

2016 SAG-AFTRA AUDIO RECORDED COMMERCIALS CONTRACT
MEMORANDUM OF AGREEMENT

Memorandum of Agreement (“MOA”) made by and between SAG-AFTRA (the “Union”) and the ANA-4A’s Joint Policy Committee on Broadcast Talent Union Relations (the “JPC”) on this 3rd day of April, 2016.

The parties hereby agree as follows:

1. Title: Amend the title as follows:

“SAG-AFTRA ~~Radio~~ Audio Recorded Commercials Contract”

2. Recognition and Coverage.

- (a) Amend the last sentence of ¶ 1 as follows:

“Except as otherwise set forth in this Contract, Mmembers of the public, nonprofessionals, minors, *etc.* who perform in commercials shall be covered under this Agreement.”

- (b) Amend ¶ 12 to add the following:

“Producer recognizes SAG-AFTRA as the exclusive collective bargaining agency for all Performers and Producer agrees that during the term of this Agreement, all Performers employed by Producer for recorded commercials will become members of SAG-AFTRA in good standing in accordance with the provisions of Section 42 of this Agreement. In order for a performer to be “employed by Producer” as required by this paragraph, the Performer must be employed by a *bona fide* producer of commercials covered by the Audio Recorded Commercials Contract. The Union reserves the right to reject or revoke the signatory status of any company if that company is not a *bona fide* producer of commercials.”

3. Section 1 – Payment Due Date.

- (a) 1.1. – Amend as follows: “~~12~~ 15 working days after date of recording; or”

- (b) 1.2. – Amend as follows: “In the case of editing, dubbing or similar changes requiring additional payment, ~~12~~ 15 working days after the date of first use; or”

4. Section 6 – Minimum Compensation – Fees Per Commercial – “Session Fees”. Except as otherwise provided, effective April 1, 2016, increase by 7% all contract rates for principal performers including, without limitation, wages, adjustments, allowances, and liquidated damages (whether owed to the performer or to the union).

5. Section 8 – Compensation and Limitation. Add new subsection F. (and renumber the remaining subsections) as follows:

“All compensation paid to performers for covered services hereunder grants Producer the right to simultaneously stream or otherwise transmit commercials on the Internet and/or New Media. The foregoing applies to simultaneous streaming, simultaneous cellular transmission and any other means of simultaneous transmission that currently exists or may hereafter be developed. This provision will sunset on March 31, 2019.”

6. Section 13 – Network Program Commercials. Add, at the beginning of 13.F., the following:

“All compensation paid to performers for covered services hereunder grants Producer the right to simultaneously stream or otherwise transmit commercials on the Internet and New Media. The foregoing applies to simultaneous streaming, simultaneous cellular transmission and any other means of simultaneous transmission that currently exists or may hereafter be developed. This provision will sunset on March 31, 2019. The rates set forth below shall be applicable to network program commercials:”

7. Section 16 – Internet.

- (a) Amend ¶ 1 of 16.A.3. as follows:

“Producer may use the commercial on the Internet for 4-week cycles of use, 8-week cycles of use or 1-year cycles of use, in any combination, until the expiration of the Maximum Period of Use (“MPU”) for the same rates set forth in Section 16.A.4. Such Internet cycles of use need not be consecutive.”

- (b) Amend 16.A.4. as follows:

“Compensation

a) 4-Week Cycle of Use – not less than 125% of the applicable session fee.

b) 8-Week Cycle of Use – not less than 150% of the applicable session fee.

c) 1-Year Cycle of Use – not less than 400% of the applicable session fee.”

- (c) Amend 16.B.1 as follows:

“Performers shall be compensated at not less than the minimum rates for session set forth in Section 6 and not less than the minimum use rates set forth below. Session fee may be credited against Internet use if such use occurs within 13 weeks of the initial session date.

a) 4-Week Cycle of Use – not less than 125% of the applicable session fee.

(b) 8-Week Cycle of Use – not less than 133% of the applicable session fee.

