



This New Media Agreement for Dramatic Programs (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”) and \_\_\_\_\_ (“Producer”) with respect to an Original Program, Derivative Program or Episodic Series produced for New Media entitled “\_\_\_\_\_.” If an Episodic Series please identify the season, (if a pilot for an Episodic Series, insert “pilot”):\_\_\_\_\_.

This Agreement is not intended to cover, and shall specifically exclude, motion pictures, video games, commercials, or any type of production or medium otherwise covered by any other SAG-AFTRA Agreement. The purpose of this Agreement is to allow SAG-AFTRA-represented performers to work on entertainment programs made for New Media; it is not intended to be used to circumvent the terms and conditions of any SAG-AFTRA Agreement or membership rule. The determination of whether a Program or Episodic Series may be covered by this Agreement is subject solely to SAG-AFTRA's discretion. Accordingly, SAG-AFTRA may require, and Producer agrees to provide, such information as SAG-AFTRA deems reasonably necessary to determine whether a Program or Episodic Series qualifies for the special terms and conditions set forth in this Agreement.

Producer has represented to SAG-AFTRA, as a basis for coverage under this Agreement, that the Program or Episodic Series is a *bona fide* entertainment production being produced for both initial and primary exhibition in New Media. Based upon these representations and the representations in the New Media Preliminary Project Sheet submitted by Producer, and in reliance thereon, SAG-AFTRA offers Producer the following special terms and conditions for the employment of Performers on Programs or Episodic Series produced for New Media.

### **Definitions**

For purposes of this Agreement, the following terms shall be defined as set forth:

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

“Basic Agreement” shall mean the Producer – Screen Actors Guild Codified Basic Agreement of 2005 as amended by the 2009 Memorandum of Agreement, the 2011 Memorandum of Agreement and the 2014 SAG-AFTRA Memorandum of Agreement.

“Consumer-Pay Platform” shall mean a platform on which the consumer pays for the program either on a subscription or per-picture basis.

“Derivative Program” shall mean a Program or Episodic Series that is based on an existing Traditional Media property.

“Free-To-Consumer Advertiser-Supported Platforms” shall mean a platform on which the consumer does not pay for access to the program or the platform, and on which advertising is presented to the consumer.

“New Media” shall mean the Internet, mobile devices, or any other exhibition platform now known or which hereafter may be devised or adopted other than those media covered by the SAG-AFTRA Agreements (as defined herein).

“Original Program” shall mean a Program or Episodic Series that is not based on an existing Traditional Media property.

"Performer" shall mean those persons covered by the terms of the Basic Agreement and shall include performers, singers, stunt performers, stunt coordinators, airplane and helicopter pilots, professional dancers (as distinguished from dancers who would properly be treated as background actors), professional puppeteers and body doubles. Background Actors are not considered "Performers."

"Program" or "Episodic Series" shall mean, respectively, the audio-visual entertainment program or episodic series identified above, that is the subject of this Agreement. Program or Episodic Series includes pilots, features, and episodic series that are made for New Media.

"SAG Trust Agreements" shall refer to the trust agreements establishing the Producer-Screen Actor Guild Pension and Health Plans and any successor pension or health plan.

"SAG-AFTRA Agreement" shall refer to any one or more of the following agreements: SAG-AFTRA Network Code of Fair Practice for Network Television Broadcasting ("Network Code"); SAG-AFTRA Basic Agreement; SAG-AFTRA Television Agreement; Producers-SAG-AFTRA Codified Corporate/Educational and Non-Broadcast Contract; SAG-AFTRA Infomercials Agreement; SAG-AFTRA Interactive Media Agreement; SAG-AFTRA Commercials Contract; and any successor agreement.

"Producer-Screen Actor Guild Pension and Health Plans" shall refer to those plans and to any pension or health plan that is a successor to either the Producer-Screen Actor Guild Pension Plan or Producer-Screen Actor Guild Health Plan.

