

DIGEST FOR 2005 – 2008
SAG INTERACTIVE MEDIA AGREEMENT

1. COMPENSATION (Article 1, Section 15):

MINIMUM SCALE FOR PRINCIPAL PERFORMERS:

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
A. On-Camera Performers:				
1. Day Performers (including solo/duo singers)	\$695	\$716.00	\$737.00	\$759.00
2. 3-Day Performers (including solo/duo singers)	1,757.00	1,810.00	1,864.00	1,920.00
3. Weekly Performers (including solo/duo singers)	2,411.00	2,483.00	2,557.00	2,634.00
6 Day Overnight Location	2,652.00	2,731.00	2,813.00	2,897.00
4. Group Singers 3-8 (4-hour day)	659.00	679.00	699.00	720.00
Group Singers 9+ (4-hour day)	575.00	592.00	610.00	628.00
Contractor (3-8)		+50%		
Contractor (9 or more)		+100%		

(a) Over-Dubbing

Thirty-three and one third percent (33 1/3%) of above applicable rate without limitation as to the number of tracks.

(b) Sweetening

One hundred percent (100%) of the applicable rate (with or without over-dubbing), without limitation as to the number of tracks.

(c) Stepping-Out

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

(ii) If a Singer is called upon to step-out of a group to sing sixteen (16) or more cumulative bars, or remain more than one (1) hour after the group has been released, to

perform a solo or duo of any length, the Singer shall be paid the full solo/duo rate in addition to the appropriate group rate for that day.

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

5. Choreographed Dancers, Swimmers, Skaters, etc.

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Rehearsal Days Only	\$408.00	\$420.00	\$433.00	\$446.00
Work Days (no rehearsal)				
Solo/Duo	\$695.00	716.00	737.00	759.00
Group 3-8	\$609.00	627.00	646.00	665.00
Group 9+	\$532.00	548.00	564.00	581.00
Weekly Option (includes rehearsals)				
Solo/Duo	\$2,233.00	2,300.00	2,369.00	2,440.00
Group 3-8	\$2,047.00	2,108.00	2,171.00	2,236.00
Group 9+	\$1,861.00	1,917.00	1,975.00	2,034.00

B. Off-Camera Performers:

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
6. Voice-Over Performers:				
Day Performers (up to 3 voices/4hour Day)	\$695.00	\$716.00	737.00	\$759.00
Additional Voices (1 third of Day Performer	\$231.70	\$238.70	\$245.7	\$253.0
rate for each voice)			0	0
Day Performer (1 voice / 1 hour)	347.50	358.00	368.50	379.50
Engaged for 6 to 10 Voices for a 6-hour	1,390.00	1,432.00	1,474.0	1,518.0
day			0	0

7. Singers (4 hour day)

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Solo/Duo	\$695.00	\$716.00	\$737.0	\$759.0
Hourly Rate*	347.50	358.00	368.50	379.50
Group Singers 3-8	368.00	379.00	391.00	402.00
Group Singers 9+	319.00	329.00	338.00	349.00
Contractor (3-8) + 50%				
Contractor (9 or more) + 100%				
Group Hourly Rate*	206.00	212.00	218.00	225.00

Over-Dubbing, Sweetening and Stepping-Out for off-camera Singers (same as on-camera rates; see Subsections A.4. (a) - (c) above).

(*Once Producer engages Singers at hourly rate, no conversion to Day Performer rates is permitted.)

D. Half-Day Employment (Rehearsals Only)

Producer may engage a Performer (except Dancers, Background Actors and Stunt Performers) once per Program for up to four (4) consecutive hours of rehearsal time at sixty-five percent (65%) of the Day Performer rate pro-rata, or sixty-five percent (65%) of the Performer's pro-rata single day rate, whichever is higher, as follows:

- (1) Rehearsal time (no recordation of Performers) of four (4) consecutive hours or less, provided a firm date for the subsequent workday(s) is given at the time of booking.
- (2) Call times, except for travel, are restricted to:
 - (a) Morning Call - no later than 8:00 a.m.
 - (b) Afternoon Call - no earlier than 1:00 p.m.
 - (c) Evening Call - any four (4) consecutive hours provided work ends by 12:00 a.m.

