



**SCREEN ACTORS GUILD – AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS
MODERATE LOW BUDGET
PROJECT AGREEMENT (“MPA”)
(for non-episodic projects)**

Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter “SAG-AFTRA”) has agreed, on a trial basis, to modify, to the extent herein set forth, certain terms and provisions of the current SAG-AFTRA Agreement for Independent Producers of Non-Episodic Projects (hereinafter the “Basic Agreement”) with respect to the employment of Performers in the motion picture presently entitled “_____” (hereinafter the “Project”).

It is therefore agreed between _____ (hereinafter the “Producer”) and SAG-AFTRA as follows: (Insert production company name)

1) Prerequisites: Eligibility Under This MPA

A) Timely Application

Producer must execute this Moderate Low Budget Project Agreement (“MPA”) no later than one (1) week prior to any work by Performers. Upon clearance of the Project, SAG-AFTRA will make available to the Producer SAG-AFTRA Performer Employment Contracts, a Final Cast List Information Sheet, and Production Time Reports.

B) Representations; Required Disclosures

This MPA covers “bona fide entertainment programs” that meet the requirements in Section 1.C. and that are not excluded pursuant to Section 1.D. Producer agrees to provide SAG-AFTRA all the information necessary to determine whether the Project qualifies for this MPA.

By signing this MPA, Producer represents that the Project is eligible for coverage under this MPA and that all information in the Signatory Application that was submitted for the Project is true to the best of Producer’s knowledge.

C) Qualification For This MPA

Qualification under this MPA is at SAG-AFTRA’s discretion. Budget or “total production cost” for purposes of this MPA includes all “above the line” and “below the line” costs,

including any deferred compensation. Prior to executing this MPA, Producer is required to submit to the Union a complete, accurate detailed budget, the shooting script, the shooting schedule (day out of days), pre-production cast list, the screenplay copyright ownership and registration documentation and any other relevant information, which the Union may require to verify Producer's disclosures with regard to the Project. To qualify for these special terms, the Project must be shot entirely in the United States and have a maximum total budget of no more than \$700,000 (may be increased through incentives described in 1.C.a. and/or 1.C.b. of this MPA).

i) Diversity in Casting Incentive

The total production cost maximum, as referenced in Section 1.C. above, may be increased to \$950,000 if Producer has demonstrated diversity in casting by meeting the following criteria prior to the start of principal photography:

(a) A minimum of 50% of the total speaking roles and 50% of the total days of employment are cast with Performers who are members of the following four (4) protected groups:

- (1) Women
- (2) Senior Performers (sixty (60) years or older)
- (3) Performers with Disabilities
- (4) People of Color (Black/African American, Asian/Pacific Islander and South Asian, Latino/Hispanic, Arab/Middle Eastern and Native American Indian) and;

(b) A minimum of 20% of the total days of employment is cast with performers who are People of Color.

To clarify: A Project with a cast of ten (10) speaking roles, each of whom work one (1) day, should have at least five (5) Performers from any or all of the protected groups and two (2) of whom must be People of Color. Under no circumstances should an individual be counted in more than one category.

ii) Background Actor Employment Incentive:

Although this MPA does not require coverage of Background Actors pursuant to Schedules X-I or X-II, as an incentive to provide employment opportunities for Background Actors in those areas where SAG-AFTRA has jurisdiction, the Union will agree to increase the applicable total production cost maximum in Section 1.C. by \$112,000 if the Producer meets the following criteria:

(a) Producer must employ a minimum average of three (3) SAG-AFTRA covered Background Actors for each day of principal photography, not including rehearsal days, over the course of the production. [Example: If a production has 20 production days, Producer would be required to employ at least 60 (3 x 20) Background Actors on the production. The requirement would be met by

employing 3 Background Actors per day on all 20 days or by utilizing covered Background Actors on specific days to meet the required number.]

- (b) Producer must notify SAG-AFTRA in writing of their intent to utilize this incentive prior to the commencement of principal photography. Failure to do so invalidates this incentive, regardless of how many SAG-AFTRA covered Background Actors are employed on the production.
- (c) In order to verify compliance with this incentive, Producer must submit detailed weekly payroll reports for the SAG-AFTRA covered Background Actors in addition to having met its existing contractual obligations to submit the daily Production Time Reports. Failure to provide both sets of documents invalidates the utilization of this incentive.
- (d) All terms of Schedule X-I or X-II apply to the employment of Background Actors employed pursuant to this incentive.

