

SAG-AFTRA SOUND RECORDINGS CODE

APPENDIX

ARTIFICIAL INTELLIGENCE AGREEMENT

1. Definitions

The terms “artist,” “singer,” and “royalty artist” under this agreement only include humans.

A “Digital Voice Replica” is a replica of the voice of a specific individual Artist that (i) is generated using digital technology; (ii) is created exclusively from recordings featuring the voice of that individual Artist or Digital Voice Replicas thereof; (iii) can be used to create sound recordings that intentionally recreate and feature the voice of that individual Artist in the nature of a vocal clone in lieu of the Artist actually performing and in a manner so as to be readily identifiable as and attributed to that individual artist; and (iv) is not a recording of the actual vocal performance of that Artist. For the avoidance of doubt, samples of other sound recordings, remixes, “sound alike” performances, or the product of any of the existing digital technologies as described in Section 2 below are not a Digital Voice Replica.

A single Covered Sound Recording may contain more than one Digital Voice Replica. By way of example, a Sound Recording of a “Digital ABBA” may utilize four separate Digital Voice Replicas of each individual Artist to create such sound recording. However, using the four Digital Voice Replicas and/or actual voices to create a single synthetic voice is not a Digital Voice Replica and is governed by the terms of Section 5 of this provision.

2. Existing Technologies and Practices

The parties acknowledge that each Company has historically used digital technologies, including without limitation so-called “traditional AI” technologies, during all stages of sound recording production, and nothing herein shall preclude or limit the use of such digital technologies in the traditional and historic manner.

By way of example, such digital technologies have been used to reproduce or alter an Artist’s voice (including changing the pitch, timing, tone, timbre, tempo or rhythm of recorded tracks and any use of plugs-ins), to amplify or multiply elements of sound recordings, and to clean, process, or isolate music tracks (including, but not limited to, the traditional/historic use of Logic, ProTools, Antares Auto-Tune, Celemony Melodyne, Soundtoys Little AlterBoy, Waves Tune, iZotope Nectar, etc.)

3. Consent

The Company shall obtain the consent of an Artist in order to release a Covered Sound Recording if such Covered Sound Recording features a Digital Voice Replica of that Artist.

No consent is required when the use is of a type protected by the First Amendment to the United States Constitution.

The provisions of this section apply to sound recordings created with the use of a Digital Voice Replica, on or after the ratification date of this Agreement.

Consent, as provided for herein, must be clear and conspicuous, and must be in a separate writing based on a reasonably specific description of the intended use(s).

After the ratification date of this Agreement, newly provided consent for the use of a Digital Voice Replica in a Covered Sound Recording must be provided on a per project basis. Nothing herein shall limit the ability of a Company to rely on consent provided by a Royalty Artist prior to the ratification date of this

Agreement (regardless of whether it was on a per project or other basis, or whether it was in separate writing).¹

For these purposes, a “per project basis” shall include all substantially similar uses on the same project.

For avoidance of doubt, when creating an entire album, the album (not each individual track) shall be considered the project. Further, consent for the use of a sound recording which uses a Digital Voice Replica in connection with a performance for a concert series, a series of live-streamed performances, etc., may be obtained on a blanket basis.

Any consent that an Artist granted during their lifetime shall be unaffected by the Artist’s death unless explicitly limited otherwise. In the event an Artist is deceased at the time the Company seeks consent (and the Company has not already obtained any required consent during the Artist’s lifetime or Artist’s consent is no longer valid after death), the Company shall make a good faith effort to obtain the consent of the authorized representative who represents the deceased Artist’s exclusive rights as determined by applicable law. If the Company is unable to identify or contact any authorized representative of the Artist, the Company may inform the Union if it still wishes to obtain the consents required by this Agreement and the Union will first make a good faith effort to identify an authorized representative of the Artist, and if unable to do so, the Company may then request that the Union grant consent on behalf of the deceased Artist. The Union may grant or deny such consent in its reasonable discretion. Presuming the Union grants such consent, such consent shall remain binding even if an authorized representative is later found.