Any extension of the half-day rehearsal beyond four (4) hours is subject to the Performer's consent at the time of extension and shall require payment of an additional thirty-five percent (35%) of the daily rate for such day, whether four (4) additional hours or less are worked. Any Overtime beyond eight (8) hours of work will then be computed at time and one-half or double time in hourly units, as specified in Article II, Section 6. All required meal periods will be observed.

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

E. Background Actor Rates:	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
General Background Actor	\$118.00	\$122.00	\$126.00	\$130.00
			0	0
Special Ability Actors and Stand-ins	\$142.00	\$146.00	\$150.00	\$163.00
			0	0

- a. The weekly salary for Background Actors employed by the week shall be five (5) times the minimum daily rates as specifically set forth above. Background Actors employed by the week are guaranteed a minimum employment of five (5) consecutive days, provided that a Saturday work day shall be included in such five (5) consecutive days.
- b. Any Background Actor who speaks atmospheric words, commonly known in the industry as "omnies", is entitled to the basic wage for the particular call.

- c. Whenever Producer employs more than ten (10) registered Background Actors for general Background Actor work in an Interactive Program on any day, Producer may employ any number of non-registered persons to perform crowd work.

C. Additional Compensation for Remote Delivery and Integration

1. Producer shall pay Principal Performers the following for Remote Delivery and Integration rights in an Interactive Program:

- a. Remote Delivery:

For programs in development prior to July 29, 2005, where performances (picture /sound) were recorded prior to July 29, 2005:

If acquired not later than one (1) year after initial release of the applicable Program in Interactive Media, one hundred percent (100%) of the total Minimum Applicable Base Compensation as specified below; otherwise, plus ten percent (10%) thereof.

Effective July 29, 2005, Remote Delivery rights that are acquired within 90 days shall require a percentage of payment of 125% of the total Minimum Applicable Base Compensation. If these rights are acquired beyond 90 days, the percentage payment would be 135 % of the total Minimum Applicable Base Compensation. The foregoing is not applicable to games in development prior to July 29, 2005 where performances (picture/sound) were recorded prior to July 29, 2005.

- b. Integration:

For programs in development prior to July 29, 2005, where performances (picture /sound) were recorded prior to July 29, 2005:

If acquired not later than one (1) year after initial release of the applicable Program in Interactive Media, one hundred percent (100%) of the total Minimum Applicable Base Compensation as specified below; otherwise, plus ten percent (10%) thereof.

Effective July 29, 2005, Integration rights that are acquired within 90 days shall require a percentage of payment of 125% of the total Minimum Applicable Base Compensation. If these rights are acquired beyond 90 days, the percentage payment would be 135 % of the total Minimum Applicable Base Compensation. The foregoing is not applicable to games in development prior to July 29, 2005 where performances (picture/sound) were recorded prior to July 29, 2005.

The "Minimum Applicable Base Compensation" shall be the Performer's actual salary for the total number of days or weeks employed, up to one hundred fifty percent (150%) of the minimum daily or

weekly Scale, as detailed in Subsection a. or b., above, for the total employment period, excluding Overtime and Liquidated Damages, if any.

3. PENSION AND HEALTH CONTRIBUTION RATE: 14.3% (Article 1, Section 30)

4. CASTING AND AUDITIONS (Article 2, Section 1)

Producer shall provide the specific time of audition, the nature of the roles available (Day Performer, Three-Day, Weekly, etc.), any unusual working conditions, a script ("sides") and/or story boards for the role.

If Performer is required to remain for more than one (1) hour, he/she shall be compensated in ½ hour units. For the third + auditions, the Performer shall be paid for one (1) hour. After 1 hour, the Performer shall be paid in ½ hour units. If the Performer is required to learn lines outside the studio for an audition, he/she shall be compensated at for one (1) hour or actual time required. All payments are based on the Day Performer rate.

Mass auditions are prohibited. If an audition is recorded, audition material shall be used only to determine the suitability of a Performer for a specific project.

5. DELIVERY OF CONTRACTS; COMPLETION OF FORMS (Article 2, Section 19)

Producer shall give Performer (or his agent) a contract (and a copy for the performer's records) not later than the first day of Performer's employment. If the contract is given to the performer on the set, the performer is not required to sign.

