposal No. 12)

During the term of the Agreements, the parties agree to develop and participate in an event, such as a panel or other forum, to explore the evolution of performance capture. Invitees shall include representatives from the Producers and third party experts.

17. **Secondary Digital Channels** (Producers' Proposal No. 1)

Modify Sideletter No. 25 re License of Free Television, Pay Television or Basic Cable Motion Pictures to Secondary Digital Channels in the Codified Basic Agreement (and make conforming changes to Sideletter O re License of Free Television, Pay Television or Basic Cable Motion Pictures to Secondary Digital Channels in the Television Agreement) as follows:

“July 1, 2017

“David White
National Executive Director
SAG-AFTRA
5757 Wilshire Boulevard
Los Angeles, California 90036-3600

“Re: License of Free Television, Pay Television or Basic Cable Motion Pictures to Secondary Digital Channels of Free Television Motion Pictures, Pay Television Motion Pictures, High Budget SVOD Programs, Made-For-Home Video Motion Pictures or Basic Cable Programs

“Dear David:

“During the 2017 2014 negotiations, the parties discussed the residual formula for exhibition of television motion pictures on certain secondary digital channels.

“The parties agreed that instead of a fixed residual formula, Producer shall pay to the Union for rateable distribution to the performers a percentage residual formula of six percent (6%) of Distributor's gross receipts (as defined in Section 5.2 E. of the General Provisions of the Producer – SAG-AFTRA Codified Basic Agreement of 2017 2014) for any license to a secondary digital channel of any free television motion picture, pay television motion picture, High Budget SVOD Program (as defined in the Sideletter re: Programs Made for New Media), motion picture made for home video or basic cable program as to which a fixed residual would otherwise be payable, provided that such program is out of production. (i) has been out of production for at least three years and (ii) has not been exhibited under a fixed residual formula in syndication (except in the non-lead market) or pay television for at least three years in the case of a free television or pay television program or has not been exhibited under a fixed residual formula in syndication (except in the non-lead market), pay television or basic cable for at least three years in the case of a basic cable program. However, for any free television series consisting of sixty-eight (68) or fewer episodes or any basic cable or pay television series consisting of forty (40) or fewer episodes, the series need only have been out of production for at least two years and not been exhibited under a fixed residual formula on basic cable, pay or free television (except syndication in the non-lead market) for at least one year. For purposes of the foregoing, ‘out of production’ means that all of the following have occurred: the program has been cancelled; the final episode of the final season has aired or been made available; no options remain for the continued employment of any above-the-line talent on the series in question; and no exhibitor has licensed rights to additional original episodes of the series at the time the series becomes available for exhibition under the license to the secondary digital channel.

“When the ‘Distributor’s gross receipts’ derived from such license(s) are received from a related or affiliated entity that acts as the exhibitor of the program, then the ‘Distributor’s gross receipts’ received by the Producer from the licensing of such rights shall be measured by the exhibitor’s payments to unrelated and unaffiliated entities in arms’ length transactions for comparable programs or series, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms’ length transactions for comparable programs or series, or, if none, comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs or series.

“Notwithstanding the foregoing, the minimum payment pursuant to this provision for any program licensed to a related or affiliated entity shall be an aggregate amount for all performers of \$225.00 \$150.00 for a 30-minute program, \$450.00 \$300.00 for a 60-minute program, \$600.00 \$450.00 for a 90-minute program and \$750.00 \$600.00 for a 120-minute program.

“Stunt coordinators shall participate in the rateable distribution to performers hereunder with respect to free television motion pictures, pay television motion pictures, High Budget SVOD Programs (as defined in the Sideletter re: Programs Made for New Media) and motion pictures made for home video that were produced under this Agreement, the 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 SAG Television

Agreement, the principal photography of which commenced on or after June 10, 2009, and free television motion pictures produced under Exhibit A or The CW Supplement to the 2011 AFTRA Network Code, the principal photography of which commences on or after July 1, 2011.

“With respect to basic cable programs, stunt coordinators shall participate in the rateable distribution to performers hereunder for basic cable programs produced under this Agreement, the 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 Producer-SAG Basic Cable (Live Action) Agreement, the principal photography of which commenced on or after June 10, 2009. This paragraph shall also apply to basic cable programs produced under a prior agreement with SAG, AFTRA or SAG-AFTRA covering live action dramatic basic cable programs for which principal photography commenced on or after June 10, 2009, if the prior agreement applied the terms of the Producer-SAG Basic Cable (Live Action) Agreement, or on or after July 1, 2011, if the prior agreement applied the terms of Exhibit A or The CW Supplement to the AFTRA Network Code.

“Except as provided above, stunt coordinators shall not participate in the rateable distribution to performers.

“The payment required hereunder includes health contributions to the SAG-AFTRA Health Plan and pension contributions to SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund (hereinafter ‘health and pension/retirement contributions’), pension and health contributions to the SAG Plans (hereinafter referred to as “pension and health contributions”) or health and retirement contributions to the AFTRA Funds (hereinafter referred to as “health and retirement contributions”), as applicable, for motion pictures, the principal photography of which commenced before July 1, 1998; pension and health or health and retirement contributions shall be paid in addition to the payment required hereunder for motion pictures, the principal photography of which commenced on or after July 1, 1998. No IACF or AICF contributions shall be due in connection with such payments.

“The ‘pro rata’ share payable to each performer shall be calculated using the 3-2-1 formula provided in Section 18.2 of the Television Agreement for a free television, or a basic cable or High Budget SVOD series, or using the time and salary units formula provided in Section 20 or 20.1 of the Television Agreement for all other free television, or basic cable or High Budget SVOD programs. The ‘pro rata’ share payable to each performer on a pay television motion picture or motion picture made for home video shall be calculated using the time and salary units formula provided in Section 78(e) of the Television Agreement.

“The foregoing applies to free television motion pictures, pay television motion pictures, High Budget SVOD Programs (as defined in the Sideletter re: Programs Made for New Media), motion pictures made for home video or basic cable programs motion pictures as to which a free television residual would otherwise be payable, whether produced under an agreement with SAG-AFTRA negotiated after June 30, 2014 or under the

Producer–SAG-AFTRA Codified Basic Agreement of 2017 or the 2017 SAG-AFTRA Television Agreement, or any prior agreement, including but not limited to any agreement with SAG, AFTRA or SAG-AFTRA negotiated prior to June 30, 2014.”

Make conforming changes.

18. **Remove Barriers to Second and Subsequent Basic Cable Sales of High Budget Dramatic Programs Made for Basic Cable** (Producers' Proposal No. 2)

Modify Section 82(c)(1)b of the Television Agreement to:

“(c) Residual Compensation

“(1) Reruns on a Basic Cable Service

“(b) Notwithstanding the provisions of subsection (c)(1)a) above, a percentage residual formula of six percent (6%) of ‘Distributor's gross receipts’ (as defined in Section 5.2.E. of the Producer – SAG-AFTRA Codified Basic Agreement of 2017 2014) shall be paid for any license of a dramatic program or series made for basic cable, for which a fixed residual is otherwise payable, to a basic cable service once the program or series is out of production, that is not the service to which the program or series was originally licensed, provided that for a second or subsequent sale to the same basic cable service to which the program or series was originally licensed, all runs licensed under the license agreement for the initial basic cable exhibition, and subject to a fixed residual, have been exhausted. Producer shall be deemed to have exhausted all unused runs under the initial license agreement upon payment under the run-based residual formula of a number of runs under the second license to the same basic cable service equal to the number of all unused runs under the initial license. Producer shall allocate the ‘Distributor's gross receipts’ for the second license to the same basic cable service evenly across all runs licensed under the second license.

“that is not the service to which the program or series was originally licensed, provided the program or series (i) has not been in production for at least two years and (ii) has not been exhibited under a fixed residual formula on basic cable or free television (except syndication in the non-lead market) for at least eighteen (18) months.

“For purposes of the foregoing, ‘out of production’ means that all of the following have occurred: the program has been cancelled; the final episode of the final season has aired; no options remain for the continued employment of any above-the-line talent on the series in question; and no exhibitor has licensed rights to additional original episodes of the series at the time the series becomes available for exhibition under the license to the basic cable service.”

“When the “Distributor's gross receipts” derived from such license(s) are received from a related or affiliated entity that acts as the exhibitor of the

program, then the “Distributor's gross receipts” received by the Producer from the licensing of such rights shall be measured by the exhibitor's payments to unrelated and unaffiliated entities in arms' length transactions for comparable programs or series, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms' length transactions for comparable programs or series, or, if none, comparable exhibitor's payments to comparable unrelated and unaffiliated entities in arms' length transactions for comparable programs or series.