D) Excluded Projects; Exceeding Production Limits

This MPA is not intended to cover and specifically excludes any type of production or medium covered by another SAG-AFTRA Agreement (e.g., animated projects, music videos, corporate or education videos, video games, television or new media series, or commercials).

Additionally, if Producer exceeds the production limits in Section 1.C., SAG-AFTRA may reclassify the Project to an appropriate SAG-AFTRA Agreement as described in Section 9.

2) Scope; Recognition; Coverage

Producer hereby recognizes SAG-AFTRA as the exclusive collective bargaining agent for Performers and Background Actors in connection with the Project.

The provisions of this MPA are applicable to Performers employed on the Project to the extent such Performers would be covered under the current Basic Agreement or Television Agreement. When the Background Incentive is utilized, Producer is obligated to cover an average of three (3) Background Actors employed each day in a Background Actor Zone as defined in the Basic Agreement.

3) Compensation; Exhibition Limitations

A) Salaries

- i) The minimum rates for Performers (excluding Stunt Coordinators) employed in the Project shall be equal to 35% of the applicable rate from the Basic Agreement current at the time of performance. See Exhibit "A" attached hereto for current rates. In the

event of a conflict between Exhibit "A" and the Basic Agreement, the Basic Agreement shall control.

Such amounts will increase year by year in the same percentage as the SAG-AFTRA Codified Basic Agreement as negotiated by the Union and the AMPTP.

- ii) All payments must be made by net check, issued by a payroll house experienced in the entertainment industry, payable to the order of the individual Performer entitled thereto and delivered to the Performer in accordance with the time for payment provisions of the Basic Agreement. Each such check should be accompanied by a separate written statement indicating dates worked, overtime, adjustments, reimbursements, tax deductions, and name and address of the Performer's "employer of record.

Additionally, signed payroll sheets or slips and photocopies of checks sent to the Performers shall be delivered to SAG-AFTRA via email.

Upon request by SAG-AFTRA, Performer payments shall be delivered to SAG-AFTRA for recordation and distribution to Performers in lieu of delivery to Performers.

- iii) Stunt Coordinator rates for Daily, Weekly and "Flat Deal" Stunt Coordinators track the rates in Schedule K-I, K-II or K-III of the Basic Agreement that are current at the time of photography.
- iv) Social Security, Withholding Taxes, Unemployment & Disability Insurance:

All compensation paid to Performers under the terms of this Agreement constitutes wages and is subject to deductions for Social Security, Taxes and Disability Insurance. Producer must make the required payments, reports and withholding deductions with respect to such taxes and premiums. Producer must also provide unemployment insurance for Performers employed by Producer.

B) Limited Exhibition

The compensation paid by Producer to Performer represents their compensation for limited exhibition of the Project as follows:

- i) At film festivals;
- ii) On new media free-to-consumer platforms (where the consumer does not pay for access to the Project) for thirteen (13) consecutive weeks;
- iii) Before the Academy of Motion Picture Arts and Sciences for possible Academy Award consideration;
 - (a) Producer may exhibit the Project for one (1) week in a paying movie house to qualify for Academy Award consideration.

- iv) To non-paying, non-public, established entertainment industry members and/or prospective financiers to showcase the talent of the producer, director, writer, performers or other members of the production or post-production team;
- v) On one (1) public access television channel for not more than ten (10) exhibitions within one (1) year from the first run date, if neither the Producer nor any of its principals in the production receive any compensation for the exhibition. Producer must advise SAG-AFTRA of the first air date and the station on which the Project will run.

The MPA does not require an initial release or exhibition in one of the markets listed in B.i. through B.v. In the event that the Project is initially released or exhibited in another market, such as Basic Cable, residuals would be due on the initial exhibition or release as detailed in Section 7 of this MPA.