All required forms necessary for employment and payment (such as 1-9 and W-4 forms) shall be presented to Performer no later than the first day of employment. It is then the Performer's responsibility to return completed forms to Producer in a timely manner.

Neither Producer nor Performer may agree to terms at less than the minimum rates established in this Agreement. (Article 1, Section 20)

6. OVERTIME (Article 2, Section 6)

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

2. Overtime payments for voice-over performers engaged on either a four (4) hour day or a six (6) hour day shall be as follows:
 - a) A performer engaged for a four (4) hour day shall be entitled to overtime equal to time and one-half for the fifth and sixth hours and double time for any hours in excess of six (6).
 - b) A performer engaged for a six (6) hour day shall be entitled to overtime equal to time and one-half for the seventh and eighth hours and double time for any hours in excess of eight (8).
 - c) Overtime Payments for off-camera singers shall be calculated as follows:

All off-camera Singers shall be entitled to overtime payments after four consecutive hours of work. The fifth through tenth hour shall be paid at time and one-half in hourly units. Thereafter, all off-camera performers shall be compensated at double time hourly rates for work in the eleventh hour and thereafter.

B. Rate Maximums:

1. Day Performers compensated more than \$1,149.00 per day are payable for work beyond eight (8) hours based on the rate of \$1,149.00.
2. Three-Day Performers compensated more than \$2,531.00 are payable for work beyond eight (8) hours based on the rate of \$2,531.00.
3. Weekly Performers compensated more than \$4,285.00 per week are payable for work beyond eight (8) hours based on the rate of \$4,285.00.

- C. Payment of Overtime shall not be deemed to reduce a Performer's guaranteed employment or compensation. Except as otherwise herein provided in Sections 10 and 11, makeup, hair dress, wardrobe, or fittings shall be considered work time for all purposes including Overtime.

Overnight Location daily Overtime is paid after 8 hours based on Performer's rate divided by 44.

7. PROHIBITION AGAINST CREDITING (Article I, Section 21)

No compensation paid to a Performer over scale may be credited against Overtime, Liquidated Damages or any other compensation. Producer may bargain with the Principal Performer to allocate any compensation over 200% of scale to sums which may be otherwise due (other than Overtime and Liquidated Damages).

8. OVERNIGHT LOCATIONS (Article 2, Section 20)

An overnight location workweek consists of six (6) overnight location days (or a combination of any 6 days of studio and overnight location days if it includes a sixth day overnight location day. An overnight location day includes the day of departure or return to and/or from such location (If the performer does not actually work for Producer at its studio).

On an overnight location, the on-camera Performer rate is a 6-day, 44-hour workweek (See Rates). Total work time over 44-hour workweek is to be paid at not less than \$90.41 (2,411.00 / 40 x 1.5.) per hour.

9. PAYMENTS (Article I, Section 27)

Payments must be made within twelve (12) business days of the last day of production in which the Performer works.

Liquidated Damages for Late Payment: \$2.50 per day up to thirty (30) days (excluding Saturday, Sunday, and holidays). If payment is not made within twelve (12) working days of notification, Producer must pay an additional \$75.00 and \$5.00 per calendar day until all payments and damages are paid.

Liquidated Damages are not due where a bona fide dispute exists as to the amount due, or when force majeure intervenes, or performer fails to provide a completed W-4 or has not returned his signed contract.

10. SOCIAL SECURITY, INSURANCE AND TAXES (Article 1, Section 28)

Payments to Performers are subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Employers must honor a Performer's request that taxes be withheld over a longer payroll period.

11. ENGAGEMENT AND CANCELLATION (Article 2, Section 7)

Performer shall be considered definitely engaged by a Producer in any of the following events:

When the Performer is given written notice of acceptance;

When a contract signed by the Producer is delivered to a Performer;

When a contract is executed by a Performer and returned within 48 hours;

When the Performer is fitted (excluding wardrobe tests);

When the Performer accepts an oral call *

*When a Day Performer is given an oral call, either the Producer or the Performer may cancel before noon of the day before the start date.

