

August 31, 2022

**2022 MEMORANDUM OF AGREEMENT
BETWEEN THE SCREEN ACTORS GUILD-AMERICAN
FEDERATION OF TELEVISION AND RADIO ARTISTS
AND NETFLIX STUDIOS, LLC**

This Memorandum of Agreement is entered into between the Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter referred to as “SAG-AFTRA” or “the Union”), on the one hand, and Netflix Studios, LLC (hereinafter “Netflix” or “Producer”), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the current agreement between the parties, *i.e.*, the Memorandum of Agreement for the 2019 SAG-AFTRA-Netflix Agreement (hereinafter referred to as the “Netflix Agreement”), as well as the Producer-SAG-AFTRA Codified Basic Agreement of 2020 (“CBA”) and the 2020 SAG-AFTRA Television Agreement (“TVA” and collectively with the CBA, the “2020 SAG-AFTRA Agreements”) which apply to the Netflix Agreement, subject to conforming changes.

Except as modified herein, the terms of the Netflix Agreement shall remain the same, subject to conforming changes. The appropriate provisions herein shall be incorporated in the 2022 SAG-AFTRA-Netflix Agreement, except as provided below and subject to conforming changes. The language in this Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise. Wherever reference in this Memorandum of Agreement is made to “Schedules,” such reference shall mean the Schedules appended to the CBA.

Except when another effective date is specified, the terms set forth in this Memorandum of Agreement shall be effective on the first Sunday following the date Netflix receives written notification of ratification by SAG-AFTRA.

1. Term

The term of the provisions negotiated in this 2022 Netflix Agreement will begin on August 2, 2022 and will remain in effect through the term of the successor agreement to the 2020 SAG-AFTRA Agreements (the “2023 SAG-AFTRA Agreements”).

2. Exclusivity (Union Proposal No. 10.c.)

Add Paragraph 5.B. to the Netflix Agreement (“Exclusivity”) as follows (and renumber current Section 5 to Section 5.A.):

“5. Exclusivity

* * *

“B. For contracts entered into on or after [90 days following Netflix’s receipt of notice of ratification by SAG-AFTRA National Board],

Sections 23(a)(3) and 23(a)(4) of the TVA (“Exclusivity”) are modified as follows:

- “1. Increase the money break from:
 - “i. \$15,000 per week or per episode for one-half (½) hour programs to \$65,000 per week or per episode; and
 - “ii. \$20,000 per week or per episode for programs one-hour (1) or over in length to \$70,000\$40,000 per week or per episode for all programs.
- “2. Increase the three (3) television guest star appearances ~~in each thirteen (13) week period to eight (8) guest star appearances in a television or New Media program in each thirteen (13) week period.~~ to be unlimited guest star appearances on live-action and animated television and New Media programs. In addition, the performer retains the right to accept one (1) second position series regular role or one (1) second position leading role (i.e., Schedule F) in a multi-part, closed-end picture in each calendar year.
- “3. Allow ~~six (6) five (5) of the eight (8)~~ five (5) of the eight (8) guest star appearances to be in a recurring or continuing role on the same season of a series or multi-part, closed-end picture.
- “4. Guest star appearances, second position series regular roles and second position leading roles in multi-part, closed-end pictures (collectively “Permitted Appearances”) shall be subject to the following:
 - “a. Netflix Performer will remain in first position on the Netflix series for which the performer is under contract as a series regular and Netflix will only exercise its first position rights for legitimate work-related reasons.
 - “b. Performer must confirm availability/scheduling with Netflix prior to accepting the Permitted Appearance ~~guest star engagement;~~

- “c. Permitted Appearances~~Guest star appearances~~ may not be in a role that is substantially similar¹ to the performer’s role on the Netflix series;
- “d. Performer may not voluntarily make changes to performer’s physical appearance (including, but not limited to, length, and color of hair) that are not readily reversible (e.g., temporary hair dye is acceptable, but cutting performer’s hair is not) in connection with the Permitted Appearances~~guest star~~ role;
- “e. ~~No two series performers on the same Netflix series may be engaged on the same television or New Media program in the same production season of the Netflix series;~~
- “f. ~~Permitted Appearances~~Guest star roles may not parody Netflix, the Netflix series, or the performer’s role in the Netflix series; and
- “g. Performer may appear in promotional materials, not perform publicity, advertising, or marketing of any kind for the Permitted Appearance(s) or services for the television or other New Media program on which the program(s) is exhibited, except Performer may not agree that the performer’s name and/or likeness may not appear alone or more prominently than any other performer in any “key” art and the performer may not appear alone or more prominently than any other performer in photography or sound track reused in a trailer promoting the program, series or service for the Permitted Appearance(s) ~~be used in any publicity, advertising, or marketing for the television or other New Media program;~~ and
- “h. ~~For recurring or continuing roles, performer’s guest star appearances may not be in a television or New Media program made for:~~

¹ During the negotiations of the 2022 Netflix Agreement, the parties discussed that there are a number of factors which contribute to a role including, but not limited to, genre, setting (i.e., locale, time period, etc.), theme, plot and premise of the show as well the distinct, identifiable and detailed characteristics and storyline(s) of the performer’s character. The parties agreed that common, general traits shared between two (2) roles (e.g., being a dad or a cowboy) does not rise to the level of being considered “substantially similar.”