If Producer enters into any agreement to release the Project to any other market or medium (other than the media in B.i. through B.v.), Producer must notify SAG-AFTRA in writing prior to such release of the Project and this market will be deemed Producer's "Subsequent Use" of the Project or the Project's "Residualable Release" market. Residuals will be due on the Subsequent Use pursuant to Section 7 of this MPA and as provided in the Residuals sections of the SAG-AFTRA Basic Agreement and the SAG-AFTRA Television Agreement (as appropriate). Producer must provide SAG-AFTRA with copies of any agreements, including sale, license, or distribution agreements pertaining to the release.

C) SAG Pension and SAG-AFTRA Health Plan Contributions

Pension and Health Plans contributions are to be paid in accordance with and at the rate(s) set forth in Section 34 of the Basic Agreement.

D) Self-Tape Auditions

In connection with self-tape auditions, Producer may request a maximum of 5 (five) pages of sides for the performer to prepare and perform in the first interview/audition.

E) Overtime

Premium pay and liquidated damages must be computed and paid to all Performers as provided in the Basic Agreement and must be based on the Performer's contractual salary. However, all daily overtime for Day Performers and Weekly Performers through the 12th hour of the Performer's day must be paid at "time and a half" the straight time rate, for each tenth of the hour unit or fraction thereof. Daily overtime beginning with the 13th work hour must be paid at double the straight time rate, for each tenth of the hour unit or fraction thereof. All overtime money breaks and schedule breaks in the current Basic Agreement are applicable to Performers employed under this MPA.

F) Waiver for 6th Day Shooting Schedules in Studio Workweek

Provided each Performer is given at least thirty-six (36) consecutive hours off in each seven (7) days and subject to each Performer's prior written consent, a Performer may be called for work on a sixth consecutive day of work without the payment of a premium. The sixth day for both Day Performers and Weekly Performers must be limited to eight (8) consecutive straight time hours. Any time worked beyond the eighth hour on the sixth day must be paid at the overtime rates described in Section D above.

4) Production Requirements

A) Employment Contracts

Each Performer must receive from Producer the Performer Employment Contract for execution no later than the start of their first day of work on the Project. Producer must complete all fields of the contract in ink or a locked electronic format (e.g., PDF) before delivery to the Performer.

A fully executed copy must be given to the Performer not later than the end of their first day of work. A copy must be delivered to the Performer's representative within four (4) days of the Performer's first day of work. A copy must be delivered to SAG-AFTRA within one week of Performer's first day of work.

If Producer fails to timely deliver the fully executed contract to any Performer(s), Producer must pay the Performer(s) liquidated damages in the amount of \$10.00 per day until Performer receives the fully executed employment contract. If Producer fails to timely deliver any employment contracts to SAG-AFTRA, Production must pay SAG-AFTRA liquidated damages in the amount of \$10.00 per day per contract until SAG-AFTRA receives all employment contracts.

B) Consecutive Employment and Availability

Performers have the right to accept other professional employment during the course of production of the Project. SAG-AFTRA, therefore waives the requirement of consecutive employment, unless the performer is on an overnight location as defined in Section 5.A., and subject to each Performer's written consent, which must be given prior to commencement of employment, as defined in the Basic Agreement, in connection with the Project. In exchange for this waiver, Producer agrees to waive their right to exclusive services of the Performer during photography.

Weekly Performers must be employed and paid in units of no less than one (1) full week. Additional days in any final partial workweek for a Weekly Performer may be prorated at one-fifth of the weekly base rate for each day from commencement of the Performer's work in such workweek until Performer's final dismissal.

The performer will attempt to provide thirty-six (36) hours notice of a conflicting professional engagement.

No performer may be required to “hold” any day available unless the Performer is paid for such day.

C) Prohibitions on Digital Reproductions

Producer may not use any digital scanning techniques to create digital reproductions of any Performer in connection with the Project without SAG-AFTRA’s consent. Producer may not use any digital reproduction of an individual, living or deceased, as a character in the Project without SAG-AFTRA’s consent.

