

## 2024 SAG-AFTRA INDEPENDENT INTERACTIVE LOCALIZATION AGREEMENT

1. This Independent Interactive Localization Agreement is subject to the terms and conditions of the Independent Interactive Media Agreement (I-IMA) except as modified herein.
2. Pursuant to Article I, Section 15 “**SAG-AFTRA Health & Retirement**”, performer pay under this Agreement is subject to AFTRA Health and Retirement Contributions in the amount of 17% of the gross compensation paid to Performer for services (but not including late payment penalties) .
3. Pursuant to Article I, Section 16, A.ii “**Digital Replicas; Generative Artificial Intelligence**” of the Independent Interactive Media Agreement (I-IMA), use of Generative Artificial Intelligence and Digital Doubles, and Transparency requirements (information provided to the Performer when hired) that exist in the I-IMA are also required under this Agreement.
4. Pursuant to Article I, Section 14.D “Additional Compensation”, for clarity, This Agreement is subject to the Multi-Session bonus structure in the I-IMA.
5. SAG-AFTRA agrees to consider any special circumstances which warrant modification of any of the terms of this Agreement and to grant waivers to accommodate such productions.
6. Signatory companies should ensure that Developers and Publishers are aware of and acknowledge Article I, Section 18, “**Transfer of Rights; Assumption Agreement**” requirements of the I-IMA.
7. SAG-AFTRA highly recommends the use of an experienced entertainment payroll company to process the performer payments, taxes, withholdings, and Benefit Plan contributions.

## 2024 SAG-AFTRA INDEPENDENT INTERACTIVE LOCALIZATION AGREEMENT

TITLE: “\_\_\_\_\_” (the “Project”)

EMPLOYER: \_\_\_\_\_

This Independent Interactive Localization Agreement (“Agreement”) is entered into between the Employer, identified above, and Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”) with respect to the Project.

Employer acknowledges and agrees that, except as modified by this Agreement, all terms of the 2024 SAG-AFTRA Independent Interactive Media Agreement (“I-IMA”) shall apply to the Project. This Agreement, together with the I-IMA, sets forth the wages, terms and conditions, and benefits for performers working on the Project. In the event of any contradictory terms between this Agreement and the I-IMA, this Agreement controls for qualifying Projects. Employer acknowledges that it has received a copy of the I-IMA and is familiar with its collective terms. Capitalized terms that are not defined in this Agreement shall have the meanings set forth in the I-IMA.

SAG-AFTRA reserves the right to review this executed Agreement to determine if Employer is a bona fide producer of an interactive or video game project. SAG-AFTRA reserves the right to reject the signatory status of an employer that is not a legitimate producer of interactive or video game project or whose production does not conform to the full terms and conditions set forth in this Agreement.

### **1. THE AGREEMENT IS A ONE-PRODUCTION-ONLY FOR THE SPECIFIC PROJECT**

Employer understands that each production will be reviewed and signed on a case-by-case basis and this Agreement is only for the Project listed above. Qualification for this Agreement is solely at SAG-AFTRA’s discretion and there is no guarantee Employer will qualify on any other projects, even if related to this Project.

### **2. ELIGIBILITY UNDER THIS AGREEMENT**

By signing this Agreement, Employer represents that the Interactive Project is eligible for coverage under this Agreement and that all information in the corresponding signatory application that was submitted for the Interactive Program is true to the best of Employer’s knowledge.

To qualify for this Agreement, SAG-AFTRA will evaluate the Program based on the following criteria:

- Project was originally scripted in a language other than English
- Intellectual Property Owner is based outside of the United States

An Employer showing proof of an already released foreign language Project is considered clear proof of qualification, but if that option is not available, Employer may be required to produce copies of the original copyright filings, licensed footage of the interactive/video game project that shows the original language, a copy of the English language license, or any other documents or information that SAG-AFTRA deems necessary to confirm qualifications.

### **3. RESPONSIBILITY FOR PAYMENTS; DISCLOSURES**

Employer agrees to make all session and other payments to Performers required by the I-IMA, Employer further agrees to make all appropriate contributions to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund (the “Plans”) in accordance with the I-IMA and to provide the Plan trustees with all information as may be reasonably required for the proper and efficient administration of the Plans. Within twelve (12) calendar days of SAG-AFTRA’s written request, Employer shall also provide the information to SAG-AFTRA.

If call sheets (or the equivalent) are used by the production, Employer must deliver the applicable call sheet to each individual performer no less than 12 hours before they are to perform.

If the game is not signed by the company with ultimate financial responsibility, the Employer shall ensure full and prompt compliance with all terms of this Agreement (including, as applicable, obtaining a Transfer of Rights from the responsible party in a timely manner).

Employer shall inform SAG-AFTRA of the final game title at the time of release of the game.

### **4. MODIFICATIONS TO I-IMA TERMS**

The following sections of the I-IMA are modified or replaced as follows:

#### **A. “Performers” (Article 3, “Definitions”)**

The parties agree and affirm the preexisting interpretation that the definition of “Performer” includes motion capture and performance capture.

#### **B. Compensation**

##### **I. Salaries**

The following compensation applies to work done under this Agreement and remains indexed to the rates in the I-IMA. The Agreement requires additional payment of 50% of an I-IMA Session Fee as a buyout of all future integration, use in DLC, and Reuse of human-recorded performance as recorded. The grant of rights shall not be deemed to include use in toys or other merchandising, unless separately bargained for with the Performer. This buyout does not apply to original Material created by a Digital Replica.

**MINIMUM SCALE FOR PERFORMERS:  
(DISPLAYED RATES ARE INCLUSIVE OF 50% BUYOUT)**

<u>Off-Camera Performers:</u>	<u>01/01/24</u>	<u>01/01/25</u>
Day Performer (Up to 12 voice prints/4-hr day)	\$1,535.75	\$1,653.00
Day Performer (2 voice prints/1-hr day)	\$768.00	\$826.75
 <u>Atmospheric Voices</u>		
Unlimited atmospheric voice prints/4-hr day	\$1,535.75	\$1,653.00
3 Atmospheric voice print/1-hr day	\$768.00	\$826.75

A Performer may not record Atmospheric Voices and non-Atmospheric Voices in the same session.

In connection with an on-camera session, face and movement characters are unlimited but voice prints are limited to the number in the off-camera rate.

**5. STRESSFUL & HAZARDOUS SESSIONS**

Sessions that contain vocally stressful work will be no longer than 2 hours and paid at full 4-hour Off-Camera Day Performer rate.

Vocally stressful sessions are any work that risks damage or undue strain to the Performer’s voice which may be due to prolonged requests for the Performer to enact: yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural vocal textures, extensive whispering, high pitched vocal sounds, or any other voice/sound that is difficult/challenging for the performer to deliver.

On-Camera Sessions that contain physically stressful/hazardous work are not time limited. Physically stressful sessions are any sessions that cause or risk excessive and extreme physical activity that leads to extreme exhaustion and possible injury. Excessive reps of usual activities such as running, jumping, climbing, landing, and crouch movement. Reps of unusual physical activities that require training and skill and exhaust quickly such as impacts, deaths, creature work, scaling, falling, and skilled weapons work.

**6. RECLASSIFICATION**

If Employer has made any misrepresentations regarding the Project’s eligibility for this Agreement without notice to and separately bargaining with SAG-AFTRA, then in its sole but reasonable discretion, SAG-AFTRA may reclassify the Project to the full I-IMA. Employer

agrees to provide SAG-AFTRA any and all information it requests in order to determine the Project's continuing eligibility for this Agreement.

Employer agrees that if SAG-AFTRA reclassifies the Project, all terms and conditions of the I-IMA will apply to the Project as if the Project was classified under the I-IMA from inception. Employer will be required to pay the Performers and Background Actors all amounts, including Plan contributions, due under the I-IMA less any amounts already paid. If the Project is still in production, the corresponding terms and conditions of employment will be applicable to the Project.

Employer will have no right to use, and must immediately cease using, the Performers' and Background Actors' performances and, if applicable, Digital Replicas until the Employer has made the required payment(s). SAG-AFTRA, or any affected performer who worked on the Project, may seek injunctive relief in arbitration or in any court of competent jurisdiction to enforce this provision.

## **7. PROTECTION OF MEMBER INFORMATION**

Employer shall use commercially reasonable best efforts to protect the personally identifiable information (or "PII") of Performers, whether in electronic or tangible form, including contact information, social security numbers, employment contracts, and other disclosures, reports, or paperwork that may include personal information. A Digital Replica shall be considered PII of the depicted Performer.

Employer shall not include a Performer's social security number on any sign-in sheet for an interview or audition, but may instead use a Performer's SAG-AFTRA ID number. Notwithstanding any provision of the I-IMA to the contrary, Employer will provide SAG-AFTRA with all information, which may include full social security numbers, that SAG-AFTRA deems reasonably necessary to identify Performers or Background Actors who are engaged on the Project and to administer this Agreement and the I-IMA.

Employer shall handle Performer PII, including, without limitation, any Digital Replica(s), in accordance with applicable law.

In the event of any data breach or other loss, theft, or mishandling of Performer PII including, without limitation, Digital Replicas, in addition to compliance with applicable law, Employer shall provide prompt notification to SAG-AFTRA, setting forth the actual or approximate date of the incident, the nature of the incident, the number and names of the Performers affected, and any other information SAG-AFTRA reasonably requests.

## **8. NO WAIVER OF APPLICABLE LAWS**

Nothing in this Agreement waives or limits Employer's obligations to comply with any laws or regulations otherwise applicable to the Project. This includes, but is not limited to, laws related to workers compensation, minimum wages, and the employment of minors.

Nothing in this Agreement supersedes or limits any right or remedy a Performer or Background Actor might have under law or otherwise relating to their work on the Project, including relating to any unauthorized use of his or her name, likeness, image, voice, performance or any other personal attribute.

**9. SUNSET CLAUSE**

All provisions of this Agreement expire upon termination of the 2024 Independent Interactive Media Agreement.

**10. MISCELLANEOUS**

This Agreement may be signed in counterparts, each of which will be deemed an original and all of which together will make one agreement. Any signature transmitted electronically, including any typed signature, is valid and binding to the same extent as an original signature.

If any portion of this Agreement is held to be unenforceable or illegal by a court of law, such portion will be severed and the remainder of the agreement will still be enforceable. Employer and SAG-AFTRA will negotiate a substitute provision with substantially the same effect to the extent SAG-AFTRA requires such a substitute.

By signing below, Employer represents and warrants the Interactive Project meets the above qualifications for this Agreement and agrees to the Interactive Localization Media Agreement terms and conditions contained herein. If the below individual is signing on behalf of a company, the individual certifies that it is empowered and authorized to make these representations on the company's behalf.

**PRODUCER  
AGREED AND ACCEPTED:**

**SAG-AFTRA:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# 2024 SAG-AFTRA Independent Interactive Media Agreement

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## **General Terms and Conditions**

### **ARTICLE I – GENERAL**

#### **1. AGREEMENT**

This Agreement shall be referred to as the 2024 SAG-AFTRA Independent Interactive Media Agreement (“Agreement”).

#### **2. RECOGNITION & SCOPE**

Employer recognizes SAG-AFTRA as the exclusive bargaining agent for all Performers and Background Actors engaged to render services under this Agreement, including services to be performed by a Digital Replica, in the production of Material for Interactive Media.

##### **A. Geographical Jurisdiction**

The terms and conditions of this Agreement apply to the production of Interactive Material in the United States, its territories and possessions, and to any Performer employed by the Employer in the United States for work to be performed anywhere else in the world. The foregoing shall include when negotiations are carried out in the United States by a Performer’s representative when the Performer is temporarily abroad.

##### **B. Rules and Regulations**

Employer further recognizes that members of SAG-AFTRA must abide by SAG-AFTRA’s Constitution, By-laws, Rules and Orders, and the obligations thereof and that the engagement is subject to such rules.

##### **C. Additional Terms in Addenda**

Additional terms pertaining to Singers, Dancers, Background Actors, and Minors are set forth on Addenda attached to this Agreement. Employer acknowledges that the Addenda are part of this Agreement as if incorporated herein.

#### **3. TERMS DEFINED**

In addition to the terms defined elsewhere in this Agreement, capitalized words used in this Agreement shall have the meanings set forth in Article III — Definitions.

#### **4. TERM OF AGREEMENT**

The term of this Agreement shall commence on the date first executed by Employer and shall automatically expire on December 31, 2027 unless extended by mutual agreement. All terms and obligations that by their nature are intended to survive expiration shall continue in effect.

#### **5. NOTICE TO SAG-AFTRA**

If the Employer uses one or more code names, a.k.a's, or alternate or working titles to identify the Interactive Program, then Employer shall inform SAG-AFTRA of the final game title upon public announcement of the title (but in no event later than the Interactive Program's release date), together with all names previously provided to SAG-AFTRA or Performers.

## **6. UNION SECURITY**

Employer will only employ Performers covered by this Agreement who are members of SAG-AFTRA in good standing or those who shall make application for membership on the thirtieth (30th) day following the beginning of employment, and thereafter maintain such membership in good standing as a condition of employment. Nothing in this Agreement will be construed as preventing Employer from hiring non-SAG-AFTRA members in accordance with the Taft-Hartley Act to perform in Interactive Programs.

Employer shall pay to SAG-AFTRA, as liquidated damages, the sum of Five Hundred Dollars (\$500) for each breach by the Employer of the provisions of this Section. Any breach of this Section is subject to arbitration. Each time the Employer hires a Performer in violation of this Section it shall be considered a separate breach irrespective of the number of days of employment.

It is the Employer's responsibility to ascertain if each Performer is a member of SAG-AFTRA in good standing. Employer shall provide SAG-AFTRA the names of Performers to be used in the production of Interactive Material no later than the time of hiring or forty-eight (48) hours in advance of the initial sessions, whichever is later.

## **7. PREFERENCE OF EMPLOYMENT**

Employer agrees that in the hiring of Performers, preference will be given to Qualified Professional Performers who are reasonably and readily available. For work required to be performed in person, preference will be given to Qualified Professional Performers who are reasonably and readily available in the locality where the work is to be performed.

Nothing in this section shall alter or modify Employer's right to cast any Performers.

Employer shall pay to SAG-AFTRA, as liquidated damages, Five Hundred Dollars (\$500) for each breach of the provisions of this Section. Employer's hiring of a Performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment; but each separate hiring of the same person that violates this provision shall be deemed a separate breach.

An alleged breach of this Section is subject to arbitration between SAG-AFTRA and Employer.

## **8. PRODUCTION STAFF**

Employer shall not utilize casting, development, or production staff as Performers in any Program on which they also render any services other than as a Performer without the express consent of SAG-AFTRA. SAG-AFTRA shall give reasonable consideration to the Employer's good faith request for waivers to accommodate their legitimate production necessities.