- ~~“i. Pay television;~~
- ~~“ii. A streaming platform;~~
- ~~“iii. A linear channel that has the right to exhibit the episode on a streaming platform prior to or within thirty (30) days of its initial airing on the linear channel; or~~
- ~~“iv. A channel, market, or platform that is not known at the time of engagement.~~

“Netflix, however, shall not use the restrictions listed in this subparagraph 4 as an automatic basis for preventing a series regular from accepting an employment offer. Netflix agrees to work cooperatively with the other employer, the performer, the performer’s representative, and where appropriate, the Union, to allow the performer to accept the offer whenever possible. In addition, Netflix will maintain a record of such requests, Netflix’s response and the reasons for the response and review those records with the Union at least twice per year upon request.”

“5. Netflix will notify the performer(s) in writing when they will not be required to confirm availability or schedule with Netflix prior to accepting a role in a Permitted Appearance during a particular time period (a “Conflict-Free Window”) between the performer’s completion of principal photography for a season and performer’s commencement of principal photography for the subsequent season. Such Conflict-Free Windows are subject to the following:

“a. The Conflict-Free Window between each season shall be no less than three (3) consecutive months in length.²

“b. Netflix’s written notice of a Conflict-Free Window shall be given to the performer(s) in writing no less than thirty (30) calendar days in advance of the start of the Conflict-Free Window.

“c. During a Conflict-Free Window, performer will use best efforts to be available for date(s) requested by Netflix or performer will propose reasonable alternative dates

² Netflix agrees that it will use good faith reasonable efforts to provide the performer with a Conflict-Free Window that is longer than the three (3) month minimum consistent with the information available at the time when the notice of the Conflict-Free Window is provided to the performer. To the extent the length of the Conflict-Free Window may be extended, Netflix will notify the performer of such extension as soon as practicable.

for such services in connection with the Netflix series (including, but not limited to, recalls for added scenes and reshoots, ADR/looping, promotional/publicity services);

“d. Services for the Permitted Appearance(s) must be completed within the Conflict-Free Window, provided that if the services cannot or will not be completed within the Conflict-Free Window, then the exclusivity provisions applicable to periods other than the Conflict-Free Window will apply to the portion of such services that do not fall within the Conflict-Free Window (i.e., Netflix will return to being in first position on the Netflix series);

“e. All other limitations set forth in subparagraph 4 continue to apply to any engagements in a Permitted Appearance during a Conflict-Free Window;

“f. For the avoidance of doubt, Netflix may provide Conflict-Free Windows on a performer-by-performer basis and each performer’s Conflict-Free Window does not have to be the same length of time or over the same time period;

“g. In the event that Netflix fails to either provide (i) written notice releasing the performer from their obligations under the performer contract or (ii) the performer with written notice a Conflict-Free Window prior to the expiration of performer’s option period (subject to any extensions) as provided in Section 24 (“Options”) [as modified by Section 4.B. to the 2022 Netflix Agreement], Netflix shall pay the performer a penalty fee (“Conflict-Free Window Penalty Fee”) which shall be an amount equal to the episodic fee specified in the performer’s contract for the preceding season; and

“h. Notwithstanding the foregoing, a Conflict-Free Window will not be required for any hiatus period which is less than four (4) months between the completion of principal photography for a season and commencement of principal photography for the subsequent season.”

3. **Options** (Union Proposal No. 10.a.)

Add Paragraph 4.B. to the Netflix Agreement (“Options”) as follows (and renumber current Section 4 to Section 4.A.):

“4. **Options**

* * *

“B. For contracts entered into on or after [90 days following Netflix’s receipt of notice of ratification by SAG-AFTRA National Board], Section 24(c) of the TVA (“Options”) shall be modified as follows (and renumber current Section 24(d) of the TVA to Section 24(e):

“24. **OPTIONS**

* * *

“(c) Option Period Between Seasons

“Options for an additional season of the series~~contract year~~ with a performer employed under a series contract or a performer engaged as a guest performer with an option to be employed under a series contract in a subsequent season who is guaranteed less than ~~\$65,000~~\$32,000 per week or per episode for one-half (½) hour programs (or less than ~~\$70,000~~\$40,000 per week or per episode for programs one-hour (1) or over in length~~contracts entered into on or after November 1, 2019~~), on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, ~~2023~~2018, shall be subject to the following:

“a) The option period shall commence upon ~~commencement~~completion of the ~~—~~principal photography of the ~~first~~last episode of the season of the series (excluding the pilot if the season has not yet been ordered when such pilot is produced) and shall end no later than ~~eighteen (18) months~~one (1) year thereafter, unless Producer extends the option period pursuant to subsection b) below.

“b) The Producer may extend the option period no more than ~~three (3)~~two (2) times by a period of up to three

~~(3) six (6)~~ months each, by paying the performer an option extension fee which shall be (“Option Extension Fee”) an amount equal to the episodic fee specified in the performer’s contract for the preceding season for each period of up to three (3) ~~six (6)~~ months.

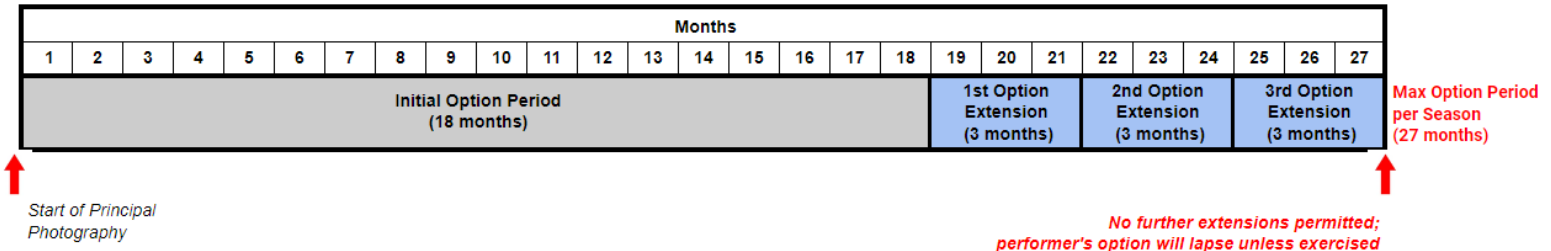
“The Option Extension Fee(s) ~~foregoing payment~~ may not be credited against future episodic fees.