(c) 1-Year Cycle of Use – not less than 350% of the applicable session fee.”

8. Section 17 – New Media.

(a) Amend ¶ 1 of 17.A.3. as follows:

“Producer may use the commercial on New Media for 4-week cycles of use, 8-week cycles of use or 1-year cycles of use, in any combination, until the expiration of the Maximum Period of Use (“MPU”) for the same rates set forth in Section 17.A.4. Such New Media cycles of use need not be consecutive.”

(b) Amend 17.A.4. as follows:

“Compensation

4-Week Cycle of Use – not less than 125% of the applicable session fee.

8-Week Cycle of Use — not less than 150% of the applicable session fee.

1-Year Cycle of Use — not less than 400% of the applicable session fee.”

(c) Amend 17.B.1. as follows:

“Performers shall be compensated at not less than the minimum rates for session as set forth in Section 6, and at not less than the minimum use rates as set forth below. Session fee may be credited for New Media use if such use occurs within 13 weeks of the initial session date.

4-Week Cycle of Use – not less than 125% of the applicable session fee.

8-Week Cycle of Use — not less than 133% of the applicable session fee.

1-Year Cycle of Use — not less than 350% of the applicable session fee.”

9. Section 16 – Internet and Section 17 – New Media. Add new subsection C. to Sections 16 and 17 as follows:

“C. The Union and the JPC will pilot test alternative methodologies for calculating use fees due to principal performers appearing in commercials exhibited on Internet and/or New Media platforms. The bargaining parties will use good faith efforts to begin the pilot test project within 90 days of the conclusion of negotiations with the goal of completing the pilot test project not later than August 1, 2018. The JPC and the Union shall each recommend to their respective trustees that the AICF and IACF approve funding for the pilot test.”

10. Section 24 – Editing and Dubbing. Amend 24.E. as follows:

1. A commercial for ~~the same product or service~~ of an advertiser may be changed to reflect different special offers and promotions, sales or giveaways, sweepstakes or sale events, ~~whether offered or conducted by the advertiser or any designated outlet(s).~~ Such changes may include a reference to a feature of the designated outlet, if any, but may not involve a mention of any other branded product or service. Separate session fees shall be payable to Performers employed to render services in making such changes, but any different versions so created may be considered one commercial for the purpose of use fees. ~~This subsection shall not be available to advertisers whose outlets exclusively sell products or provide services of the advertiser.~~

2. ~~The same types of changes may be made involving mentions of different items customarily sold by the national or regional advertiser, provided that no more than one version made under this Section 24.E.2. may be aired in the same market. Separate session fees shall be payable to Performers employed to render services in making each such change, but the different versions so created may be considered one commercial for the purpose of use fees. Any principal Performer appearing in such a commercial who is not required to render actual services for such additional variations shall be paid a session fee for the 1st variation and 50% of a session fee for each subsequent variation. For the use of all such variations in any one cycle, each such principal Performer shall receive payment equal to the amount due for the aggregate number of units or cities in which all variations are broadcast during the same cycle.~~

2. ~~With respect to both subsections 1 and 2 above,~~ The following shall apply:

- a. Only one reference to any special offer or promotion may be made in the commercial, although such reference may appear in the beginning, or the body or the end of the commercial.
- b. The reference to the special offer or promotion must be in the nature of a “tag” as that term is commonly used in the Industry.
- c. The commercial must be produced by, and the media bought by, the advertiser.
- d. Multiple variations may run in the same market at the same time.
- e. Each commercial is subject to a 2-week promotional limitation.

11. Section 26 – Improvisation During Auditions. Delete Section 26 in its entirety and renumber the sections accordingly.