"Television Agreement," as used herein, shall refer collectively to the Producer-Screen Actors Guild Codified Basic Agreement of 2005 and the 2005 Screen Actors Guild Television Agreement, as amended by the 2009 Memorandum of Agreement, the 2011 Memorandum of Agreement, and 2014 SAG-AFTRA Memorandum of Agreement.

"Traditional Media" shall mean free television, basic cable, pay television, home video (including, videocassette, DVD, Blu-ray), or theatrical, as those terms are commonly understood.

## **1. Recognitions; Scope; Coverage**

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

The provisions of this Agreement shall be applicable to Performers and Background Actors employed on the Program or Episodic Series to the extent such Performers and Background Actors would be covered under the current Basic Agreement or Television Agreement. Producer shall be obligated to cover only the first ten (10) Background Actors employed each day in a Background Zone as defined in the Basic Agreement.

By executing this Agreement, Producer agrees to accept, assume and be bound by all terms of the Basic Agreement and Television Agreement, as modified and incorporated herein, including the SAG Trust Agreements, with respect to the Program or Episodic Series. The Basic Agreement and Television Agreement are available at [www.sagaftra.org](http://www.sagaftra.org).

This Agreement shall cover the Program or Episodic Series identified above and any subsequent seasons of such Episodic Series provided, however, that the special terms and conditions provided herein shall be applicable only to the current season of the Episodic Series. Producer agrees to notify SAG-AFTRA no less than three (3) weeks prior to commencing production of a subsequent season of an Episodic Series. Within five (5) days of such notification, Producer shall provide SAG-AFTRA with the information that SAG-AFTRA requires in order to determine whether the subsequent season of the Episodic Series continues to qualify for the special terms and conditions of this Agreement. Within a reasonable time following request from SAG-AFTRA, the Producer agrees to meet with SAG-AFTRA to discuss the terms and conditions that will apply in the subsequent season.

## **2. Compensation**

**DISCLAIMER: SAG-AFTRA reserves the right to negotiate minimum rates, terms and conditions on behalf of performers, when applicable. Please note any production shooting partially or entirely outside of the United States is subject to full rates, terms and conditions of the applicable SAG-AFTRA Agreement. Please contact the SAG-AFTRA office for further information.**

If Producer materially breaches its obligations under this Agreement to timely pay compensation owed to Performers, including all payments required under the SAG Trust Agreements, SAG-AFTRA reserves the right, which it may exercise at any time upon written notice to the Producer, to withhold the services of the Performers and Background Actors on the Production, except when a *bona fide* dispute exists as to whether Producer has made all payments as required under this Agreement and Producer has placed the amount in controversy in escrow in a manner acceptable to SAG-AFTRA pending arbitration of the dispute in accordance with the applicable provisions of this Agreement.

## **3. Pension and Health Plan Contributions**

Producer shall pay to the Producer-Screen Actors Guild Pension and Health Plans a sum equal to seventeen percent (17%) of the gross compensation due each Performer or Background Actor for services performed under this Agreement. The Producer's obligation to pay such sum shall apply to the Performer's gross compensation, including all salaries and other compensation or remuneration, including any compensation for reuse or residuals payable pursuant to Section 7 of this Agreement.

Producer shall furnish the Trustees of each Plan, upon request, with the required information pertaining to the names, job classifications, Social Security numbers and wage information for all persons covered by this Agreement together with such information as may be reasonably required for the proper and efficient administration of the Pension and Health Plans, respectively. Within five (5) days of the written request of the Union to the Producer, such information shall also be provided to the Union. Producer irrevocably designates and appoints the Alliance of Motion Picture and Television Producers as its attorney-in-fact to select, remove, or substitute representatives or trustees under the SAG Trust Agreements.

All contributions shall be calculated and made in accordance with Section 22 of the Television Agreement.

## **4. Additional Provisions: Right to Monitor**

A. The following specific provisions of the Basic and Television Agreements are incorporated herein. To the extent any provisions of this Agreement are inconsistent with the Basic or Television Agreements, the provisions of this Agreement control.