“c) If the Producer has not exercised the performer’s option for the additional season within twenty seven (27) months from the beginning of principal photography of the current season, the performer’s option shall lapse and Producer shall have no right to further extend the performer’s option period.

“d) The option periods (including any extensions) described in this Section 24(c) may be suspended due to a force majeure event as described in Section 61 of this Agreement.

“A performer guaranteed ~~\$65,000~~ ~~\$32,000~~ or more per week or per episode for one-half (½) hour programs (or \$70,000 ~~\$40,000~~ or more per week or per episode for programs one-hour (1) or over in length ~~for contracts entered into on or after November 1, 2019)~~ under a series contract on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018 may bargain without limitation with regard to options for additional contract year(s).

“The following illustrates the option rules described in this Section 24(c):



“(d) Return to Work Following Exercise of Option For Subsequent Season

“If Producer has exercised an option for an additional seasons of the series with a performer employed under a series contract who is guaranteed less than \$65,000 per week or per episode for one-half (½) hour programs or less than \$70,000 per week or per episode for programs one-hour (1) or over in length, performer’s services on such subsequent season shall commence within three (3) months from the end of the prior option period (i.e., eighteen (18) months from the commencement of principal photography of the first episode of the prior season of the series subject to the option extension(s)) subject to the following:

“a) If the Producer has not commenced performer’s services on the subsequent season within three (3) months from the end of the prior option period, the Producer shall pay the performer a season delay fee which shall be (“Season Delay Fee”) an amount equal to the episodic fee specified in the performer’s contract for the current season.

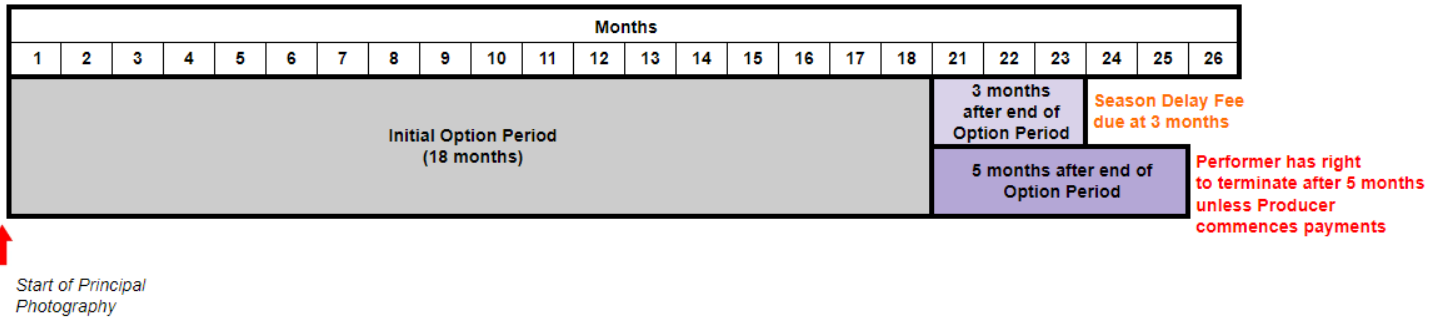
“The Season Delay Fee may not be credited against future episodic fees.

“b) If the Producer has not commenced the performer’s services on the subsequent season within an additional two (2) months from the end of the period listed in subparagraph a) above (i.e., five (5) months from the end of the prior option period), the performer shall have the right to terminate the employment. If the performer provides such written notice of termination, Netflix must, within five (5) business days after receipt of such notice, either: (i) notify the performer in writing that it will commence and continue thereafter to pay performer their full compensation for the season (and such commencement of payments shall start the eighteen (18) months option period as set forth in Section 24(c)b) above for that season); or (ii) the performer’s termination will become effective. Any such payments may constitute advances if episodes for the season are ultimately produced within eighteen (18) months from the date of the performer’s written notice of termination to the Producer.

“c) The periods described in this Section 24(d) above may be suspended due to a force majeure event as described in Section 61 of this Agreement.

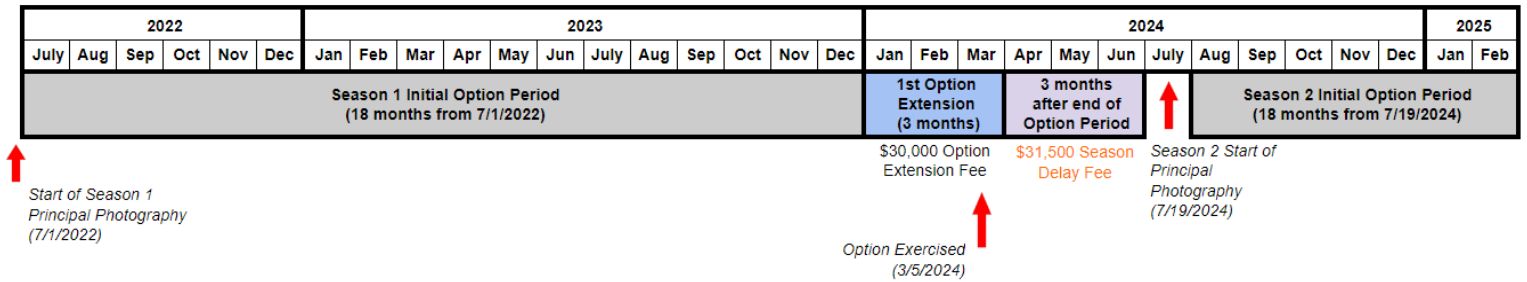
“A performer guaranteed \$65,000 or more per week or per episode for one-half (½) hour programs or \$70,000 or more per week or per episode for programs one-hour (1) or over in length under a series contract may bargain without limitation with regard to payments for delays between seasons.