5) Travel; Overnight Locations

- A) The applicable travel provisions of the Basic Agreement are modified as follows: A Performer will be deemed to be on an “overnight location” when it is necessary for the Performer to remain away from his/her residence overnight for one or more nights, regardless of the location of the Producer’s base.
- B) Whenever the Performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel must be paid by Producer in addition to transportation expenses and per diem. Producer must furnish lodging and per diem to the performer until the performer is returned to the original place of departure.
- C) Except as modified herein, when Producer is required to provide transportation for a Performer all applicable provisions of the Basic Agreement apply, except when air travel is required, Producer may travel a Performer in coach class on a commercial airline. Notwithstanding, if any member of the production staff is flown any class other than coach, all Performers must be flown in the same higher class.

6) Financial Assurances

Security and Assumption Agreements

Producer agrees to execute, concurrently herewith, documents necessary to grant SAG-AFTRA a first position security interest in the Project, to secure all payments, which may be due to Performers or SAG-AFTRA in connection with the Project.

If Producer enters into a distribution agreement for the distribution of the Project on free television, supplemental markets, or new media, or if Producer sells, transfers, or assigns the rights in the Project, Producer must obtain from the distributor or the purchaser, as the case may be, a Distributor's Assumption or Buyer's Assumption Agreement, in the forms set forth in the Basic Agreement, and such Assumption Agreement must be promptly delivered to SAG-AFTRA.

Producer agrees to provide all financial assurances required by SAG-AFTRA in connection with the employment of performers in the Project.

7) Residuals

When and if the Project is exhibited or distributed into a market outside the media listed in Section 3.B., the Producer will be responsible for full payment of residuals for this Subsequent Use (“Residualable Release”). Residuals shall be due as if the Subsequent Use were the initial exhibition market, but residuals will be payable or accrue upon first exhibition (the “Residualable Release”) pursuant to the terms of the appropriate residuals provisions contained in the SAG-AFTRA Basic Agreement and the SAG-AFTRA Television Agreement (as appropriate). As a consequence, Residuals and Pension and Health Contributions must also be paid according to the SAG-AFTRA Agreement that covers the same category and exhibition of pictures as the Subsequent Use. For residuals formulas based runs, days or unit sales, the run pattern shall be adjusted up and residuals paid in conjunction with the initial Subsequent Use exhibition. In addition, for formulas based on a Performer’s “total applicable minimum” salary, the residuals must be calculated based on the TV Agreement minimum rates in effect on the dates the Performer worked. For network prime time exhibition, the calculation is based on the greater of the Performer’s total actual compensation or what the Performer would have received had they been paid the TV Agreement minimum rates in effect on the dates the Performer worked, capped by the applicable network prime time ceiling. If the Project is picked up as a part of a television or new media series to be exhibited on television or a new media platform, all residuals formulas applicable to the series shall also be applicable, to the Residualable Release, to the Project.

8) Reuse of Photography or Soundtrack

Producer must not use any part of the photography or soundtrack of a Performer in any picture other than the one for which the Performer was employed, without reaching an agreement with the Performer regarding the use. Consent for any reuse, including without limitation, use of nude photography, “bloopers” excerpts, and use in commercials, may not be bargained for at the time of initial employment, and must be obtained in writing and separate from the Performer’s contract. The Performer is entitled to damages as set forth in Section 22 of the Basic Agreement for any violation of this section. The day performer minimum to be used for purposes of negotiation and/or calculating damages is the day performer rate for the project from which the clip or excerpt is taken or the minimum rate for the project in which the clip or excerpt is used, whichever is greater.

In the event any part of the photography or soundtrack of the Performer is reused by a non-signatory party without the Producer’s authorization and without obtaining the consent of the Performer, Producer agrees to provide reasonable cooperation to SAG-AFTRA in pursuing recourse for the Performer. Such efforts may include, but are not limited to, seeking compensation from the third party for the reuse, requiring that the third party cease use of the content, and/or requesting removal of the unauthorized photography or soundtrack from social media sites.

9) Ineligibility Under This MPA

If SAG-AFTRA at any time determines that the Project does not qualify for the special terms and conditions of this MPA, then the Project will be reclassified to the appropriate SAG-AFTRA Agreement. Producer agrees to promptly make payment of all initial or additional compensation that would have been payable under the applicable SAG-AFTRA Agreement and to abide by any provisions related to additional compensation and restrictions on use in the applicable SAG-AFTRA Agreement. If the Project is still in production, the corresponding terms and conditions of employment will be immediately applicable to the Project.