12. Section 27 – Ad-Lib or Creative Session Call. Amend 27 as follows:

The session shall be deemed a creative session call when principal performer is required to devise action or provide dialogue not suggested by a script, storyboard or by specific direction. The principal performer shall be paid for such services as follows:

(a) Where the principal performer is not required on such call to perform services in the production of commercial or commercials, the principal performer shall be paid a minimum fee of \$251.10 which shall be deemed compensation for 1 hour. ~~Of such improvisational services~~ For all time spent in excess of 1 hour, the principal performer shall be paid in ½ -hour units, at the rate of \$125.55 per unit.

(b) Where the principal performer is required on such call to perform services in the production of commercial or commercials, the principal performer shall be paid, in addition to his/her session fee, an additional 50% of such session fee for each commercial in connection with which he/she renders such creative services and such additional fee or fees may not be credited.

13. Section 30 – Holiday Work. Amend Section 30.A. as follows:

“If a Performer works on any of the following holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Washington’s Birthday (Presidents’ Day), Memorial Day, July Fourth, Labor Day, Veterans Day, Thanksgiving Day or Christmas Day, such Performer shall receive double what he or she would receive for a weekday. Whenever any of said holidays falls on a Sunday, such holiday, for all purposes herein, shall be deemed to fall on the Monday next succeeding.”

14. Section 34 – Maximum Period of Use of Commercials – Actors, Announcers and Singers. Amend subparagraph 34(b) as follows:

“The period of time during which a commercial may be used, specified in subsection A. above, shall be deemed to be automatically renewed for an equivalent period of time unless the actor, announcer or Singer employed in such commercial shall, not more than 120 days and not less than 60 days prior to the expiration of such period of time, give written notice by mail or email to Producer or to the Advertising Agency of the actor’s, announcer’s or Singer’s election not to grant such right of renewed use. If notice is provided by email, that email must request a read receipt from the recipient. Similar renewals for successive equivalent periods of time shall be deemed to be automatically granted, unless any actor, announcer or Singer shall, not more than 120 days and not less than 60 days prior to the expiration of any renewal period of use, give written notice of election not to grant such right of renewal as herein before provided. Copies of the notice shall be sent to the Union electronically to an address designated by the Union. However, whether or not the notice was sent to the Union shall not be deemed conclusive evidence of whether the notice was sent in compliance with this Contract. Upon request, the Union will provide a copy of the notice to Producer, talent agent or performer, within 15 working days.”

15. Section 38 – Effective Date and Term.

(a) Amend 38.A. as follows: “This Contract shall be for a 3 year term commencing April 1, 2013~~6~~ and continuing to and including March 31, 2016~~9~~, and shall continue in effect thereafter until terminated by either party by 60 days’ notice in writing to the other. Except as otherwise specifically provided, the terms and

provisions hereof shall apply to all commercials produced on or after April 1, 2013~~6~~.”

- (b) Delete 38.B.: “~~For services performed in commercials made between April 1, 2016 and June 22, 2016, all retroactive payments must be made no later than 30 days following ratification.~~”

16. Section 49 – Union Standards.

Amend 49.A. as follows: “Except as otherwise permitted hereunder, A a Producer will not engage in the production of a commercial or any part thereof (including sound track) as to which one or more Performers is employed by a person not signatory to this Agreement or a Letter of Adherence hereto (a “nonsignatory”) or acquire a commercial or any such part thereof as to which one or more Performers was employed by a nonsignatory, unless, in each case, Producer determines, after reasonable investigation, that such Performers have been and will be either (1) afforded the wages, hours, working conditions and other economic benefits provided in this Agreement or (2) afforded wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to such nonsignatory.

17. Section 60 – Reservation of Rights. Amend as follows:

“The Union reserves the right to establish, upon 10 days’ written notice to Producer and the JPC, and Producer and the JPC agrees to accept, rates for commercials to be made and used in one designated city, the minimum fees for which shall in no event exceed the rates provided herein.”