“The following illustrates the return to work following exercise of an option for a subsequent season rules described in this Section 24(d):



“The following example will show the operation of the option and return to work provisions described in Section 24(c) and (d) above:

“Performer is engaged under a series contract for a 10 episode straight to series order (i.e., no pilot is produced) with options for 3 additional seasons. The performer’s salary is \$30,000 per episode with a five percent (5.0%) increase each season. Principal photography of the first episode of the first season commences on July 1, 2022. The Producer’s option period over that performer for the second season will expire on December 31, 2023. Producer is unable to exercise performer’s option for season 2 by that date and extends performer’s option by another three (3) months (i.e., through March 31, 2024) by paying the performer a non-recoupable \$30,000 Option Extension Fee. Producer exercises performer’s option for season 2 on March 5, 2024. Producer is required to commence performer’s services on season 2 no later than June 30, 2024 (i.e., 3 months following the end of the extended option period). If Producer does not commence performer’s services on season 2 until July 19, 2024, Producer must pay performer a non-recoupable \$31,500 Season Delay Fee.



4. Consecutive Employment (Union Proposal No. 4; Netflix Proposal Nos. 2.b, 2.e.. & 3)

Modify Paragraph 3 (“Consecutive Employment”) of the Netflix Agreement as follows:

“3. Consecutive Employment

“Modify the provisions of Schedules A, B, and C of the CBA that pertain to Consecutive Employment as follows:

“A. A performer engaged by the day on an episode of an episodic series or a part of a multi-part, closed-end picture may be recalled for any purpose in connection with performer’s work on such episode or part after a lapse of ten (10) days without the payment for intervening time. A soft pick-up date for such subsequent call needs to be given at the time of the performer's original employment, and shall operate as follows:

“i. If performer obtains a bona fide offer of employment that would conflict within ~~four (4)~~~~five (5)~~ days prior to or ~~four (4)~~~~five (5)~~ days after the soft pick-up date, performer shall promptly notify the Producer and Producer will use best efforts to either guarantee a pick-up date or modify the soft pick-up date so as not to interfere with performer’s bona fide offer of employment by the end of the day that performer notifies Producer if the notification occurs before noon or by noon on the following day if the notification occurs after noon on the preceding day, but Producer must in any event exercise its rights, as specified in this subparagraph, within twenty four (24) hours from receipt of the notice.

“ii. Soft pick-up dates may be utilized up to three (3) times per performer per episode or part. However, if Producer modifies a performer’s soft pick-up date to accommodate a performer (including if a modification is in accordance with subparagraph

(i) above), such soft pick-up date shall not count as one of the three (3) soft pick-up dates for such episode or part.

“iii. The second soft pick-up date does not need to be provided to performer until the completion of services of the work period associated with the first soft pick-up date. The third soft pick-up date(s) does not need to be provided to performer until the completion of services of the work period associated with the second soft pick-up date.

“iv. Soft pick-up dates are subject to performer’s professional availability.

“v. If a performer is picked up as a three-day or weekly performer during any of the ~~three (3)~~ soft pick-ups, the performer’s negotiated three-day or weekly rate, but no less than the applicable scale rates, and contract provisions for such employment will apply to performer during that employment period.

“B. A freelance performer engaged by the week on an episodic series or on a multi-part, closed-end picture may be recalled for any purpose in connection with performer’s work on such episode after a lapse of ten (10) days without the payment for intervening time. Soft pick-up date(s) per 3.A. above shall apply except only two (2) soft pick-up dates may be used per performer per episode. If performer is recalled on a daily basis, payment for the pick-up date(s) must be paid at the performer’s pro rata daily rate but not less than daily scale and the contract provisions applicable to a day performer will apply during that work period. If a performer is recalled on a three-day basis, payment for the pick-up date(s) must be paid at the performer’s negotiated rate but not less than three-day scale and the contract provisions applicable to a three-day performer will apply during that work period.

“C. i. _____ “Modified Deal Performer” (applicable to episodic series and multi-part, closed-end pictures only): Performers who are guaranteed not less than twenty one thousand five hundred thirty eight dollars (~~\$21,538~~~~\$20,000.00~~) (which is subject to any general wage increases) per episode or part may be engaged under a Modified Deal Performer contract. Under a Modified Deal Performer contract, total work time may not exceed ten (10) days times the number of episodes or parts guaranteed and the overall production period may not exceed thirty (30) calendar days times the number of episodes or parts guaranteed. Additional days beyond the permitted total work time shall be paid at

the performer's *pro rata* daily rate but not less than daily scale. Performers may bargain freely with respect work dates within the overall production period and work dates do not need to be consecutive. Unless otherwise provided in the performer's individual contract, the Producer shall have the right to intermingle episodes or parts and require performer to perform in more than one (1) episode or part in a day. Performers engaged under a Modified Deal Performer contract are governed by Schedule C."