“Notwithstanding the foregoing, the minimum payment pursuant to this provision for any program licensed to a related or affiliated entity shall be an aggregate amount for all performers of \$300.00 for a 30-minute program, \$600.00 for a 60-minute program, \$900.00 for a 90-minute program and \$1,200.00 for a 120-minute program.

“The payment required hereunder includes health contributions to the SAG-AFTRA Health Plan and pension contributions to SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund (hereinafter ‘health and pension/retirement contributions’) ~~pension and health or health and retirement contributions~~, as applicable, for motion pictures, the principal photography of which commenced before July 1, 1998; ~~pension and health or health and retirement contributions~~, as applicable, shall be paid in addition to the payment required hereunder for motion pictures, the principal photography of which commenced on or after July 1, 1998. No IACF or AICF contributions shall be due in connection with such payments.

“Stunt coordinators shall participate in the rateable distribution to performers hereunder for basic cable programs produced under this Agreement, the 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 Producer-SAG Basic Cable (Live Action) Agreement, the principal photography of which commenced on or after June 10, 2009. This paragraph shall also apply to basic cable programs produced under a prior agreement with SAG, AFTRA or SAG-AFTRA covering live action dramatic basic cable programs for which principal photography commenced on or after June 10, 2009, if the prior agreement applied the terms of the Producer-SAG Basic Cable (Live Action) Agreement, or on or after July 1, 2011, if the prior agreement applied the terms of Exhibit A or The CW Supplement to the AFTRA Network Code. Otherwise, stunt coordinators shall not participate in the rateable distribution to performers.

“The ‘*pro rata*’ share payable to each performer on a basic cable series shall be calculated using the 3-2-1 formula provided in Section 18.2 of this Agreement, and the ‘*pro rata*’ share payable to each performer on all other basic cable programs shall be calculated using the time and salary units formula provided in Section 20 or 20.1 of this Agreement.

“The foregoing applies to dramatic basic cable programs as to which fixed residuals would otherwise be payable, whether produced under an agreement with SAG-AFTRA negotiated after June 30, 2014 or under the 2017 SAG-

AFTRA Television Agreement or any prior agreement, including but not limited to any agreement with SAG, AFTRA or SAG-AFTRA negotiated prior to June 30, 2014.”

Make conforming changes.

19. **Percentage Residual for Exhibition on a Foreign Language Basic Cable Service**
(Producers' Proposal No. 3)

Add a new subparagraph “c)” to Paragraph “(c)(1)” of Section 82 of the Television Agreement (and reletter the existing subparagraph “c)” to “d”)) as follows:

“c) Whenever an English language live action dramatic program produced for initial exhibition on a basic cable service is subsequently exhibited on a foreign language basic cable channel in a language or languages other than English (dubbed, not subtitled) in the United States or Canada, the performer(s) shall be paid an aggregate amount equal to six percent (6%) of the gross receipts derived by the Producer from licensing such program, in lieu of any fixed residual payment otherwise required. This payment shall not affect the Producer’s obligation to make the applicable rerun payments for the basic cable exhibition of the motion picture in English. Unless the program is dubbed outside of the United States, it will be dubbed under rates (including payments for rights to free non-network television exhibition) and conditions not less favorable than those provided under the SAG-AFTRA Dubbing Agreement.

“When the ‘gross receipts’ derived from such exploitation are received from a related or affiliated entity that acts as the Distributor or exhibitor of the program, then the ‘gross receipts’ received by the Producer from the licensing of such rights shall be measured by the Distributor/exhibitor’s payments to unrelated and unaffiliated entities in arms’ length transactions for comparable programs, or, if none, then the amounts received by the Producer from unrelated and unaffiliated Distributors/exhibitors in arms’ length transactions for comparable programs or series, or, if none, a comparable Distributor/exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs or series.

“Notwithstanding any of the foregoing, the minimum payment pursuant to this subparagraph for any program licensed to a related or affiliated entity shall be \$150 for a 30-minute program, \$300 for a 60-minute program, \$450 for a 90-minute program, or \$600 for a 120-minute program, as applicable.

“Stunt coordinators shall participate in the rateable distribution to performers hereunder for basic cable programs produced under this Agreement, the 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 Producer-SAG Basic Cable (Live Action) Agreement, the principal photography of which commenced on or after June 10, 2009. This paragraph shall also apply to basic cable programs produced under a prior agreement with SAG, AFTRA or SAG-AFTRA covering live action dramatic basic cable programs for which principal photography commenced on or after June 10, 2009, if the prior agreement applied the terms of the

Producer-SAG Basic Cable (Live Action) Agreement, or on or after July 1, 2011, if the prior agreement applied the terms of Exhibit A or The CW Supplement to the AFTRA Network Code. Otherwise, stunt coordinators shall not participate in the rateable distribution to performers.

“The payment required hereunder includes health and pension/retirement contributions, as applicable, for motion pictures, the principal photography of which commenced before July 1, 1998; pension and health or health and retirement contributions, as applicable, shall be paid in addition to the payment required hereunder for motion pictures, the principal photography of which commenced on or after July 1, 1998. No IACF or AICF contributions shall be due in connection with such payments.”

“This subparagraph will apply to all basic cable programs produced under this 2017 SAG-AFTRA Television Agreement, the 2014 SAG-AFTRA Television Agreement or any prior SAG or AFTRA or SAG-AFTRA agreement covering live action dramatic basic cable programs, as to which fixed residuals otherwise would be payable.”

Make conforming changes.

20. **Limited Theatrical Exhibition of Series Episode(s) and MOWs** (Producers' Proposal No. 4)

a. *Add a Sideletter re Limited Theatrical Exhibition of Series Episode(s) and MOWs to the Television Agreement as follows:*

“During the 2017 negotiations, the parties agreed that for limited theatrical exhibitions with an admission charge of series episode(s) or MOWs, the following shall apply in lieu of the provisions in Section 19(a), (b), (c) and (d)(1) of the Television Agreement:

“(1) If one or more episodes of a free television, pay television or basic cable series, one or more episodes of a High Budget SVOD series or mini-series (as defined in Sideletter H re: Programs Made for New Media), either alone or in combination with another episode of the same or different series, or a long-form television motion picture made for free television, pay television or basic cable (but not one that is a High Budget SVOD Program) is exhibited theatrically with an admission charge after its initial exhibition on television (or initial availability on a subscription consumer pay platform in the case of a High Budget SVOD series or mini-series), the Producer shall pay to the Union, for rateable distribution to the performers, an amount equal to nine percent (9%) of the ‘Distributor’s gross receipts’ derived from licensing the theatrical exhibition rights and, for this purpose, shall include the fair market value of any in-kind consideration, provided that:

“(a) The theatrical exhibition shall take place at least twenty-four (24) hours after the episode's initial telecast (or, for a High Budget SVOD series or mini-series, at least twenty-four (24) hours after the episode has been made available for viewing on the streaming service) or at least thirty (30) days after the initial telecast of a long-form television motion picture;

“(b) The theatrical exhibition shall not exceed eight (8) days, which need not be consecutive, unless the initial theatrical exhibition takes place more than one year after the initial telecast (or, for High Budget SVOD series or mini-series, more than one year after the initial availability for viewing on the streaming service), in which case there is no limit on the length of the theatrical exhibition;

“(2) If one or more episodes of a 30-minute or 60-minute free television, pay television or basic cable series or one or more episodes of a 20-35 minute or 36-65 minute High Budget SVOD series, either alone or in combination with another episode of the same or different series, is exhibited theatrically with an admission charge no more than thirty (30) days in advance of or simultaneous with its exhibition on television (or, in the case of an episode of a High Budget SVOD series, thirty (30) days in advance of or on the same date that it is made available for exhibition on a streaming service), the Producer shall pay to the Union, for rateable distribution to the performers, an amount equal to nine percent (9%) of the 'Distributor's gross receipts' derived from licensing the theatrical exhibition rights and, for this purpose, shall include the fair market value of any in-kind consideration, provided that:

“(a) The theatrical exhibition shall not exceed six (6) days, which need not be consecutive;

“(b) The episode, including the pilot, is part of a series order of at least six (6) episodes.