The phrase "on or about" may only be used in a Weekly or Three-Day Performer's contract and only if the contract is delivered to the Performer at least 7 days before the starting date. The "on or about clause" allows a latitude of 24 hours before or after the written start date. (Article 2, Section 18)

When a Performer is engaged and not used for any reasons other than his/her default, illness or other incapacity, he/she shall be entitled to a day's pay or his/her guarantee. A Performer who is replaced before the completion of the engagement receives his/her guarantee, or an additional day's pay.

Performer shall be notified by Producer at the time of engagement whether the engagement requires overnight location work.

12. CONSECUTIVE EMPLOYMENT (Article 2, Section 2)

Three-Day and Weekly Performers who are guaranteed less than \$45,000 must be hired for consecutive days from the beginning of the engagement. Performers may agree in writing at the time of hiring to waive consecutive employment, but they must be engaged in units, of not less than three days or weeks, respectively.

All Performers shall be paid for intervening days on an overnight location when required to remain by Producer.

13. REST PERIOD; LIQUIDATED DAMAGES (Article 2, Section 12)

Performer must have a rest period of twelve (12) consecutive hours from dismissal for the day until their next call, whether for makeup, wardrobe, hair dress or any other purpose, subject to the following exceptions:

On a nearby location, if the day before the rest period and the day after the rest period require exterior photography, the twelve (12) hour rest period may be reduced to ten (10) hours. This reduction may only be taken once every three (3) days.

When a Performer arrives at the place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period for the first call following may be 10 hours, if the first call is at the place of lodging.

Once per week, the Performer receives a rest period of fifty-eight (58) consecutive hours (36 consecutive hours if on overnight location).

The rest period can be reduced up to 1 ½ hours, if the performer is paid Liquidated Damages of a day's pay (up to \$950.00).

14. MEAL PERIODS; LIQUIDATED DAMAGES (Article 2, Section 13)

Performers must have a meal period every six (6) hours. A meal period can't be less than ½, hour nor more than 1 hour, which may be deducted from the Performer's day. If the camera is rolling at the 6-hour mark, Producer may complete the shot.

If a Performer has a long makeup, wardrobe, or hair dress period, the Producer may provide food (i.e., coffee and sandwiches) for the performer prior to his/her set call. The first meal period can be called up to six (6) hours after that food is provided. This time may not be deducted.

The Liquidated Damages for meal period violations are \$25 for the first half hour, or fraction thereof; \$35 for the 2nd half hour or fraction thereof; \$50 for the 3rd and each additional half hour or fraction thereof.

Meals must be provided on all locations.

Producer must supply the same meals or other food or beverages (or money) to all Performers. Tables and seats must be available to all. Meals shall not be deducted from the Performer's wages.

15. PER DIEM (ALLOWANCE) (Article 2, Section 13)

All Performers get a basic \$48.40 per diem meal allowance on overnight locations. The Producer may deduct per diem for each meal provided, as follows; breakfast: \$9.30; lunch: \$14.00; dinner: \$25.10.

16. SATURDAY AND SUNDAY, HOLIDAYS AND NIGHT WORK (Article 2, Section 20)

All on-camera Performers shall receive double time for the sixth and seventh day of work in a workweek (except on overnight locations). Voiceover Performers shall receive double time for Saturday and Sunday work, regardless of the length of the workweek.

Performers receive double time for work on any of the following holidays: New Year's Day; Dr. Martin Luther King, Jr's Birthday; Washington's Birthday (President's Day); Memorial Day; July 4th; Labor Day; Thanksgiving Day; and Christmas. Overtime is paid at the same rate as the first 8 hours. Performers receive a regular day's pay for holidays on an overnight location, if not worked.

Any Performer dismissed from work after 9:30 p.m. in New York City must be provided transportation to Grand Central Station, Penn Station, or the Port Authority Bus Terminal, unless the place of dismissal is within a zone bordered by 34th Street on the south, 59th Street on the north, and Third and Eighth Avenues of the east and west, respectively.

17. PROTECTION OF PERFORMERS; SPECIAL CONDITIONS; Safety, Stunts, Swimmers, Singers, Dancers, Nudity (Article 2, Section 29)

Producer must make every attempt to secure the safety of all Performers. When hazardous work or stunt work is contemplated, Producer must have available medical and/or first aid assistance. First-aid kits must always be available.