In the event of a reclassification under this section or a release under Section 9, Producer will have no right to use, and must immediately cease using, the Performers' performances (notwithstanding any contrary language in this or any other SAG-AFTRA Agreement or in any Performer's individual employment contract) until Producer has made the required payment. Nothing in this Agreement or any SAG-AFTRA Agreement supersedes or limits any right or remedy a Performer may have at law or otherwise relating to an unauthorized use of their name, likeness, image, voice, performance, or any other personal attribute.

Any dispute over the meaning or application of this section may be resolved through the expedited arbitration process set forth in Exhibit B, Section 2.

10) Arbitration; Notice

All disputes and controversies between Producer and SAG-AFTRA or between Producer and any Performer or Background Actor arising out of or in connection with this MPA or any contract or engagement (whether over-scale or not, and whether at the minimum terms and conditions of this MPA or better) for the Project, must be submitted for resolution in accordance with the applicable grievance and arbitration procedures set forth in Exhibit B.

All notices to Producer will be sent to the address provided in the Signatory Application (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 facsimile or email, with a copy sent by first class mail.

11) Agreements Incorporated

By executing this MPA, Producer agrees to be bound by the terms of the Basic Agreement, the Television Agreement, and the Trust Agreement(s), with respect to the Project as applicable. The Basic Agreement and Television Agreement are available at www.sagaftra.org.

Except as modified herein, all terms and conditions of the Basic Agreement apply to the Project. In the event of any conflict between the terms of this Agreement and the Basic Agreement, the conflicting terms will be construed to give effect to the intent of this MPA to the greatest extent possible.

12) Definitions

“Background Actor” has the definition ascribed to it in Schedules X-I and X-II of the Basic Agreement and will specifically include background actors, and special ability background actors, but excluding stand-ins.

“Basic Agreement” means the Producer – SAG-AFTRA Agreement for Independent Producers of Non-Episodic Projects in effect the date this MPA is signed.

“Pension and Health Plans” means the Producer-Screen Actors Guild Pension Plan, the SAG-AFTRA Health Plan and/or any pension or health plan that is a successor to any of those plans.

“Performer” includes principal performers, singers, stunt performers, stunt coordinators, airplane and helicopter pilots, professional dancers (as distinguished from dancers who would properly be treated as background actors), professional puppeteers, body doubles, narrators, and announcers. Background actors and stand-ins are not considered “Performers” under this MPA.

“SAG-AFTRA Agreement” means any SAG-AFTRA signatory agreement other than this MPA.

“Television Agreement” means the SAG-AFTRA Television Agreement in effect the date this Agreement is signed.

“Trust Agreements” means the trust agreements establishing the Producer-Screen Actors Guild Pension Plan, the SAG-AFTRA Health Plan, and/or any successor pension or health plan.

13) Miscellaneous

A) Acknowledgement

The credits must include the following statement: “Special thanks to SAG-AFTRA.” Producer must include the SAG-AFTRA logo or union bug in the credit roll of the Project. Contact the assigned Business Representative for artwork and usage guidelines.

B) Protection of Member Information

Producer must use commercially reasonable best efforts to protect from third parties the personal information 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. Producer must not include any Performers’ social security numbers on any sign-in sheet for an interview or audition. Producer must handle Performers’ personally identifiable information in accordance with applicable law.

In the event of any data breach or other loss, theft, or mishandling of Performers’ personal information, in addition to compliance with applicable law, Producer must 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.

C) MPA Non-Precedential

This MPA covers only the Project listed above and is non-citable and non-precedential with respect to any other pictures. If SAG-AFTRA determines at any time that the continuance of this policy is not in the best interests of Performers, the policy may be changed or terminated with respect to any future production of Moderate Low Budget Project pictures.

D) MPA Incorporated in Individual Employment Agreements

The provisions of this MPA are deemed incorporated in each Performer's employment contract and may not be waived or reduced by any Performer.