The following are exceptions to the above:

- Animal handlers (appearing in a scene in which they handle animals);
- Actor/directors, actor/writers, or actor/developer engaged as such by written contract prior to commencing work;
- An emergency in the production which requires immediate response; a situation in which a member of the cast cannot perform or fails to report for work ready, willing and able to perform the services for which they were engaged.

If Producer violates this section, it shall pay liquidated damages in the following amounts:

- Day Performer \$300.00
- Three-Day Performer \$400.00
- Weekly Performer \$600.00

## **9. NO EVASION; UNION STANDARDS**

### **A. Evasion of Responsibilities**

Employer agrees that it will not knowingly evade performance under or circumvent this Agreement, including by:

- Subletting or transferring responsibility hereunder to any third person (except as may be permitted under this Agreement);
- Transfer operations to any other place of origin or territory for the purpose of defeating or evading this Agreement;
- Use, lease, or authorize others to use Interactive Material for any purpose or in any manner other than as permitted by this Agreement; or
- Use the terms of this Agreement for the purpose of defeating or evading the terms and conditions of any other SAG-AFTRA Agreement.

### **B. Union Standards**

Employer shall not produce nor acquire an Interactive Program (or any part thereof) as to which one or more Performers are or were employed by a party that is not a signatory to this Agreement (a non-signatory), unless the Employer determines after reasonable investigation that the Performers have been and will be either (1) afforded the wages, hours, working conditions and other economic benefits provided in this Agreement; or (2) afforded wages hours, working conditions and other economic benefits having substantially equivalent economic cost to such non-signatory. Upon request from SAG-AFTRA, the Employer shall report to SAG-AFTRA the name of the non-signatory, the name and number of any applicable Programs, and any other information SAG-AFTRA deems reasonably necessary to its administration of this Agreement.

This section shall not apply to Interactive Programs or any part thereof which exist prior to the execution of this Agreement.

If the Employer obtains an agreement substantially in the form below from the non-signatory, Employer shall be deemed to have observed the provisions of this subsection:

"It is hereby agreed by \_\_\_\_\_ [Name of non-signatory Employer] that all Performers as defined in the applicable SAG-AFTRA Interactive Media Agreement have been and will be afforded either (1) the wages, hours, working conditions and other economic benefits provided in said Agreement; or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to

\_\_\_\_\_  
[Name of Non Signatory Employer]."

## 10. CONTRACTS WITH PERFORMERS

### A. Minimum Scale and Terms

Employer shall not enter into any contract with a Performer at terms less favorable to the Performer than those contained in this Agreement. All Performers shall have the protection and benefits of the provisions and conditions set forth in this Agreement. Nothing herein shall prevent an individual Performer from bargaining for more favorable terms and conditions in their individual contract.

No release or waiver of any provisions of this Agreement or any other SAG-AFTRA Agreement by any Performer shall be effective without the written consent of SAG-AFTRA.

### B. Terms Incorporated

Except as expressly provided in this Agreement, the minimum terms and conditions of this Agreement shall be deemed incorporated into all individual contracts of employment.

Every contract (whether written or oral) between Employer and any Performer shall be deemed to contain the following:

"Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto that they are bound by all the terms and provisions of the 2024 SAG-AFTRA Independent Interactive Media Agreement (the "SAG-AFTRA Agreement") including the provisions governing the SAG-AFTRA Health and Retirement Funds. In the event of any inconsistency between this contract and the Agreement or the valid rules and regulations enacted by SAG-AFTRA, the Agreement and the rules and regulations of SAG-AFTRA shall prevail; but nothing in this provision shall affect any terms, compensation or conditions in this contract which are more favorable to Performers than those in this Agreement.

If the term of this contract extends beyond expiration of the Agreement, this contract shall be deemed modified to conform to any successor Agreement. Nothing in this

contract shall prevent the Performer from engaging in any strike or obeying any of the lawful rules and regulations of SAG-AFTRA without penalty by way of damage or otherwise, subject to mutual cancellation or termination of this contract without penalty on either side.

All disputes and controversies of every kind and nature arising out of or in connection with this contract shall be determined by arbitration in accordance with the SAG-AFTRA Agreement.”

### C. Performer Contracts

Contracts with Performers shall be in the form set forth in Exhibit C, “Performer Contract for Interactive Media.”

No changes, alterations or additions may be made to any approved form except such changes as are more favorable to the Performer and which have been acknowledged by both Performer and Employer on the contract. Copies of all such employment contracts shall be filed with the appropriate SAG-AFTRA office.

## **11. WAIVERS**

SAG-AFTRA agrees to consider any special circumstances which warrant modification of any of the terms of this Agreement and to grant waivers to accommodate such productions, which waivers shall not be unreasonably withheld. Any request by an Employer for consideration for changes or waiver by SAG-AFTRA hereunder must be made in writing by advance notice to SAG-AFTRA to afford sufficient time to give proper consideration to such request. Waiver requests shall be submitted no less than fifteen (15) business days prior to the scheduled production of any Interactive Program.

## **12. PAYMENTS**

### A. Time and Method for Payments

Employer shall pay Performers for their services no later than twelve (12) business days after the later of: (i) the date the services have been rendered, or (ii) the date that the Performer has furnished to the Employer or its designated payroll provider all paperwork required by federal, state, and local law, provided that the Employer or its payroll provider has made available to the Performer all required paperwork no later than the day services are rendered. Producer shall promptly identify any missing or incomplete paperwork and work collaboratively with Performer to ensure that required paperwork is timely submitted. Employer or its designated payroll provider shall, upon SAG-AFTRA’s request, provide SAG-AFTRA with any payroll documentation SAG-AFTRA deems reasonably necessary in the administration of this Agreement.

### B. Liquidated Damages for Late Payment

If Employer or its designated payroll provider fails to make timely payment pursuant to Section 13. A. “Time and Method for Payments”, Employer shall pay to each affected Performer a

late-payment penalty for each day, beginning with the day following the day of default: Three Dollars and Fifty Cents (\$3.50) for each day's delinquency up to thirty (30) days (excluding Saturday, Sunday, and holidays which the Employer observes). Thereafter, liquidated damages if either SAG-AFTRA or the Performer gives written notice (email permissible) to the designated representative of the Employer of the nonpayment and full payment including accrued liquidated damages is not made within twelve (12) working days thereafter, the Employer shall immediately pay an additional amount of One Hundred Fifty Dollars (\$150.00) plus further liquidated damages payments at the rate of Five Dollars (\$5.00) per day from the date the Employer receives, or is deemed to have received, notice of non-payment, which shall continue without limitation as to time until the delinquent payment together with all liquidated damages are fully paid. The late payment penalties set forth in this section shall be in addition to any and all other remedies which SAG-AFTRA or the Performer may have against Employer under this Agreement.

The above cumulative payments shall not apply if:

- A bona fide dispute exists as to the amount due and Employer has given SAG-AFTRA prompt written notice of the dispute;
- A Force Majeure event (as the term is generally understood) causes the delay in payment; or
- Where the performer has failed to furnish to the Employer all legally required tax and immigration forms that have been provided to the performer by Employer or its designated payroll house;
- Where the Performer, having been furnished their contract before the day of their performance, fails to return the signed engagement contract promptly.

C. All Fees are Net; Permissible Deductions

The minimum fees specified in this Agreement shall be net to the Performer. No deductions whatsoever may be made by Employer from Performers compensation except for deductions and withholding that are required by law.

All compensation paid to Performers covered by the Agreement is subject to Social Security, withholding, unemployment insurance taxes, and disability insurance taxes. Employer or its designated payroll provider shall be responsible to make the required payments, reports and withholdings with respect to such taxes. Employer or its designated payroll provider shall provide each Performer all tax forms and information necessary for withholding purposes.

D. Prohibition Against Crediting

Compensation paid to Performer that is in excess of the minimum for their services shall not be credited against overtime, liquidated damages, or any other compensation otherwise due the Performer.



### 13. SAFEGUARDS AGAINST VIOLATION

Employer shall furnish SAG-AFTRA written reports specifying: the details relevant to the Interactive Program produced; time of the production sessions; the title of the Interactive Program; names of Performers; complete time in rehearsal and recording; gross fees payable to Performers. Standard form reports shall be promulgated by SAG-AFTRA by agreement with representatives of the Interactive industry.

### 14. COMPENSATION

The minimum compensation payable to Performers under this Agreement shall be as set forth in this section or as set forth in any of the following: (i) a tiered budget agreement to which it is attached, (ii) an applicable addendum, exhibit or other similar attachment to this Agreement; or (iii) any other agreement or sideletter between SAG-AFTRA and the Employer that modifies or incorporates this Agreement.

#### A. Minimum Daily Session Rate for Performers<sup>1</sup>

<b><u>On-Camera Performers:</u></b>	<b><u>01/01/24</u></b>	<b><u>01/01/25</u></b>
Day Performers (unlimited roles excluding voice)	\$1,023.75	\$1,102.00
3-Day Performers (unlimited roles excluding voice)	\$2,590.50	\$2,788.50
Weekly Performers (unlimited roles excluding voice)	\$3,553.75	\$3,825.25
6 Day Overnight Location (unlimited roles excluding voice)	\$3,908.50	\$4,207.00
<b><u>Off-Camera Performers:</u></b>		
Day Performer (up to 3 voice prints/4-hour day)	\$1,023.75	\$1,102.00
Day Performer (1 voice print/1-hour day)	\$512.00	\$551.00
Additional voice prints in same session (each)	\$341.25	\$367.50
Day Performer (6-10 voice prints / 6-hour day)	\$2,048.25	\$2,204.75

#### B. Half-Day Employment (Rehearsals)

Employer may engage an on-camera Performer for up to four (4) consecutive hours of rehearsal time per day at 65% of the Day Performer rate pro-rata, or 65% of the Performers pro-rata single day rate, whichever is higher, for rehearsals as follows:

Rehearsal time (no recordation of Performers) of four (4) consecutive hours or less, provided a firm date for the subsequent workday(s) is given at the time of booking.

Call times, except for travel, are restricted to:

- Morning Call - no later than 8:00 a.m.

<sup>1</sup> Compensation for Singers and Dancers is as set forth in Addendum A, "Singers / Dancers" and for Background Actors in Addendum B, "Background Actors."

- Afternoon Call - no earlier than 1:00 p.m.
- Evening Call - any four (4) consecutive hours provided work ends by 12:00 a.m.

Any extension of the half-day Rehearsal beyond four (4) hours in a single day is subject to the Performer's consent, either at the time of extension or in advance, and shall require payment of an additional 35% of the daily rate for such day, whether four additional hours or less are worked. Any overtime beyond eight (8) hours of work will then be computed at time and one-half or double time, as specified in Article II, Section 8, "Overtime". All required meal periods will be observed.

For Three-Day Performers or Weekly Performers, Employer may use the half-day rehearsal rate based only on the Day Performer minimum.

### C. Atmospheric Voices

A Producer that employs at least ten (10) performers on a specific Interactive Program may hire performers to do Atmospheric Voices under the terms set forth below.

A Performer may be employed to perform under either of the following categories:

A Performer may voice an unlimited number of Atmospheric Voices in a single four (4) hour session for the Day Performers (3 voice prints/4-hour day) rate.

A Performer may voice up to three (3) Atmospheric Voices in a single 1-hour session for the Day Performers (1 voice print/1-hour day) rate.

The Performer (or their professional representative) must be notified in writing prior to engagement that they are being engaged for Atmospheric Voices, including which of the two categories the Producer is utilizing. If the above-required notice is not given, then all voices beyond the third voice recorded in that session in the case of four (4) hour sessions or beyond the first voice in the case of one (1) hour sessions shall be paid as 'additional voice prints.

A Performer may not record Atmospheric Voices and non-Atmospheric Voices in the same session.

The notifications regarding vocal stress and all other relevant terms of the contract shall apply equally to sessions for the recording of Atmospheric Voices.

### D. Additional Compensation

The Employers will pay each Performer who works on and whose work is included in a covered Interactive Program additional compensation based upon the number of recording sessions worked as follows:

<u>Number of Performer Recording Sessions Worked by Performer</u>	<u>Incremental Additional Compensation Amount</u>	<u>Aggregate Additional Compensation Payment</u>
1 Sessions	\$75.00	\$75.00
2 Sessions	\$125.00	\$200.00
3 Sessions	\$175.00	\$375.00
4 Sessions	\$175.00	\$550.00
5 Sessions	\$225.00	\$775.00
6 Sessions	\$225.00	\$1,000.00
7 Sessions	\$285.00	\$1,285.00
8 Sessions	\$285.00	\$1,570.00
9 Sessions	\$285.00	\$1,855.00
10 Sessions	\$285.00	\$2,140.00
11 Sessions or more	\$0.00	\$2,140.00

Employer shall pay Additional Compensation, together with applicable Benefit Plan contributions, no later than the release date of the Interactive Program. Employer may credit overscale compensation paid to a Performer against Additional Compensation payments. Additional Compensation payments are not included in any calculation of Total Applicable Base Compensation.

If an Interactive Program include uses an aggregate of 10 or fewer sessions by all Performers, Employer is not required to pay the Additional Compensation provided above.

### **15. SAG-AFTRA HEALTH PLAN & AFTRA RETIREMENT FUNDS**

Employer shall pay to the SAG-AFTRA Health Plan (the “Health Plan”) and the AFTRA Retirement Fund (the “Retirement Fund”) (collectively, the “Benefit Plans”) a sum equal to seventeen percent (17%) of the gross compensation due each Performer for services (but not including late payment penalties) without any deductions whatsoever allocated as follows: 8.67% to the Health Plan and 8.33% to the Retirement Fund.

No Employer shall be obligated to make contributions to the Plans on behalf of any individual performer on gross compensation in excess of \$125,000 for covered services paid by that Employer per game franchise in a calendar year.

Employer or its designated payroll provider shall furnish each Plan with a remittance report containing all information reasonably required to identify the Performers for whom benefits are being paid and to pay the contribution specified above not later than twelve (12) business days after the date payments are due.

No part of the Employers contributions for the Performer’s benefits from the Plans: (i) may be credited against the Performer’s Overscale compensation or against any other benefits that they may be entitled to; or (ii) are subject to any agency commission or other deduction.

With respect to any contract with a personal services company for the services of a Performer's payments into the AFTRA H&R Funds (hereafter Contributions): (i) Contributions shall be based on the amount the Employer pays the company for the Performer's SAG-AFTRA-covered services; and (ii) Employer shall have the obligation to make the contributions directly to the Plans.