STUNTS: A Performer's consent is required prior to performing stunts or stunt-related activities. An individual qualified in the planning, setting up and performing the type of stunt involved shall be engaged and present on the set, unless the stunt involves only Stunt Performers qualified to plan and perform the stunt in question.

Explosives: No Performer shall be rigged with any type of explosive charge of any nature whatsoever without the use of a qualified special effects person.

Driving: When a Principal Performer is doubled because the level of driving skill requires a professional driver, the driver double is considered a stunt Performer. This applies to any passengers (Principals) doubled. Dust or smoke that obscures the windshield is considered a hazardous driving condition. Driving close to explosives/pyrotechnics is stunt driving.

STUNT ADJUSTMENT: A Performer not hired as a stunt Performer receives an adjustment of not less than one (1) additional day's pay at scale for any day on which he/she performs a stunt. Overtime compensation for that day is based on the Performer's aggregate compensation.

ANIMALS: No Performer shall be requested to work with dangerous animals unless a qualified animal handler or trainer is present.

SMOKE/DUST: Performers must be notified before being hired if work in artificially or mechanically created smoke is involved. If not, the Performer may refuse to perform in smoke and will be paid one (1) day's compensation or the Day Performer rate, whichever is greater. Performers must be given a fifteen (15) minute break away from the area of smoke or dust each hour.

SWIMMING: No swimming within thirty 30 minutes after a regular meal period.

DANCERS: Appropriate floors must be provided that are clean and free of splinters, wax, nails, etc. If Producer requires dancing on other surfaces, or "wire flying," or in inclement weather or out-of-season clothing, or in costuming that subjects the dancer to physical injury or health hazard, Producer must pay the "dancer's premium payment" of \$65.00 per day.

There must be adequate space for warm-up thirty (30) minutes before dancing and ten (10) minutes rest during each hour of actual rehearsal or shooting. If shooting is continuous, dancers may continue for ninety (90) minutes, but will then receive a twenty (20) minute break. Stage or rehearsal area must be at least seventy-five (75) degrees. Air ventilation is required, but air conditioning is only acceptable if regulated to prevent drafts. NO dancing or skating within Thirty (30) minutes after regular meal period. Footwear provided by the Producer must be appropriate and clean, properly fitted, braced and rubberized. If Dancer must provide his/her own footwear, the Producer must pay \$10.00 per day for each pair of shoes used.

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

NUDITY: Performer must be notified of any nudity or sex acts expected in the role prior to the first interview or audition. During any nude/sex scenes, the set shall be closed to all persons having no business in connection with the production. Performer must give prior written consent to appear in or have a double

perform nude/sex scenes or still photography. If a Performer has agreed to appear in nude/sex scenes and then withdraws consent before shooting, Producer has the right to double.

18. MAKEUP, HAIRDRESS, WARDROBE ALLOWANCE (Article 2, Section 11)

Time spent in makeup, hair dress, or wardrobe, is work time, unless the Producer requires a Performer to report ready for work made-up with hair dress and/or in wardrobe. Time spent removing complicated or Extra Performer ordinary makeup or hair dress is work time.

The maintenance fee for each complete wardrobe change supplied by a Performer is:

Non-evening wear: \$15.00 per costume change.

Evening wear: \$25.00 per costume change for each two (2) days.

A single wardrobe change is at least one (1) additional clothing item worn above the waist and at least one (1) additional clothing item worn below the waist, unless only one area is visible. There are no additional fees for mixing and matching. Accessories don't count as clothing. Producer must repair or replace items damaged or lost in the course of employment.

Stunt doubles shall be provided with duplicated, properly fitting wardrobe, which shall be cleaned after prior use by another Performer.

19. TRAVEL (Article 2, Section 30)

"Studio zone(s)" are:

Los Angeles: 30 mile radius from the intersection of Beverly Boulevard and La Cienega Boulevard

New York City: 8 mile radius from Columbus Circle. However, if a Performer is asked to report to a pick up spot, such spot must be within the area between 23rd Street and 59th Street, bounded by the East River and the Hudson River.

San Francisco: 50 mile radius from the intersection of Powell and Market Streets.

Phoenix and Tucson: 25 miles from the center of the city. In all other areas, the studio zone will be defined by the local office and the Producer located there.