1. The following general provisions of the Basic Agreement shall apply to Performers and Background Actors employed on the Program:

Section 1, "*Recognition and Scope of Agreement*"

Section 2, "*Union Security*"

Section 3, "*Strikes*"

Section 14, "*Preference of Employment*"

Section 26.A. - D., "*Policy of Non-Discrimination and Diversity*"

Section 28, "*Injuries to Persons or Property During Performance; Safety*"

Section 36, "*Term and Effective Date*"

Section 37, "*Union's Articles and By-Laws*"

Section 41.C., "*Rules of Construction*"

Section 43, "*Nudity*"

2. The following provisions of Schedule X, Part I and Part II of the Basic Agreement shall apply to Background Actors employed on the Program:

Sections X-I, 44(a) – (g) and (i) and X-II, 45(A) – (G) and (I), "*Policy of Non-Discrimination and Diversity*"

Sections X-I, 45 and X-II, 46, "*Sanitary Provision*"

Sections 46 and 47, "Payment Requirements"  
Sections 54, "Statute of Limitations"  
Section 55, "Grievances"

3. The following provision of the Television Agreement shall apply to Performers and Background Actors employed on the Program:

Section 27 "Production Time Reports, Late Payments, Overwithholding, Payroll and Unemployment Insurance Information"

4. For Derivative Programs only, Section B (5) of the Sideletter Re Programs Made for New Media to the Basic Agreement and the Television Agreement.

B. Right to Monitor. SAG-AFTRA shall have, and shall not be prevented from exercising, the right to monitor Producer's performance of its obligations under this Agreement, including, but not limited to, full access to sets at all times. SAG-AFTRA observation shall be done in such a manner as not to interfere with production. In addition, within five (5) days of SAG-AFTRA's request, Producer shall promptly provide to SAG-AFTRA copies of all Performers' employment contracts and all documents relating to compensation payable to Performers..

## **5. Financial Assurances**

SAG-AFTRA may, in its sole discretion, require financial assurances with respect to each Program or Episodic Series including, without limitation, a bond, cash deposit, guaranty, collection account management agreement, security agreement, and/or other forms of financial assurances deemed necessary by SAG-AFTRA for the protection of the Performers and Background Actors employed by Producer. Producer shall timely provide all financial assurances required by SAG-AFTRA prior to the start of principal photography of the Program, unless SAG-AFTRA extends the time for delivery of such financial assurances. Producer's failure to fully and timely comply with SAG-AFTRA's request for financial assurances shall be a substantial breach of this Agreement, and SAG-AFTRA shall have the right to withhold the services of Performers and Background Actors with respect to the Program or Episodic Series until SAG-AFTRA determines in its sole discretion that such requirements are fully satisfied.

Upon the sale, transfer, assignment, license, lease, agreement to distribute or other disposition by the Producer of any of its rights in the Program or Episodic Series, Producer shall deliver to SAG-AFTRA the Distributors Assumption Agreement or Buyers Assumption Agreement requested by SAG-AFTRA, fully executed by the transferee.

## **6. Arbitration**

All disputes and controversies of every kind and nature whatsoever between any Producer and SAG-AFTRA or between any Producer and any Performer or Background Actor arising out of or in connection with this Agreement or any contract or engagement (whether overscale or not, and whether at the minimum terms and conditions of this Agreement or better) in the field covered by this Agreement as to the existence, validity, construction, meaning, interpretation, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement and/or such contract or engagement, shall be submitted for resolution in accordance with the applicable grievance and arbitration procedures set forth in Exhibit A.

## **7. Reuse (Residuals)**

A. The term "Distributor's Gross," shall be defined per Section 4.A of the Sideletter Re: New Media Reuse in the Basic Agreement and Television Agreement, with reporting and payments due as described per Section 4.C. of the sideletter. SAG-AFTRA shall have the same rights of inspection as provided in Section 4.B. of the same sideletter.

1. Original Programs in New Media:

Initial compensation shall constitute payment for twenty-six (26) consecutive weeks of use on any Consumer-Pay Platform and all uses on Free-To-Consumer Platforms.