## **16. DIGITAL REPLICAS; GENERATIVE ARTIFICIAL INTELLIGENCE**

It is understood that this section is not intended to expand or restrict the Processing Practices or the Employer's or the Union's rights and obligations existing as of the effective date of this Agreement, such as Integration, Limited Integration, and Reuse rights, except as provided herein.

This section applies when a Performer is employed by the Employer under this Agreement and the Employer, directly or through a third party, creates a Digital Replica of the Performer, or the Employer uses a Digital Replica of a Performer to generate new Material.

### **A. Digital Replicas**

#### **i. Creation of Digital Replica**

The Employer must notify the Performer at the earlier of the audition or the job offer if it will create a Digital Replica of the Performer, or a blend of more than one performer, and shall obtain the Informed Consent of the Performer. Any time spent by the performer in connection with creating the Digital Replica shall be treated as work time, and is not creditable against use.

#### **ii. Use of Digital Replica**

##### **a. Informed Consent**

The Employer must obtain the Performer's Informed Consent (or, if the Performer is deceased, the Informed Consent of the Performer's estate or authorized representative, as required by applicable law) and negotiate compensation prior to the use of a Performer's Digital Replica, the Employer shall exercise its rights to use a Digital Replica under this section consistent with its obligations under Article I, Section 19, "Non-Discrimination Policy".

In addition to the information required for Informed Consent, the Employer shall disclose whether the Digital Replica will be used in connection with procedurally generated dialogue.

Performer's Informed Consent for the use of the Performer's Digital Replica other than in the Interactive Program for which it was originally created must be obtained prior to the use of the Digital Replica, but may not be obtained at the time of initial employment. The minimum for bargaining shall be the compensation set forth in subsection b. below.

Any Informed Consent granted under this provision shall be deemed suspended for the duration of any strike conducted in compliance with the Interactive Media Agreement.

No consent is required for Processing Practices.

## b. Compensation

If the Employer desires to use Material generated by a Digital Replica of an off-camera Performer in the publicly released version of an Interactive Program, the Employer shall pay the Performer compensation in an amount no less than the Limited Integration payment set forth in Article I, Section 22.B., “Reuse of Material”. For purposes of calculating the number of lines created with the Digital Replica, a ‘line’ shall include, on average, ten (10) words of dialogue or one (1) individual sound, such as monster or ‘effort’ sounds. Payment of the compensation set forth above shall be accompanied by a statement setting forth the number of lines created with the Digital Replica.

If the Employer desires to use Material generated by a Digital Replica of an on-camera Performer in the publicly released version of an Interactive Program, Employer shall pay the Performer compensation in an amount no less than the Full Integration payment set forth in Article I, Section 22A, “Reuse of Material”.

For both on-camera and off-camera Digital Replicas, Employer shall pay the Performer no less than scale per Interactive Program for pre-production Material (e.g., “scratch” or “pre-visualization”), which may not be credited against any other amount due.

If Employer uses Material generated by a Performer’s Digital Replica in the publicly released version of an Interactive Program that combines off-camera and on-camera performance, Employer shall pay performer the higher of the rates above.

Compensation shall be treated as wages for all purposes. The additional compensation bonus shall be based on the aggregate of the sessions worked by the performers and those sessions paid for use of the performer’s Digital Replica.

Use of the Digital Replica in any other field or medium covered by a SAG-AFTRA collective bargaining agreement shall be subject to bargaining at no less than the minimum wages and residuals, if any, provided for in that collective bargaining agreement.

## c. Digital Replica Usage Report

Upon public release of the Materials created using a Digital Replica, the Employer shall provide Performer: (i) a full and forthright description of the use of the character(s) depicted by the Digital Replica in the Interactive Program, and (ii) an updated statement setting forth the final use of the Digital Replica in the Interactive Program, including a list of any shots and/or copy of the applicable character(s)’ lines.

In the event of any claim relating to an Interactive Program that has been released to the public, Employer agrees to provide reasonable cooperation with SAG-AFTRA’s request for information necessary to verify compliance with the applicable requirements of this Agreement.

## B. Generative Artificial Intelligence

### i. Use of Generative Artificial Intelligence

The parties acknowledge that definitions of ‘Generative Artificial Intelligence’ (GAI) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include ‘traditional AI’ technologies programmed to perform specific functions in game production such as character animation. The term GAI is used for convenience and this section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

The parties acknowledge the importance of human performance in Interactive Programs and the potential impact on employment under this Agreement when a GAI system is used to generate assets for use in Interactive Programs. Therefore, Employer agrees as follows:

- (a) If Employer wishes to use a GAI system to generate Material, other than Digital Replicas created pursuant to section 1 above, in a manner that would replace work under this Agreement that would otherwise be performed by a human, the Employer agrees to give the Union prior notice.
- (b) If an Employer intends to create a GAI-generated Material by prompting a GAI system using a Performer’s name or the name of a character uniquely associated with that Performer, the Producer shall obtain the Performer’s consent and bargain for the use of the GAI generated Material at no less than scale minimum. For clarity, this provision shall apply to each Performer if more than one Performer’s name and/or character name is used.

## 17. RIGHTS; RESULTS & PROCEEDS

### A. Rights

In consideration of the compensation paid to Performer hereunder, Employer will have the right to exploit the results and proceeds of Principal Performers’ services in the Program for which the Performer was employed in Interactive Media and otherwise, in all cases subject to the terms of this Agreement.

Subject to the terms of this Agreement, Employer also will have right to: (i) use Interactive Material for customary industry promotional purposes (e.g., at sales conventions and other events within the Interactive and entertainment industries); (ii) use and give publicity to the Performer’s name and likeness, photographic or otherwise (including the use of stills and lifts in product packaging and in print) to advertise and promote the applicable Interactive Program, including the use of excerpts of Interactive Programs at point-of-purchase to promote the sales of Interactive Programs.

## B. Results & Proceeds

Any “results and proceeds” provision in a Performer’s contract, however named, that provide lesser rights to the Performer with respect to matters addressed in this section, shall be deemed to conform to the following:

Employer shall have the right to record Performer’s voice and performance and to exploit the same in connection with the Interactive Program in all Interactive Media and otherwise in accordance with the terms of the SAG-AFTRA Agreement under which the Project was produced. Employer shall own all results and proceeds of Performer’s services, including the copyrights thereof, and shall have all other rights of ownership, subject to the provisions of the applicable SAG-AFTRA Agreement that require the payment of additional compensation and/or separate bargaining, including but not limited to, for Reuse, Integration, use in connection with Digital Replicas or Generative Artificial Intelligence, use in Linear Media, and other Reuse not covered in the Agreement. The Performer hereby consents to and grants Employer the non-exclusive right solely in and in connection with the Program and Employer’s promotion of the Program to use and license others to use Performer’s name and likeness without the payment of additional compensation in trailers and promotional uses subject to the specifications of the applicable SAG-AFTRA Agreement and any provisions agreed to in writing between the Performer and the Employer.

## **18. TRANSFER OF RIGHTS; ASSUMPTION AGREEMENT**

Following the sale, transfer, assignment, or other disposition of a Program produced under this Agreement, Employer shall have no further responsibility to SAG-AFTRA or any Performers for payments due under this Agreement with respect to the transferee’s use of the Program or breach or violation of this Agreement if the Employer’s agreement with the transferee includes a provision substantially in the form below and SAG-AFTRA approves the financial responsibility of such transferee in writing (which consent shall not be unreasonably withheld):

“ \_\_\_\_\_ ” (“Transferee”) hereby agrees with \_\_\_\_\_ (“Employer”) that all Programs covered by this agreement are subject to the 2023 SAG-AFTRA Independent Interactive Media Agreement, as may have been amended or supplemented (the “Agreement”). Transferee hereby agrees expressly for the benefit of SAG-AFTRA and its covered Performers: (i) to make all required payments as provided in the Agreement; (ii) to make all Social Security, withholding, unemployment insurance and disability insurance payments, or any other legally required payments; (iii) to make all appropriate contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund required under the Agreement; and (iv) to comply with the provision of the Agreement and in any agreement between Employer and each Performer with respect to the use of such Program, the creation or use of a Digital Replica, the use of photography, movement or soundtrack to train an artificial intelligence system, and required records and reports. It is expressly understood and agreed that the rights of Transferee to use such Program shall be subject to and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Agreement, and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.”

The Employer agrees to give written notice to SAG-AFTRA (email sufficient if to [interactive@sagaftra.org](mailto:interactive@sagaftra.org) / [voiceover@sagaftra.org](mailto:voiceover@sagaftra.org)) of each sale, transfer, assignment or other disposition of any Program produced under this Agreement within thirty (30) days after its effective date. The notice shall provide the name and address of, and a designated contact for, the purchaser, transferee or assignee.

## **19. NON-DISCRIMINATION POLICY**

### **A. Non-Discrimination Policy**

The parties hereto reaffirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of Performers on the basis of sex, race, color, creed, national origin, gender identity, sexual orientation, marital status, age or disability, in accordance with applicable state and federal law.

### **B. Non-Discrimination in Casting and Hiring**

Employer shall cast Performers in accordance with the above policy in all types of roles having due regard for the requirements of and the suitability for the role so that, for example, the American scene may be portrayed realistically. Employer shall give due regard to and shall make good faith efforts to seek out and provide audition opportunities to women, minorities, Performers with disabilities and Performers over age 40, thereby creating fair and equal employment opportunity and eliminating stereotyping in casting. Employer agrees to provide equal employment opportunities (including auditions) for performers of all gender identities for roles and stunts in a non-discriminatory manner, having due regard for the requirements of and the suitability of any Performer for each role.

Employer shall not make any inquiries as to any Performer's marital status, sexual orientation, age (except such lawful inquiries as may relate to the age of a minor), creed, disability (except such lawful inquiries as may relate to the ability of the performer to fulfill the requirements of the engagement, subject to applicable law), national origin nor ancestry, except in the case of a bona fide occupational qualification for a role.

Employer shall make every effort to cast Performers with physical disabilities for scripted and unscripted stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of other adaptive devices, e.g., crutches, prostheses, etc. Where the stunt Performer doubles for a specific role, Employer shall make every effort to cast qualified stunt persons bearing a sufficient likeness to the character. The Stunt Coordinator shall make every effort to identify and recruit qualified minority and female stunt Performers and stunt Performers with disabilities prior to the commencement of production.

Subject to this section the parties agree that the Employer shall retain its exclusive creative prerogatives.



### C. Special Considerations

All facilities used in connection with the casting or production of the Program including but not limited to dressing rooms, lodging, studios, locations (where feasible), sets, and transportation and access thereto, shall provide reasonable accommodations for Performers with disabilities and shall be suitable for the special needs and requirements of any Performers whether by reason of age or disability. For any role in which a deaf Performer is sought or cast, Employer shall provide, during the audition or throughout the engagement certified or qualified interpreter(s) for the deaf (i.e. interpreter(s) qualified or certified in sign language or oral interpretation). With regard to Performers who are blind or visually impaired, Employer and such Performers shall make mutually acceptable provisions to make the script and/or sides available to the Performer in advance of auditions and in a format that can be used with screen-reading software.

#### **20. ADMISSION TO PREMISES**

Any authorized representative of SAG-AFTRA shall be admitted to any location where the rehearsal or production of Interactive Programs under this Agreement takes place, at any reasonable time and on reasonable advance notice, in order to check Employer's performance under this Agreement subject to reasonable security or clearance restrictions.

#### **21. TRAILERS; PROMOTIONS**

Employer shall have the right to make (or cause to be made) Trailers and/or Promotional Programs, for the purpose of promoting the Interactive Program.

A Performer's services in a Trailer or a Promotional Program twelve (12) minutes in length shall not require the payment of additional compensation (other than compensation for services, overtime or any compensation otherwise due hereunder) if the Performer's services occur during the Performer's term of employment in connection with the Interactive Program. Otherwise, the applicable minimum set forth in this Agreement, or any successor Agreement, shall be the minimum compensation for services in connection with the Trailers or Promotional Programs. No additional compensation shall be payable for the use of any portion of an Interactive Program in a Trailer or Promotional Program where such Trailer or Promotional Program used to promote the Interactive Program.

Each Principal Performer seen or heard in Material incorporated from a game into a Promotional Program exceeding twelve (12) minutes in length shall be entitled to no less than a single session payment at the applicable Day Performer minimum for the use of such footage and soundtrack.

A Performer's services shall not be used as an endorsement of any service or product other than the Interactive Program(s) for which the Performer was employed. References to the hardware, platform, or other system upon which the Interactive Program may operate or references to other Interactive Programs shall not be deemed an endorsement of a service or product if the Interactive Program is clearly identified by its title in a promotion to the consumer.

If any Promotional Program is a Linear Program exhibited or transmitted to the viewer, Employer shall pay all recognizable Principal Performers therein an additional payment equal to the Day Player minimum hereunder for such use.

## 22. REUSE OF MATERIAL

### A. Integration

Employer may use excerpts of a Performer's performance from an Interactive Program produced under this Agreement in any other SAG-AFTRA-covered Interactive Program for which the Performer is not engaged to perform but which is produced by Employer subject to terms of this section. Any other reuse of the Performer's performance shall be considered 'Reuse'.

The following is not included under this subsection and no additional payment is required for:

- The repetition of segments within a single Interactive Program due to player choice and/or branching narrative;
- The re-configuration or re-formulation of the Material to adapt the Interactive Program to different Platforms or geographic territories; and/or to update or upgrade such Interactive Program for marketing purposes.
- The use of Interactive Material in Linear Programs.

Employer may utilize Integration of a Performer's work upon payment of the following Integration payment: If acquired not later than ninety (90) days after initial release of the applicable Program in Interactive Media, 125% of the Total Applicable Base Compensation; otherwise, 135% of the Total Applicable Base Compensation.

The 'Total Applicable Base Compensation' shall be the Performer's actual salary for the total number of days or weeks employed, excluding overtime and liquidated damages, if any.

### B. Limited Integration

Employer may utilize a Limited Integration of a Performer's work in any Interactive Program of the franchise in which the Interactive Program is part. The Limited Integration payment shall be the then-current applicable minimum session fee for each 300 lines or portion thereof bought out.

### C. Reuse

Employer shall not reuse Material containing the results and proceeds of a Performer's performance in any Linear Program(s) or in any manner other than as set forth in this section, without separately bargaining with the individual Performer.

The minimum payable to a Performer for the Reuse of any portion of an Interactive Program in a Linear Program shall be the applicable SAG-AFTRA minimum for the field in which the Interactive Material is reused.