Travel time is paid at straight time in hourly units, based on hourly rates of:

¼ of the Voice-Over rate for off-camera Performers;

1/8 of the Day Performer rate;

1/24 of the Three-Day Performer rate; or

1/40 of the weekly Performer rate, as appropriate, not to exceed eight (8) hours in anyone one (1)

day.

Within the Studio Zone: The Producer is not responsible for transportation or reimbursement for travel time. However, when Producer provides transportation, a performer is paid from his call time at the pick-up point until he is returned to that pickup point, including waiting time. A Performer must be dismissed at the place where he/she reported, not a subsequent location.

Nearby Location: The Performer is paid as though he/she reported to the Producer's studio or offices within the studio zone and ends as though the Performer had returned to the same place. Only the driver is paid thirty cents (\$.30) per mile. When the Performer provides her/his own transportation, he/she is paid for actual travel time, but not the intervening time between arrival and his/her call time. Return travel time begins when the Performer is dismissed.

Overnight Location: A Producer may choose not to provide overnight lodging if it is reasonable for Performers to travel there within the workday and no overnight lodging is provided to other cast, crew, or personnel. In such instance, Producer shall provide transportation (or reimbursement mileage) to the overnight location.

Reasonable meal periods shall be given during travel at not less than one-half (1/2) hour nor more than one (1) hour, which can be deducted from travel time.

Air transportation may be coach, provided no other cast, crew or production personnel fly any other class. Bus and railroad transportation are only acceptable if no other means are available or feasible. If a Performer chooses a different form of transportation, he/she shall be reimbursed for the hours she/he would have spent if the Producer's transportation had been used.

When a Performer is requested to travel by airplane, Producer shall reimburse the Performer up to an additional \$10.00 for flight insurance. When a Producer requests a Performer to fly by non-commercial or non-scheduled carrier, Producer shall obtain a short-term insurance policy for the Performer providing insurance equal to the amount available for \$10.00 on a commercial carrier. (Article 2, Section 27)

20. RETAKES, ADDED SCENES, ETC. (Article 2, Section 3)

Compensation for retakes, added scenes, soundtrack (including Looping), process shots, transparencies, trick shots, trailers and changes in foreign versions shall be paid only for the days the Performer actually works and is subject to the Performer's availability. If these services start within three (3) months of original employment, the Performer will be paid at her/his original rate. For looping, a Three Day or Weekly Performer can be paid one-half a day's pay pro rata for a four (4) hour session. If the session exceeds four (4) hours, a full day's pay is due. If an on-camera performer performs additional voices during looping, he/she must be paid an additional Voiceover rate.

21. PRODUCTION STAFF (Article I; Section 26)

Without the express consent of the Guild, casting or production staff cannot be employed as Performers if they also render other services. There are certain exceptions to this rule (animal handlers handling animals

in a scene, actor/directors, actor/writers, or actor/producers engaged before the start, and "emergency" situations.)

Liquidated Damages for violations are: Day Performer, \$300.00; Three Day Performer, \$400.00; Weekly Performer, \$600.00.

22. UNION SECURITY (Article I, Section 9)

Producer will employ only Performers who are members of the Screen Actors Guild in good standing or those who will apply for membership within 30 days and maintain membership in good standing as a condition of employment. Producer must report to the Guild in writing the first use of a non-member within 15 days (25 days for an overnight location), including name, address and telephone number, Social Security number and his/her first date of employment. The Producer will be liable to the Guild for any failure to report.

Liquidated Damages for each violation: \$500.00

23. REUSE OF MATERIAL (Article 1, Section 13)

Producer may not re-use photography or soundtrack without separately bargaining with each individual Principal Performer who is recognizable (for stunts only if the stunt is identifiable). This does not apply to Integration (see Definitions). The minimum for purposes of the bargaining is the Day Performer rate for the field in which the material is re-used (i.e., broadcast television, radio, etc.).

If Producer does not bargain prior to the reuse, the Performer will be entitled to damages of three (3) times the amount originally paid to the Performer as well as the minimum fees for the field in which the Material is re-used. However, the Performer may instead elect to arbitrate the claim as provided hereunder. If Producer can't find a Performer, Producer shall notify the Guild within a reasonable period of time. If the Guild can't find the Performer, Producer may re-use the Material without penalty.