Residuals of 3.6% of "Distributor's Gross" as defined above will be due for exhibition on Consumer-Pay Platforms beyond the twenty-six (26) consecutive week period if the Original Program is budgeted at or above \$25,000 per minute, as exhibited.

2. Derivative Programs in New Media:

Initial compensation shall constitute payment for thirteen (13) consecutive weeks of use on all Free-To-Consumer Platforms and for a separate twenty-six (26) consecutive weeks of use on any Consumer-Pay Platform.

Continued Exhibition on Free-To-Consumer Platforms in excess of thirteen (13) consecutive weeks from the date of the initial exhibition: A residuals payment to each Performer in the amount of twenty dollars (\$20.00) shall be due for Programs that are ten (10) minutes or less in length (\$25.00 for Programs that exceed ten (10) minutes) ("Fixed Residuals Payment") as consideration for a twenty-six (26) consecutive week period of use. An additional Fixed Residuals Payment shall be due if the Program is available beyond the twenty-six (26) consecutive week period of use. Neither of the aforementioned residuals payments shall cover a period that is more than one (1) year after the expiration of the thirteen (13) weeks of exhibition covered by initial compensation. For exhibition beyond the timeframe above, residuals are due at a rate of 6% of "Distributor's Gross" as defined above.

Continued Exhibition on Consumer-Pay Platforms in excess of twenty-six (26) consecutive weeks from the date of initial exhibition: Residuals are due at a rate of 3.6% of "Distributor's Gross" as defined above.

3. Payment for all exhibitions of Original and Derivative Programs in traditional media shall be governed by the applicable provisions of the Sideletter on Programs Made for New Media in the Basic Agreement and Television Agreement.

B. Reuse of Photography or Soundtrack No part of the photography or sound track of a Performer shall be used other than in the picture for which he was employed, without reaching an agreement with the Performer regarding such use. Producer may use photography or sound track for the purpose of promoting the Program or Episodic Series, provided that such photography or sound track does not exceed five (5) minutes in length. Consent for the use of nude photography or "bloopers" excerpts, or use in commercials must be obtained in writing and separately from the Performer's employment contract.

**8. Initial Release in Traditional Media; Ineligibility Under this Agreement**

If the Program or Episodic Series is initially exhibited in Traditional Media or has been misrepresented or otherwise misclassified as a New Media production under this Agreement, as determined by SAG-AFTRA in its sole discretion, then the Program or Episodic Series shall be reclassified as follows: (i) if the Program is an entertainment program, the terms and conditions of the Television Agreement or Theatrical Agreement in its entirety shall be deemed applicable to the Program, or (ii) if the Program is of a type typically produced pursuant to a different SAG-AFTRA Agreement (eg. the Commercials Contract), then Producer agrees that the terms and conditions of the applicable SAG-AFTRA Agreement in its entirety, including any provisions related to initial or additional compensation and restrictions on use, shall be deemed applicable to the Program or Episodic Series.

Within ten (10) days following any reclassification hereunder, Producer must pay to the Performers and Background Actors or to SAG-AFTRA for the benefit of the Performers and Background Actors, any additional sums necessary to bring the compensation of the Performers and Background Actors into full and complete compliance with the minimum rates, terms and conditions specified in the then-current applicable SAG-AFTRA Agreement. SAG Pension and Health Plan contributions must also be paid on any such additional amounts. Producer agrees that, within a reasonable time following reclassification hereunder, it shall enter into and execute such documents as SAG-AFTRA may deem reasonably necessary to effectuate the intent of this section. If Producer fails to timely abide by any provision of this section, then Producer shall have no right to use the Performers' performances (notwithstanding any contrary language herein, in the Television Agreement, or in any Performer's individual employment contract) unless and until the Producer has

remedied such default. Additionally, it is understood that nothing herein shall be deemed to supersede any right or remedy a Performer may have at law or otherwise relating to an unauthorized use of his or her name, likeness, image, voice, performance or any other personal attribute.