18. Section 62 – Transfer of Rights—Assumption Agreement. Add new subparagraph E as follows:

“Notwithstanding the foregoing, in the event that an advertiser or agency becomes signatory to the Contract, or in the event that a non-signatory advertiser transfers all or a portion of its business from a non-signatory agency to a signatory agency, the Union shall waive application of this Contract to commercials that were produced prior to becoming a signatory or prior to transferring business to a signatory agency on the following condition: The advertiser, or its agency, shall provide to the Union a list of all such commercials within 60 days of the advertiser or agency becoming signatory or transferring business to a signatory agency. The Contract will fully apply to such commercials, however, if they are edited or modified other than as permitted by Section 24, Editing and Dubbing, subsequent to the advertiser or agency becoming signatory or transferring business to a signatory agency.”

19. Section 64 – Arbitration. Insert new subparagraph 64.I. as follows:

“Any and all waivers and/or arbitration decisions rendered under this Contract, regardless of whether any JPC authorizer is a party to such decision, shall be immediately provided to the JPC upon receipt by the Union. Such copies shall be sent to the JPC c/o Reed Smith, LLP, Attn: Douglas J. Wood, 599 Lexington Avenue, New York, NY 10022.”

20. Section 66 – AFTRA Health and Retirement Funds.

With respect to services performed under this Agreement and with respect to commercials produced under this Agreement and broadcast on and after April 1, 2016, the Producer shall pay to the AFTRA Health and Retirement Funds (the “H&R Funds”) and the AFTRA Industry Cooperative Fund (the “AFTRA ICF”) (collectively the “Funds”), and to any successor of any of the Funds, a sum equal to ~~16.8~~18% of the gross compensation (as here in defined) paid to each Performer (including deceased performers) for such services and/or the use of such commercials. The parties hereby agree that:

1. ~~16.05~~17.25% of such contributions shall be allocated to the AFTRA H&R Funds;
2. .50% to the AICF; and
3. .25% to the Administrative Maintenance Fund (defined below).

21. Section 67 – Public Service Announcements/Government Agency Messages.

“In seeking a waiver for the public service messages, Producer shall obtain the consent of the Union before seeking the consent of a Performer. The Union, cognizant of the importance of public service announcements and government agency messages to the welfare of our Country, will follow a liberal policy in granting waivers for additional compensation for the use of messages produced and used under the auspices and/or on behalf of the various Federal, State and local governmental agencies, non-profit public service organizations, ~~501(c)(3)~~ charities, and museums. The Federal, State or local governmental agencies, non-profit public service organizations, ~~501(c)(3)~~ charities, or museums that are the subject of the public service announcement or government agency message shall be permitted to display advertiser logos/IDS on their website (including the landing page). Producer shall obtain the principal performers’ consent to the presence of advertiser logos/IDs on the landing page at the time of engagement. Producer may include such agreement in the Special Provisions section of the applicable employment contract.”

22. Section 70 – Employment of Minors. Add the following subparagraph to subsection 70.E.3. as follows:

“A copy of the teacher’s/tutor’s current credentials and identification shall be provided to the parent/guardian by the Producer for inspection.”

23. Section 73 – Most Favored Nations. Insert new Section 73, Most Favored Nations, as follows:

“The Union agrees to apply the same Contract provisions and waivers to all employers who become JPC authorizers after the commencement date of the Contract. The Union agrees that it will notify the JPC of any contracts entered into with and/or waivers granted to other employers that have provisions more favorable than this Contract. The JPC may, at its election, extend such terms to JPC authorizers, including any terms and conditions

of such waiver or contract terms. The foregoing shall not apply with respect to local or regional codes or to terms negotiated with local or regional advertisers or agencies.”

24. Section 74 – Alternate Method of Compensation. Insert new Section 74 Alternate Method of Compensation as follows:

“The parties will study alternative methodologies for calculating fees due to principal performers appearing in commercials. In addition, over the 2016 to 2019 term of this Contract, the parties agree to conduct a study of industry and technological changes so that the parties may consider the results of such study at a future negotiation. The bargaining parties will use good faith efforts to begin the project within 90 days of the conclusion of negotiations with the goal of completing the project not later than August 1, 2018. The parties shall each recommend to their respective trustees that the AICF and IACF approve funding for the project. The parties shall proceed on these studies on the basis of mutual cooperation and agreement.”