ii. "Modified Guest Performer" (applicable to episodic series and multi-part, closed-end pictures only): Performers who are guaranteed not less than fourteen thousand dollars (\$14,000) (which is subject to any general wage increases) per episode may be engaged under a Modified Guest Performer contract. Under a Modified Guest Performer contract, total work time may not exceed eight (8) days times the number of episodes guaranteed and the overall production period may not exceed twenty three (23) calendar days times the number of episodes guaranteed. Additional days beyond the permitted total work time shall be paid at the performer's pro rata daily rate but not less than daily scale. Performers may bargain freely with respect to work dates within the overall production period and work dates do not need to be consecutive. Unless otherwise provided in the performer's individual contract, the Producer shall have the right to intermingle episodes and require performer to perform in more than one (1) episode in a day. Performers engaged under a Modified Guest Performer contract are governed by Schedule C.

iii. Work days during the first thirty (30) days following engagement for a Modified Deal Performer or the first twenty three (23) days for a Modified Guest Performer shall be scheduled and communicated to the performer at the time of engagement; all other work days shall be scheduled on an "on or about" basis and communicated to the performer at least fourteen (14) days in advance. If notice of work days are not provided within the time frames set forth in the preceding sentence, such work days are subject to the performer's professional availability. Nothing shall preclude the performer and the Producer from agreeing to amend, modify, postpone or cancel work dates which have been previously provided to the performer.

5. Juneteenth Holiday (Union Proposal No. 8)

Modify Paragraph 11 ("Holidays") of the Netflix Agreement as follows:

“The parties agree that Martin Luther King, Jr. Day and Juneteenth will be ~~added~~~~observed~~ as a ~~holiday~~s in lieu of Good Friday as listed in all applicable holiday provisions of the ~~2020~~~~2017~~ SAG-AFTRA Agreements.”

6. Albuquerque Background Actor Zone (Union Proposal No. 3.a.)

Add a new Paragraph 25 (“Albuquerque Background Actor Zone”) to the Netflix Agreement that provides as follows:

“For a motion picture, program, mini-series or season of a series which commences principal photography on or after January 1, 2023, add Section 1.d)(7) to Schedule X, Part I of the CBA as follows:

“(7) The “Albuquerque Background Actor Zone” referred to by this Schedule shall be an area within a circle of thirty (30) air miles in radius from the Albuquerque City Hall. Except as provided below, all of the applicable terms and conditions of this Agreement shall apply to all persons, up to the first ten (10) background actors (including, swimmers, skaters and dancers but excluding stand-ins) employed each day under this Agreement, performing background actor work within the “Albuquerque Background Actor Zone.”

“The following provisions of Schedule X, Part I shall not apply to background actors employed to work within the “Albuquerque Background Actor Zone”:

- Section 1(c) “Scope of Schedule and Recognition - Numerical Limits”;
- Section 32 “Nearby Locations Defined”;
- Section 35 “Nearby Locations - Work Time; Travel Time”; and
- Section 42 “Preference of Employment””

7. High Budget SVOD Residuals for Stunt Coordinators (Union Proposal No. 14)

Add a new Paragraph 26 (“Stunt Coordinator High Budget SVOD Residuals”) to the Netflix Agreement that provides as follows:

For a High Budget SVOD program, episode of a series or part of a mini-series which commences principal photography on or after 90 days following Netflix’s receipt of notice of ratification of the 2022 Netflix Agreement by SAG-AFTRA, Netflix will agree to add subparagraph Paragraph E(5)(iv) to the Sideletter H of the TVA (and make confirming changes to Paragraph E. of Sideletter 21 to the CBA) as follows:

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

* * *

“(iv) If not otherwise engaged as an on-camera stunt performer in a program, episode of a series or part of a multi-part, closed-end picture, a stunt coordinator shall participate in residuals for “Subsequent Use on the Domestic Subscription Consumer Pay Platform on which the High Budget SVOD Program Was Initial Exhibited” and “Use on a Foreign Subscription Video-on-Demand Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Video-on-Demand Consumer Pay Platform” as set forth in subparagraphs (a)(ii) and (iii) of Paragraph E(5) above; however, such stunt coordinator’s residuals shall be calculated based on the day performer rate in effect at the time of production for each program, episode of a series or part of a multi-part, closed-end picture in which the stunt coordinator rendered services (regardless of their Total Actual Compensation on the production or the Applicable Ceiling applicable to the High Budget SVOD Program).”

8. Franchise Projects (Netflix Proposal Nos. 5.a. & b.)

Add a new Paragraph 27 (“Franchise Projects”) to the Netflix Agreement that provides as follows:

A. With respect to projects that are part of the same franchise including, but not limited to theatrical films, SVOD feature, episodic series, multi-part, closed-end pictures and one-time programs (individually referred to as a “Franchise Project”), modify Section 22 of the CBA and Section 36 of the TVA to allow for consent of reuse of photography or sound track from one Franchise Project in another Franchise Project (including for purposes of recapping the story to date and/or refreshing the recollection of the audience via flashbacks) to be obtained at the time of employment; however, consent must be separately obtained in an agreement separate from the performer’s employment contract (and shall not be obtained at the time of employment) for reuse of (i) nude photography or (ii) a “bloopers” excerpt that was not included in the original Franchise Project as originally exhibited (but not including deleted or alternative scenes that are not characterized as a “bloopers”). The minimum compensation due for such reuse shall be day performer minimum scale; however, the foregoing is not intended to alter the current exceptions to the reuse provisions under which there is no obligation to negotiate and/or pay. This shall only apply prospectively and may not supersede the terms of a personal services agreement.