Any dispute over the meaning or application of this section shall be subject to the expedited arbitration process set forth in Exhibit A, Section 2. Initiation of the expedited arbitration process by SAG-AFTRA shall constitute notice that payment default continues, and therefore late payment penalties will continue to accrue.

## **9. Credit**

Performers shall be accorded credit if any other person receives credit on the Program. "Clickthrough" credits may be used.

## **10. Reports; Required Disclosures**

- A. Producer shall submit to SAG-AFTRA the following completed reports:
1. Completed Pre-Production Cast List, at least 48 hours prior to the start of principal photography;
  2. Copies of employment contracts and/or deal memos for each Performer, within a week of the first day of his or her employment;
  3. Production Time Reports, no later than the end of the following week;
  4. Final Cast List, within 30 days from the end of production or, in the case of a series, at the end of production of each episode.
  5. Casting Data Reports, completed upon the conclusion of principal photography and submitted no later than twenty (20) days following the calendar quarter in which principal photography was completed.
- B. Producer agrees to abide by the terms of the New Media Employment Policy, attached hereto as Exhibit B. Any dispute arising under Exhibit B shall be subject to the expedited arbitration process set forth in Exhibit A, Section 2.
- C. Required Disclosures. Producer understands that eligibility for the special terms and conditions provided under this Agreement are contingent on Producer's truthful representations concerning the nature of the Program or Episodic Series. Accordingly, Producer agrees to the following:
1. Breakdowns and casting notices shall indicate which New Media Agreement tier, special agreement is applicable to the Program or if the Program is being produced under negotiable terms.
  2. Prior to hire, Producer and/or Producer's representatives shall disclose to Performers and Performers' representatives (if any), any special and/or negotiable terms applicable to the Program.
  3. Producer shall inform SAG-AFTRA, Performers, and Performers' representatives if the Program has any commercial sponsors.

Producer's failure to make the disclosures required herein shall entitle affected Performers and/or SAG-AFTRA to renegotiate compensation and/or the terms and conditions provided under this Agreement.

## **11. Miscellaneous**

The applicable provisions of this Agreement shall be deemed incorporated in the employment contract between Producer and each Performer. No provision of this Agreement may be waived by any Performer.

Except as otherwise set forth in this Agreement, all notices required or permitted under this Agreement shall be in writing at the address set forth below (or to such other address as a party specifies in a notice under this section) and shall be and must be given by (a) personal delivery, (b) overnight courier service, (c) certified mail, return receipt requested, (d) first class mail, or (e) facsimile, with a copy sent by first class mail. Notice shall be deemed duly given or made upon the earlier of actual receipt, two calendar (2) days after deposit with an overnight courier service, five (5) calendar days from the date of mailing within the United States, or seven (7) calendar days from the date of mailing across national borders.

Any provisions which by their terms or nature are intended to survive termination of this Agreement shall survive any termination of this Agreement.

This Agreement represents the complete understanding reached between the parties in connection with the subject matter hereof and supersedes any oral understanding or agreement regarding all such matters. This Agreement may be signed in counterparts, each of which will be deemed an original and all of which together will make one Agreement. Any signature delivered by fax or otherwise transmitted electronically shall be considered valid and binding to the same extent as an original signature.

If any portion of this Agreement is deemed unenforceable, it shall be modified to the limited extent necessary to make it and the remainder of the Agreement enforceable.

**PRODUCER  
AGREED AND ACCEPTED:**

**SAG-AFTRA  
AGREED AND ACCEPTED:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
URL (if applicable)

**EXHIBIT A**  
**Dispute Resolution**

**1. Grievance and Arbitration**

With the exception of disputes subject to the expedited procedures described in section 2 of this Exhibit A, the following grievance and arbitration procedures shall apply to arbitrable disputes:

A. Time Limits:

Proceedings for grievance of a claim must be commenced by the filing of a written grievance within twelve (12) months following the date on which the party bringing the grievance proceeding knew or should have known of the facts upon which the claim is based.