25. Exhibit A – Employment Contract. Amend to include the following confidentiality clause as Standard Provisions #4:

“‘Confidential Information’ means trade secrets, confidential data, and other non-public confidential proprietary information (whether or not labeled as confidential) including any and all financial terms of and products involved in the production and any and all scripts whether communicated orally, in written form, or electronically. Confidential information does not include information that was lawfully in Performer’s possession prior to being disclosed in connection with the employment of Performer, is now, or hereafter becomes generally known to the public, or that Performer rightfully obtained without restriction from a third party. Performer acknowledges that Performer has and will become aware of certain Confidential Information. Unless otherwise required by law, Performer agrees that, without Producer’s prior written approval, Performer shall hold such Confidential Information in the strictest confidence and that Performer will not disclose such Confidential Information to anyone (other than Performer’s representatives in the course of their duties to Performer, which representatives shall be bound by the same restrictions as set forth in this Agreement) or utilize such Confidential Information for Performer’s benefit or for the benefit of a third party. Notwithstanding the foregoing, nothing herein shall prohibit Performer from disclosing Confidential Information concerning Performer’s wages, hours, and other terms and conditions of employment as that term is defined under Section 7 of the National Labor Relations Act. For clarity, except as set forth above, Producer may not demand or request that Performer execute any non-disclosure agreement that has not been approved in advance and in writing by the Union.” This provision is not intended to supersede any confidentiality provisions in celebrity agreements.

26. Sideletter 5 re: Experimental Coverage Waiver for Made For Internet and Made For New Media Commercials. Amend Sideletter 5 as follows:

March 31, 2016

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

Re: EXPERIMENTAL COVERAGE WAIVER FOR ~~MADE FOR~~
~~INTERNET AND NEW MEDIA~~ COMMERCIALS

Dear Mr. Wood:

This letter will confirm the Union's agreement to an experimental waiver regarding coverage of persons in ~~Made for Internet and Made for New Media~~ commercials. This waiver shall expire on March 31, 2016~~9~~ and shall not be citable or precedential in future negotiations or in the interpretation of any other provision of the Contract.

This waiver will not apply with respect to those persons who are cast and/or who are scripted for the commercial(s).

A Producer of a ~~Made for Internet and Made for New Media~~ commercial(s) may record activities of persons in public without covering such persons under the Contract, provided such persons are neither scripted to speak any dialogue nor cast for the commercial(s):

Notwithstanding the foregoing, this waiver is limited to the following:

- i. Live Events – “Live Events” attended by at least 20 persons who are neither hired nor cast by Producer to attend the event. However, such Live Events (1) shall not be staged for the purpose of producing a commercial(s); and (2) non-covered participants at the live events may not receive individual direction but may be directed as a group.
- ii. Man on the Street - A “Man on the Street Commercial” means a commercial where an interviewer interviews people on the street, at public venues, or at live events and asks them questions or makes statements or gestures to elicit a response or reaction from them. The interviewer is a Covered Person for purposes of the Contract whether or not they appear or perform in the commercial(s).
- iii. Hidden Recording Commercials - A “Hidden Recording Commercial” means a commercial(s) comprised of recordings captured by a hidden microphone(s) without direction to the individual(s) being recorded. An individual(s) appearing in such footage shall not be a Covered Person(s)

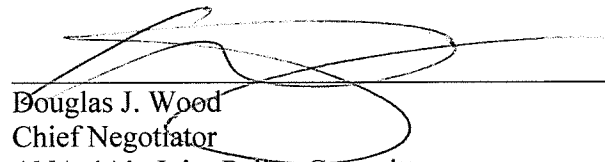
for purposes of the Contract. Any person(s) performing in the capacity of an interviewer(s), however, shall be a Covered Person whether or not they appear in the commercial.

