

# Replica Digital Voice Replica Development Agreement

This Limited Digital Voice Replica Development Agreement ("Agreement") is entered into between Replica Media, Inc. ("Developer") and Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA") with respect to the creation and use of Digital Voice Replica (as defined below) content for internal development and client demonstration purposes.

Developer Contact Person:	
Address:	
City/State/Zip:	
Phone:	E-mail:

#### 1. Definitions

For the purposes of this Agreement, the following capitalized terms shall have the definitions below:

"Development Use" shall mean the use of a Digital Voice Replica in connection with Developer's internal research and development and for demonstration by the Developer.

"Licensed Use" shall mean any license or other conveyance of the Digital Voice Replica or technology containing or enabling the Digital Voice Replica to a third party. This includes the use of the Digital Voice Replica to replace, enhance, or supplement the delivery of a performer or any other person.

**"External Use"** External Use includes use of the Digital Voice Replica in an audio or audiovisual work in any media now known and hereafter devised, including but not be limited to, the following as made available to paying or non-paying consumer(s)/end user(s): non-broadcast (e.g., personal delivery to mobile devices, internal phone and voicemail systems); interactive programs (i.e., video games); new media platforms (e.g., apps, audiobooks, podcasts and streaming content); television (e.g., news and broadcast journalism, television programming); theatrical motion pictures (including, but not limited to, use in dubbing, ADR and looping); advertising (e.g., promos, commercials); and music production (e.g. sound recordings, sweetening and music videos).

"Performer(s)" means persons who speak, act, sing, or in any other manner perform as talent.

"SAG-AFTRA Agreement" shall refer to any other SAG-AFTRA signatory or collectively bargained Agreement, including, but not limited to, any of the following agreements: SAG-AFTRA Network Code of Fair Practice for Network Television Broadcasting ("Network Code"); Producer-SAG-AFTRA Codified Basic Agreement ("Basic Agreement"); SAG-AFTRA Television Agreement ("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 ("Commercials Contract").

"Voice Model" means a computer-generated AI model or electronic creation or recreation of a voice or voices created using new or existing sound recordings or anonymized data files of one or more individual(s) regardless of media or source, that can be used to synthesize speech.

"Digital Voice Replica" (or "Fine-Tuned Model") means a Voice Model trained on recordings of specific individual(s) and has individually-identifiable unique characteristics (such as sound, tone, rhythm, or cadence) that remain consistent and recognizable when used to synthesize speech.

"Foundational Voice Model" (or "Base Model") means a Voice Model trained on large volumes of anonymized data files that does not have individually-identifiable unique characteristics (such as sound, tone, rhythm, or cadence) that remain consistent and recognizable when used to synthesize speech. A Foundational Voice Model is not intended to be user-facing.

# 2. Recognition; Scope; Coverage:

Developer recognizes SAG-AFTRA as the bargaining representative for all SAG-AFTRA members, and any other Performers engaged pursuant to a SAG-AFTRA employment contract, employed by Developer for the production of a Digital Voice Replica.

This provision of this Agreement shall apply within the United States of America, or subject to the federal and state laws in any state, regardless of where the voice recordings are made.

# 3. Recording Session Fees

Developer may engage Performer(s) for a recording session for a single voice in connection with the Digital Voice Replica(s) at no less than the minimum compensation set forth below ("Session Fee"), and the corresponding contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund (the "Plans").

The following rates are in effect as of the date of this Agreement through Jan 31, 2025:

- 4-hour day \$956.75
- 6-hour day: \$1,914.25

In addition, Developer agrees to pay sixteen and one-half percent (16.5%) on all gross compensation as contributions to the Plans ("Plan Contribution"). Plan Contributions are due at the time the Performer(s)'s compensation is paid and shall be paid directly to the Plans.

#### 4. Use and License of the Digital Voice Replica: Rights in the Recordings

Payment of the Session Fee entitles Developer, during the term of this Agreement, to create and use the Digital Voice Replica, the Voice Models, and the voice recordings upon which the Digital Voice Replica and Voice Models are based, solely for purposes of Development Use.

Developer's use of the Digital Voice Replica, or any part thereof, is subject to the following minimum terms and conditions:

#### a. Terms and Conditions Applicable to the Digital Voice Replica

Developer shall obtain informed consent of the Performer(s) and negotiate for compensation for each Development Use of the Digital Voice Replica as set forth in this subsection.

Developer must provide Performer(s) and, if applicable, their professional representative(s) a full and forthright description of the recording session and the Development Use prior to negotiating compensation for the Development Use. To the extent known at the time of the booking, such description should include the size of the role or the extent to which the Digital Voice Replica will be used in the project, including, if known, the anticipated number of lines of dialogue and the nature of the dialogue.