“(3) Producer shall provide the Union with notice of any theatrical exhibition covered hereunder as soon as possible after an agreement in principle has been reached for the theatrical exhibition. In the event that a license agreement is entered into prior to July 1, 2020 and the terms of which extend beyond the termination date of the 2017 Agreement, Producer shall notify the Union of any such license agreement.

“(4) The provisions above also apply to a double-length episode, a pilot of any length for which a series has been ordered and any 'supersized' episode of a series.

“(5) Stunt coordinators shall participate in the rateable distribution to performers hereunder with respect to free television motion pictures, pay television motion pictures, and High Budget SVOD Programs (as defined in the Sideletter re: Programs Made for New Media) that were produced under this Agreement, the 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 SAG Television Agreement, the principal photography of which commenced on or after June 10, 2009, and free television motion pictures produced under Exhibit A or The CW Supplement to the 2011 AFTRA Network Code, the principal photography of which commences on or after July 1, 2011.

With respect to basic cable programs, stunt coordinators shall participate in the rateable distribution to performers hereunder for basic cable programs produced under this Agreement, the 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 Producer-SAG Basic Cable (Live Action) Agreement, the principal photography of which commenced on or after June 10, 2009. This paragraph shall also apply to basic cable programs produced under a prior agreement with SAG, AFTRA or SAG-AFTRA covering live action dramatic basic cable programs for which principal photography commenced on or after June 10, 2009, if the prior agreement applied the terms of the Producer-SAG Basic Cable (Live Action) Agreement, or on or after July 1, 2011, if the prior agreement applied the terms of Exhibit A or The CW Supplement to the AFTRA Network Code.

Except as provided above, stunt coordinators shall not participate in the rateable distribution to performers.

“(6) It is understood that no individual bargaining is required with any performer for the right to exhibit the television motion picture(s) or High Budget SVOD series or mini-series theatrically provided that the theatrical exhibition occurs under the foregoing conditions.

“(7) The theatrical use fee and related conditions set forth in Section 19 of the Television Agreement, less the amount of the percentage residual payment already paid hereunder, shall apply if the foregoing conditions are not met or if the television motion picture(s) or High Budget SVOD series or mini-series as theatrically exhibited are submitted for theatrical award consideration.

“(8) The provisions above shall apply to the use on or after July 1, 2017 of any television episode, High Budget SVOD Program or long-form television motion picture for which a theatrical release payment is due under the 2017 SAG-AFTRA Television Agreement or any prior agreement, including but not limited to any agreement with SAG, AFTRA or SAG-AFTRA negotiated prior to June 30, 2014.

“(9) Within ten days of a request by the Union, the Producer shall provide for inspection by the Union's designated employee(s) or auditor(s), at Producer's premises, full access to all unredacted agreements related to the theatrical exhibition of the television motion picture or High Budget SVOD Program. The information provided to the Union will be treated as confidential pursuant to Section 6.1 of the Codified Basic Agreement.

“(10) The above provisions shall expire on the termination date of the 2017 Television Agreement and will be of no force and effect thereafter; however, the terms of this Sideletter shall continue to apply to any license agreement entered into before July 1, 2020.

“[Signature blocks]”

Make conforming changes, including but not limited to modifying: (a) the first sentence of Section 19(a) to provide: “The rights granted to the Producer in a television motion picture shall be limited (except as provided in Sections 20 and 20.1 and Sideletters hereto) to the right to exhibit such motion picture over free television anywhere”; and (b) the Sideletter re: Programs Made for New Media in the Codified Basic Agreement and the Television Agreement.

21. b. SAG-AFTRA agrees to give good faith consideration to requests for a waiver of the provisions of Section 19 of the Television Agreement for the theatrical exhibition of programs made for home video.

21. **Museum Exhibition of Television Motion Pictures** (Producers' Proposal No. 5)

The parties confirm that the exhibition of a television motion picture at a non-profit museum is treated the same as the exhibition of a television motion picture at a film festival or charitable event under Section 19(l) of the 2017 SAG-AFTRA Television Agreement, and analogous provisions of prior agreements, when an admission fee is charged, but no monies are paid to the Producer or the Producer's licensee in consideration for the use of the motion picture, and when such exhibition does not constitute a permanent exhibit. It is understood that SAG-AFTRA will continue to give good faith consideration to requests for waivers for all other museum exhibitions of television motion pictures to the extent such waivers may still be necessary.

22. **Virtual MVPD Services** (Producers' Proposal No. 6)

Add a Sideletter to the Codified Basic Agreement and the Television Agreement to provide:

“During the course of the 2017 negotiations, the parties discussed how the landscape of the free television marketplace has evolved from the past – when the exhibition of a given television program was only available to the viewer in the home on a television set on a linear channel at a specific scheduled time – to the current marketplace, commonly

referred to as ‘TV everywhere,’ where the viewing public, in addition to viewing a program on a linear channel at a scheduled time, is also provided the time-shifted option to view the same program on a variety of digital devices on a video-on-demand (‘VOD’) basis. In addition, in the past, the bargaining parties agreed that television exhibitions on a linear channel provided through an MVPD, whether such channel was a free television channel or a basic cable channel, were considered exploitation of free television rights even though the consumer paid a monthly fee to access such programming.

“Consistent with the above, the bargaining parties agree that with respect to new internet-delivered ‘virtual MVPD’ services, such as Sling TV and Sony’s PlayStation Vue, and other like services, such as CBS All Access, (collectively referred to hereafter as ‘vMVPD Services’), any VOD rights which are associated with exhibition of the program on a linear channel on the vMVPD Service (commonly referred to as ‘stacking rights’) shall be considered exploitation of free television rights and not a form of pay or subscription television. Such ‘stacking rights’ shall be treated the same as if such programs were exhibited on traditional MVPDs.

“Under this framework, the parties clarified the treatment of covered television motion pictures¹ on vMVPD Services as described below. It is understood that in order to qualify as an ‘vMVPD Service’ under this Sideletter, such service must include at least one free television or basic cable linear channel that is non-exclusive to that service and is generally made available for exhibition on other traditional and/or virtual MVPD services.

“1. When the License for Linear Channel Exhibition of the Covered Television Motion Picture or Series on the vMVPD Service Includes On-Demand Availability

“a. When a linear channel on an MVPD is also offered on an vMVPD Service (such as when ABC is offered on Sling TV), no additional payment is required for the linear channel availability on the vMVPD Service.

“b. When a covered television motion picture is available on demand on the vMVPD Service pursuant to a license agreement with a channel or network that includes the right to exhibit the covered television motion picture or other episodes of the same series on a linear channel on the vMVPD Service, the same free streaming windows and residual formulas that apply to the on-demand availability of a covered television motion

¹ It is understood by the parties that the provisions set forth herein apply to: (1) television motion pictures covered under this Agreement, the 2014 SAG-AFTRA Television Agreement or any prior SAG Television Agreement, the principal photography of which commenced on or after July 20, 1952; and (2) television motion pictures produced under Exhibit A, The CW Supplement or Section 2.A.(1) of Exhibit E of the 2011 or any predecessor AFTRA Network Code, the principal photography of which commenced on or after November 16, 1973.

picture on an MVPD are applicable. (See Paragraph 2.A. of the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media.)

- “c. The use of excerpts from a covered television motion picture on the vMVPD Service pursuant to a license agreement with a channel or network that includes the right to exhibit the covered television motion picture or other episodes of the same series on a linear channel on the vMVPD Service shall likewise be governed by the provisions of Paragraphs 2.A.(3), (5) and 3 of the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media.
- “d. The fixed residual payment applicable under Paragraph 2.A.(4)(b) of the Sideletter re Exhibition of Motion Pictures Transmitted Via New Media covers on demand availability on a free-to-the-consumer, advertiser-supported new media service and on an MVPD (or any similar service that exists or may hereafter be developed) and vMVPD Service.
- “e. The on-demand availability provisions under Paragraph 2.A. of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media apply regardless of whether there are advertisements.
- “f. When the Producer directly licenses the right to exhibit a covered television motion picture on a linear channel available only on an vMVPD Service(s), the supplemental exhibition on such channel, as well as any associated stacking rights and the use of excerpts, shall be treated in the same manner as a license of a free television motion picture to basic cable. The exhibition rights on the linear channel shall be subject to a residual formula of six percent (6%) of ‘Distributor’s gross receipts’ (as defined in Section 5.2.E. of the Producer – SAG-AFTRA Codified Basic Agreement of 2017), and the stacking rights and use of excerpts shall be subject to the same free streaming windows and residual formulas that apply to the on-demand availability and use of excerpts of a covered television motion picture pursuant to Paragraphs 2.A. and 3 of the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media.