As a material condition of the waiver, Producer shall notify the Union that it has applied the waiver and provide the Union with an electronic or physical copy of the commercial(s) within 60 days of the first exhibition of the commercial.

~~If a commercial produced pursuant to this waiver is subsequently exhibited other than on the Internet or New Media where such use is otherwise covered by the Contract, anyone qualifying as a principal in the commercial as subsequently exhibited shall be a Covered Person under the Contract and compensated accordingly. No use fees shall be due for any past or future Internet and/or New Media use of a commercial produced under this waiver regardless of whether such commercial is exhibited in any other medium.~~



David P. White
National Executive Director
SAG-AFTRA



Douglas J. Wood
Chief Negotiator
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

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27. Insert New Sideletter re: Experimental Social Media Waiver. Add the following waiver as a sideletter:

March 31, 2016

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

RE: EXPERIMENTAL SOCIAL MEDIA WAIVER

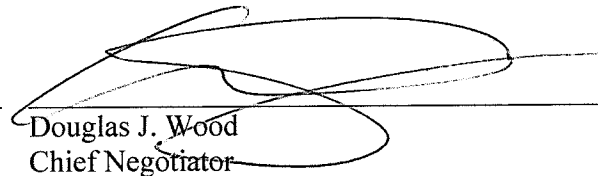
Dear Mr. Wood:

Notwithstanding anything to the contrary contained in this Contract, the following terms and conditions shall apply to Internet and/or New Media commercials produced for use on social media platforms (including, but not limited to, Facebook, Instagram, Vine, SnapChat, Tumblr, Twitter, and LinkedIn):

- (i) Producer may film and record multiple commercials for the same product, service or advertiser in a single session for a single session fee that may not be credited.
- (ii) Each commercial shall have a 30-day use cycles and a one-year maximum period of use.
- (iii) The fee per commercial for each 30-day cycle shall be 15% of a session fee.
- (iv) Producer shall not obtain any exclusivity from principal performers and no holding fees shall be due to principal performers.
- (v) Section 24, Editing and Dubbing, Section 16.A.2. and Section 17.A.2. shall not apply to commercials produced pursuant to this waiver.
- (vi) This waiver shall sunset on March 31, 2019.



David P. White
National Executive Director
SAG-AFTRA



Douglas J. Wood
Chief Negotiator
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

28. Add New Sideletter as follows:

March 31, 2016

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

Re: EXPERIMENTAL COVERAGE WAIVER FOR NON-PROFESSIONAL
ENDORSERS

Dear Mr. Wood:

During the 2016 Commercials Contracts negotiations, the JPC contended that it was necessary for signatory Producers to engage non-performer testimonial endorsers without coverage of the collective bargaining agreement in certain circumstances. The Union expressed concern that allowing such non-coverage could negatively impact overall employment under the Commercials Contracts and result in the engagement of professional performers without coverage of the collective bargaining agreement, which the JPC confirmed is not the intent of allowing such provisions.

Nevertheless, on an experimental basis, and with a sunset date of March 31, 2019, the Union agrees that coverage shall be waived for persons providing testimonial endorsements ("endorsers") for a product, service or advertiser under the following conditions:

- (1) The employer is a JPC authorizer;
- (2) The resulting commercial complies, as applicable, with the Federal Trade Commission's Guides Concerning Use of Endorsements and Testimonials in Advertising;
- (3) The Producer must make clear in the casting notice, if any, and/or hiring process that Producer is seeking non-professionals;
- (4) The person has not been paid to render services as a principal performer in a commercial, a play, a television program, a theatrical motion picture, or an entertainment program made for the Internet or New Media. The person shall sign a declaration in the form attached as Exhibit A, a copy of which shall be provided to the Union within sixty (60) days of the first airing of the commercial;