E) Successors and Assigns

This MPA is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

F) Final Cost Report

Upon completion of principal photography, Producer must submit to SAG-AFTRA a detailed report of actual expenditures and other relevant materials as SAG-AFTRA may require, showing actual cost of the production. In the event that the actual production costs for the Project have exceeded the thresholds set forth in Section 1.C. herein, full payment of any additional sums necessary to bring each Performer's rate of pay in compliance with the minimum rates specified in the applicable SAG-AFTRA Agreement automatically become due and payable. Pension and Health contributions must also be paid on these additional amounts. The determination of the applicable SAG-AFTRA Agreement shall be at SAG-AFTRA's sole discretion.

**PRODUCER
AGREED AND ACCEPTED:**

**SAG-AFTRA
AGREED AND ACCEPTED:**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

PRINT NAME AND TITLE

DATE

DATE

EXHIBIT A

RATES

MODERATE LOW BUDGET PROJECT AGREEMENT

Performers	7/1/2022	7/1/2023
Day Performer	\$379	TBD
Weekly	\$1,315	TBD
Daily Stunt	\$379	TBD
Weekly Stunt Performer	\$1,412	TBD
Daily Stunt Coordinator (employed at less than "Flat Deal" minimum)*	\$1,082	TBD
Weekly Stunt Coordinator (employed at less than "Flat Deal" minimum)*	\$4,034	TBD
Stunt Coordinators (Employed On A "Flat Deal" Basis) Per Day*	\$1,682	TBD
Stunt Coordinators (Employed On A "Flat Deal" Basis) Per Week*	\$6,636	TBD

*Stunt Coordinators rates for Daily, Weekly and "Flat Deal" Stunt Coordinators track the rates in Schedule K-I, K-II or K-III of the Basic Agreement that are current at the time of photography. (Current rates from the Basic are reflected in the table above.)

Daily Singer Rate

Solo/Duo	\$410	TBD
Groups 3-8	\$359	TBD
Groups 9+	\$314	TBD
Mouthing 1-16	\$301	TBD
Mouthing 17 or more	\$234	TBD
Sweetening (with or without overdubbing) additional (per day)	+100%	TBD
Overdubbing only, an additional	+33-1/3%	TBD

Daily Singer Contractor Rate

Contractor 3-8	+50%	TBD
Contractor 9+	+100%	TBD

Weekly Singer Rate

Solo/duo	\$1,315	TBD
Groups 3-8	\$1,206	TBD
Groups 9 or more	\$1,097	TBD
Step out (per day) up to 15 cumulative bars	\$205	TBD
Step out (per day) 16+ cumulative bars, or if detained 1 hour + after group released, to perform a solo or duo of any length	\$410	TBD

Dancers employed by the day

Solo and duo	\$379	TBD
Group 3-8	\$332	TBD
Group 9+	\$290	TBD
Rehearsal	\$223	TBD

Dancers employed by the 5-day week

Solo and duo	\$1,218	TBD
Group 3-8	\$1,117	TBD
Group 9+	\$1,016	TBD

Airplane Pilots Rate**Studio**

Daily	\$506	TBD
Weekly	\$1,412	TBD

Location rates

Daily (including taxiing) and flying	\$659	TBD
Weekly	\$1,412	TBD
Weekly taxing/flying adjustment	\$434	TBD

Background Actors (when covered)

Schedule X, Part I & Part II	\$187	TBD
------------------------------	-------	-----

Special Ability Background Actors (when covered)

Schedule X, Part I & Part II	\$197	TBD
------------------------------	-------	-----

Stand-Ins / Photo Doubles (when covered)

Schedule X, Part I & Part II	\$219	TBD
------------------------------	-------	-----

NOTE: The above weekly rates apply to the five (5) day "studio week" only. For a six day "overnight location week", the Performer must automatically receive an additional four (4) hours overtime at "straight time" rates. The weekly rate stated on the employment contract must be the five (5) day "studio week" rate whether an overnight location is involved or not. All overtime must be computed on the five (5) day "studio week" rate.

P&H CONTRIBUTION RATES

The P&H rate for Performers effective as of 7/1/2022 is 21%

The P&H rate for Background Actors effective as of 7/1/2022 is 20.5%

In the event of a conflict between the rates set forth in this Exhibit A and Section 3 of the MPA, Section 3 shall govern.