“2. When the License Is for On-Demand Availability on the vMVPD Service

“By contrast, when the Producer licenses the right to exhibit a covered television motion picture, or one or more episodes of a covered television series, on an on-demand basis on the vMVPD Service, and such rights are not associated with the right to exhibit the motion picture or episodes of the series on a linear channel on the vMVPD Service, the parties agree that Paragraph 1.A. of the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media, which governs licenses to consumer pay new media platforms for a limited period or fixed number of exhibitions, shall apply.

“In addition, when a program is made exclusively for on-demand availability on an vMVPD Service, it shall be treated as having been made for a subscription consumer pay new media platform subject to the provisions of the Sideletter re: Programs Made for New Media.”

Make conforming changes.

23. **Over-the-Top (“OTT”) Service of Pay Television Service** (Producers’ Proposal No. 7)

Modify the Television Agreement, either by Sideletter or otherwise, to provide as follows:

“The parties confirm that when a pay television service (such as HBO, Showtime or Starz) also provides to subscribers, without an additional subscription fee, over-the-top (‘OTT’) services (such as HBO Go, Showtime Anytime or Starz Play), the OTT service shall be treated as part of the linear pay television service for all purposes under the Television Agreement. Likewise, when a pay television service only provides OTT services (such as HBO Now and the OTT subscription services of Showtime and Starz), such OTT service, whether or not such service includes a linear channel of the pay television service, shall also be treated as part of the linear pay television service for all purposes under the Television Agreement.

“It is understood that foreign sales of traditional pay television will be combined with foreign sales of OTT pay television for purposes of applying the six percent (6%) formula set forth in Section 78(c)(1) of the Television Agreement.

“To the extent that a pay television program is exhibited on both the linear pay television service and the OTT service, the residual payment set forth in Section 78(c)(1) shall cover exhibition on both the linear pay television service and the OTT service. To the extent that a pay television program is exhibited on the OTT service, but not the linear pay television service, residuals are due for such exhibition under the existing formula in Section 78(c)(1).

“For example, if a dramatic program of a type generally produced for prime-time television is produced for HBO and exhibited in excess of ten (10) exhibition days or subsequent to one (1) year from the date of the initial exhibition on both HBO and HBO Now, the Producer would be obligated to pay six percent (6%) of the Distributor’s gross receipts from such excess exhibition days. If, instead, the program is available on HBO Now but not HBO, the Producer would still be obligated to pay six percent (6%) of the Distributor’s gross receipts from such excess exhibition days, even though the exhibition is solely on HBO Now.”

Make conforming changes.

24. **Consecutive Employment**

a. **International Theatrical Motion Pictures** (Producers' Proposal No. 9.a.i.)

Modify Section 6.A. of Schedule A of the Codified Basic Agreement to reduce the number of intervening days from fourteen (14) to ten (10) for theatrical motion pictures produced internationally, which is the same rule as currently applies for domestic theatrical motion pictures.

b. **Waiver Requests** (Producers' Proposal No. 9.b.)

SAG-AFTRA agrees to give good faith consideration to requests for waivers of the consecutive employment provisions because of lack of location availability or lack of cast availability due to illness, birth/adoption of a child and/or death of a family member.

25. **Reuse of Photography or Sound Track** (Producers' Proposal Nos. 11.a. and 11.c.)

- a. Modify Section 36 of the Television Agreement (and make conforming changes to Section 83(j)(1)a) of the Television Agreement and Section 22 of the Codified Basic Agreement) to allow reuse of photography or sound track from one episode of a series in another episode of the same series with payment of the day performer rate (and additional compensation for residuals as applicable) and without bargaining. It is understood that the foregoing applies to television motion pictures, whether produced under the 2017 Television Agreement or under any agreement with SAG-AFTRA, SAG or AFTRA negotiated prior to June 30, 2017, which agreement would prohibit the use or otherwise require payment or bargaining for the use. In addition, the foregoing is not intended to alter the current exceptions to the reuse provisions under which there is no obligation to bargain and/or pay.
- b. Modify Sections 35 and 83 of the Television Agreement (and make conforming changes) to allow the reuse of photography or sound track from an episode of a traditional television motion picture in a trailer to promote another episode of the same series or the series as a whole without any limitation on the length of time that the trailer may be exhibited without bargaining with, or payment of additional compensation to, the performer. It is understood that the foregoing applies to television motion pictures, whether produced under the 2017 Television Agreement or under any agreement with SAG-AFTRA, SAG or AFTRA negotiated prior to June 30, 2017, which agreement would prohibit the use or otherwise require payment or bargaining for the use.

26. **Sixty (60) Minute Promotional Films** (Producers' Proposal No. 12)

Modify Section 18.B. of the Codified Basic Agreement and Section 35(j) of the Television Agreement to cover promotional films sixty (60) minutes or less in length, instead of the current thirty (30) minutes or less in length. It is understood that the foregoing applies to motion pictures whether produced under the 2017 Television Agreement or under any agreement with SAG-AFTRA, SAG or AFTRA negotiated prior to June 30, 2017.

Make conforming changes, including by modifying the penultimate paragraph of Section 22.A. of the Codified Basic Agreement as follows: "The provisions of this subsection A. shall not limit Producer's right to use photography or sound track in exploiting the picture, or in trailers, promotional films thirty (30) sixty (60) minutes (or less) in length for theatrical and television motion pictures, or in advertising, as provided in this Agreement."

27. **Holidays** (Producers' Proposal No. 22)

The parties agree the Producer may elect to observe the following Canadian holidays in lieu of the holidays listed in the SAG-AFTRA Codified Basic Agreement and Television Agreement:

- (1) Victoria Day (Canada) for Memorial Day (United States); and
- (2) Canada Day for July 4th (United States),

provided that the two holidays are within the performer's period of engagement and the Producer gives no less than two (2) weeks' notice to the affected performer, unless the performer has been engaged less than two (2) weeks prior to the first of the two holidays, in which case the Producer will provide notice to the affected performer at the time of engagement. When the performer has not been engaged on the Canadian holiday set forth above, but is engaged to work on the U.S. holiday, the performer shall be paid a premium for the corresponding U.S. holiday.

28. **Background Actors - Ten Mile Radius** (Producers' Proposal No. 26.b.)

Modify Section 33(a) of Schedule X, Part I of the Codified Basic Agreement to provide as follows:

“(a) When a background actor is required to report at any studio zone location, Producer shall either furnish transportation to the background actor or, at Producer's option, may require the background actor to report at such location, in which latter case Producer will allow mileage of thirty cents (\$.30) per mile computed between the studio and the zone location. The Producer shall have the right to require the background actor to report (subject to the same mileage allowance between the studio and the pick-up point) at a pick-up point within the studio zone for subsequent transportation furnished by

the Producer from such pick-up point to nearby location within the studio zone and return to the pick-up point. Notwithstanding the above, no mileage allowance is required if the background actor is required to report for work or to a pick-up point at a site within a ten (10) mile radius of a point designated by the Producer. (The reporting site must still be within the 30-mile studio zone.) Producer shall give prior notice to the Union of the point so designated. With respect to any television series, such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. When a background actor reports for work within the 30-mile studio zone other than at a studio, the Producer will pay for parking in a supervised public parking lot. If no such public parking is available, the Producer will provide supervised or secured lawful parking. Work at another studio is not a 'Zone Location.'"

29. **Social Security Numbers** (Producers' Proposal No. 30)

- a. Modify the Codified Basic Agreement and the Television Agreement to specify that:
 - i. The Producer need only furnish the Union with the last four digits of the Social Security number, if available, of a performer or background actor; and
 - ii. The Social Security number of a performer shall not be included on any sign-in sheet for an interview or audition.

(See General Provisions, Section 2.D., Section 5.G., Section 5.2.I. and last sentence of Section 34.H.; Schedule A, Section 14; Schedule A, Section 15.E.; Schedule B, Section 19.F.(4); Schedule C, Section 44.D.; Schedule F, Section 23.D.; Schedule X - Part I, Section 2; and Schedule X - Part II, Section 2 of the Codified Basic Agreement; Section 21(b), Section 21(e)(4), last sentence of Section 22(j) and Exhibit B ("Performer's Television Motion Picture Daily Contract") of the Television Agreement.)