B. Grievance Procedure:

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

C. Arbitration:

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

(1) Institution of Arbitration

The Union or Producer shall deliver to the other a written demand for arbitration setting forth the basis for the dispute. The demand for arbitration shall be served on the other party not later than twelve (12) months after the date of filing of the grievance.

(2) Service of Demand

The demand for arbitration shall be served upon the other party by first class mail [and/or email?] addressed to the representative of the Union or the Producer at such party's last-known address. The other party may file a written reply within ten (10) days following the delivery of the demand for arbitration.

(3) Arbitrator Selection

Within fifteen (15) days of the date the arbitration demand is served upon Producer, the parties shall in good faith attempt to mutually agree upon an arbitrator to hear and determine the dispute from the following list or such successor list as may be set forth in the Basic Agreement:

<u>Los Angeles</u> Sara Adler Norman Brand Mark Burstein Joseph Gentile Joel Grossman Fred Horowitz Stuart Mandel Michael Rappaport Sol Rosenthal	<u>New York</u> Ralph S. Berger Noel Berman Andrea Christensen George Nicolau Joan Parker Janet Maleson Spencer Carol Wittenberg
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If the parties cannot agree upon the arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. A coin toss shall determine the party who is to strike first. The arbitrator who is left shall be appointed as the arbitrator in the proceedings. In the event that the Producer fails to participate in the selection process, SAG-AFTRA may unilaterally select



the arbitrator from the panel. Failure of the complaining party to initiate arbitrator selection within the times set forth shall not constitute a waiver of nor prejudice any grievance hereunder unless: (i) the responding party provides written notice to the complaining party that it will be materially prejudiced if arbitrator selection does not commence promptly; (ii) the notice provided by the responding party sets forth a date by which to commence arbitrator selection; (iii) the complaining party fails to engage in arbitrator selection by the date set forth in such notice; and (iv) the responding party can demonstrate it was, is, or will be materially prejudiced by such delay.

#### (4) Timing and Place of Hearing

Subject to the availability of the arbitrator, the arbitration hearing will be commenced within sixty (60) days of the date that the arbitrator is selected. The selected arbitrator's inability to schedule the arbitration hearing within sixty (60) days shall not disqualify that arbitrator from hearing the dispute.

All arbitrations shall be held in SAG-AFTRA's office in Los Angeles, absent agreement of the parties; provided that if Producer has its headquarters for the production of Programs or Episodic Series in New York and a majority of the witnesses required for the hearing reside regularly in or around the New York area, such arbitration may be held in New York.

#### (5) Exchange of Information

The parties will cooperate in the exchange of information and documents consistent with their obligations under federal labor law prior to any hearing. Not later than thirty (30) days prior to the arbitration hearing, any party may make a written request to the other to produce, on a date not later than five (5) days before the hearing, documentary evidence of the type producible pursuant to a *subpoena duces tecum*. The documents must be produced on the date requested, but the other party may object to the production of the documents to the same extent as though the documents were subpoenaed. Any such objection shall be considered by the arbitrator at the hearing.

#### (6) Award of the Arbitrator

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

In no case may any arbitration hereunder or any award therein affect any rights of the Producer or performer in or to or with respect to the results and proceeds of the performer's services or in or to or with respect to the use of the performer's name, voice or likeness provided, however, than in addition to all other available remedies, the arbitrator shall have the power and authority to issue injunctive relief with respect to any dispute arising under Section 43 of the Basic Agreement with respect to nudity.

#### (7) Costs and Expenses

Each party shall bear its own costs in connection with any arbitration hereunder. The cost and expenses of the arbitrator shall be shared equally by SAG-AFTRA and the Producer involved.

#### (8) Expiration of this Agreement

Termination or expiration of this Agreement shall not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising during the term of this Agreement.

## (9) Waiver or Extension of Time Limits

All time limits provided in this Exhibit A may be extended or waived by mutual agreement of the parties. The failure to file a written grievance or written demand for arbitration within the prescribed time frame shall not be an absolute bar to the grievance, unless the other party can demonstrate it has been materially prejudiced by such delay.