Unless otherwise stated in this Agreement, the maximum period of use of the Digital Voice Replica shall not exceed one (1) year from the date of first use, which must commence during the term of this Agreement. Thereafter, the Licensee may extend the period of use for an additional year by obtaining the Performer's continued informed consent and payment of another fee equal to no less than the 4-hour session rate in the then current IMA for each successive year.

#### b. Foundational Models

The maximum period of use shall not exceed an initial term of (3) years. Thereafter, Replica may extend the use for an additional three (3) years upon obtaining the Performer's continued informed consent and payment of another fee equal to one-half ( $\frac{1}{2}$ ) of the 4-hour session rate in the then-current IMA for each successive period.

### c. External Use; Licensed Use

External Use and Licensed Use are not permitted under this Agreement without first separately bargaining the terms and conditions relating thereto with SAG-AFTRA.

If Developer intends to license or otherwise convey a Digital Voice Replica to a third party or to make any External Use of the Digital Voice Replica, Developer agrees to notify SAG-AFTRA. Thereafter, SAG-AFTRA and Developer will bargain in good faith regarding the terms and conditions relating to the External Use or Licensed Use.

If prior to the intended use, SAG-AFTRA and Developer enter into a negotiated agreement governing External Uses and/or Licensed Uses of Digital Voice Replicas created under this Agreement and the intended use falls within the scope of that agreement, then the terms of that Agreement shall apply to the External Use or Licensed Use.

#### d. Rights in the Recordings

Developer may not use or authorize any part of the Performer's voice recordings upon which the Digital Voice Replica is based, other than in connection with creating the Digital Voice Replica, without separately bargaining the terms and conditions of the use with SAG-AFTRA and the affected Performer(s).

#### 5. Payments

Performers shall be paid not less than the minimum applicable fees due hereunder not later than twelve (12) business days after services have been rendered.

#### a. Liquidated Damages for Late Payment

The following cumulative payments shall be added to the compensation due and payable to the Performer for each day, beginning with the day following the day of default: Two Dollars and Fifty Cents (\$2.50) for each day's delinquency up to thirty (30) days (excluding Saturday, Sunday, and holidays which the Employer observes). Thereafter, the Liquidated Damages payment shall cease unless either SAG-AFTRA or the Performer gives written notice to the Employer of the non-payment. In the event such notice is given and full payment including the Liquidated Damages is not made within twelve (12) working days thereafter, the Employer shall be liable for an immediate Liquidated Damages payment of Seventy-Five Dollars (\$75.00) plus further Liquidated Damage payments at the rate of Five Dollars (\$5.00) per day from the date of receipt of the notice of non-payment which shall continue without limitation as to time until the delinquent payment together with all Liquidated Damages are fully paid.

# b. Social Security, Withholding, Unemployment and Disability Insurance Taxes

All compensation paid to Performers covered by the Agreement constitute wages and as such are subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Developer and any others who assume the obligations to make such payment shall also make the required payments, reports and withholdings with respect to such taxes.

A W-4 form or an alternative form with appropriate IRS tax information for withholding purposes will be included in the standard union employment contract form.

# 6. Recordings from Pre-Existing Audio

Developer may use pre-existing voice recordings of a Performer, living or deceased, for the purpose of creating a Digital Voice Replica subject to the following:

- Developer shall get express written consent from the Performer or Performer's estate; and
- Developer shall pay a fee, negotiated with the Performer or Performer's estate, no less than the equivalent of a 4-hour Session Fee to the Performer, or Performer's estate, if applicable; and
- Use of the Digital Voice Replica is subject to Section 4, as if the Digital Voice Replica was created from live recording sessions.

The requirement in this Section to obtain informed consent and pay the negotiated fee shall apply regardless of the source of the voice recordings used to create the Digital Voice Replica.

#### 7. Working Conditions

#### a. Overtime

Performers may be engaged based on either a four (4) hour day or a six (6) hour day.

A Performer engaged for a four (4) hour day shall be entitled to overtime equal to time and one-half for the for the fifth and sixth hours and double time for any hours in excess of six (6).

A Performer engaged for a six (6) hour day shall be entitled to overtime equal to time and one-half for the for the seventh and eighth hours and double time for any hours in excess of eight (8).

Overtime rates are calculated by dividing the day rate by the number of hours allocated.

#### b. Engagement; Non-Use of Services After Engagement

A Performer shall be considered definitely engaged by a Developer in any of the following events: when the Performer is given written notice of acceptance by the Developer; when a form contract signed by the Developer is delivered to a Performer; or when a form contract unsigned by the Developer is delivered to a Performer and is executed by Performer and returned to Developer within 48 hours.