If Employer fails to bargain separately with the Performer as provided herein, or if Employer and the Performer bargain but are unable to reach an agreement, consent shall be deemed withheld by the Performer. If Employer violates the foregoing, it shall pay the Performer damages for such unauthorized reuse equivalent to no less than three (3) times the amount originally paid the

Performer for the number of days of work covered by the Material as well as the minimum fees, if any, applicable to the field in which the Material is exploited. Employer's intentional failure to bargain with the performer may be subject to additional damages. In lieu of accepting such damages, however, the Performer may elect to arbitrate the claim as provided hereunder.

D. Applicability to Digital Replicas

The terms of this section shall not apply to use of Materials to create a Digital Replica or to a Digital Replica, each of which shall be governed under Article I, Section 16 "Digital Replicas; Generative Artificial Intelligence".

**23. ARBITRATION**

All disputes and controversies of every kind and nature between Employer and SAG-AFTRA or between Employer and any Performer arising out of or in connection with this Agreement shall be submitted for resolution in accordance with the applicable grievance and arbitration procedures set forth in Article IV – Dispute Resolution, subject to the caps set forth therein.

**24. NOTICES TO PERFORMERS**

All notices which the Employer sends to a Performer shall be sent to not more than two (2) addresses which the Performer may designate, one of which shall be the address the Performer designates for payments on their standard employment contract. The standard form contract shall provide a place for inserting the address to which notices shall be sent to Performer and Employer. Performer and Employer shall notify the other in writing of any changes in address.

**25. PRODUCTION PROSECUTED; INDEMNIFICATION**

In the event that any Material in which the Performer has performed hereunder is the subject of any civil or criminal prosecution, Employer agrees to indemnify, defend and hold harmless the Performer and to pay all reasonable documented expenses (including reasonable attorney's fees), charges and judgments incurred by the Performer. This section does not apply if the prosecution results from Material furnished by the Performer or acts done by the Performer without authorization of the Employer or beyond the scope of their employment.

A Stunt Coordinator engaged pursuant to this Agreement who is acting within the scope of employment shall be entitled to indemnification in the same manner and to the same extent as specified in subsection above, if said Stunt Coordinator was directly employed by Employer. Nothing contained herein shall be deemed to confer greater liability on Employer than that which may be conferred by law, regulation or statute.

**26. NO STRIKE; NO LOCKOUT**

So long as the Employer performs this Agreement, SAG-AFTRA will not strike against the Employer as to Performers covered by this Agreement in the field covered by this Agreement. To the extent SAG-AFTRA has agreed not to strike, it will order its members to perform their contracts with the Employer. This and the following paragraph shall apply only to Employers who sign this Agreement. Employer and SAG-AFTRA agree that there will be no stoppage of

work pending any arbitration and award, and the parties agree that all judgments rendered pursuant to arbitration brought in accordance with the procedures specified hereunder will be binding upon them.

## **27. RIGHT TO TERMINATE; UNFAIR LIST**

Nothing in this Agreement shall limit or preclude SAG-AFTRA's right to terminate this Agreement (following reasonable notice) and declare an Employer unfair when the Employer knowingly and intentionally breaches its obligation under this or any other SAG-AFTRA Agreement. This provision only has effect when Employer refuses to arbitrate or refuses to recognize one or more arbitration decisions.

## **28. FORCE MAJEURE**

If a production for which the Performer is engaged is necessarily prevented, suspended or postponed during the course of production due to fire, accident, strike, riot, act of God or public enemy, by any executive or judicial order, or by reason of the illness of any other member of the cast or of the director (herein an event of Force Majeure), the following provisions shall apply:

### **A. Day Performers**

Employer may terminate the services of Day Performers without further liability, except for compensation for services previously rendered provided, however, that: (i) if termination occurs before the Performer is used or (ii) if the Performer is subsequently replaced (other than because of their unavailability), the Performer shall be entitled to one day's salary in addition to compensation for services previously rendered. When production is resumed after such termination, Employer may recall the Performer at the same rate and without compensation for intervening time, subject to the Performer's professional availability.

### **B. Three-Day and Weekly Performers**

Employer may suspend Performers' services and place Performers on one-half (1/2) salary during the period of Force Majeure, subject to the Employer's right to terminate the Performer's employment as provided in this subsection.

Weekly Performers may terminate employment effective at the end of the third week of suspension (or, in the case of a Three-Day Performer, the end of the second week of suspension) at half salary, or at any time thereafter unless the Employer pays and thereafter continues to pay Performer their full compensation upon receipt of Performer's notice of termination.

At any time after the commencement of a Force Majeure event and prior to the Performer resuming their services, the Employer may terminate the services of the Performer without further liability except for compensation for services previously rendered. Employer may, at any time during the next three (3) weeks (or, in the case of a Three-Day Performer, after two (2) weeks), recall the Performer without compensation for intervening time at the same rate as that specified in the Performers contract, subject to the Performer's professional availability.

Any guaranteed employment hereunder may be extended by the period of any suspension for Force Majeure hereunder by giving written notice to such effect not later than the date production resumes following such suspension.

## **29. SEPARABILITY**

If any clause, sentence, paragraph or part of this Agreement or the application thereof, shall be adjudged by a court of competent jurisdiction to be invalid; such judgment shall not affect, impair, or invalidate the remainder of this Agreement or the application thereof to any other person or circumstances. It is hereby declared to be the intent that this Agreement would have been accepted even if such invalid provision had not been included.

## **30. ENTIRE AGREEMENT**

This agreement represents the entire understanding between parties and supersedes all previous agreements, written or oral, which may have been entered into prior to the date of execution hereof. This agreement shall not be altered except by written agreement executed by both parties hereto.

SAMPLE

## ARTICLE II –WORKING CONDITIONS

### 1. CASTING & AUDITIONS

If Employer requests Performers to audition prior to an engagement, Employer shall provide the Performer (or their representatives) comprehensive information regarding the audition such as a specific time, the nature of the role(s) available (whether Day Performer, Three-Day Performer, etc.), the nature of the performance desired and any unusual working conditions (work involving animals, stunts, hazards, improvisations or nudity). Employer shall further provide all information required under Article II, Section 2 “Recognition & Scope” and, to the extent applicable, any additional disclosures that may be required pursuant to this Agreement (for example, regarding to Digital Replicas). An ample supply of segments of the script (‘sides’) and/or storyboards for the particular role(s) which are the subject of the audition shall be available at the location of the audition at the time of the Performers’ sign-in. Cue cards or other prompting device(s) may be used instead of sides or storyboards if Employer determines that script Material must be kept confidential.

If, at either a first or second audition, the Performer is required to remain for more than one (1) hour from the time of call or arrival, whichever is later, they shall be compensated for all time spent in excess of one (1) hour, at straight time, in one-half (1/2) hour units, at the rate of 1/16 of the Day Performer rate. For the third and each subsequent audition, the Performer shall be paid a minimum of 1/8 of the Day Performer rate. Benefit Plan contributions shall be paid on all compensation for the third and all subsequent audition calls. If the Performer is required to memorize lines for an audition, which they have been given to learn outside the studio, they shall be compensated at one (1) hour of straight time or actual time required for the audition, whichever is greater. If there has been no agreed salary before the auditions, and if the Performer and Employer cannot agree, the salary rate for the excess time shall be 1/16 of the Day Player rate.

Auditions shall be conducted before Employer and authorized representatives and not in public; mass auditions shall be prohibited. If an audition is recorded, it is agreed the audition Material shall be used only to determine the suitability of a Performer for a specific project.

Adequate seating shall be provided at all auditions.

During or as part of an audition, Employer shall not request a Performer to perform a stunt or other activity that is too dangerous to be done safely. If a stunt coordinator has been engaged, this determination shall be made in consultation with the stunt coordinator.

Upon written request of a Performer who has been individually auditioned Producer will erase any recording of the audition, provided that if two (2) or more Performers are recorded together Producer need only erase the recording upon the request of all Performers appearing together. Erasure will take place after completion of the casting process.

Performers shall only submit audition tapes that represent their own work and abilities without enhancement, unless expressly so requested by the casting executive in writing.

## **2. PROMPTING DEVICES; DESCRIPTION OF ROLE; SCRIPTS**

A full and forthright description of the role to be played must be given at the time of booking. To the extent known at the time of the booking, such description should include:

- Code name(s) of the Program;
- Whether the Program is based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work;
- Whether the Performer is being asked to reprise a role from a prior game;
- Description of genre (as one or more of):
  - fighting/shooter;
  - role playing game;
  - simulation/racing/sports; or
  - puzzle/casual/kids & family/strategy
- Whether use of profanity, content of a sexual or violent nature, or racial slurs are required;
- Whether stunts or vocally stressful work will be required;
- Length of Performer's role;
- Use of unusual terminology;
- Whether memorization or voice matching is required; and
- Whether cue cards or other prompting devices will be used.

This information may be provided to the Performer or agent and made subject to a non-disclosure agreement.

## **3. ADVANCE INFORMATION; NOTICE OF SERVICES**

At the time an offer of employment is extended to a performer, the Employer shall notify the performer or their representatives of the general nature of the work involved and whether voice-matching or vocally stressful work is contemplated.

Producers who do not provide notice of vocally stressful work shall pay liquidated damages of \$100 for each failure to provide a notice of vocally stressful work.

The parties agree to the use of 'best practices' to protect Performer voices.

## **4. ENGAGEMENT; NON-USE OF SERVICES AFTER ENGAGEMENT**

A. A Performer shall be considered definitely engaged by an Employer in any of the following events:

- When the Performer is given written notice of acceptance by the Employer;
- When a form contract signed by the Employer is delivered to a Performer;
- When a form contract unsigned by the Employer is delivered to a Performer and is executed by Performer and returned to Employer within 48 hours;

- When the Performer is given a verbal call which the Performer accepts; or
- When a Day Performer is given oral notice by the Employer and agrees to report on the commencement date for which the Call is given; however, until noon of the day preceding such commencement date, either the Employer or the Performer may cancel such employment.

Neither auditions nor interviews shall constitute an engagement.

B. Once an engagement is accepted, the Performer shall appear at that session, on time, ready, willing and able to perform.

C. When a Performer is engaged and not used for any reasons other than their default, illness or other incapacity, they shall be entitled to a day's pay or their guarantee, whichever is greater. If the Performer who is selected is unavailable when called to render actual services, they shall not be entitled to a day's pay.

A Performer who is replaced in a production after commencement of their services and before the completion of the engagement, for reasons other than their default, illness or other incapacity, shall receive their guarantee, or a day's pay in addition to payment for services rendered to that time, whichever is greater.

D. Employer shall notify the Performer at the time of engagement whether the engagement requires overnight location work and, if so, the approximate time and duration of such location work to the extent the information is then known.

## **5. CONSECUTIVE EMPLOYMENT**

Employment of Performers employed on a Three-Day or Weekly basis shall be for consecutive days from the beginning of the engagement. In the event of a recall, Employer shall pay for intervening time, unless a firm booking date was given at the time of the engagement, and agreed to by the Performer.

The requirement, (unless otherwise agreed by Performer), of paid consecutive employment is not applicable to Day Performers, provided firm advance booking dates are given by Employer.

Notwithstanding the foregoing, a Day Performer on a Distant Location, as defined in Addendum C, "Travel", shall be entitled to consecutive employment for all intervening days while on the Distant Location subject to the following exceptions and conditions: (i) Unless otherwise provided in the Performer's agreement, such intervening days shall be payable at scale; (ii) Payment for an intervening day shall not be required where the Performer is otherwise employed by a different Employer under a SAG-AFTRA collective bargaining agreement on that day; (iii) Payment for intervening days shall not be due if the work necessitating the intervening days occurs at Performer's request or if the Performer is offered travel and remains at the Distant Location at their own election and (iv) Payment for intervening days is not due for more than 5 out of 7 days in a week (unless the Performer works more than 5 out of 7 days in the week).



## **6. PRE-RECORDINGS; PRE-PRODUCTION STILLS**

Pre-recordings, including Rehearsals, previsualization, demos, and vertical-slices, after confirmation of engagement but before the starting date of such engagement, shall not start the consecutive days of employment of a Performer. Such Performer shall be paid for the day or days on which he renders services in connection with pre-recordings at not less than Day Performer minimum, pro-rated for hours actually worked.

Pre-production stills, including Rehearsals and preparations after confirmation of engagement but before the starting date of such engagement, shall not start the consecutive days of employment of a Performer. Such Performer shall be paid for day or days on which they render services in connection with pre-production stills at not less than Day Performer minimum, pro-rated for hours actually worked.

## **7. WORK TIME - DEFINITION AND EXCEPTIONS**

For the purpose of ascertaining and computing hours of work, the rest period and overtime, the period from the time the Performer is required to report to work by Employer ('Call') and does actually report ready, willing and able to work without interruption, until the time such Performer is finally dismissed for the day, shall constitute work time, except the following:

- Allowable meal periods, as provided by Section 11;
- Casting or audition calls, as provided by Section 1;
- Story, song and production conferences, as provided by Section 12;
- Study of lines or scripts, as provided by Section 13;
- Publicity interviews and stills, as provided by Section 14;
- Travel time, to the extent provided by Addendum D, Section 2.

After the starting date of employment, none of the events referenced above shall break the consecutive employment of such Performer.

Any period during which the Performer fails, refuses, or is unable because of disability to render services, and any period during which the Performer at their own request is excused from rendering services, shall not be work time for any purpose.

## **8. OVERTIME**

### **A. On-Camera Performers**

For the purpose of computing overtime, a Performer's day is computed from the time of first Call to dismissal, excluding meal periods. Overtime payments for all On-Camera Performers shall begin with the ninth hour of any given day; the ninth and tenth hours shall be paid at time and one-half; the eleventh hour and beyond shall be paid at double-time. If the Performer is working at midnight of any day, then their hours of work for such day shall be computed until the Performer has been dismissed subsequent to midnight.

## B. Off-Camera Performers

Performers may be engaged based on either a one (1) hour day, four (4) hour day, or a six (6) hour day.

A performer engaged for a one (1) hour day shall be entitled to the four (4) hour session rate if the session time exceeds one (1) hour.

A performer engaged for a four (4) hour day shall be entitled to overtime equal to time and one-half for the fifth and sixth hours and double time for any hours in excess of six (6).

A performer engaged for a six (6) hour day shall be entitled to overtime equal to time and one-half for the seventh and eighth hours and double time for any hours in excess of eight (8).

Overtime rates are calculated by dividing the day rate by the number of hours allocated.

## C. Overtime Rate Maximums

If a Performer's compensation is two times the applicable minimum or higher, overtime shall be calculated based on two times the applicable minimum. In no event shall payment of overtime be deemed to reduce a Performer's guaranteed employment or compensation. Makeup, hairdress, wardrobe or fittings shall be considered work time for all purposes, including overtime.