- (5) The person is not widely known to the public at large and does not qualify as a “celebrity” as that term is generally understood in the Industry;
- (6) The person’s performance in the commercial consists of him or her describing their experiences and/or opinions of the product, service or advertiser being advertised. Any experiences and/or opinions must be independently verifiable and typical of those of a reasonable consumer in a similar situation would experience. The person may not deliver slogans or taglines;
- (7) Coverage shall also be waived for person(s) in the same commercial who have a relationship with the endorser (e.g., a family member or a treating physician appearing in the same commercial as a patient/endorser who is describing his or her experience with a life-saving medication). Such persons, however, must also qualify for a waiver of coverage under subsections (3), (4) and (5) of this sideletter;
- (8) Except as provided above, every other person in the commercial shall be covered by the full terms of the Commercials Contracts; and
- (9) In the event the foregoing conditions are not met, the person(s) shall be a covered person and receive the full benefit of the applicable Commercials Contract.

The foregoing waiver is intended to allow Producers the ability to create a commercial around the story of a particular non-professional user of an advertiser’s product or service.

By way of example, the following commercials are examples of testimonials that would qualify under this waiver:

EXAMPLE: Advertiser solicits stories from its customers regarding their experience with the advertiser’s stain removal stick. From among the stories received, the advertiser selects Kathleen, a non-professional, and decides to create a commercial regarding Kathleen and her story. In the commercial, Kathleen recounts her actual experience with the stain removal stick and describes how it saved the day when her daughter spilled ketchup on her prom dress right before going to prom. In the commercial both Kathleen and her daughter would not be covered persons under the Contract.

If advertiser had selected a professional from among the stories received, such professional would be a covered person.

If instead the advertiser elected to cast professional performers to tell Kathleen's story, the commercial would not qualify.

EXAMPLE: A commercial featuring Mike who received lifesaving treatment at a hospital, together with his treating physician and his mother. In the commercial, Mike discusses his experience at the hospital; the doctor discusses the treatment that saved Mike's life, and the mother discusses how the physician and hospital saved her son. Mike, the physician and his mother are not covered persons under the Contract.

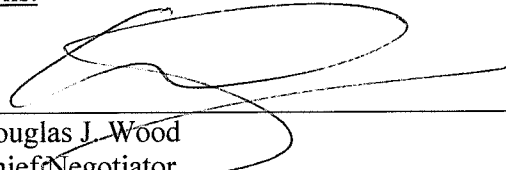
By way of example, the following are examples of commercials that would not qualify under this waiver:

EXAMPLE: A commercial where an advertiser removes the markings from a car and brings individuals in and asks them to examine the car and guess what the make of the car is. In this example, the individuals are not actual users of the car and therefore cannot provide a testimonial under FTC regulations.

EXAMPLE: Producer casts for "real people" who use the advertiser's toothpaste. Producer creates a commercial using Kim, a "real person" user of the toothpaste where she discusses general attributes and benefits of the toothpaste. Kim must be covered under the Contract because: (a) the casting notice was not specifically for a non-professional, and (b) she is not describing her actual and verifiable personal experience with the product as required by FTC regulations.



David P. White
National Executive Director
SAG-AFTRA



Douglas J. Wood
Chief Negotiator
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

Exhibit A to Sideletter XX of the SAG-AFTRA Audio Recorded Commercials Contract
SAG-AFTRA Non-Professional Endorser Declaration