#### c. Rest Periods

Developer shall provide Performer at least a five (5) minute rest period for each hour of recording, provided that the Developer may accommodate a Performer's request that applicable rest periods be aggregated in order to permit earlier dismissal.

# d. Holidays

Performer shall receive double time for work on any of the following holidays: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas.

#### e. Miscellaneous

Compensation for any travel by a Performer shall be separately bargained for with SAG-AFTRA.

For employment of a minor under this agreement, SAG-AFTRA must be notified and terms and conditions shall be separately bargained for with SAG-AFTRA.

# 8. Protection of Digital Voice Replica

Developer shall take commercially reasonable steps to ensure the security of any Digital Voice Replica material created in whole or in part under this Agreement. Developer shall take commercially reasonable steps to prevent unauthorized access, disclosure, or theft of the Digital Voice Replica and to prevent unauthorized use of the Digital Voice Replica by any third party.

In the event Developer learns of any violation of this Section 8, Developer will promptly notify SAG-AFTRA and the affected Performer(s).

Upon the earlier of expiration of this Agreement or conclusion of the Project, Developer shall cease all use of the Digital Voice Replica and shall delete all usable copies of the Digital Voice Replica.

#### 9. Indemnification

Developer shall indemnify, defend and hold Performer harmless from and against liability arising from any use of a Performer's Digital Voice Replica that is defamatory, casts Performer in a false light, or is otherwise unlawful.

#### 10. Plan Trust Agreements

Developer agrees to accept, assume and be bound by all terms of the SAG-AFTRA Health Plan and AFTRA Retirement Fund Letter of Adherence to Trust Agreement, and any successor pension or health plan. Developer 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 both the SAG-AFTRA Trust Agreements and the AFTRA Trust Agreement.

# 11. Arbitration; Notices

All disputes and controversies between Developer and SAG-AFTRA or between Developer 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) for the Project will be submitted for resolution in accordance with the procedures set forth in Exhibit A.

All notices to Developer will be sent to the address above (or to such other address as the Developer may specify in writing) and may be sent by (a) personal delivery, (b) overnight courier service, (c) certified mail, return receipt requested, (d) first class mail, or (e) facsimile or email, with a copy sent by first class mail.

# 12. No Waiver of Applicable Laws

Nothing in this Agreement supersedes or limits any right or remedy a Performer might have at law or otherwise relating to their work on the Project, including relating to any unauthorized use of their name, likeness, image, voice, performance or any other personal attribute.

#### 13. Term

This Agreement shall automatically expire on January 31, 2025 unless extended by mutual agreement. All terms and obligations that by their nature are intended to survive expiration, including Exhibit A, Dispute Resolution, shall continue in effect.

#### 14. Miscellaneous

#### a. Protection of Member Information

Developer must use commercially reasonable best efforts to protect the personal information of Performers, whether in electronic or tangible form, including contact information, social security numbers, employment contracts, and other disclosures, reports, or paperwork that may include personal information. Developer must not include any Performers' social security numbers on any sign-in sheet for an interview or audition. Developer will provide SAG-AFTRA with all information, which may include full social security numbers, SAG-AFTRA deems reasonably necessary to identify Performers or Background Actors who are engaged on the Project and to administer this Agreement. Developer must handle Performers' personally identifiable information (or "PII") in accordance with applicable law.

In the event of any data breach or other loss, theft, or mishandling of Performer's personal information, in addition to compliance with applicable law, Developer must provide prompt notification to SAG-AFTRA, setting forth the actual or approximate date of the incident, the nature of the incident, the number and names of the Performers affected, and any other information SAG-AFTRA reasonably requests.

# b. Agreement Non-Precedential

This Agreement covers only the Project listed above and is non-citable and non-precedential with respect to any other project.

#### c. Agreement Incorporated in Individual Employment Agreements

The provisions of this Agreement are deemed incorporated in each Performer's employment contract and may not be waived or reduced by any Performer.

The Agreement reflects the complete understanding reached between the parties in connection with the subject matter addressed and supersedes any prior understanding or agreement regarding all such matters.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

#### [SIGNATURES ON NEXT PAGE]

in witness whereor, the parties ha	e executed this Agreement as of the date first set forth above	∌.
Producer's Signature	SAG-AFTRA	
Authorized Signer Name	Date	
Address		
City, State, Zip Code		
Phone		
Email		
Date		

#### **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 (if included), the following grievance and arbitration procedures apply to arbitrable disputes:

#### A. Limitations on Arbitration

Disputes shall be arbitrable only as set forth in this Section:

#### 1. Disputes Between Union and Producer

Disputes between the Union and Producer as to the interpretation of this Agreement are arbitrable only if the amount in controversy is \$250,000 or less. If the amount in controversy is more than \$250,000, the dispute is not arbitrable, in whole or in part.