EXHIBIT B

DISPUTE RESOLUTION

1) Grievance and Arbitration

With the exception of disputes subject to the expedited procedures described in Section 2 below, the following grievance and arbitration procedures apply to arbitrable disputes (notwithstanding the process below, the Union will follow the arbitration provisions contained in the Basic Agreement):

A) Time Limits

Proceedings for grievance of a claim will be commenced by sending a written grievance within 12 months following the date on which the party initiating the proceedings knew or should have known of the facts upon which the claim is based.

B) Grievance Procedure

Within 10 working days after the filing of a grievance, authorized representatives of the Producer and SAG-AFTRA (or, with the written consent of SAG-AFTRA, the Performer) may discuss and attempt to settle the dispute.

C) Arbitration

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

i) Institution of Arbitration

SAG-AFTRA or Producer must deliver to the other a written demand for arbitration setting forth the basis for the dispute not later than 12 months after initiating the grievance.

ii) Service of Demand

The demand for arbitration will be served upon the other party at the party's last-known address by any of the methods set forth in the MPA. The other party may file a written reply within 10 days following the delivery of the demand for arbitration.

iii) Arbitrator Selection

Within 15 days of the date the arbitration demand is served upon Producer, the parties shall in good faith attempt to mutually agree upon an arbitrator to hear and determine the dispute from the list set forth in the Basic Agreement.

If the parties cannot agree upon the arbitrator to be appointed, then each party may alternately strike one name from the list until one arbitrator is left. A coin toss 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 complaining party to initiate arbitrator selection within the times set forth will not waive or prejudice any grievance unless: (a) the responding party provides written notice to the complaining party that it will be materially prejudiced if arbitrator selection does not commence promptly; (b) the notice provided by the responding party sets forth a date by which to commence arbitrator selection; (c) the complaining party fails to engage in arbitrator selection by the date set forth in such notice; and (d) the responding party can demonstrate it was, is, or will be materially prejudiced by such delay.

iv) 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 disqualify that arbitrator from hearing the dispute.

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 New York.

v) 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 30 days prior to the arbitration hearing, 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.

vi) 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

MPA. Nothing herein gives the arbitrator the authority, power, or right to alter, amend, change, modify, add to, or subtract from any provision of this MPA.

vii) 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.

viii) Expiration of this MPA

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

ix) Waiver or Extension of Time Limits

All time limits provided in this Exhibit B 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.

2) Disputes Subject to Expedited Arbitration Procedure

The following procedure applies only to disputes between SAG-AFTRA and the Producer concerning the interpretation or application of Sections 8 and 10 of this MPA.

A) Commencement of Proceedings

Expedited arbitration proceedings are initiated by sending written notice setting forth the particulars of the claim to the other party in accordance with the procedures described in Exhibit B, Section 1.C.ii.

B) Arbitrator Selection

A single arbitrator will be selected as set forth in Exhibit B, Section 1.C.iii. If the initial arbitrator is not available to hear a dispute within the time set forth herein, the parties may select an arbitrator pursuant to the Expedited Labor Arbitration rules of the American Arbitration Association (AAA), as modified herein.

C) Timing and Place of Hearing

Subject to the arbitrator's availability, the hearing will commence within 20 days following the respondent's receipt of the notice. All expedited arbitration hearings under this section 2 will be held in SAG-AFTRA's office in Los Angeles, absent agreement of the parties to another situs.

D) Award of the Arbitrator

Within 10 business days following the close of the arbitration hearing or submission of post-hearing briefs, whichever is later, the arbitrator shall issue a written decision and award on the issue presented. The arbitrator's failure to meet the deadline will not deprive them of jurisdiction over the dispute or render the award invalid. The award of the arbitrator will be final and binding upon all parties to the proceeding and judgment upon the award may be entered in any court having jurisdiction.

E) Equitable and Injunctive Relief Allowed

The arbitrator may order injunctive or equitable relief, including enjoining the exploitation of the Project pending full payment of all amounts due hereunder.

F) Miscellaneous

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and Producer will share equally the cost and expenses of the arbitrator. Termination or expiration of the MPA will not affect the application of the arbitration provisions of this MPA to arbitrable disputes arising on projects producers during the term of this MPA. The time limits provided in this Exhibit B may not be extended or waived except by written agreement of the parties.