24. TRAILERS; PROMOTIONAL PROGRAMS (Article 1, Section 14)

Producer may make trailers and/or Promotional Programs for the Interactive Program without additional compensation for clips or for work in trailers if they're already being paid for the time. The trailers may not be used to promote anything other than the Interactive Program. Trailers used as television commercials must be paid according to the Commercials Agreement.

Effective July 29, 2005, if recorded material is incorporated into a Promotional Program that exceeds 12 minutes in length, each principal performer seen or heard will be entitled to a single session payment at the applicable day performer minimum for the use of such footage and soundtrack.

25. CAST CREDITS (Article 2, Section 33)

Producer agrees to include names of Principal Performers in the credits listed in game software only, provided that an inadvertent failure to do so will not be deemed to be a violation of the agreement. Producers agree to provide credits to an industry website identified by the Industry Cooperative Committee as an appropriate industry website and make corrections of inadvertent errors or omissions that appear on the website. Credits shall be in a color, size and style which is readily readable consistent with industry standards.

26. MINORS (Article 2, Section 31)

No Interviews, Tests and Fittings during school hours, and must end by 7:00 p.m. Two (2) adults must be present.

When a minor travels outside of California, Producer shall notify the Guild local office by telephone. A parent must be present at all times while a minor is working. A minor can't share a dressing room with an adult Performer or a minor of the opposite sex. The Parent must have the same transportation, lodging, meals, mealtimes, and per diem provided to the minor. Minors must have a safe and secure place to rest and play. The workday for minors can't begin before 7:00 a.m. (6:00 a.m. on location) and includes a mandatory five (5) minute break for each hour of work.

Working Hours (not including meal time):

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

If any Minors provisions are less restrictive than those in the applicable state, the more strict regulations apply.

27. PROMPTING DEVICES, SCRIPTS (Article 2, Section 8)

When an on-camera performer is required to deliver unusual terminology or the script is not made available at least 24 hours prior, Producer will make every effort to have a prompting device or cue cards.

Producer must inform Performer at the time of audition if the Performer's services will include so-called "ad-lib" work or substantial embellishment of an existing script.

28. ARBITRATION (Article 1, Section 37)

The first step in resolving disputes is conciliation. If conciliation fails, a claim for arbitration may be filed and must within six (6) months of the incident or six (6) months of SAG becoming aware of the occurrence. The award of the arbitrator is final and binding upon all parties.

29. NON-DISCRIMINATION POLICY (Article 1, Section 16)

Performers will be hired without discrimination on the basis of sex, race, color, creed, national origin, age, or disability. Performers should not be asked about marital status, sexual preference or national origin, creed, age or disability. The goal is to create fair, equal and non-stereotyped employment opportunities (including Voice-Over roles). Producer shall retain its creative prerogatives.

Producer shall make every effort to cast qualified Stunt Performers of the same race/sex for any role that is identifiable as female and/or Black, Latin-Hispanic, Asian-Pacific or Native American. All casting or production facilities will provide reasonable accommodations for Performers with disabilities and the aged.

30. INDEMNIFICATION (Article 2, Section 32)

Producer shall hold Performers (including stunt coordinators) harmless from and against any liability, loss, damages, and costs from damages incurred by a third party. Performer shall notify Producer of any such pending or threatened legal action.

31. DEFINITIONS (Excerpts from Article I, Section 4)

"Contractor" is a professional Singer who contributes services to Producer, in addition to singing, by assembling a group of three (3) or more Singers for the production.

"Integration": Integration is the inclusion of any Material from a Principal Performer's performance rendered under the terms of this Agreement in one or more Programs for Interactive Media produced by Producer for which the Principal Performer is not employed to render services. "Integration" does not mean or include: (i) the repetition of segments of any single Interactive Program that may appear to be many different Programs due to the way viewers choose or recall various segments and manipulate the Program, (ii) the reconfiguration or re-formulation of the Material produced hereunder for a single Program for the computer software code to adapt the Interactive Program to different Platforms or Remote Delivery systems, or (iii) the use of Material for Interactive Media in Linear Programs.