Commercial Information	
Signatory Producer:	
Commercial Title:	
Advertiser:	
Product:	
Commercial AdID:	
Date(s) of Principal Phot.:	
Endorser Information	
Full legal name:	
Home Address:	
Tel./Email:	
I hereby certify to you as follows:	
<p>(1) <u>All of the statements attributed to me are expressions of my personal beliefs. I endorse the product(s) or service(s) advertised in the commercial, and prefer such product(s) or service(s) to other competitive brands. If applicable, I promise to comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising.</u></p> <p>(2) <u>I have not been paid to render services as a principal performer in a commercial, a play, a television program, a theatrical motion picture, or an entertainment program made for the Internet or New Media.</u></p>	
Signature: _____ Date: _____	
<p><u>NOTICE TO ENDORSER:</u> <u>The Producer of the commercial for which you are rendering services as a non-professional endorser is signatory to the SAG-AFTRA Audio Recorded Commercials Contract, which specifies terms and conditions of employment for performers rendering services on commercials made for television, radio, Internet and New Media exhibition. By executing this declaration, you are agreeing that the Producer need not comply with the SAG-AFTRA Audio Recorded Commercials Contract with respect to the terms and conditions of your employment. Accordingly, SAG-AFTRA will not represent you in the event of any dispute you may have with the Producer.</u></p>	
<p><u>NOTICE TO PRODUCER:</u> <u>Sideletter XX to the SAG-AFTRA Audio Recorded Commercials Contract allows signatory producers to exclude non-professional endorsers from coverage of the contract under specific conditions. Please make sure you review Sideletter XX and are familiar with its terms. If the requirements of Sideletter XX are not met, you will be required to comply with the full terms and conditions of the SAG-AFTRA Audio Recorded Commercials Contract even if this declaration has been executed.</u></p>	
<p><u>As a material condition of this waiver, you are required to provide this declaration.</u></p>	

fully completed and executed, to SAG-AFTRA within 60 days of the first airing of the commercial, to XX@sagaftra.org or by mail to Non-Professional Endorser Declarations c/o Lori Hunt, SAG-AFTRA, 5757 Wilshire Blvd, 7th Floor, Los Angeles, CA 90036. If you do not, you will be required to comply with the full terms and conditions of the SAG-AFTRA Audio Recorded Commercials Contract.

29. Add New Sideletter as follows:

March 31, 2016

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

RE: CO-ED CONTRACT AND JCRC

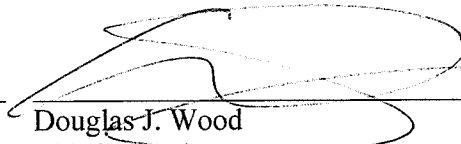
Dear Mr. Wood:

At the 2016 Commercials Contracts negotiations, the Joint Policy Committee ("JPC") contended that determinations that may be reached under the Corporate Educational & Non-Broadcast Contract ("Co-Ed") regarding the definition of "commercial" as it appears in that contract may unfairly prejudice signatories to the Commercials Contracts and that such determinations should therefore be made exclusively by the Joint Commercial Review Committee under the Commercials Contracts. The Union contended that the process by which agreements are reached under the Co-Ed is not a mandatory or proper subject of bargaining under the Commercials Contract.

Nevertheless, in the interest of achieving an amicable resolution to the negotiations, the Union agreed as follows: The Union agrees to notify the JPC in the event a claim is brought to the Co-Ed Industry Union Standing Committee regarding whether certain content constitutes a 'commercial'. In the event that a determination is made under the Co-Ed that certain content constitutes a 'commercial' under that agreement, whether by agreement at the Industry Union Standing Committee or by arbitration, the Union will provide notice of that determination to the JPC. Furthermore, the Union and the JPC agree not to submit or otherwise rely upon such determination in any arbitration conducted under the Commercials Contract.



David P. White
National Executive Director
SAG-AFTRA

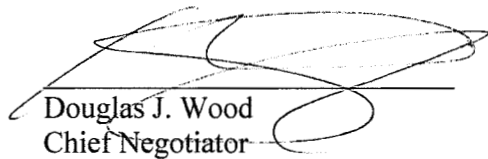


Douglas J. Wood
Chief Negotiator
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

30. Rates are effective April 1, 2016. For services performed in commercials made after April 1, 2016, all retroactive payments must be made not later than 30 days following ratification by the Union.
31. The new working conditions and all other non-economic provisions shall be effective not later than 30 days following ratification by the Union.

Except as modified herein, the terms and conditions set forth in the 2013 Radio Recorded Commercials Contract remain unchanged.

ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations



Douglas J. Wood
Chief Negotiator

Date: 4/3/16

SAG-AFTRA



David P. White
National Executive Director

Date: April 3, 2016