## **9. SATURDAY AND SUNDAY WORK; NIGHT WORK; HOLIDAYS**

Performers shall receive double time for Saturday and Sunday work, regardless of the length of the work week.

Any Performer required to work at night in New York City and not dismissed by 9:30 p.m. will be provided transportation by Employer to Grand Central Station, Penn Station or the Port Authority Bus Terminal, unless such place of dismissal is within a zone bordered by 34th Street on the south, 59th Street on the north, and Third and Eight Avenues on the east and west, respectively.

Performers shall receive overtime for work on any of the following holidays: New Year's Day; Dr. Martin Luther King Jr.'s Birthday; Washington's Birthday (President's Day); Memorial Day; July 4th; Labor Day; Thanksgiving Day; or Christmas. A Performer shall be paid for a holiday which is not worked only if a Performer is required to spend any such holiday on an overnight location.

The salary ceilings specified in Article II, 8.C "Overtime Rate Maximums" above shall be applicable to the provisions of this section.

## **10. REST PERIODS**

A. If an Off-Camera Performer is engaged to work in excess of one (1) hour, the Employer shall provide a five (5) minute rest period for each hour of recording. Employer may

accommodate a Performer's request that applicable rest periods be aggregated in order to permit earlier dismissal.

B. On-Camera performers shall be given a 5-minute rest period for each hour of recording. To the extent that it is reasonable and consistent with performer safety under the circumstances, these rest periods may be combined (e.g., a 10-minute rest period after two hours of photography). If a stunt coordinator is present, Employer shall give due consideration to the stunt coordinator's recommendation as to the timing of rest periods for on-camera performers.

C. Performers shall be entitled to a rest period of twelve (12) consecutive hours from the time they are finally dismissed for the day until their first call thereafter.

The above provisions regarding the rest period shall be subject to the following exceptions:

- Where a Performer arrives at their place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period with respect to the first call following such arrival may be ten (10) hours instead of twelve (12) hours, but the first call must be at the place of lodging.
- The Performer shall be entitled to a rest period of 58 consecutive hours (36 consecutive hours if on overnight location) once each week.

The Performer may waive the rest period without SAG-AFTRA's consent, but if they do so, they shall be entitled to liquidated damages of a day's pay. The Performer may be required to waive the rest period if the violation is not over 1 1/2 hours. The above liquidated damages of a day's pay, shall be automatically incurred in any case in which the Performer waives the rest period. The liquidated damages may not be waived without the consent of SAG-AFTRA.

## **11. MEAL PERIODS; ALLOWANCES; LIQUIDATED DAMAGES**

Allowable meal periods shall not be counted as work time for any purpose. The Performer's first meal period shall commence within six (6) hours following the time of their first call for the day. Succeeding meal periods of the same, Performer shall commence within six (6) hours after the end of the preceding meal period. A meal period shall not be less than one-half (1/2) hour nor more than one (1) hour in length. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If, on location or while traveling to or from location, the delay is not due to any fault or negligence of the Employer, its agents, or persons contracted by it to render the catering service, or if delay is caused by common carriers, there shall be no liquidated damages for violation of the above provisions. If the caterer is chosen carefully and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no liquidated damages for the violation; but if such delay shall continue beyond 1/2 hour, work shall cease and the time intervening between such cessation of work and the meal period shall be work time.

The liquidated damages for meal period violations shall be:

- \$25 to each Performer for the first one-half hour of violation or fraction thereof;
- \$35 to each Performer for the 2nd one-half hour or fraction thereof;

- \$50 to each Performer for the 3rd and each additional one-half hour or fraction thereof.

Meals must be provided on all locations. All Performers shall be entitled to a basic \$60.00 per diem meal allowance on overnight locations. The Employer shall have the right to deduct from the per diem meal allowance the following amounts for each meal furnished, as follows: breakfast, \$12.00; lunch: \$18.00; dinner: \$30.00.

A meal, for purposes of this section, is an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to Performers by Employer shall not constitute a meal period. Meals supplied by the Employer shall not be deducted from the Performers wages but may be deducted from the per diem allowances specified herein.

## **12. STORY, SONG AND PRODUCTION CONFERENCES**

Story, song, and production conferences on any day on which the Performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the consecutive employment of Performer.

## **13. STUDY OF LINES OR SCRIPTS**

Study of lines or scripts shall not be counted as work time for any purpose except during the period between reporting and dismissal.

## **14. PUBLICITY INTERVIEWS AND STILL**

Publicity Interviews: Time spent by the Performer in publicity interviews whether on a day the Performer works or otherwise, shall not be counted as work time for any purpose, but the Performer shall be under no obligation to report for such interviews on days other than work days.

Publicity Stills: If the Employer desires the services of the Performer on a day when the Performer is not otherwise engaged to make publicity stills, and if the Performer agrees to render such services, Performer shall receive the 50% of the Day Performer rate for up to four (4) hours of services. Any time in excess of four (4) hours for any day spent solely in taking publicity stills shall require the Day Performer minimum. Use of such stills is strictly limited to publicity of the Program itself and not for general client brochures, magazine ads etc., which are unrelated to the Program produced in which the Performer appears.

## **15. REHEARSAL TIME**

The reading of lines, acting, singing or dancing in preparation for the Performer's performance, in the presence and under the supervision of a representative of Employer, constitutes "Rehearsal" time. Rehearsals shall be counted as work time.

Auditions and tests do not constitute rehearsals.

SAG-AFTRA agrees to grant waivers freely for the training of a Performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the Performer and the Employer, subject to the approval of SAG-AFTRA in the event of a dispute.

Neither tests, auditions, fittings, publicity stills, pre-production stills, pre-recording of material prior to Principal Photography, nor training specified above after employment but before the starting date of the Performer's employment, shall start the employment period of such Performer. Compensation, if any, for such services shall be as otherwise provided herein.

## **16. CONVERSION OF DAY PERFORMERS**

Employer shall have the right to convert the engagement of a Day Performer to a Three-Day or Weekly Performer at any time, but such conversion shall commence not earlier than the date Employer gives such Performer (or their representative) written notice of such conversion in person or by emailing the same to the address furnished the Employer by the Performer. If the notice is delivered personally to the Performer by noon, or if an email notice is delivered to the office transmitting such message by noon, then the conversion shall be effective commencing with that day. If notice is delivered after noon, the conversion shall be effective on the Performers next work day.

## **17. STUNT ADJUSTMENT**

Unless otherwise bargained for at the time of the engagement, a Performer not engaged as a stunt Performer shall receive an adjustment of not less than one (1) additional day's pay at Day Performer Scale for any day on which such Performer performs a stunt. In no event shall the Performer ever receive less than Day Performer minimum for any day on which the Performer performs a stunt which was not bargained for at the time of original engagement. Overtime compensation on such a day shall be based on the Performer's aggregate compensation for such day.

## **18. DRESSING ROOMS; MISCELLANEOUS AMENITIES**

Employer shall provide clean and accessible toilet facilities, and in the case of On-Camera Performers, dressing rooms, in studios and on locations. Dressing rooms shall have adequate locks or Employer shall provide facilities for checking normal personal belongings.

Chairs shall be available for all Performers in the dressing rooms, on the stage and on location.

Dressing rooms shall be clean and in good repair, and each Performer shall be given adequate space and reasonable privacy for wardrobe changes. Heaters or fans shall be provided as needed in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical or legal limitations or location practicalities, the matter shall be discussed with SAG-AFTRA and waivers shall not be unreasonably withheld.

## 19. PROTECTION OF PERFORMERS; SPECIAL CONDITIONS

### A. General

Employer shall make all attempts to secure the safety of all Performers working under the Employer's direction and control and shall use good faith attempts to comply with any reasonable standards established within the entertainment industry, including with respect to stunts and safety. Employer shall obtain copies of all safety guidelines issued by the Entertainment Labor/Management Safety Committee. Employer shall comply with all federal, state and local laws with respect to the use of hazardous substances, and all applicable local fire and safety codes for interviewing, casting, fittings or recording of all Materials where the services of Performers are used.

### B. Medical Aid

When hazardous work or stunt work is contemplated, Employer shall have available medical and/or first aid assistance at the studio and on location. First-aid kits shall always be available on studio sets and locations. A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances during which hazardous action or work under hazardous conditions is planned. The person shall have visible identification and be minimally qualified as an Emergency Medical Technician. The Producer will provide readily accessible first aid equipment necessary to administer such medical assistance.

### C. Safety Measures

The following precautions shall be taken by Employer to ensure the safety of the Performer:

#### i. Stunts

Performer's consent shall be required prior to performing stunts or stunt-related activity, and shall be limited to the stunt or stunt related activity for which the consent was given. Where scripted or unscripted stunts or other hazardous activity are required of Performers, an individual qualified by training and/or experience in the planning, setting up and performing the type of stunt involved shall be engaged and present on the set. No Performer shall be requested to perform a stunt without the opportunity for prior consultation with such individual. The foregoing provision shall not apply to a stunt Performer who is qualified to plan and perform the stunt in question, when both the planning and performance of the stunt do not involve other Performers.

#### ii. Animals

No Performer shall be requested to work with an animal which a reasonable person would regard as dangerous under the circumstances unless an animal handler or trainer qualified by training and/or experience is present.

iii. Props

Employer shall exercise care, including prior testing of equipment (breakaway props, etc.) during rehearsals to avoid injury to the Performer.

D. Nudity; Simulated Sex Acts

Nudity shall not be permitted under this Agreement without the prior consent of SAG-AFTRA and the Performers. If simulated sex acts are expected to be required in the role, Employer shall notify the Performer (or their representative) prior to the first interview or audition. During any production involving simulated sex scenes, the set shall be closed to all persons having no business in connection with the production. The Employer shall not authorize any still photography of simulated sex acts without the consent of the Performer. The appearance of a Performer in a simulated sex scene or doubling of a Performer in such a scene shall be conditioned upon their prior written consent. If a Performer has agreed to appear in such scenes and then withdraws their consent Employer shall have the right to double, but consent may not be withdrawn as to content already recorded.

E. Travel

If Employer requires the Performer to travel in connection with their services under this Agreement, the terms of Addendum D shall apply.

**20. TOURS AND PERSONAL APPEARANCES**

Tours and personal appearances made in connection with employment hereunder shall be in accordance with the following:

Nearby Locations, as defined in Addendum C, "Travel", A Performer shall be paid one-half day's pay pro-rata for up to four (4) hours' time. If over four (4) hours of the Performer's time is required, the Performer shall be paid a pro-rated day's pay.

Distant Locations, as defined in Addendum C, "Travel", A Performer shall be paid a pro-rated day's pay.

When the Performer is required to travel for tours and personal appearances, they shall be provided transportation and reasonable expenses.

Employer shall cooperate to see that the Performers receive adequate meal periods and rest periods when on tours and personal appearances.

**21. EXPENSES**

When a Performer is specifically required by the Employer to spend money in connection with services under this Agreement, Employer shall provide an advance for such expenditures. Upon completion of all work and prior to any additional reimbursements, Performer shall submit to Employer an itemized report of expenses incurred at Employer's direction in connection with travel to and from locations, such as cab fares or mileage to and from air terminals and parking.

All pertinent receipts and bills shall be attached to the report as substantiation of such expenditures.

Employer shall reimburse Performer for such expenses within two (2) weeks from the date that the Performer presents such substantiation of such expenditures. Employer shall not be obligated to reimburse a Performer for sums beyond the minimum per diems and/or allowances for travel specified in the Agreement without written verification (receipts) in a form accepted pursuant to standard accounting practices.

## **22. INDEMNIFICATION**

Employer shall indemnify, defend, and hold any Performer or Stunt Coordinator (provided the stunt coordinator must be engaged directly by the Employer), harmless from and against any liability, loss, damages and costs, including reasonable attorney's fees, by reason of any injury or damages incurred by a third party, including any other member of the cast, production staff crew or any other person, firm or corporation, if the injury or damages are caused by another Performer's performance (including stunts) under the direction and control of Employer within the scope of the Performer's employment by Employer. Performer shall immediately notify Employer of any such pending or threatened legal action and the Employer shall, at its own cost and expense and without undue delay, provide the defense thereof. Performer shall cooperate with Employer as requested by Employer in the defense of any such action. No settlement shall be effected with respect to any such action by Performer without the express consent of Employer.

A Stunt Coordinator engaged pursuant to this Agreement who is acting within the scope of employment shall be entitled to indemnification in the same manner and to the same extent as specified in subsection above, if said Stunt Coordinator was directly employed by Employer.

Nothing contained herein shall be deemed to confer greater liability on Employer than that which may be conferred by law, regulation or statute.

## **23. CAST CREDITS**

Employer shall include the names of Performers in the game credits in the game software. An inadvertent failure to do so will not be deemed to be a violation of the Agreement. The Employer shall provide credits, including roles performed, to the Internet Movie Database (IMDb) or other agreed-upon database(s)/website(s) and shall make corrections of inadvertent errors or omissions that appear on the website(s).

## **24. MISCELLANEOUS**

An On-Camera Performer who gives an off-camera narration other than as the character portrayed on-camera, shall be paid full additional off-camera wages for such narration.

All employment of Performers in Interactive Programs shall be under a form of hiring specified herein.



If any Program includes a union label, the SAG-AFTRA label shall be incorporated into the Program.

Employer shall maintain a telephone within a reasonable distance on all locations where practical.

SAMPLE

### ARTICLE III – DEFINITIONS

“**Atmospheric Voices**” means voices for characters that (1) do not have more than 300 scripted words and (2) do not advance the principal storyline.

“**Background Actor**” means actors who do not speak any words as individuals but who may be heard, singly or in concert, as part of a crowd.

“**Digital Replica**” means a digital version of an off-camera or on-camera Performer’s performance that can be used to independently generate new Material not previously recorded by the Performer.

“**Informed Consent**” means consent that is set forth in writing, either in a document separate from the Performer’s employment contract or in the employment contract requiring separate Performer acknowledgment, in either case, in clear and conspicuous form, and includes a reasonably specific description of the intended use, including the information described under Article II, Section 2. “Prompting Devices; Description of Role; Scripts,” and additionally whether the character’s dialogue is religious, endorses or advocates for a political position or candidate, or is pejorative of a protected class.

“**Integration**” means an Employer’s use of excerpts of a Performer’s performance created for an Interactive Program in another Interactive Program for which the Performer is not engaged to perform but which is produced by the same Employer.

“**Interactive**” describes the attribute which enables the user to manipulate, affect or otherwise alter, on a real time basis, the sequence or presentation of the creative content.

“**Interactive Media**” means any media on which Interactive Programs operate and through which the user may interact with.

“**Interactive Program**” means a fully-edited Program which is Interactive (and does not include a Linear Program) and which is presented on or through Interactive Media.