"Interactive": The attribute of products which enables the viewer to manipulate, affect or alter the presentation of the content simultaneous with its use.

"Interactive Media": is any media through which the user may interact with the Program, including personal computers, games, machines, arcade games, all CD Interactive machines and any other microprocessor-based units and the digitized, electronic or any other formats.

"Linear": Programs which do not possess Interactive qualities are "linear" in nature, and "Linear Program(s)" mean those Programs which are exhibited or transmitted to the viewer by:

- * television (UHF or VHF over-the-air broadcast, cable, satellite, or any other methods for television reception); and/or
- * video cassettes, video discs or any other devices used in conjunction with corresponding hardware to exhibit visually on the screen of a television receiver or any comparable device; and/or
- * film projection in motion picture theaters.

"Liquidated Damages" are payments to Performers other than initial compensation due as a result of a violation of a working condition (e.g., meal period violation).

"Looping": Those audio recording services by a Principal Performer in the sound studio to correct, enhance or augment the audio portion of his/her performance which was visually recorded during Principal Photography.

"Meal" is a well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, does not constitute a meal period.

"Minimum Applicable Compensation": The Minimum Applicable Compensation is the base amount on which additional fees are calculated to determine payments due Principal Performers for Remote Delivery and/or Integration as specified in Section 15.

"Minor" is under the age of 18 unless legally emancipated, legally married, or a member of the United States armed forces.

"Nearby Location" is a location beyond the studio zone to which the Performer travels and returns in the same day. (Article 2, Section 30)

"Overnight Location" is a location beyond the studio zone where a Performer is required to stay overnight. (Article 2, Section 30)

"Platform(s)": Platform refers to microprocessor-based hardware including, but not limited to, SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats which memorialize Interactive Programs for viewer use.

"Qualified Professional Performer": A Qualified Professional Performer is a person who has had prior employment as a Performer at least once during the period of three (3) years preceding the date of proposed employment hereunder.

"Remote Delivery" means any system through which Interactive product may be accessed from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio

waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery of transmission of such Interactive product.

"Retakes, Added Scenes, Etc." are on-camera or off-camera services which are required by Producer in addition to Principal photography in connection with a Performer's performance such as retakes, added scenes, work for soundtracks including Looping and dubbing, process shots, transparencies, trick shots or trailers, including changes or additional shots of any of the foregoing to adapt an Interactive Program for Platforms or foreign versions.

"Reuse" means the incorporation of Material in any Program other than another Interactive Program produced under this agreement.

"Special Ability Extra Performer" is an Extra Performer who is directed to perform with special talents or abilities.

"Stunt Coordinator" is a trained, Qualified Professional who plans and supervises the execution of stunts.

"Trailer": A short audio and/or visual presentation used to promote the Interactive Program.

"Travel time" is time spent traveling between the place at which a Performer is required to report and the actual location, or the time between an overnight location and overnight location housing. Travel time is work time.

*"Interactive Media" and "Remote Delivery" specifically exclude the Linear transmission of Interactive Programs by traditional, public or commercially sponsored over-the-air network television (i.e., PBS, NBC, CBS, ABC or Fox), syndicated television broadcasts (UHF or VHF), and cable television transmission (i.e., HBO, TNT, Showtime); and (ii) radio broadcasts, which uses are not included in this Agreement; and any other systems for the transmission of Linear Programs.

32. NOTICE TO SAG (Article 2, Section 39)

The Producer shall notify SAG not less than five (5) days before the first scheduled recording session in connection with a new videogame or interactive program, provided as follows: In recognition of the fact that programs often are highly-confidential and proprietary and that Producers may be subject to confidentiality limitations imposed by customers, the requisite notice may identify the videogame or program by a fictitious name rather than by its actual name. Upon public disclosure of the videogame or program, the Producer will notify SAG in writing of the actual name of the videogame or program.

33. TERM OF AGREEMENT (Article 1, Section 6)

The term of the 2005-2008 Agreement shall commence on January 1, 2005 and be effective through December 31, 2008. Rate increases and new working conditions are effective as of July 29, 2005. In the event either party has not served appropriate timely notice of termination for the expiration date above, the

Agreement shall be extended on a day-to-day basis until sixty (60) days after either party serves written notice of termination on the other.