- b. The parties agree to a mid-term discussion concerning how to avoid (and resolve, if necessary) performer misidentification with the use of the last four digits of the Social Security number.

30. **California Sick Leave** (Producers' Proposal No. 32)

a. *Add a new section to the General Provisions of the Codified Basic Agreement and Television Agreement as follows:*

"__. **CALIFORNIA SICK LEAVE**

"A. **Accrual**

"Commencing July 1, 2017, eligible performers (as described in subparagraph B. below) shall be entitled to accrue paid sick leave on an up-front basis or hourly basis as follows:

"(1) Provided that advance notice is given to the performer, a Producer may elect to provide performers, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days in California for the Producer within a one (1) year period and after their ninetieth (90th) day of employment in California with the Producer (based on days worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick leave at the beginning of each year, such year to be measured, as designated by the Producer, as either a calendar year or starting from the performer's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.

"(2) Alternatively, eligible performers shall accrue one (1) hour of paid sick leave for every thirty (30) hours that the performer renders services in California for the Producer, up to a maximum of forty-eight (48) hours or six (6) days. Performers are deemed to work forty (40) hours per week if they work on a weekly basis or eight (8) hours per day if they are employed on a daily basis or work for a partial workweek.

"A performer shall not forfeit sick leave earned during employment with the Producer before July 1, 2017; however, such sick leave shall be counted towards the maximum accrued sick leave set forth above. Nothing herein alters the administration of any sick leave accrued before July 1, 2017.

"B. To be eligible to accrue paid sick leave, the performer must have worked for the Producer for at least thirty (30) days in California within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the performer's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible performer has been employed by the Producer in California for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the performer's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as

soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Producer in advance.

“C. For performers employed on a daily basis, a day of sick leave pay shall be equal to the performer’s minimum daily rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). For performers employed on a weekly basis, a day of sick leave pay shall be equal to one-fifth (1/5th) of the performer’s minimum weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements may be hired on a *pro rata* daily basis regardless of any contrary provision in this Agreement. The performer shall not be required to find a replacement as a condition of exercising his or her right to paid sick leave.

“D. Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the performer or the performer’s ‘family member.’¹ Sick leave also may be taken by a performer who is a victim of domestic violence, sexual assault or stalking.

“E. Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If a performer is rehired by the Producer within one (1) year of the performer’s separation from employment, the performer’s accrued and unused sick leave shall be reinstated, and the performer may begin using the accrued sick leave upon rehire if the performer was previously eligible to use the sick leave or once the performer becomes eligible as provided above.

“F. At the Producer’s election, the Producer shall either:

“(1) Show the amount of available paid sick leave on the performer’s pay stub or a document issued together therewith; or

“(2) Include in the performer’s deal memo or contract the contact information for the designated Producer representative whom the performer may contact to confirm eligibility and the amount of accrued sick leave available.

¹ “Family member’ means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the performer stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the performer or the performer’s spouse or registered domestic partner or a person who stood *in loco parentis* when the performer was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.”

“Producer shall notify the performer with respect to the year period (i.e., calendar year or the performer’s anniversary date) that the Producer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph B. above or, alternatively, if the Producer elected to provide performers with an up-front sick leave bank, the year period (i.e., calendar year or the performer’s anniversary date) that the Producer selected for the up-front bank of three (3) sick days as provided in subparagraph A.1. above.

“G. Any Producer that has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time and exceeds or substantially meets the requirements of this Section [], as of July 1, 2017, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any performer for exercising his or her right to use paid sick leave.

“H. Any dispute with respect to sick leave for performers covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein. The timing of sick leave payments under this Section [], and the charge for any late payments thereof, shall be governed by the provisions of Section 31.B. of the General Provisions of the SAG-AFTRA Codified Basic Agreement.”

Make conforming changes.

b. *Add a new section to Schedule X, Part I of the Codified Basic Agreement as follows:*

"_. CALIFORNIA SICK LEAVE

"(a) Accrual

“Commencing July 1, 2017, eligible background actors (as described in subparagraph (b) below) shall be entitled to accrue paid sick leave on an up-front basis or hourly basis as follows:

“(1) Provided that advance notice is given to the background actor, a Producer may elect to provide background actors, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days in California for the Producer within a one (1) year period and after their ninetieth (90th) day of employment in California with the Producer (based on days worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick leave at the beginning of each year, such year to be measured, as designated by the Producer, as either a calendar year or starting from the background actor’s

anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.

“(2) Alternatively, eligible background actors shall accrue one (1) hour of paid sick leave for every thirty (30) hours that the background actor renders services in California for the Producer, up to a maximum of forty-eight (48) hours or six (6) days. Background actors are deemed to work forty (40) hours per week if they work on a weekly basis or eight (8) hours per day if they are employed on a daily basis or work for a partial workweek.

“A background actor shall not forfeit sick leave earned during employment with the Producer before July 1, 2017; however, such sick leave shall be counted towards the maximum accrued sick leave set forth above. Nothing herein alters the administration of any sick leave accrued before July 1, 2017.

“(b) To be eligible to accrue paid sick leave, the background actor must have worked for the Producer for at least thirty (30) days in California within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the background actor’s anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible background actor has been employed by the Producer in California for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the background actor’s anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Producer in advance.

“(c) For background actors employed on a daily basis, a day of sick leave pay shall be equal to the background actor’s minimum daily rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). For background actors employed on a weekly basis, a day of sick leave pay shall be equal to one-fifth (1/5th) of the background actor’s minimum weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements may be hired on a *pro rata* daily basis regardless of any contrary provision in this Agreement. The background actor shall not be required to find a replacement as a condition of exercising his or her right to paid sick leave.

“(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the background actor or the

background actor's 'family member.'¹ Sick leave also may be taken by a background actor who is a victim of domestic violence, sexual assault or stalking.

"(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If a background actor is rehired by the Producer within one (1) year of the background actor's separation from employment, the background actor's accrued and unused sick leave shall be reinstated, and the background actor may begin using the accrued sick leave upon rehire if the background actor was previously eligible to use the sick leave or once the background actor becomes eligible as provided above.

"(f) At the Producer's election, the Producer shall either:

"(1) Show the amount of available paid sick leave on the background actor's pay stub or a document issued together therewith; or

"(2) Include in the background actor's deal memo or contract the contact information for the designated Producer representative whom the background actor may contact to confirm eligibility and the amount of accrued sick leave available.

"Producer shall notify the background actor with respect to the year period (i.e., calendar year or the background actor's anniversary date) that the Producer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Producer elected to provide background actor with an up-front sick leave bank, the year period (i.e., calendar year or the background actor's anniversary date) that the Producer selected for the up-front bank of three (3) sick days as provided in subparagraph (a)(1) above.

"(g) Any Producer that has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time and exceeds or substantially meets the requirements of this Section [], as of July 1, 2017, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any background actor for exercising his or her right to use paid sick leave.

¹ "'Family member' means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the background actor stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the background actor or the background actor's spouse or registered domestic partner or a person who stood *in loco parentis* when the background actor was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling."

“(h) Any dispute with respect to sick leave for a background actor covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein. The timing of sick leave payments under this Section [], and the charge for any late payments thereof, shall be governed by the provisions of Section 31.B. of the General Provisions of the SAG-AFTRA Codified Basic Agreement.”

Make conforming changes.

31. **Waiver of Sick Time Laws** (Producers' Proposal No. 33)

Modify Section 60 of the General Provisions of the Codified Basic Agreement and Section 81 of the Television Agreement (and make conforming changes to Section 69 of Schedule X, Part I and Section 65 of Schedule X, Part II of the Codified Basic Agreement, substituting “background actors” for “performers”) as follows:

“The Union expressly waives, to the full extent permitted by law, the application of the following to all performers employed under this Agreement: the New York City Earned Sick Time Act of 2013-; Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W);; the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to “paid sick leave” in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.0.1.e), 37.03, 37.07.a)1.B.ii. and 37.07.f)); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that in the event any other paid sick leave laws are enacted during the term of this Agreement which permit the parties to a collective bargaining agreement to waive application of such laws, the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

Make conforming changes.

32. **Safety Training** (Producers' Discussion Item No. 3)

During the 2017 negotiations, the parties reached an understanding that the Producers will develop and implement a mandatory safety training program for Stunt Coordinators to commence during the term of the 2017 SAG-AFTRA Codified Basic and Television Agreements.