- B. Modify Section 6.A.(5) of Schedule A, Section 15.D.(5) of Schedule B and Section 15.C.(5) of Schedule C to the CBA a to provide that consecutive employment provisions do not apply to a performer is employed on more than one Franchise Project for days intervening between workdays on one Franchise Project for which the performer is otherwise employed or paid for work on another Franchise Project. In the event that a given day is a hold day on multiple Franchise Projects, the performer needs only to be paid for one hold day, at the highest applicable rate. However, in no event will the application of this provision reduce the guarantee of employment for either Franchise Project.
- C. For purposes of this Paragraph 27, a “franchise” is defined as containing projects that are based on or related to an existing project(s) that was produced for “traditional” media or new media, to the extent that such production is covered under the terms of the Netflix Agreement, the CBA or the TVA.

9. Dubbing - Vocally Stressful Work (Union Proposal No. 7.a.)

Add a new Section 11 to Exhibit 2 of the Netflix Agreement (the “Netflix Dubbing Agreement”) that provides as follows:

“11. Vocal Stress

“Sessions that predominantly contain vocally stressful work will be no longer than two (2) hours and the Performer shall receive a premium equal to twenty five percent (25%) of their hourly rate for such session. Vocally stressful session are any work that risks damage or undue strain to the Performer’s voice which may be due to prolonged request for the Performer to enact: yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural voice textures, extensive whispering, high pitched vocal sounds, or any other voice/sound that is difficult/challenging for the Performer to deliver.”

10. Dubbing Rates (Union Proposal No. 7.c.)

The parties agree that the rates in the Netflix Dubbing Agreement increase by the same percentage and on the same effective dates as the general wage increase(s) in the successor agreement to the 2020 SAG-AFTRA Agreements.

11. Dubbing Session Length (Union Proposal No. 7.d.)

For foreign language motion pictures that commence principal recording of the dubbed soundtrack on or after July 1, 2023, modify Paragraph 2.a. of the Netflix Dubbing Agreement to provide for a three (3) hour minimum guarantee, except in the case of sessions that contain predominantly vocally stressful work (which for the avoidance of doubt shall be a two (2) hour

minimum guarantee but subject to the premium as set forth in Section 11 of the Netflix Dubbing Agreement).

12. Spanish Language Dubbing (Union Proposal No. 2.)

For foreign language motion pictures that commence principal recording of the dubbed soundtrack on or after [date that is 90 days following Netflix’s receipt of notice of ratification by SAG-AFTRA National Board], the third paragraph in the preamble and Paragraph 1 of the Netflix Dubbing Agreement (Exhibit 2 to the Netflix Agreement) are modified as follows:

“NETFLIX DUBBING AGREEMENT

* * *

“WHEREAS, SAG-AFTRA and the Producer have agreed upon modification of the Netflix Agreement with respect to the employment of Performers and Professional Singers (hereinafter collectively referred to as “Performer(s)”) for the purpose of dubbing English Language sound track to be used in connection with motion pictures initially produced in a language other than English, for the purpose of dubbing Spanish Language sound track to be used in connection with motion pictures initially produced in a language other than Spanish or for the dubbing of a new English or Spanish language sound track to replace an English or Spanish (as applicable) sound track which lacks the appropriate fluency in English or Spanish (as applicable), in accordance and upon the terms and conditions herein set forth:”

* * *

“1. Work Definition

“a. Dubbing Defined: Looping Not Included

“The Netflix Agreement is modified as herein set forth, but solely with respect to the employment of Performers for the purpose of dubbing English or Spanish language sound track to be used in connection with foreign language motion pictures. It is understood that “dubbing” as used in this Agreement refers to the recording of dialogue in English to substitute for dialogue in another language, the recording of dialogue in Spanish to substitute for dialogue in another language or the replacement of English or Spanish dialogue because the original performance lacked the appropriate fluency in English or Spanish (as applicable). The dubbing Performer must work “to picture”, synchronizing the on and off-camera dialogue of the English language script adaptation. “Looping” is not covered hereunder except, however, in circumstances where a star Performer loops his/her own

performance in a foreign produced motion picture in association with dubbing Performers. Otherwise, looping and ADR work are covered by the Netflix Agreement.”

13. California Fair Act (AB-437) (Netflix Proposal No. 3)

The parties agree that SAG-AFTRA will either:

- i. ensure that California Fair Act (currently proposed as Assembly Bill No. 437 (“AB-437”)) be withdrawn by Assembly Member Ash Kalra, the author of AB-437; or
- ii. Unpublished Sideletter No. 4 will be added to the Netflix Agreement as follows:

“August 1, 2022

“Duncan Crabtree-Ireland
“National Executive Director
“Screen Actors Guild - American Federation
“of Television and Radio Artists
“5757 Wilshire Blvd.
“7th Floor
“Los Angeles, CA 90036

“Dear Duncan,

“During the negotiations regarding the Options and Exclusivity provisions for the 2022 Netflix Agreement, (the “Agreement”) between Netflix Studios, LLC and its subsidiaries (“Netflix” or “Producer”) and the Screen Actor Guild-American Federation of Television and Radio Artists (“SAG-AFTRA” or “Union”) the parties discussed the Union’s concerns regarding the length of the production and option periods for scripted, episodic productions as well as Producer’s ability to keep series regular performers exclusive. The Union believes that series performers have been economically and professionally damaged by Industry practice surrounding (i) unreasonably long production periods, (ii) long delays between the end of production of one season, the exercise of the series regular’s option and the commencement of the series regular’s services on the subsequent season and (iii) series regulars being prevented from being able to accept other employment opportunities which would not have a direct scheduling conflict with the Producer’s series. As a result, the Union has undertaken legislative and lobbying efforts to seek protection for its performers during the term of the 2019 Netflix Agreement.