“**Linear Program**” means a program that does not possess Interactive qualities. For example, theatrically exhibited motion pictures, network and cable television pilots/series and made-for-television films, films on distributable media, ‘live’ television or other traditional non-Interactive entertainment programming.

“**Material**” means all products derived from the recordation of the live-action performances of Performers, whether or not such performances are incorporated into the Interactive Program produced by Employer.

“**Performers**” means persons who speak, act, sing, perform movements, or in any other manner perform whether on or off-camera as talent in Material for Interactive Programs.

**“Principal Performer”** means a Performer who is used on-camera (which includes for performance capture), who speak dialogue, sing or dance as soloists, duos or groups, perform stunts, or portray a major part in the Program.

**“Platform(s)”** refers to hardware systems including but not limited to personal computer and dedicated consoles (such as XBox, Nintendo, Sony Playstation, and other similar machines).

**“Principal Photography”** refers to the period of production when an Employer is recording On-Camera Performers, irrespective of the technology used. “Principal Photography” does not include tests, auditions, and pre-recording of Material occurring before the actual production of a Program.

**“Processing Practices”** means the processing, editing, rearranging, altering, or manipulating of Materials for purposes such as clarity, noise reduction, timing and speed, pitch and tone, sweetening, layering, stitching, effects, or filtering.

**“Program”** means the final version of a fully edited product for presentation to the viewer or user. “Program” does not refer to the technology, patents, trademarks, or any other intellectual property rights of Employer.

**“Promotional Program”** means a specially-produced Program, the subject matter of which is “the making of” the applicable Interactive Program, which may include interviews, behind-the-scenes information, segments of the applicable Interactive Program, etc. Promotional Program does not include a “Commercial” within the scope of the SAG-AFTRA Commercials Contract (i.e. a short promotional message of less than three (3) minutes, irrespective of medium).

**“Qualified Professional Performer”** is one who has had prior employment as a Principal Performer or Background Actor, respectively, at least once in the three (3) year period preceding the date of proposed employment.

**“Reuse”** means the incorporation of Interactive Material in a Linear Program in another Program that is not otherwise covered under “Integration.”

**“Stunt Coordinator”** means a trained, qualified professional stunt person who plans and supervises the execution of stunts on the set.

**“Trailer”** means a short audio and/or visual presentation used to promote the Interactive Program and which may include excerpts therefrom.

**“Voice Print”** means a recorded voice that has individually-identifiable unique characteristics (such as sound, tone, rhythm, or cadence) that remain consistent and recognizable when used in connection with one or more individual characters.

## ARTICLE IV – DISPUTE RESOLUTION

### 1. GRIEVANCE AND ARBITRATION

With the exception of disputes subject to the expedited procedures described in Section 2 of this Exhibit A (if included), the following grievance and arbitration procedures apply to arbitrable disputes:

#### A. Limitations on Arbitration

Disputes shall be arbitrable only as set forth in this Section:

##### 1. Disputes Between Union and Producer

Unless otherwise set forth in this Agreement, disputes between the Union and Producer as to the interpretation of this Agreement are arbitrable only if the amount in controversy is \$250,000 or less. If the amount in controversy is more than \$250,000, the dispute is not arbitrable, in whole or in part.

#### B. Individual Disputes Between Performer and Producer

Only the following disputes are arbitrable:

- a. As to a performer receiving compensation up to and including \$50,000 per week or per episode, any dispute arising under this Agreement relating to the performer and any dispute arising under the performer's individual employment contract concerning the payment of compensation at scale or overscale;
- b. As to all performers not included in (i), above, and except as provided in subsection (iii), only disputes arising under the applicable terms of this Agreement. Except as provided in subsection (iii) any other disputes arising under the performer's individual employment contract, including claims for compensation, are not arbitrable;
- c. When the Producer claims to have terminated or seeks termination of the performer's employment contract: (i) if the total amount of money claimed by the performer does not exceed \$250,000, the entire dispute shall be arbitrable; (ii) if the total amount of money claimed by the performer exceeds \$250,000, the dispute is not arbitrable.
- d. When the performer claims to have terminated or seeks termination of their employment contract, the dispute is not arbitrable.
- e. As to subsection (i) or (ii), if the amount in controversy on a per performer, per project, per dispute basis is more than \$250,000, the dispute is not arbitrable.
- f. Any performer whose dispute involves an amount in controversy which exceeds the monetary limits set forth herein may waive his/her claim to the amounts exceeding the limitations to make the claim subject to arbitration. If the performer does waive the excess amount, arbitration shall be the exclusive remedy for the claim and the performer waives the right to commence court proceedings. No performer shall be permitted to split a claim in order to come within the foregoing arbitration limits

C. Claim Procedure

Claim proceedings are initiated by the claimant sending written notice setting forth the particulars of the claim to the other party/ies.

Authorized representatives of the Producer and SAG-AFTRA (or, with the written consent of SAG-AFTRA, the Performer) shall discuss and attempt to settle the dispute prior to resorting to arbitration. The Parties may, but shall not be obligated to, engage a mediator prior to arbitration in an attempt to resolve the dispute. Unless otherwise agreed, the Party requesting mediation shall bear the costs of the mediator.

A dispute may be submitted to arbitration at any time following the filing of a claim, whether or not a discussion of the claim under this procedure has occurred.

D. Time Limits

Claims must be initiated within 12 months following the date on which the claimant knew or reasonably should have known of the facts upon which the claim is based.

The arbitration process must be initiated within 12 months following the date on which Claimant initiated the grievance.

E. Arbitration

1. Initiation of Arbitration Process

Arbitration is initiated by the claimant sending to the other party a written demand for arbitration setting forth the basis for the dispute.

2. Service of Demand; Reply

Claimant shall serve the demand for arbitration upon the other party or parties at the address set forth in the Agreement (or to such other address as the Producer may specify in writing or otherwise discovered by the Union) and may be sent by personal delivery, overnight courier service, certified mail with return receipt requested, first class mail, or email, with a copy sent by first class mail. Demands served upon SAG-AFTRA by email shall be served to [generalcounsel@sagaftra.org](mailto:generalcounsel@sagaftra.org). The other party may file a written reply within 10 days following the delivery of the demand for arbitration.

3. Arbitrator Selection

Within fifteen (15) days of the date Claimant serves the arbitration demand, or as soon thereafter as may be practicable, the parties shall in good faith attempt to mutually agree upon an arbitrator to hear and determine the dispute from the following list or any successor list set forth in the then-current Producers-SAG-AFTRA Basic Agreement, irrespective of any SAG-AFTRA Agreement that may be incorporated into the Agreement to which this Exhibit is attached:

<u>Los Angeles</u>	<u>New York</u>
Sara Adler	Ralph S. Berger

Norman Brand	Melissa Biren
Mark Burstein	Noel Berman
Douglas Collins	Andrea Christensen
Kathy M. Fragnoli	Joan Parker
Joel Grossman	Martin Scheinman
Fred Horowitz	Janet Malesom Spencer
Stuart Mandel	Carol Wittenberg
Sol Rosenthal	
Najeeb Khoury	
Gail Migdal Title	

The parties may mutually agree to select from an alternate list (for example, a list from a commercial arbitration service) or to use an arbitrator not on the above list.

If the parties cannot agree upon the arbitrator to be appointed, or the arbitrator selected is unavailable to serve as arbitrator, then each party may alternately strike one name from the list until one arbitrator is left. A coin toss (or other mutually agreed method of random selection) will determine which party strikes first. The arbitrator who is left will be appointed as the arbitrator. If the Producer fails to participate in the selection process, SAG-AFTRA may unilaterally select the arbitrator from the panel. Failure of the Claimant to initiate arbitrator selection within the times set forth will not waive or prejudice any grievance unless: (i) the responding party provides written notice to the complaining party that it will be materially prejudiced if arbitrator selection does not commence promptly; (ii) the notice provided by the responding party sets forth a date by which to commence arbitrator selection; (iii) the complaining party fails to engage in arbitrator selection by the date set forth in such notice; and (iv) the responding party can demonstrate it was, is, or will be materially prejudiced by such delay.

#### 4. Timing and Place of Hearing

Subject to the arbitrator’s availability, the arbitration hearing will be commenced within 60 days of arbitrator selection. The selected arbitrator’s inability to schedule the arbitration hearing within 60 days will not automatically disqualify that arbitrator from hearing the dispute provided the Parties can mutually agree to select a new arbitrator in the event of extended unavailability. If the selected arbitrator cannot schedule the hearing within six (6) months of selection, upon either Party’s request, the Parties will select a new arbitrator using the process above.

All arbitrations will be held in SAG-AFTRA’s office in Los Angeles, unless the parties agree otherwise; provided that if Producer has its production headquarters in New York and a majority of the witnesses required for the hearing reside regularly in or around New York, the arbitration may be held in SAG-AFTRA’s office in New York.

#### 5. Exchange of Information

Prior to any hearing, the parties will cooperate in the exchange of information and documents consistent with their obligations under federal labor law. Not later than thirty (30) days prior to

the arbitration hearing, any party may make a written request to the other to produce, on a date not later than five (5) days before the hearing, documentary evidence of the type producible pursuant to a *subpoena duces tecum*. The documents must be produced on or before the date requested, but the other party may object to the production of the documents to the same extent as if the documents were subpoenaed. The arbitrator will consider any such objection at the hearing.

#### 6. Award of the Arbitrator

The arbitrator's decision and award will be in writing and will be final and binding on the Producer, SAG-AFTRA, the performer or performers involved and, when applicable, the performer's loan-out company. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator has authority to determine only the dispute presented by the written demand for arbitration, and then only to the extent and in the manner expressly provided by the applicable provisions of this Agreement. Nothing herein gives the Arbitrator the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.

In addition to all other available remedies, the arbitrator shall have the power and authority to order injunctive or equitable relief, including enjoining exploitation of the Project where appropriate. This may include, but is not limited to: (1) when the Producer fails to pay initial salaries, pending full payment of all amounts due; or (2) in disputes involving a scene containing nudity or sex acts.

#### 7. Costs and Expenses

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and the Producer will share equally the cost and expenses of the arbitrator.

#### 8. Expiration of this Agreement

Termination or expiration of the Agreement will not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising on Projects produced during the term of this Agreement.

#### 9. Waiver or Extension of Time Limits

All time limits provided in this Exhibit A may be extended or waived by mutual agreement of the parties. Failure to send a grievance or serve a demand for arbitration within the prescribed time frame is not a bar to the grievance, unless the other party can demonstrate it has been materially prejudiced by the delay.

## Addendum A -- Singers / Dancers

### 1. SINGERS

#### A. Definitions

“**Singer(s)**”: The term “Singer” means a Performer who musically vocalizes, either alone or with other Singer(s), and who may also speak written lines.

A “**Specialty Singer**” is a professional Singer employed as a solo or employed as part of a ‘name’ group;

“**Contractor**” means a professional Singer who contributes services to Employer in addition to singing by assembling a group of three or more Singers for the production and is entitled to the additional compensation for such services as specified. A Singer shall not be deemed a Contractor by virtue of assembling a group which is an established group or act.

“**Over-Dubbing**” or “**Multiple Tracking**” occurs when a Singer re-records over the Singer’s original track containing the same Material as recorded on the original track.

“**Stepping Out**” occurs when a solo or duo is asked by the Employer to sing during a recording session in addition to his/her performance within his/her group.

“**Sweetening**” occurs when a Singer records a new track containing new or variant Material over the Singer’s original track.

#### B. Minimum Compensation

##### **Off Camera Singers:**

	<u>01/01/24</u>	<u>01/01/25</u>
Solo/Duo (4-hour day)	\$1,023.75	\$1,102.00
Hourly Rate*	\$512.00	\$551.00
Group Singers 3-8 (4-hour day)	\$542.25	\$583.75
Group Singers 9+ (4-hour day)	\$470.75	\$506.75
Group Hourly Rate*	\$303.50	\$326.75
Contractor 3-8	+50%	+50%
Contractor 9+	+100%	+100%
*Once Producer engages Singers at hourly rate, no conversion to Day Player rates is permitted.		
Over-Dubbing: 33 1/3 % of above applicable rate without limitation as to the number of tracks.		
Sweetening 100% of the applicable rate (with or without Over-Dubbing), without limitation as to the number of tracks.		



<b>Step-Out:</b>		
Per day –up to 15 cumulative bars	\$1,535.75	\$1,653.00
Per day – 16+ cumulative bars or detained 1 hour+	Group rate + \$1,023.75	Group rate + \$1,102.00

**On-Camera Singers:**

	<b>01/01/24</b>	<b>01/01/25</b>
Day Performer (incl. solo/duo singers)	\$1,023.75	\$1,101.93
3-Day Performers (incl. solo/duo singers)	\$2,590.50	\$2,788.50
Weekly Performers (incl. solo/duo singers)	\$3,553.75	\$3,825.25
6-Day Overnight Location	\$3,908.50	\$4,207.00
Group Singers 3-8 (4-hour day)	\$971.50	\$1,045.75
Group Singers 9+ (4-hour day)	\$847.50	\$912.25
Contractor 3-8	+50%	+50%
Contractor 9+	+100%	+100%
<b>Over-Dubbing:</b> 33 1/3 % of above applicable rate without limitation as to the number of tracks.		
<b>Sweetening:</b> 100% of the applicable rate (with or without Over-Dubbing), without limitation as to the number of tracks.		
<b>Step-Out:</b>		
Per day –up to 15 cumulative bars	\$1,535.75	\$1,653.00
Per day – 16+ cumulative bars or detained 1 hour+	Group rate + \$1,023.75	Group rate + \$1,102.00

(a) Over-dubbing, Sweetening and Stepping-Out

(i) If a solo or duo is called upon to Step Out of a group to sing up to fifteen (15) cumulative bars during a session, the solo/duo shall be paid an adjustment of fifty percent (50%) of the solo/duo rate in addition to the appropriate group rate for that day.

(ii) If a solo or duo is called upon to Step Out of a group to sing sixteen (16) or more cumulative bars, or remain more than one (1) hour after the group has been released, to perform a solo or duo of any length, the solo/duo shall

be paid the full solo/duo rate in addition to the appropriate group rate for that day.

(iii) Any member of a group who Steps Out to perform as part of a smaller group to sing over four (4) consecutive bars shall be paid at the smaller group fee for that day. Such re-classification shall not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

C. Additional Terms

a. Singers shall be given a five (5) minute rest period in each hour of recording.

b. Employer may not agree with any Singer that the Singer will hold himself/herself available for any day after the termination of an original period of employment (which may be as short as one day) unless the Employer agrees at the same time to employ the Singer for such day. It is agreed, however, that the Singer may be recalled by the Employer and will report, at any time prior to the completion of production of the Interactive Program for which he/she was originally employed on the same terms and conditions (except for the term), provided that he/she is not then otherwise professionally employed.