The training program will consist of the three core Safety Pass courses developed by Contract Services Administration Trust Fund ("CSATF"), all of which are available online: the "A" course (General Safety and Injury and Illness Prevention Program); the "A2" course (Environmental Safety); and the "P" course (Hazard Communication). Once the training program becomes mandatory (on a date to be determined by the parties), Stunt Coordinators will be required to complete these courses successfully by no later than June 30, 2019 in order to remain eligible for employment under the SAG-AFTRA Codified Basic or Television Agreements. Any individual who fails to complete these courses successfully by June 30, 2019 will be temporarily ineligible for employment as a Stunt Coordinator under the SAG-AFTRA Codified Basic or Television Agreements until he or she successfully completes the training program. After June 30, 2019, individuals shall have ninety (90) days from their initial date of employment as a Stunt Coordinator to complete successfully the training program in order to remain eligible for employment as a Stunt Coordinator under the SAG-AFTRA Codified Basic or Television Agreements.

The parties will devise a method to reflect an individual's successful completion of the training program, which the Producers will use after June 30, 2019 to verify an individual's eligibility for employment as a Stunt Coordinator. In the event a Stunt Coordinator believes he or she has been erroneously deemed ineligible for employment as a result of this process, the National Executive Director of SAG-AFTRA and the President of the AMPTP, or their designees, shall meet to resolve the issue.

Representatives of SAG-AFTRA and representatives of the AMPTP will convene a meeting no later than three months following the date of ratification to discuss the implementation of the mandatory safety training program, including establishing the date on which the program will become mandatory (*i.e.*, the date when individuals can begin to take the online courses), whether to extend the mandatory safety training program to Stunt Performers and the possibility of developing other safety training courses.² The parties agree that Stunt Performers will be encouraged to take the courses on a voluntary basis during the term of the Agreement.

² Should the representatives decide to develop 'other safety training courses' which are stunt-specific, a committee consisting of equal numbers of representatives of SAG-AFTRA and the AMPTP, in addition to the CSATF Curriculum Development Team and experts in that specific field of stunt work, shall convene to develop such work.

It is understood and agreed that the SAG Industry Advancement Cooperative Fund (“IACF”) and the AFTRA Industry Cooperative Fund (“AICF”) will fund all aspects of the stunt safety training program. Once the training program becomes mandatory (at a date to be determined), employees who complete the training course shall receive a stipend at the same rate paid to employees covered under the IATSE Basic Agreement and West Coast Studio Local Agreements who attend safety training courses offered by CSATF.

33. **Harassment Prevention Training** (Producers’ Discussion Item No. 4)

During the 2017 negotiations, the parties reached an understanding that the Producers will be implementing a mandatory online harassment prevention training program for Stunt Coordinators to commence during the term of the 2017 SAG-AFTRA Codified Basic and Television Agreements.

34. **Residuals Issue re “Slotting Fees”**

In consideration of the agreements made by the parties during the 2017 negotiations, SAG-AFTRA waives and forever relinquishes all residuals claims to date concerning “slotting fees.” The parties agree that a Producer may exclude “slotting fees” from “Distributor’s gross receipts” when making Supplemental Markets payments under Sections 5.1 and 5.2 of the General Provisions of the 2014 Codified Basic Agreement and the Supplemental Markets provisions of all predecessor and successor Codified Basic Agreements.

SAG-AFTRA also agrees to recommend to the SAG-AFTRA Health Plan, the SAG- Producers Pension Plan and the AFTRA Retirement Fund that they withdraw all claims heretofore made for inclusion of slotting fees in the calculation of Supplemental Markets residual payments under Sections 5.1 and 5.2 of the 2014 Codified Basic Agreement and the Supplemental Markets provisions of all previous Codified Basic Agreements, and that no such additional claims be made.

Notwithstanding the foregoing, if a Producer has heretofore included “slotting fees” in “Distributor’s gross receipts” when remitting any residuals payments prior to July 1, 2017, it shall have no right to recoup the excess amounts paid by reason of such inclusion nor to credit or offset those excess amounts against other obligations due to an Employee or the SAG-AFTRA Health Plan, the SAG-Producers Pension Plan and the AFTRA Retirement Fund.

35. **Renewal of Tri-Guild Audit Funding**

The Producers agree to renew the funding provided in the 2014 Unpublished Sideletter re Funding of Tri-Guild Audit Program and make conforming changes therein.

36. **Renewal of Expiring Clauses** (Producers' Proposal No. 34)

Except as otherwise stated in this Memorandum of Agreement, all of the provisions of the 2014 SAG-AFTRA Codified Basic Agreement and Television Agreement shall continue and all sunset clauses renewed for the term of the successor agreements, including:

- a. Renew the following provisions in the Codified Basic Agreement:
 - 1) Schedule A, Section 32.F.(2) (Travel Time – Rules and Definitions, Studio Zone (New York))
 - 2) Schedule B, Section 44.B.(2) (Travel Time, Studio Zone (New York))
 - 3) Schedule C, Section 41.B.(2) (Travel Time, Studio Zone (New York))
 - 4) Schedule E, Section 32.B.(2) (Travel Time, Studio Zone (New York))
 - 5) Schedule K, Part I, Section 22.E.(2) (Travel Time – Rules and Definitions, Studio Zone (New York))
 - 6) Schedule K, Part II, Section 27.B.(2) (Travel Time, Studio Zone (New York))
 - 7) Sideletter Re Exhibition of Motion Pictures Transmitted Via New Media
 - 8) Sideletter Re Programs Made For New Media
- b. Renew the following provisions in the Television Agreement:
 - 1) Section 19(c)(5) (Additional Compensation For Theatrical Rights - Special Residual Provisions for Long-Form Television Motion Pictures)
 - 2) Sideletter B-2 (Sideletter to Section 18(b)(2)c) - Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households)
 - 3) Sideletter K (Special Conditions for Pilots, Presentations and New Series)
 - 4) Sideletter Re Exhibition of Motion Pictures Transmitted Via New Media
 - 5) Sideletter Re Programs Made For New Media

37. **Deferred Discussion**

The parties agree to defer discussion of the following items to a mutually agreeable date during the term of the Agreements:

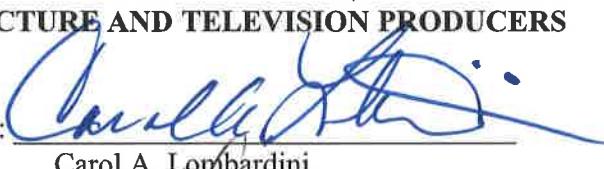
Union Discussion Item 1 (Call Time)
Union Discussion Item 2 (Social Media)
Union Discussion Item 3 (Per Diem)
Union Discussion Item 4 (Production Time Reports)
Producers' Proposal No. 24 (Timing of Per Diem Payments)
Producers' Proposal No. 29 (Production Time Reports)

38. **Los Angeles Arbitrator List**

The Los Angeles list of arbitrators for the 2017 Agreements shall be:

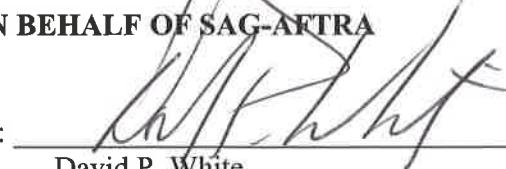
Sara Adler
Norman Brand
Mark Burstein
Douglas Collins
~~Joseph Gentile~~
Joel Grossman
Fred Horowitz
Stuart Mandel
Michael Rappaport
Sol Rosenthal

ON BEHALF OF THE PRODUCERS IN THE MULTI-EMPLOYER UNIT LISTED ON ATTACHMENT A HERETO, REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

By: 
Carol A. Lombardini

Date: October 6, 2017

ON BEHALF OF SAG-AFTRA

By: 
David P. White

Date: 10/4/17

ATTACHMENT A-1

PRODUCER – SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2017 AUTHORIZATION LIST