### **2. Disputes Subject to Expedited Arbitration Procedure**

The following procedure applies only to disputes between SAG-AFTRA and the Company concerning the interpretation or application of sections 8 and 10 of this New Media Agreement.

#### **A. Commencement of Proceedings**

Complainant shall initiate expedited arbitration proceedings by written notice, setting forth the particulars of the claim, to be sent to the respondent in accordance with the procedures described in Section 1.C.(2) of this Exhibit A.

#### **B. Arbitrator Selection**

A single arbitrator shall be selected as set forth in section 1.C.(3) of this Exhibit A, or alternatively, at the Complainant's discretion, in accordance with the Expedited Labor Arbitration rules of the American Arbitration Association (AAA), as modified herein. If the initial arbitrator is not available to hear a dispute within the time set forth herein, the parties may select an arbitrator pursuant to the AAA rules.

#### **C. Timing and Place of Hearing**

Subject to the arbitrator's availability, the hearing shall commence within twenty (20) business days following the respondent's receipt of the notice.

All expedited arbitration hearings under this section 2 shall be held in SAG-AFTRA's office in Los Angeles, absent agreement of the parties to another situs.

#### **D. Award of the Arbitrator**

Within ten (10) business days following the close of the arbitration hearing or submission of post-hearing briefs, whichever is later, the arbitrator shall issue a written decision and award on the issue presented. The arbitrator's failure to meet the deadline shall not deprive him/her of jurisdiction over the dispute or render the award invalid because it is made thereafter. The award of the Arbitrator shall be final and binding upon all parties to the proceeding and judgment upon such award may be entered by any party in any court having jurisdiction.

Any award so rendered may be cited or offered into evidence by any party in another arbitration proceeding under this Agreement or under the Net Code related to the same Program or Episodic Series.

#### **E. Equitable and Injunctive Relief Allowed**

In any action under this expedited proceeding, the arbitrator may order injunctive or equitable relief, including enjoining exploitation of the Program or Episodic Series pending full payment of all amounts due hereunder.

#### **F. Miscellaneous**

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

**EXHIBIT B**  
**New Media Employment Policy**

The purpose of the SAG-AFTRA New Media Agreement is to provide the protections of a union collective bargaining agreement to performers who work on Programs or Episodic Series made for initial and primary exhibition in New Media. By becoming signatory to the New Media Agreement, Producer is representing to SAG-AFTRA that the Program or Episodic Series is a *bona fide* entertainment production being produced for both initial and primary exhibition in New Media and that it intends to provide *bona fide* employment to professional performers on the Program or Episodic Series.

Producer acknowledges and agrees to the following regarding:

Please Initial:

- \_\_\_\_\_ It is against SAG-AFTRA policy, and potentially illegal, to personally profit in any way from the promise of SAG-AFTRA eligibility, including to use it as a means of attracting performers to work on the Program or Episodic Series. The sale or barter of eligibility is expressly prohibited.
- \_\_\_\_\_ It is against SAG-AFTRA policy, and potentially illegal, for employers to require the payment of money or other things of value in exchange for employment. The sale of roles is expressly prohibited, including offering roles in exchange for contributions in connection with crowd-funding campaigns.
- \_\_\_\_\_ Union eligibility cannot be used as a form of compensation in any circumstance.

SAG-AFTRA, at its sole discretion, may audit any production for compliance with this policy.

SAG-AFTRA eligibility is solely between the performer and SAG-AFTRA. Violations of these policies may result in invalidation of a performer's membership eligibility.

Failure to adhere to this Policy shall be considered a breach of the New Media Agreement. In addition to any liquidated damages provided in the Basic Agreement, a breach of this Policy may result in a termination of SAG-AFTRA signatory status. Additionally, in the event SAG-AFTRA believes a breach involves fraud and/or violation of law, SAG-AFTRA may seek injunctive relief in addition to any other available remedies.

**Accepted and Agreed:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory Company, if applicable

\_\_\_\_\_  
Please type name and title

\_\_\_\_\_  
Title of Production