#### 2. <u>Individual Disputes Between Performer and Producer</u>

Only the following disputes are arbitrable:

- a. As to a Performer receiving compensation up to and including \$50,000 per week or per episode, any dispute arising under this Agreement relating to the Performer and any dispute arising under the Performer's individual employment contract concerning the payment of compensation at scale or overscale:
- b. As to all Performers not included in subsection a, above, and except as provided in subsection c, only disputes arising under the applicable terms of this Agreement. Except as provided in subsection c any other disputes arising under the Performer's individual employment contract, including claims for compensation, are not arbitrable;
- c. When the Producer claims to have terminated or seeks termination of the Performer's employment contract: (i) if the total amount of money claimed by the Performer does not exceed \$250,000, the entire dispute shall be arbitrable; (ii) if the total amount of money claimed by the Performer exceeds \$250,000, the dispute is not arbitrable.
- d. When the Performer claims to have terminated or seeks termination of their employment contract, the dispute is not arbitrable.
- e. As to subsection a or b, if the amount in controversy on a per Performer, per project, per dispute basis is more than \$250,000, the dispute is not arbitrable.
- f. Any Performer whose dispute involves an amount in controversy which exceeds the monetary limits set forth herein may waive his/her claim to the amounts exceeding the limitations to make the claim subject to arbitration. If the Performer does waive the excess amount, arbitration shall be the exclusive remedy for the claim and the performer waives the right to commence court proceedings. No Performer shall be permitted to split a claim in order to come within the foregoing arbitration limits

#### B. Claim Procedure:

Claim proceedings are initiated by the claimant sending written notice setting forth the particulars of the claim to the other party/ies.

Authorized representatives of the Producer and SAG-AFTRA (or, with the written consent of SAG-AFTRA, the Performer) shall discuss and attempt to settle the dispute prior to resorting to arbitration. The Parties may, but

shall not be obligated to, engage a mediator prior to arbitration in an attempt to resolve the dispute. Unless otherwise agreed, the party requesting mediation shall bear the costs of the mediator.

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

#### C. Time Limits:

Claims must be initiated within twelve (12) months following the date on which the claimant knew or reasonably should have known of the facts upon which the claim is based.

The arbitration process must be initiated within twelve (12) months following the date on which Claimant initiated the grievance.

#### D. Arbitration:

#### 1. Initiation of Arbitration Process

Arbitration is initiated by the claimant sending to the other party a written demand for arbitration setting forth the basis for the dispute.

#### 2. Service of Demand; Reply

Claimant shall serve the demand for arbitration upon the other party or parties at the address set forth in the Agreement (or to such other address as the Producer may specify in writing or otherwise discovered by the Union) and may be sent by personal delivery, overnight courier service, certified mail with return receipt requested, first class mail, or email, with a copy sent by first class mail. Demands served upon SAG-AFTRA by email shall be served to generalcounsel@sagaftra.org. The other party may file a written reply within 10 days following the delivery of the demand for arbitration.

#### 3. Arbitrator Selection

Within fifteen (15) days of the date Claimant serves the arbitration demand, or as soon thereafter as may be practicable, the parties shall in good faith attempt to mutually agree upon an arbitrator to hear and determine the dispute from the list set forth in the then-current Producers-SAG-AFTRA Basic Agreement, irrespective of any SAG-AFTRA Agreement that may be incorporated into the Agreement to which this Exhibit is attached.

The parties may mutually agree to select from an alternate list (for example, a list from a commercial arbitration service) or to use an arbitrator not on the above list.

If the parties cannot agree upon the arbitrator to be appointed, or the arbitrator selected is unavailable to serve as arbitrator, then each party may alternately strike one name from the list until one arbitrator is left. A coin toss (or other mutually agreed method of random selection) will determine which party strikes first. The arbitrator who is left will be appointed as the arbitrator. If the Producer fails to participate in the selection process, SAG-AFTRA may unilaterally select the arbitrator from the panel. Failure of the Claimant to initiate arbitrator selection within the times set forth will not waive or prejudice any grievance 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 arbitrator's availability, the arbitration hearing will be commenced within sixty (60) days of arbitrator

selection. The selected arbitrator's inability to schedule the arbitration hearing within sixty (60) days will not automatically disqualify that arbitrator from hearing the dispute provided the parties can mutually agree to select a new arbitrator in the event of extended unavailability. If the selected arbitrator cannot schedule the hearing within six (6) months of selection, upon either party's request, the parties will select a new arbitrator using the process above.