7 Friends Pictures Inc.	Califon Productions, Inc.
40 North Productions, LLC	Canada Premiere Pictures Inc.
300 Pictures, Inc.	Captive Productions, LLC
1440 Productions, LLC	Carbonado Industries (US) Inc.
ABC Signature Studios, Inc.	Carnival Row Productions, LLC (fka
Abominable Pictures, Inc.	Legendary Television 1, LLC)
Acacia Productions, Inc.	Cartoon Network Studios, Inc.
Acid Zoo Productions, LLC	Castle Rock Pictures, Inc.
Actors Group, LLC	Casual Productions, Inc.
Adobe Pictures, Inc.	CBS Films Inc.
Alameda Productions, LLC (d/b/a Legendary Alameda Productions, LLC)	CBS Studios Inc.
Albemarle Productions, Inc.	Charlestown Productions LLC
Alive and Kicking, Inc.	Chime Productions, LLC
All Moments, Inc.	Classic Films Inc.
Almost Home LLC	Columbia Pictures Hybrid Productions, Inc.
American Lion Productions, Inc.	Columbia Pictures Industries, Inc.
American Summer Productions, Inc.	Concord Films LLC
And You Video Productions, LLC	Cordova Training Company
Appleton Productions, Inc.	Country Road Productions LLC
Aries Pictures, LLC	Coupon Productions, Inc.
Asgard Productions LLC	CPT Holdings, Inc.
Asgard Productions II LLC	Crescent Productions, Inc.
Asgard Productions III LLC	Crown City Pictures Inc.
Ashland Productions, Inc.	Culver Productions, Inc.
Assembled Productions LLC	Dakota North Entertainment, Inc.
Assembled Productions II LLC	Dark Country Productions, Inc.
Assembled Productions III LLC	Delta Blues Productions LLC
Avery Pix, Inc.	DG Entertainment Media, Inc.
Avoca Productions, Inc.	Digisynd, Inc.
Back Breaker Films, Inc.	Digital 360 Productions, Inc.
Battle Investments, Inc.	Digital 49 Productions, Inc.
Big Indie Pictures, Inc.	Disney Television Animation
Black Label Media LLC	DreamWorks Animation LLC
Blaze Films, Inc.	DreamWorks Animation Television, LLC
Blithe Hollow, LLC	Dutch Boy Productions, LLC
Bonanza Productions Inc.	DW Dramatic Television L.L.C.
Broken Foot Productions, Inc.	DW SKG TV L.L.C.
	DW Studios Productions L.L.C.
	DWP Productions, Inc.
	Dyminium Productions, LLC

Earlham Productions, Inc.
Eat Pray Love Productions, Inc.
Echelon Films, Inc.
Egregious Entertainment, LLC
ELP Communications
Emerald City Pictures, LLC
Entrada Productions, Inc.
Eye Productions Inc.

Famous Players, Inc.
Film 49 Productions, Inc.
FilmPool, Inc.
Final Space, LLC
Fomo Entertainment, LLC
Fox Square Productions, Inc.
Frank & Bob Films II, LLC
Fresh Out Pictures, Inc.
FTP Productions, LLC

Galaxy Three Productions, Inc.
Garden Films Productions, Inc.
Goosebumps Productions, LLC
Got Talent, LLC
Gotta Dance, Inc.
Gotta Step Productions, Inc.
Graves Productions, Inc.
Gravitational Productions, LLC
GWave Productions, LLC

Halfworld Productions LLC
Happy Puppet Productions, Inc.
Hard Breaker Productions, Inc.
Harmon Films, LLC
Harmony Gold Productions, Inc.
Hazardous Productions, LLC
Hi'ilawe Productions, Inc.
Hold Fast Productions, LLC
Hop Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.

I.B.C.C. Films, Inc.
In Development, LLC
Infinity Productions LLC
Infinity Productions II LLC
Infinity Productions III LLC

Inspiration Productions, LLC
Iron Works Productions LLC
Iron Works Productions II LLC
Iron Works Productions III LLC
Island Film Studios, LLC

Jack & Jill Productions, Inc.
Jay Squared Productions LLC
Jump 21 Productions, LLC
June Pictures LLC
Juniper Productions, Inc.
Just Rewards Productions, Inc.

K-Kid Productions, Inc.
Katy Mac Session Productions
Kelley Productions, Inc. dba David E. Kelley Productions
Kerner Films, LLC
KES Development, LLC
Kiki Tree Pictures Inc.
Kimoyo Productions LLC
KK Ranch Productions, Inc.

Lady Prison Productions, Inc.
Lakefront Productions, Inc.
Lakeshore Entertainment Group LLC
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Lennox House Pictures Inc.
Leverage Productions, Inc. dba Ex Libris Productions, Inc.
LGTV Productions, Inc.
Living Proof Productions, LLC
Lost Lambs Productions, Inc.
Lou Cid Productions LLC
Louisiana Premiere Productions LLC
Love Child Pictures, LLC

MacArthur Park Productions, Inc.
Madison Productions, Inc.
Magnificent Videos, LLC
Main Gate Productions LLC
Main Street Films LLC
Mako Entertainment, Inc.
Marceau Productions, LLC
Mardi Gras Louisiana, LLC

Marvel Animation Studio LLC
Marvel Eastern Productions LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Miles Deep Productions, Inc.
Milk Street Productions, LLC
Mill Valley Film Group
Minim Productions, Inc.
Monster House, Inc.
Montrose Productions, Inc.
Music City Productions, Inc.
Mutiny Pictures Inc.
MVL East Coast Productions LLC

Net 2.0 Productions, Inc.
New Horizons Picture Corp.
New Line Productions, Inc.
New-Path Productions, Inc.
New Regency Productions, Inc.
Nferno Productions, LLC
Ninjutsu Pictures Inc.
Noble Peak Productions, LLC
NonCal Animation, Inc.
Northwest Shadow, LLC
Not Specific Productions, Inc.
NS Pictures, Inc.

Ocotillo Productions, Inc.
October Holdings, Inc.
Olive Avenue Productions LLC
Olive Productions, LLC
On The Brink Productions, Inc.
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Panther Film Productions US, Inc.
Paramount Overseas Productions Inc.
Paramount Pictures Corporation
Partricks Road Productions II, Inc.
Passenger Productions, Inc.
Pencils Productions, LLC
Perdido Productions, Inc.

Pet II Productions Inc.
Phoenix Film Group, LLC
Picrow, Inc.
Picrow Features Inc.
Picrow Streaming Inc.
Pinnacle 2 Productions, LLC
Pixar Talking Pictures
Pool Mate Pictures, LLC
PP21 Productions LLC
Preach Productions, Inc.
Pretend Wife Productions, Inc.
Produced Bayou, Inc.
Profiler Productions, Inc.
Project Allstars, Inc.
Pym Particles Productions LLC
Pym Particles Productions II LLC

Quadra Productions, Inc.
Race Point Entertainment, Inc.
Random Pictures Inc.
Real Heaven, Inc.
Reassembled Productions LLC
Red Zone Pictures, Inc.
Redemption Pictures, Inc.
Remote Broadcasting, Inc.
Restless Productions, Inc.
Retro, Inc.
RHO Productions, LLC
Riot of Colour, Inc.
Riverboat Productions, LLC
Riverside Actors Holdings, Inc.
Rose City Pictures, Inc.
Rozar Pictures, LLC
Ruby Lake Productions, LLC
Ruff Draft Productions, LLC

Rush Hour Productions,
dba Rush Hour P.I.
Rutherford Bench Productions, Inc.
S&K Pictures, Inc.
Saint Productions, Inc.
Salty Pictures, Inc.
Sample Size, Inc.
San Vicente Productions, Inc.

Scope Productions, LLC
Screen Gems Louisiana, LLC
Screen Gems Productions, Inc.
Search Party Productions, LLC
Second Family, LLC
Seven Pounds Productions, Inc.
Shadow Animation, LLC
Shangrila Films LLC
Shouldn't Throw Stones, Inc.
SLO Productions Inc.
SM Film Productions, Inc.
Sneak Preview Productions, Inc.
Somma Productions, Inc.
Sony Pictures Animation, Inc.
Sony Pictures Television Inc.
Spinel Productions, Inc.
Spytime Productions, Inc.
St. Giles LLC
Stage 6 Films, Inc.
Stannum 50 Labs (US) Inc.
Starz Evil Productions, LLC
Starz Heels Productions, LLC
Starz Power Productions, LLC
Starz Remorse Productions, LLC
Step-Up Productions, Inc.
Stewie Productions, Inc.
Stonestreet Studios Inc.
Storyteller Production Co., LLC
STX Financing, LLC
Sub-Urban Productions, Inc.
Sunday Show Pictures, Inc.

Talent Court Productions Inc.
Thai Sniper, Inc.
Thai Vampire, Inc.
The Company Productions, LLC
The SKPS Company
Theoretical Pictures, Inc.
Thespians, LLC
Thwip Productions LLC
Tibernia Productions, Inc.
Tiny Tot Productions, Inc.
Topanga Productions, Inc.
Touchstone Television Productions, LLC
dba ABC Studios
Trackdown Productions, Inc.