Digital Voice Replicas may not be used to avoid any exclusivity or re-recording restriction provisions in the Artist’s contract pursuant to which an Artist performs

¹ Notwithstanding the foregoing, the Company may obtain such consent on a blanket basis in connection with an arms-length transaction at fair market value for acquisition of all or a portion of an Established Artist’s professional assets (e.g., publishing rights, sound recording royalties, public performance royalties, merchandise, etc.). An Established Artist is defined as an artist (solo or a group) that has received royalties from any Company (including earnings from being a member of a group) under a royalty agreement of at least \$7 million during their career.

services covered by this SAG-AFTRA collective bargaining agreement (i.e., provisions which restrict an Artist's ability to exploit or authorize others to exploit sound recordings or otherwise provide services that, if performed for the Company, would be the subject of this collective bargaining agreement – "Restricted Activity"). Accordingly, such provisions shall also be understood to cover Digital Voice Replicas (i.e., Artist shall not use or otherwise authorize the use of Digital Voice Replicas to engage in any Restricted Activity), except as otherwise specifically negotiated and mutually agreed between the Artist and the Company in writing.

In the event of a dispute over whether the Company has the proper consent, the applicable Artist (or the appropriate party pursuant to the foregoing provision if the Artist is deceased at the time of the dispute) may request that Company cease distribution of the track. If the Company makes good faith efforts as soon as reasonably possible to cease such distribution, no further action may be brought by the Artist or the Union in any forum and no further relief of any kind may be granted. In the event that the Company does not make good faith efforts as soon as reasonably possible to cease such distribution, the dispute shall be subject to and addressed solely through the grievance and arbitration provisions of the Sound Recordings Code. In any such arbitration proceeding, the remedies shall be limited to an order to cease the Company's distribution of the track in question, a bar on any future exploitation of such track by the Company (absent any future consent from the Artist) and the Artist may recover only direct, actual monetary damages for breach of contract determined to have been caused by the applicable breach of this Agreement (if any) not to exceed the Company's net revenue ("net revenue" is defined to mean revenue derived by the Company directly from the distribution of the track, less talent payments and actual direct, third-party expenses and costs (e.g., artist and publishing royalties, payments under any collective bargaining agreement, distribution fees)).

4. Compensation

The Company's use of a Digital Voice Replica in a released recording shall be compensated for Royalty Artists per their Artist Agreement and for non-Royalty Artists, as three sides.

The Company shall notify an Artist at least 48 hours prior to commencing a session where the Artist is required to be present to provide covered services specifically to create a Digital Voice Replica, or at the time of engagement if engaged less than 48 hours in advance of the session. When a non-Royalty Artist provides covered services for purposes of creating a Digital Voice Replica, any such time spent by the Artist is considered work time, and Company shall compensate the Artist for such work in accordance with the Sound Recordings Code.

5. Generative Artificial Intelligence / Synthetic Voices

A "Synthetic Voice" is a digital asset that: (i) is created using generative artificial intelligence; (ii) is intended to create, and does create, the clear impression that the asset is an individual Artist who is not recognizable as any identifiable individual Artist; (iii) is not the voice of an individual Artist (including the digital or other manipulation of the actual voice); (iv) is not a Digital Voice Replica (as defined in Paragraph 1 above); and (v) is created without engaging any Artist(s) in a recording session. If the Company releases a sound recording: (a) which uses Synthetic Voices in place of Artists who would have been engaged under this Agreement; and (b) which is protected under U.S. copyright law, the Company agrees to treat such sound recording as a Covered Recording (a "Purely Synthetic Voice Track" or "PSVT") solely for the purpose of Digital Exploitation of Covered Product as set forth in Appendix A of the Sound Recordings Code.

The Company agrees that Purely Synthetic Voice Tracks will be included in the reporting required by the Preamble to the Sound Recordings Code (identified as PSVTs) when the Company licenses a PSVT for use in another medium. Upon request after receiving such reporting, the Company agrees to give the Union an opportunity to bargain in good faith over appropriate consideration, if any, for the

use of such PSVT in the other medium. The no-strike/no-lockout provisions of this Agreement shall remain in place at all times during such negotiations. These obligations shall sunset on and not continue past 11:59 p.m. on December 31, 2026.

6. Evolving Technologies

The parties agree that the use of generative artificial intelligence and Digital Voice Replicas are at their outset and are likely to evolve in the coming years. To this end, the parties agree to meet during the term of this Agreement no more than semi-annually upon request by either party, subject to appropriate confidentiality agreements, to discuss and review, in good faith, information related to the Company's use and intended use of generative artificial intelligence in sound recordings, and agree that the issues addressed in this Agreement shall be subject to review and further negotiation upon the expiration of the current Sound Recordings Code. Nothing in this subsection shall affect either party's ability to file or pursue a grievance under the terms of the Sound Recordings Code for the alleged breach of any part of this Agreement.