**2. DANCERS**

A. Minimum Compensation

	<u>01/01/24</u>	<u>01/01/25</u>
Rehearsal Days Only	\$602.00	\$647.75
Work Days (no rehearsal):		
Solo/Duo	\$1,023.75	\$1,102.00
Group 3-8	\$897.25	\$965.75
Group 9+	\$783.75	\$843.75
Weekly Option (includes rehearsal)		
Solo/Duo	\$3,291.75	\$3,543.25
Group 3-8	\$3016.50	\$3,247.00
Group 9+	\$2,744.25	\$2,954.00
Hazardous Work	\$92.25	\$99.25

B. Protection Of Performers; Special Conditions

a. **Standard Floors:** Floors for choreographed dancers must be resilient, flexible and level in accordance with industry standards. Industry standards generally provided for 1" of airspace beneath wood flooring or 3" or 4" of padding under battleship

linoleum laid over a concrete or wood-on-concrete floor. Floor surfaces must be clean and free of splinters, wax, nails, etc. Floors should be swept and mopped at least daily with a germ-killing solution. If Employer requires dancing on surfaces which do not meet these standards, the work shall be deemed to be “hazardous work” and shall be subject to all the hazardous work provisions of the Agreement.

b. **Hazardous Work:** If Employer requires dancing in costuming which by virtue of its fit or nature may subject the dancer to physical injury or health hazard, or if Employer requires “wire flying,” it shall be deemed to be hazardous work and shall be subject to the “dancer’s premium payment” additional pay of \$92.25 (effective 11/8/24, \$99.25) per day.

c. **Warm-up Spaces:** Employer shall provide adequate space to permit all dancers to warm-up (perform limbering exercises) thirty (30) minutes prior to dancing.

d. **Breaks:** Dancers shall have at least ten (10) minutes rest during each hour of actual Rehearsal or shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer’s discretion, dancers may continue until a total of ninety (90) minutes has elapsed after which time a twenty (20) minutes break must be called.

e. **Temperature:** Stage or Rehearsal area temperature for choreographed dancers must not fall below 70 degrees Fahrenheit. Air ventilation (circulation) shall be provided at all times but air conditioning is not acceptable unless strictly regulated to prevent drafts.

f. **Meal Periods:** Dancers cannot be required to dance or skate within thirty (30) minutes following a regular meal period. If Employer does not provide meal service and dancers must leave the premises or location to eat, an additional fifteen (15) minutes must be allowed both before and after meal break to permit the dancer to change clothes. Such fifteen (15) minutes period may be included in the thirty (30) minutes waiting period following a meal.

g. **Emergency Treatment:** Employer will use all reasonable efforts to have a doctor qualified to treat dancers on call in case of an emergency and will notify the deputy elected by the dancers of the doctor’s name and phone number.

h. **Footwear:** Footwear provided by the Employer shall be appropriate to the work and shall be clean, properly fitted, braced and rubberized. Any dancer who is directed to and reports with their own footwear shall be paid an allowance of \$10.00 per day for each pair of shoes utilized in the performance.

## Addendum B – Background Actors

### 1. APPLICATION

This Addendum contains provisions applicable to the working conditions of Background Actors. The following provisions of the Agreement are also incorporated by this reference:

Article II:

- Section 7, "Work Time - Definitions & Exceptions";
- Section 8, "Overtime"
- Section 9, "Saturday and Sunday Work; Night Work; Holidays";
- Section 10, "Rest Periods";
- Section 11, "Meal Periods; Allowances; Liquidated Damages";
- Section 15, "Rehearsal Time";
- Section 18, "Dressing Rooms; Miscellaneous Amenities";
- Section 19, "Protection of Performers; Special Conditions";

Addendum B, "Minors";  
Addendum C, "Travel".

In the event of a conflict between this Addendum and the provisions incorporated above, the provisions of this Addendum shall govern.

### 2. MINIMUM COMPENSATION

	<b>01/01/24</b>	<b>01/01/25</b>
General Background Actors	\$175.50	\$189.00
Special Ability Actors and Stand-ins	\$220.00	\$236.75
Wet Work	\$17.50	\$18.75
Body Makeup, Skull Cap, Hair Goods	\$22.75	\$24.50

The weekly salary for Background Actors employed by the week shall be five (5) times the minimum daily rates as specifically set forth above. Background Actors employed by the week are guaranteed a minimum employment of five consecutive days.

Any Background Actor who speaks atmospheric words, commonly known in the entertainment industry as "omnies", is entitled to the basic wage for the particular call.

Upon request from Employer, SAG-AFTRA will grant waivers regarding the employment of Background Actors on a per day basis. Such waiver will be considered when Employer intends to engage a large number of Background Actors.

### 3. INTERVIEWS

Employer shall pay Background Actors reporting for interviews an allowance for the first two (2) hours of the interview in the amount of \$5.00. Additional time shall be paid in units of two (2) hours at the specified regular hourly rate for the call being filled.

If, during the interview time, Background Actor participates in any recording or photography for use in any production, Employer shall pay Background Actors the agreed daily wage. The foregoing does not apply to still pictures to be used exclusively for identification of the Background Actor or wardrobe.

Upon completion of the interview, Employer shall inform the Background Actor whether or not they have been selected and the applicable rate of compensation. If the Background Actor is not used in the production after having been selected, Employer shall be paid the agreed wage (one day or one week), provided that if the Background Actor is not available when called, no payment shall be due.

A Background Actor required to report for a second interview for the same job shall be paid not less than two (2) hours pay at the established daily rate.

#### **4. SIXTEEN-HOUR RULE**

A. Employer shall not require Background Actors to work more than sixteen (16) hours, including meal periods, Travel Time and actual time required to turn in wardrobe or property, in any twenty-four (24) hour period.

B. An Employer who violates the foregoing sixteen-hour rule shall pay the Background Actor an amount equal to one (1) day's pay (at the Background Actor's daily rate including any additional compensation) for each hour, or fraction thereof, in excess of sixteen (16) hours. This payment shall be calculated and paid at straight time, unless the violation occurs on a day for which double-time is provided.

C. This provision shall not apply if the violation occurred as a result of circumstances or conditions, other than production considerations or conditions, beyond the Employer's control with respect to or affecting the return of the Background Actor from location. Where the payment is excused under this paragraph, Employer shall pay the Background Actor all applicable overtime.

D. SAG-AFTRA will not claim any breach of contract resulting from the violation of the sixteen-hour rule unless any payment(s) required above are incurred and not timely paid.

#### **5. HIRING PRACTICES**

A. Employer shall not employ any Background Actor on account of personal favoritism.

B. Rotation of work shall be established to such reasonable degree as may be possible and practicable.

C. No person having authority from the Employer to hire, employ or direct the services of Background Actors shall demand or accept any fee, gift, or other remuneration in consideration of hiring or employing any person to perform work or services as a Background Actor, or permitting such person to continue in said employment.

## **6. SCRIPTED LINES; UPGRADE OF BACKGROUND ACTORS (NON-SCRIPTED LINES ONLY)**

Employer agrees that all scripted parts shall be played by Performers hired directly as such, and not by Background Actors adjusted on the set, except where a Performer has been hired to play the part and for any reason is unavailable or unable to portray the part properly. Except as provided in the foregoing sentence, no Background Actor hired as such may be employed for scripted lines on location; and no Background Actor hired as such may be employed for scripted lines for work at the studio on the same day as the day on which he/she was hired as a Background Actor. "Non-Scripted Lines" are defined as lines which are not pre-planned or preconceived and which are not deliberately omitted for the purpose of evading these provisions.

A Background Actor hired as such may speak Non-Scripted lines. In such cases the Background Actor shall be signed off as a Background Actor and employed as a Day Player and shall receive payment as a Day Player from the beginning of such day. The Performer so adjusted may be signed off as a Day Player and be re-employed in the same Program to perform Background Actor work but not in the same part for which he/she was adjusted. If such person is again adjusted to perform Day Player services in the different role in the same Program, he/she shall not be entitled to consecutive days of employment between the time when he/she is first signed off as a Day Player and the time when he/she is again adjusted. If a Background Actor has been adjusted to perform Day Player work, the Employer may retake the scene with a different Day Player, without any liquidated damages for failure to recall such Background Actor. A Background Actor adjusted for Non-Scripted lines shall not be entitled to the Day Player pay for any day or days before he/she was adjusted.

The day's compensation due a Performer hired as a Background Actor, whether by the day or by the week, and adjusted for Day Player work, including services as a Background Actor and as a Day Player, shall be computed as if the Background Actor were employed from the beginning of the day as a Day Player.

## **7. HAZARDOUS WORK**

A. If Employer requires Background Actors to do night work, "wet" work, or work of a rough or dangerous character, the Employer shall notify the Background Actors at the time of the call. If Employer fails to provide timely notification, the Background Actor shall be entitled to refuse to perform the work. If the Background Actor refuses, Employer shall pay them for all time elapsed from the time the Background Actor is called until they are dismissed. Employer shall not discriminate against any Background Actor for exercising their rights under this paragraph.

B. Background Actors who are hired at scale, and who thereafter accept hazardous work, shall be entitled to additional compensation in an amount to be agreed between the Background Actor and the Employer (or the Employer representative). The parties shall agree to the amount of additional compensation prior to the Background Actor performing the hazardous work.

C. Employer shall not hire anyone other than a Qualified Professional Background Actors to perform hazardous Background Actor work under this agreement. No stunt person hired as such may be employed for Background Actor work on location except for bona fide

emergencies not within the contemplation of the Employer. No stunt person hired as such may be employed for Background Actor work at the studio on the day he/she was employed as a stunt person on the same production. Upon a written request from SAG-AFTRA, the Employer will submit a report to SAG-AFTRA indicating whether any stunt persons have been employed on a particular Program. Upon the written request of SAG-AFTRA, the Employer shall also furnish a copy of the script involved and make recordings available to SAG-AFTRA for viewing.

D. For violation of this Section, Employer shall pay to SAG-AFTRA the following liquidated damages per person per day:

- \$215.00 for the first violation
- \$350.00 for the second and each succeeding violation

Liquidated damages shall not apply if there is a bona fide dispute as to whether the work is “Background Actor work” or “Stunt work.”

**8. WET WORK**

A Background Actor required to get wet shall receive additional compensation per day in the amount of:

	<u>01/01/24</u>	<u>01/01/25</u>
Wet Work	\$17.50	\$18.75

The Background Actor may refuse to get wet and, if so, shall receive 1/2 day’s pay for wet work, or the actual hours worked, whichever is greater.

**9. BODY MAKEUP, SKULL CAP, HAIR GOODS**

A Background Actor who is directed to and does have body makeup or oil applied to more than 50% of their body and/or who is required to and does wear a rubber skull cap, and/or who is required to and does wear hair goods affixed with spirit gum (specified as full beards, mutton chops or a combination of goatee and mustache) and/or who, at the time of his/her employment is required to and does wear his/her own natural full-grown beard as a condition of employment shall be entitled to additional compensation per day of:

	<u>01/01/24</u>	<u>01/01/25</u>
Body Makeup, Skull Cap, Hair Goods	\$22.75	\$24.50

It is also understood and agreed that any female Background Actor required to have body makeup applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown and any Background Actor, male or female, required to have body makeup applied to his or her full arms and legs shall be entitled to such additional compensation therefor.

## **Addendum C - Minors**

### **1. RECOGNITION**

Recognizing the special situation that arises when Minors are employed, the parties have formulated the following guidelines to ensure that the work environment is a proper one for the Minor: that the conditions of employment are not detrimental to the health, education and morals of the Minor (“morals” being defined as set forth in the penal code of the applicable state of employment); and that the best interest of the Minor be the primary consideration of the parent (as defined below) and the adults in charge of the production, with due regard to the age of the Minor.

### **2. DEFINITIONS**

A “Minor” is any Performer under the age of 18 years or legal age of majority in the state in which services are performed, except that it shall not include any such Performer if the Performer is legally emancipated, legally married, or a member of the United States armed forces.

A “Parent” is a Parent or other adult who has the legal right to act as guardian of the Minor. A guardian, who shall be not less than the age of majority in the state in which the services are rendered, may be appointed by the Parent to fulfill the supervisory functions of the Parent required by this Agreement, provided that: (i) Employer is provided with written certification of such appointment by the Parent; and (ii) such appointment confers legal authority of the Parent to such guardian. If a Parent has appointed a guardian to supervise the Minor’s services hereunder, the term “Parent” shall be deemed to include such guardian."

### **3. INTERVIEWS; TESTS; FITTINGS**

Calls for interviews and tests for Minors shall not take place at any time during which the Minor would otherwise be attending school, and shall be completed prior to 7:00 p.m. Two adults shall be present at all times during any such sessions, and the Minor shall not be removed from the reasonable, immediate proximity of the Parent. Casting directors or other representatives of the Employer shall make reasonable efforts to safeguard the Minor’s health, well-being and dignity during these sessions and shall not engage in any behavior which will embarrass, discredit, disconcert or otherwise compromise the dignity and mental attitude of the Minor.

### **4. ENGAGEMENT**

Employer shall advise the Parent of the Minor of the terms and conditions of the employment (studio location, estimated hours, hazardous work, special abilities required etc.) to the extent that they are known at the time of hiring.

Prior to the first date of engagement, the Parent shall obtain, complete and submit to the Employer or its representative the appropriate documents required by state and local law related to the employment of a Minor.



Upon employment of any Minor in any areas outside of California, Employer shall notify the SAG-AFTRA local office by telephone where such employment will take place. The Union will acknowledge receipt of this information to Employer in writing.

## 5. SUPERVISION

A Parent must be present at all times while a Minor is working, and shall have the right, subject to the production requirements, to be within sight and sound of the Minor. The Parent shall not interfere with the production or bring other Minors not engaged by Employer to the studio or location.

A Parent will accompany a Minor to wardrobe and dressing room facilities. No dressing room shall be occupied simultaneously by a Minor and an adult Performer or by Minors of the opposite sex.

No Minor shall be required to work in a situation which places the Minor in clear and present danger to life or limb. If a Minor believes they will be in such a dangerous situation after having discussed the matter with the Stunt Coordinator and Parent, then the Minor shall not be required to perform regardless of the validity of their belief.

When an Employer engages a Minor, Employer shall designate one individual on each set to coordinate all matters relating to the welfare of the Minor and shall notify the Minor's Parent of the name of such individual.

When a Minor is required to travel to and from location, the Employer shall provide Minor's Parent with the same transportation, lodging, meals, mealtimes and per diem allowance provided to the Minor.