Triage Entertainment, LLC
Tristar Productions, Inc.
Tristar Television, Inc.
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
Two Strings, LLC

Ultra-Vi Productions, Inc.
Uncommon Productions, LLC
Undiscovered North American Ape Pictures, Inc.
United Artists Pictures Inc.
Universal Animation Studios LLC
Universal Cable Productions LLC
Universal City Studios LLC
Upside Down Productions Inc.

Vampires-R-Us, Inc.
Velvet Hell Productions, Inc.
Vita-Ray Productions LLC
Vita-Ray Productions II LLC
Vita-Ray Productions III LLC

WAG Pictures Inc.
Walt Disney Pictures
Warner Bros. Animation Inc.
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
White Famous Productions, Inc.
Williams Street Productions, LLC
Woodridge Productions LLC
Woodridge Productions, Inc.

X-Mas Hollywood Films, Inc.

YANDR Productions, LLC
YNFS Productions LLC

ATTACHMENT A-2

2017 PRODUCER – SAG-AFTRA TELEVISION AGREEMENT AUTHORIZATION LIST

40 North Productions, LLC	Digital 49 Productions, Inc.
1440 Productions, LLC	Disney Television Animation
ABC Signature Studios, Inc.	DreamWorks Animation LLC
Abominable Pictures, Inc.	DreamWorks Animation Television, LLC
Acacia Productions, Inc.	DW Dramatic Television L.L.C.
Acid Zoo Productions, LLC	DW SKG TV L.L.C.
Actors Group, LLC	DW Studios Productions L.L.C.
Alameda Productions, LLC (d/b/a Legendary Alameda Productions, LLC)	DWP Productions, Inc.
Alive and Kicking, Inc.	Dyminium Productions, LLC
American Lion Productions, Inc.	Earlham Productions, Inc.
American Summer Productions, Inc.	Echelon Films, Inc.
And You Video Productions, LLC	Egregious Entertainment, LLC
Appleton Productions, Inc.	ELP Communications
Aries Pictures, LLC	Emerald City Pictures, LLC
Ashland Productions, Inc.	Entrada Productions, Inc.
Avoca Productions, Inc.	Eye Productions Inc.
Big Indie Pictures, Inc.	Film 49 Productions, Inc.
Black Label Media LLC	FilmPool, Inc.
Bonanza Productions Inc.	Final Space, LLC
Califon Productions, Inc.	Fomo Entertainment, LLC
Captive Productions, LLC	Fox Square Productions, Inc.
Carnival Row Productions, LLC (fka Legendary Television 1, LLC)	Frank & Bob Films II, LLC
Cartoon Network Studios, Inc.	FTP Productions, LLC
Casual Productions, Inc.	Got Talent, LLC
CBS Films Inc.	Graves Productions, Inc.
CBS Studios Inc.	GWave Productions, LLC
Concord Films LLC	Halfworld Productions LLC
Cordova Training Company	Happy Puppet Productions, Inc.
CPT Holdings, Inc.	Harmon Films, LLC
Crescent Productions, Inc.	Harmony Gold Productions, Inc.
Dakota North Entertainment, Inc.	Hold Fast Productions, LLC
Delta Blues Productions LLC	Hop, Skip & Jump Productions, Inc.
DG Entertainment Media, Inc.	Horizon Scripted Television Inc.
Digisynd, Inc.	Hostage Productions, Inc.
Digital 360 Productions, Inc.	In Development, LLC
	Island Film Studios, LLC

Jay Squared Productions LLC
Just Rewards Productions, Inc.

Katy Mac Session Productions
Kelley Productions, Inc. dba David E. Kelley Productions
Kerner Films, LLC
KES Development, LLC
KK Ranch Productions, Inc.

Lady Prison Productions, Inc.
Lakeshore Entertainment Group LLC
Leverage Productions, Inc. dba Ex Libris Productions, Inc.
LGTV Productions, Inc.
Living Proof Productions, LLC
Lou Cid Productions LLC
Love Child Pictures, LLC

MacArthur Park Productions, Inc.
Madison Productions, Inc.
Magnificent Videos, LLC
Main Gate Productions LLC
Main Street Films LLC
Mako Entertainment, Inc.
Marvel Animation Studio LLC
Marvel Eastern Productions LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Milk Street Productions, LLC
Mill Valley Film Group
Minim Productions, Inc.
Montrose Productions, Inc.
Music City Productions, Inc.

New Horizons Picture Corp.
New Regency Productions, Inc.
Nferno Productions, LLC
Noble Peak Productions, LLC
NonCal Animation, Inc.
Northwest Shadow, LLC
NS Pictures, Inc.
Not Specific Productions, Inc.

Ocotillo Productions, Inc.
October Holdings, Inc.
Olive Avenue Productions LLC
Olive Productions, LLC
On The Brink Productions, Inc.
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Paramount Overseas Productions Inc.
Paramount Pictures Corporation
Partricks Road Productions II, Inc.
Perdido Productions, Inc.
Pet II Productions Inc.
Picrow, Inc.
Picrow Features Inc.
Picrow Streaming Inc.
Pinnacle 2 Productions, LLC
Pool Mate Pictures, LLC
Popper Film LLC
PP21 Productions LLC
Preach Productions, Inc.
Produced Bayou, Inc.
Profiler Productions, Inc.
Project Allstars, Inc.

Quadra Productions, Inc.

Race Point Entertainment, Inc.
Reassembled Productions LLC
Remote Broadcasting, Inc.
Retro, Inc.
Riverside Actors Holdings, Inc.
Ruby Lake Productions, LLC
Ruff Draft Productions, LLC
Rush Hour Productions, dba Rush Hour, P.I.
Rutherford Bench Productions, Inc.

Saint Productions, Inc.
Salty Pictures, Inc.
San Vicente Productions, Inc.
Search Party Productions, LLC
Shadow Animation, LLC
Somma Productions, Inc.

Sony Pictures Television Inc.
Spytime Productions, Inc.
St. Giles LLC
Starz Evil Productions, LLC
Starz Heels Productions, LLC
Starz Power Productions, LLC
Starz Remorse Productions, LLC
Step-Up Productions, Inc.
Stonestreet Studios Inc.
Storyteller Production Co., LLC
STX Financing, LLC

Talent Court Productions Inc.
The Company Productions, LLC
Thespians, LLC
Thwip Productions LLC
Topanga Productions, Inc.
Touchstone Television Productions, LLC
dba ABC Studios
Trackdown Productions, Inc.
Triage Entertainment, LLC
Tristar Television, Inc.
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation

Undiscovered North American Ape
Pictures, Inc.
United Artists Pictures Inc.
Universal Animation Studios LLC
Universal Cable Productions LLC
Universal City Studios LLC

WAG Pictures Inc.
Walt Disney Pictures
Warner Bros. Animation Inc.
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
White Famous Productions, Inc.

Williams Street Productions, LLC
Woodridge Productions LLC
Woodridge Productions, Inc.

YANDR Productions, LLC
YNFS Productions LLC

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PLEASE READ THE FOLLOWING BEFORE SIGNING

By signing this voucher, I acknowledge and agree to the following:

- (1) I, the undersigned, certify that the number of income tax withholding exemptions claimed on this certificate does not exceed the number of which I am entitled.
- (2) I agree to accept the sum properly computed based upon the times and the basic wage rate shown as payment in full for all services heretofore rendered by me for said employer.
- (3) I hereby give and grant to the company named, its successors, assignees, licensees or any other person or company who might gain title or rights to the production, all rights of every kind and character whatsoever in and to all work heretofore done, and all poses, acts, plays

and appearances heretofore made by me for you and in to all of the results and proceeds of my services heretofore rendered for you, as well as in and to the right to use my name, likeness and photographs, either still or moving for commercial and advertising purposes. I further give and grant to the said company the right to reproduce in any manner whatsoever, including by altering, dubbing, editing and/or otherwise changing, any recordings heretofore made, by said company of my voice and all instrumental, musical or other sound effects produced by me. I further agree that in the event of a retake of all or any of the scenes in which I participate, or if additional scenes are required (whether originally contemplated or not) I will return to work and render my services in such scenes at the same basic rate of compensation as that paid me for the original taking. All such rights granted by me herein are to be worldwide and in perpetuity.

SIGNATURE: _____

COMPLETION OF FEDERAL & STATE FORMS REQUIRED