“At the time of the negotiations of the Agreement in late July of 2022 the draft of that legislation known as AB-437 issued by the California Senate Judiciary Committee contained the following provision modifying California Labor Code Section 2855.1 at subparagraph “c” :

“(c) (1) Any provision in an employment contract entered into on or after January 1, 2023, that would deprive an employee of the protections of this section shall be void.

“(2) Notwithstanding paragraph (1), parties to a valid collective bargaining agreement may agree to exceptions or alterations to the obligations of this section if the exception or alteration is consistent with the collective bargaining agreement and is agreed upon on or after the effective date of this section.”

“In exchange for the modifications to the Options and Exclusivity provisions, which were agreed upon in the Agreement, the Union agrees that should AB-437 or similar legislation become law and addresses the exclusivity of performers in the entertainment industry with an exception for collectively bargained agreements, the Union will affirm the terms of the Agreement on the effective date of the legislation. SAG-AFTRA expressly agrees that the Agreement provides exceptions and alterations to the obligations set forth under AB-437 and that SAG-AFTRA and its members shall look to the Agreement with respect to any issue of Options or Exclusivity and shall not seek to enforce the provisions of AB-437 (the “Exemption”). The parties will execute any necessary midterm amendments required by law for the sole purpose of affirming the effective date as of January 1, 2023 in order to ensure the Agreement qualifies for the collective bargaining exception of the legislation and otherwise to effectuate the Exemption.

“In the event AB-437 is signed into law without language that enables and codifies the Exemption then the modifications to Exclusivity and Options as set forth in the Agreement shall not go into effect (and for clarity, the Options and Exclusivity provisions under the 2019 Netflix Agreement will apply to contracts entered into on or after [90 days following Netflix’s receipt of notice of ratification by SAG-AFTRA National Board], except as prohibited by law); however, all other terms of the Agreement will remain in effect.

“In the event AB-437 is withdrawn then the Options and Exclusivity provisions of the Agreement will remain in effect.

“The Exemption shall apply to all contracts for all motion pictures and other audio-visual entertainment, regardless of medium, produced under the Agreement (e.g., all episodic and feature length motion pictures where the

performer is engaged by Netflix). Nothing in this sideletter, however, shall prejudice either party's other positions with respect to Exclusivity and Option rights applicable to any audio-visual entertainment medium.

"The Union agrees that it will refrain from any additional legislative efforts during the term of the 2022 Netflix Agreement that would affect the terms of the Agreement on the subjects of Exclusivity and Options and/or that would seek to establish limits on options and/or exclusivity over performers employed under the Netflix Agreement.

"Accepted and Agreed:

" _____	_____
"Stephen C. Carroll	Duncan Crabtree-Ireland
"Vice President - Head of Labor Relations	National Executive Director"

14. Digital Doubles (Union Proposal No. 6)

With the AMPTP's permission, Netflix agrees to participate in any meetings between labor and management representatives to discuss the digital scanning of performers and background actors by Producers of live action motion pictures as set forth in item 21 of the 2020 Memorandum of Agreement between SAG-AFTRA and the AMPTP.

15. Production Time Reports (Netflix Proposal No. 9)

A. *Add a new Paragraph 28 ("Production Time Reports") to the Netflix Agreement that provides as follows:*

Modify Section 31.A.(1) ("Production Time Reports") of the CBA and Section 27.(a)(1) of the TVA to provide that the Producer may reflect if a performer is only rehearsing or not photographed that day by writing "Not Photographed," "NP" or other similar notation as appropriate. For the avoidance of doubt, a performer's initial or signature shall not constitute acceptance of such notation on the report, and the performer shall not be deemed to have waived any right to file a timely claim; however, performers will not be permitted to cross out such notations or alter the time report in any manner; however, performers may check a box next to their signature on the time report which reflects that the performer disputes some or all of the information pertaining to their individual information.

- B. Union will update the Production Time Report form to be used on productions produced under the Netflix Agreement to include the check box for performer objections as referenced in paragraph A. above.

16. Schedule F Episodic Contracts (Netflix Proposal No. 15)

The parties confirmed that performers engaged under Schedule F on episodic series and who are guaranteed more than one (1) episode may be engaged on a single contract; however, the parties agree that the fee guaranteed to the performer for each episode under such contract must be the applicable Schedule F minimum or more (i.e., the aggregate fees guaranteed for all episodes under the contract cannot be used to satisfy the applicable Schedule F minimum) and that the contract will clearly indicate the episodes to which it applies.

17. Dubbing Diversity, Equity & Inclusion Training Programs (Netflix Proposal No. 17)

Netflix will partner with the SAG-AFTRA Diversity Committees to create a series of workshops (approximately 2 hours per workshop) in which performers from underrepresented groups will be provided with an opportunity to learn how to work in live-action dubbing in a recording studio with industry professionals.

18. Reproductive Health Care Access (Union Proposal No. 11)

The parties agree this will be subject to industry discussions which Netflix will use good faith efforts to help facilitate on or before October 15, 2022.

19. Security Deposit & Financial Assurances (Netflix Proposal No. 18)

SAG-AFTRA agrees to refund Netflix the “rolling” security deposit in the amount of one million dollars (\$1,000,000) as set forth in Section 6.A. and such Section will be deleted from the 2022 Netflix Agreement.