Whenever federal, state or local laws so require, a qualified child care person (e.g., LPN, RN or Social Worker) shall be present on the set during the work day.

Play Area: Employer will provide a safe and secure place for Minors to rest and play.

## 6. WORKING HOURS

When a Minor is at location, the Minor must leave location as soon as reasonably possible following the end of their working day. Minors' maximum hours of work shall be as outlined below (does not include meal time):

<u>Age of Minor</u>	<u>Maximum Hours of Work</u>	<u>End of Day</u>
0-5 years	6 hours	7:00 p.m
6-11 years	8 hours	8:00 p.m. school days 10:00 p.m. non-school days
12-17 years	9 hours	10:00 p.m. school days 12:30 a.m. non-school days

## Work Hours and Rest Time:

The work day for Minors shall begin no earlier than 7:00 a.m. for studio productions (6:00 a.m. for location productions) and shall end no later than the time specified above.

The maximum work time for a Minor shall not exceed that provided by the laws of the state governing their employment, but in no event shall work time exceed the maximum hours of work stated above. Work time shall not include meal time, but shall include a mandatory 5-minute break for each hour of work.

Employer shall make every effort to adjust a Minor's call time so that a Minor need not spend unnecessary hours waiting on the set.

## 7. MEALS

Whenever Employer supplies meals or other food or beverages to the cast or crew the same shall be furnished to all Minors. Regarding beverages, this provision is applicable only in those situations where Employer supplies beverages to the cast and crew and is not applicable where isolated groups may supply their own beverages (e.g., prop trucks with cooler for beverages). When meals are served to Minors, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by Employer until the Minors are given the opportunity to get in the line for the actual feeding. "Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to Minors by Employer shall not constitute a meal period. Meals supplied by the Employer shall not be deducted from the Minors' wage but may be deducted from the per diem.

## 8. CHILD LABOR LAWS

Employer agrees to determine and comply with all applicable child labor laws governing the employment of Minors, and, if one is readily available, shall keep a summary of said laws in the production office.

Any provisions of this Section which are inconsistent and less restrictive than any other child labor law or regulation in the applicable state or other applicable jurisdiction shall be deemed modified to comply with such law or regulation.

Inconsistent terms: The provisions of this Section shall prevail over any inconsistent and less restrictive terms contained in any other sections of this Agreement which would otherwise be applicable to the employment of the Minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such provision.

## 9. MEDICAL CARE

Prior to a Minor's first call, Employer shall be provided with the written consent of the Minor's Parent for medical care in the case of an emergency.

## **Addendum D – Travel**

### **1. DEFINITIONS**

A “Nearby Location” is a location to which the Performer travels and returns in the same day.

A “Distant Location” is a location to which the Performer travels but is required to stay overnight.

“Travel Time” is time spent traveling between the place at which a Performer is required to report for services and the actual location at which such services will be rendered and, if applicable, the time between a Distant Location and Distant Location housing. Travel Time, as defined herein, is work time.

### **2. TRAVEL TIME; WORK TIME**

#### **A. When Employer provides transportation:**

- all time between call time at the pick-up point and arrival at the shooting site shall be travel time;
- all time between the commencement of return travel and arrival at the original pick-up point shall be travel time; and
- any time spent waiting for commencement of travel at the end of the work day is travel time.

When the Performer provides transportation:

- all time spent in actual travel shall be travel time;
- any time intervening between the Performer’s arrival and the time of their call is not travel time; and
- at the end of the work day, return travel time begins when the Performer is dismissed.

A Performer may be asked to report to any site or to Employer’s studio within a Studio Zone without the Employer providing transportation or reimbursement for Travel Time thereto. When a Performer is asked to report to a site other than within the Studio Zone, work time shall begin as though the Performer has reported to the Employer’s studio or offices within the Studio Zone and end as though the Performer had returned to the same, and the driver only shall be paid at the maximum rate per mile which the Internal Revenue Code and Regulations provide.

Travel Time for Performers shall be computed on straight time in hourly units, with no compounding of payment for travel and work, based on the following hourly rates, as appropriate, not to exceed eight (8) hours in any day:

- 1/4 of the 4 hour rate for Off-Camera Performers;
- 1/8 of the Day Performer rate for On-Camera Performers;
- 1/24 of the Three-Day Performer rate; or
- 1/40 of the Weekly Performer rate

A Performer shall be dismissed at the place at which they reported to work, nor at a subsequent location (unless this would make no sense under the circumstances).

Nothing in this section shall be deemed to break the consecutive employment of the Performer.

### **3. FLIGHT INSURANCE**

When a Performer is requested by Employer to travel by airplane, Employer shall reimburse the Performer up to an additional fee of \$10.00 for flight insurance, if purchased by Performer. When an Employer requests a Performer to fly by non-commercial or non-scheduled carrier, Employer shall obtain a short-term insurance policy for the Performer providing insurance equal to the amount available for \$10.00 on a commercial carrier. Notwithstanding anything to the contrary, the maximum insurance required under this section shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

SAMPLE

## Independent Interactive / Video Game Signatory Application

**Important:** Return this form at least 2 weeks prior to the start of principal recording. Please note, processing times depend on the completeness of your application.

### Production Information:

Production Title: \_\_\_\_\_  
(Include all AKAs)

Agreements:                      Independent Localization\_\_                      Tiered Budget Independent\_\_

**Tiered Budget:** Tier 1\_\_ Tier 2\_\_ Tier 3\_\_ Tier 4\_\_

Total Production Budget: \_\_\_\_\_ Total Talent Budget: \_\_\_\_\_

Attach a copy of the total itemized budget when submitting this preliminary information sheet and submit your pre-production cast list when available.

(If you are unsure of your budget threshold, please reach out to [interactive@sagaftra.org](mailto:interactive@sagaftra.org))

**Localization:** Attach a copy of the original foreign language script or material when submitting this application and your pre-production cast list when available.

Audition Start Date: \_\_\_\_\_ Principal Start Date: \_\_\_\_\_

Production Recording Location(s): Los Angeles, CA      New York, NY      Chicago, IL

Other City/State: \_\_\_\_\_

Production Contact: \_\_\_\_\_ Contact Position: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Signatory Information:

Business Type:      Corporation      LLC      Other

Name of Signatory: \_\_\_\_\_

*Name of Signatory must match the Business Formation documents exactly, including exact punctuation and no abbreviations.*

Type of Signatory:      Recording Studio      Publisher      Developer      Production Company

Other (3rd Party): \_\_\_\_\_

If already signatory, Signatory ID number: \_\_\_\_\_

Production Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

*(IP Publisher/Owner Information on next Page)*



**IP Publisher/Owner Information:**

Business Type:      Corporation                  LLC                  Other  
Name of Publisher/Owner: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_

**About the Project:**

Briefly describe the project, including relevant localization qualifications if applicable (e.g., genre, storyline, interactive qualities):

\_\_\_\_\_  
\_\_\_\_\_

Number of Performers (provide estimate, if unknown) \_\_\_\_\_

Number of Characters (provide estimate, if unknown) \_\_\_\_\_

Total number of recording days (provide estimate, if unknown) \_\_\_\_\_

What is your anticipated release year? \_\_\_\_\_

What is your anticipated release quarter?      Q1                  Q2                  Q3                  Q4

Will Additional Compensation be prepaid or at the time of release/when unit thresholds are met? \_\_\_\_\_

Will there be On-Camera Performance (e.g., Performance Capture)?      Yes                  No

Will your project include A.I.? \_\_\_\_\_ If Yes, please describe: \_\_\_\_\_

Platforms (e.g., PC, console, mobile): \_\_\_\_\_

Describe the Distribution Model (Physical copy, digital download, streaming): \_\_\_\_\_

Describe the Monetization Model (e.g., Free-to-Play, subscriptions, unit sales, microtransactions): \_\_\_\_\_

Do you plan to have secondary content (e.g., DLC)? \_\_\_\_\_

Is the project based on previously published interactive media? \_\_\_\_\_

What is the expected rating for your project and why (e.g., profanity, violence, or sexual content)? \_\_\_\_\_

Please place a check mark if you intend to include any of the following in your production:

- Minors                  Dancers                  Singers                  Physically Hazardous Work (e.g., Stunts)
- Nudity                  Vocal Stress

**PLEASE RETURN** this document *along with* your total itemized budget and business formation paperwork to [interactive@sagaftra.org](mailto:interactive@sagaftra.org)

SAG-Producers Pension Plan | AFTRA Retirement Fund  
All Information Must be Completed for Processing

Exhibit B

Remit to SAG-AFTRA Health Plan and:

- SAG-Producers Pension Plan
- AFTRA Retirement Fund

Select Contract:

- Corporate/Educational
- Interactive
- Radio Program
- Audiobooks

- Category I
- Category II

Plan Code # \_\_\_\_\_  
 Signatory Employer \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Email \_\_\_\_\_

Project Title \_\_\_\_\_  
 SAG-AFTRA Production ID \_\_\_\_\_  
 SAG-AFTRA Agreement \_\_\_\_\_  
 Product/Subject (if applicable) \_\_\_\_\_  
 Advertiser/Client (if applicable) \_\_\_\_\_  
 Session     Residual     Deferred  
 Start Date of Principal Photography \_\_\_\_\_  
 Payroll End Date \_\_\_\_\_

List only the covered employees employed during the above indicated week who worked under SAG-AFTRA jurisdiction and for whom contributions are due the pension and health plans.

(For additional covered employees see reverse)

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation												
<table border="0"> <tr> <td rowspan="2">Category</td> <td><input type="checkbox"/> On-Camera Principal</td> <td><input type="checkbox"/> Off-Camera Principal</td> <td><input type="checkbox"/> On-Camera Narrator</td> <td><input type="checkbox"/> Silent Bit Actor</td> <td><input type="checkbox"/> Non-Principal</td> </tr> <tr> <td><input type="checkbox"/> Contractor</td> <td><input type="checkbox"/> Background</td> <td><input type="checkbox"/> Choreographer</td> <td><input type="checkbox"/> Special Ability Actor</td> <td><input type="checkbox"/> Solo-Duo</td> <td><input type="checkbox"/> Group Singer (3 or more)</td> </tr> </table>					Category	<input type="checkbox"/> On-Camera Principal	<input type="checkbox"/> Off-Camera Principal	<input type="checkbox"/> On-Camera Narrator	<input type="checkbox"/> Silent Bit Actor	<input type="checkbox"/> Non-Principal	<input type="checkbox"/> Contractor	<input type="checkbox"/> Background	<input type="checkbox"/> Choreographer	<input type="checkbox"/> Special Ability Actor	<input type="checkbox"/> Solo-Duo	<input type="checkbox"/> Group Singer (3 or more)
Category	<input type="checkbox"/> On-Camera Principal	<input type="checkbox"/> Off-Camera Principal	<input type="checkbox"/> On-Camera Narrator	<input type="checkbox"/> Silent Bit Actor		<input type="checkbox"/> Non-Principal										
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Background	<input type="checkbox"/> Choreographer	<input type="checkbox"/> Special Ability Actor	<input type="checkbox"/> Solo-Duo	<input type="checkbox"/> Group Singer (3 or more)										

Late Penalty: Payments and reports received over 30 days after the due date will be assessed liquidated damages and/or interest.

Total gross compensation subject to contributions \$ \_\_\_\_\_

Employer's contribution @ \_\_\_\_\_ % of gross compensation \$ \_\_\_\_\_

Liquidated damages if applicable @ \_\_\_\_\_ % \$ \_\_\_\_\_

Make check payable to: SAG-AFTRA Health Plan      Check No. \_\_\_\_\_

P.O. Box 54867, Los Angeles CA 90054 Phone (818) 973-4472

Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Additional Covered Employees**

List only the covered employees employed during the above indicated week who worked under SAG-AFTRA jurisdiction and for whom contributions are due the pension and health plans.

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
<b>Category</b> <input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input type="checkbox"/> Choreographer <input type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)				

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<b>Category</b> <input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input checked="" type="checkbox"/> Choreographer <input checked="" type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)				

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
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Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
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If you have questions about this form contact the SAG-AFTRA Health Plan at (818) 973-4472 or [employercontributions@sagaftraplans.org](mailto:employercontributions@sagaftraplans.org)

For contract rates, visit [www.sagaftraplans.org/rates](http://www.sagaftraplans.org/rates)





PERFORMER CONTRACT FOR INDEPENDENT INTERACTIVE AGREEMENTS

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF SAG-AFTRA

Performer Name: \_\_\_\_\_ SAG-AFTRA Member ID (if appl.): \_\_\_\_\_
Performer or c/o Talent Agent Address: \_\_\_\_\_
Performer Phone: \_\_\_\_\_ Performer E-Mail: \_\_\_\_\_
Performer's Corp./LLC: \_\_\_\_\_ SSN (Last 4) or EIN: \_\_\_\_\_
Interactive Program Title: \_\_\_\_\_ Production I.D. #: \_\_\_\_\_ Budget Tier #: \_\_\_\_\_
Producer/Signatory Company: \_\_\_\_\_ Producer Name: \_\_\_\_\_
Recording Location (incl. studio name, if appl.): \_\_\_\_\_

Table with 7 columns: Work Date, Role / Character(s), Type of Work, HMC Y / N, Work Time Call / Dismiss, Meals Start / Finish, Pfmr's Initials

KEY to Type of Work: Off-Camera Day Performer - V; On-Camera Day Performer - P; 3-Day Performer - P3; Weekly Performer - PW; Solo/Duo Dancer - SD; Group Dancer 3-8 - D3; Group Dancer 9-more - D9; Contractor Dancer 3-8 - CD3; Contractor Dancer 9-more - CD9; Solo/Duo Singer - SS; Group Singers 3-8 - G3; Group Singers 9-more - G9; Contractor Singers 3-8 - CG3; Contractor Singers 9-more - CG9; Background - BA; Atmospheric - AT; Stunts - ST

OTHER Type of Work: \_\_\_\_\_

Rate \$: \_\_\_\_\_

Special Provisions \$ (Additional Compensation, Integration, Travel, etc.): \_\_\_\_\_

THIS AGREEMENT covers the employment of the above-named Performer by (signatory company name): \_\_\_\_\_ in the production and at the rate of compensation set forth above and its subject to and shall include, for the benefit of the Performer and the Producer, all of the applicable provisions and conditions contained or provided for in the applicable SAG-AFTRA Interactive Media Agreement.

Producer shall have all the rights in and to the results and proceeds of the Performer's services rendered hereunder, as are provided in the applicable SAG-AFTRA Interactive Media Agreement.

By: \_\_\_\_\_
Producer Signature

By: \_\_\_\_\_
Performer Signature

\_\_\_\_\_
Date

\_\_\_\_\_
Date