20. Applicability of AMPTP Agreements (Netflix Proposal No. 1)

Replace Paragraph 24 (“Applicability of Successor AMPTP Agreements”) of the Netflix Agreement with:

“Except as this agreement may otherwise provide, the terms of any successor agreement(s) to the 2020 SAG-AFTRA Agreements negotiated by SAG-AFTRA and the Alliance of Motion Picture and Television Producers (“AMPTP”) will automatically become binding upon Netflix and SAG-AFTRA, including the effective date of any changes.

21. No-Strike Clause (Netflix Proposal No. 1)

Replace Paragraph 21 (“No-Strike Clause”) of the Netflix Agreement as follows:

“The no-strike clause of the 2020 SAG-AFTRA Agreements is expressly incorporated by reference into the Netflix Agreement and shall only remain in full force and effect through the expiration of the 2020 SAG-AFTRA Agreements on June 30, 2023 (subject to any extension(s) to the 2020 SAG-AFTRA Agreements agreed upon by SAG-AFTRA and the AMPTP).

“Any no-strike clause negotiated by SAG-AFTRA and the AMPTP in any successor agreement(s) to the 2020 SAG-AFTRA Agreements will be automatically incorporated into the Netflix Agreement for the remainder of the term or until the expiration of any successor agreement(s) of the 2020 SAG-AFTRA Agreements, whichever is earlier.”

22. Involvement in Future AMPTP Negotiations

Add Sideletter No. 5 to the Netflix Agreement that provides as follows:

“August 1, 2022

“Duncan Crabtree-Ireland
“National Executive Director
“Screen Actors Guild - American Federation
“of Television and Radio Artists
“5757 Wilshire Blvd.
“7th Floor
“Los Angeles, CA 90036

“Dear Duncan,

“During the negotiations for the 2022 Netflix Agreement, the parties acknowledged that Netflix became a member of the Alliance of Motion Picture and Television Producers (“AMPTP”) during the term of the 2019 Netflix Agreement. In exchange for modifications to the 2019 Netflix Agreement in those negotiations, SAG-AFTRA agreed, subject to approval by the AMPTP, to the following:

- “i. Netflix may elect to be part of the multi-employer bargaining unit during the negotiations for the successor agreement to the 2020 SAG-AFTRA Agreements (the “2023 SAG-AFTRA Agreements”);
- “ii. Netflix may elect to be part of the multi-employer bargaining unit during the negotiations for the successor agreement to the 2023 SAG-AFTRA Agreements; and

“iii. Commencing with the negotiations for the successor agreement to the 2022 Netflix Agreement, Netflix may elect to have such negotiations occur concurrently with negotiations for the successor to the applicable SAG-AFTRA Agreements.

“To the extent that Netflix elects to be a part of the multi-employer bargaining unit as set forth in paragraphs i. or ii. above, SAG-AFTRA agrees that it will recognize Netflix as a member of the multi-employer bargaining unit for such negotiation.”

“Notwithstanding the foregoing, absent express written agreement between the parties, the 2022 Netflix Agreement shall not be subject to renegotiation during the negotiations for the successor agreement to the 2020 SAG-AFTRA Agreements (the “2023 SAG-AFTRA Agreements”).”

“Accepted and Agreed:

“ _____	_____
“Stephen C. Carroll	Duncan Crabtree-Ireland
“Vice President - Head of Labor Relations	National Executive Director”

23. Animated Productions Made for New Media Amendment (Netflix Proposal No. 14)

The parties agree to extend the term of the Animation Amendment until September 30, 2022 pending approval of the Union’s committee to renew the 2021 Animated Productions Made for New Media Amended to the Memorandum of Agreement for the 2019 SAG-AFTRA-Netflix Agreement for the term of this agreement (which will be subject to conforming changes).

24. References To AMPTP Agreements (Netflix Proposal No. 13)

All references to the “2017 SAG-AFTRA Agreements” will be updated to the “2020 SAG-AFTRA Agreements” in the 2022 Netflix Agreement.

25. Discussion Items

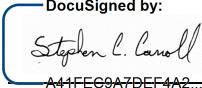
The parties agree to convene a meeting on or before November 1, 2022 to discuss Singer Contractor & Conversion Reports (Union Proposal Nos. 12.b. & c.) and the outstanding Union Discussion Items (Union Proposal No. 17).

26. Topics Deferred to 2023 AMPTP Negotiations

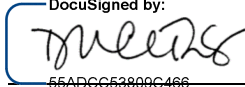
The parties agree that discussions regarding the following proposals/topics are deferred to the negotiations for the 2023 SAG-AFTRA Agreements between SAG-AFTRA and the AMPTP:

- a. Background Actors - Double Duty (Union Proposal No. 3.b.)
- b. Series Regulars - Start Dates (Union Proposal No. 10.b.)
- c. De Facto Exclusivity (Union Proposal 10.d.)
- d. Series Regulars - Span (Union Proposal No. 10.e.)
- e. Singers Required To Dance (Union Proposal No. 12.a.)
- f. Dancers Required to Sing/Lip Sync (Union Proposal No. 5)
- g. Diversity & Inclusion In Casting Data Reports (Netflix Proposal No. 10)
- h. Daily & Weekly Drop/Pickups for Theatrical and SVOD Features (Netflix Proposal No. 2.c.)

ON BEHALF OF NETFLIX STUDIOS, LLC

By:  _____ Date: September 20, 2022
Stephen Carroll
Vice President & Head of Labor Relations

ON BEHALF OF SAG-AFTRA

By:  _____ Date: September 20, 2022
Duncan Crabtree-Ireland
National Executive Director