All arbitrations will be held in SAG-AFTRA's office in Los Angeles, unless the parties agree otherwise; provided that if Producer has its production headquarters in New York and a majority of the witnesses required for the hearing reside regularly in or around New York, the arbitration may be held in SAG-AFTRA's office in New York.

#### 5. Exchange of Information

Prior to any hearing, the parties will cooperate in the exchange of information and documents consistent with their obligations under federal labor law. 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 or before the date requested, but the other party may object to the production of the documents to the same extent as if the documents were subpoenaed. The arbitrator will consider any such objection at the hearing.

#### 6. Award of the Arbitrator

The arbitrator's decision and award will be in writing and will 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 the award may be entered in any court having jurisdiction. The arbitrator has authority to determine only the dispute presented by the written demand for arbitration, and then only to the extent and in the manner expressly provided by the applicable provisions of this Agreement. Nothing herein gives 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 addition to all other available remedies, the arbitrator shall have the power and authority to order injunctive or equitable relief, including enjoining exploitation of the Project where appropriate. This may include, but is not limited to: (1) when the Producer fails to pay initial salaries, pending full payment of all amounts due; or (2) in disputes involving a scene containing nudity or sex acts.

# 7. Costs and Expenses

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and the Producer will share equally the cost and expenses of the arbitrator.

#### 8. Expiration of this Agreement

Termination or expiration of the Agreement will not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising on Projects produced 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. Failure to send a grievance or serve a demand for arbitration within the prescribed time frame is not a bar to the grievance, unless the other party can demonstrate it has been materially prejudiced by the delay.



# SAG·AFTRA. Replica Agreement for Licensed and External Uses of Digital Voice Replicas

This Agreement for Licensed and External Uses of Digital Voice Replicas ("Agreement") is entered into between Replica Media, Inc. ("Developer") and Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA") as of the date first set forth below ("Effective Date").

This Agreement supplements the Limited Digital Voice Replica Development Agreement (the "Development Agreement") between the Parties, the terms of which are deemed incorporated herein by this reference, and sets forth the terms and conditions relating to licensing Digital Voice Replicas.

#### **Definitions**

For the purposes of this Agreement, capitalized terms shall have the definitions set forth below or in the attached Appendices:

"Affiliate" shall mean an entity that owns or controls, is owned or controlled by, or is under common ownership and control of a Licensee, including its parent or subsidiary. For purposes of this definition, "own" shall mean an ownership interest of greater than fifty percent (50%) and "control" shall mean the power to direct the management, actions, and policies of the entity.

"License" shall mean a license or other conveyance by Replica, or anyone acting on its behalf, that allows the use of one or more Digital Voice Replica(s), or technology containing or enabling one or more Digital Voice Replica(s), to a third party, including to replace, enhance, or supplement the delivery of a performance by a performer or any other person. Licenses include, but are not limited to:

"Pre-Production License" shall mean a License for purposes of a Licensee's internal research and development, including for scratch tracks.

"Performance License" shall mean a License allowing for purposes of the replacement, enhancement, or supplementing of dialogue, sounds, or other performance.

"Licensee" shall mean a third party to which Replica grants a License for use of a Digital Voice Replica or technology containing or enabling the Digital Voice Replica.

"Project" means the project in which the Digital Voice Replica will be used.

The following capitalized terms shall have the definition set forth in the Limited Digital Voice Replica **Development Agreement:** 

"Development Use" shall mean the use of a Digital Voice Replica in connection with Developer's internal research and development and for demonstration by the Developer.

"External Use" External Use includes use of the Digital Voice Replica in an audio or audiovisual work in any media now known and hereafter devised, including but not be limited to, the following as made available to paying or non-paying consumer(s)/end user(s): non-broadcast (e.g., personal delivery to mobile devices, internal phone and voicemail systems); interactive programs (i.e., video games); new media platforms (e.g., apps, audiobooks, podcasts and streaming content); television (e.g., news and broadcast journalism, television programming); theatrical motion pictures, (including, but not limited to, use in dubbing, ADR and looping); advertising (e.g., promos, commercials); and music production (e.g. sound recordings, sweetening and music videos).

"Performer(s)" means persons who speak, act, sing, or in any other manner perform as talent.

"SAG-AFTRA Agreement" shall refer to any other SAG-AFTRA signatory or collectively bargained Agreement, including, but not limited to, any of the following agreements: SAG-AFTRA Network Code of Fair Practice for Network Television Broadcasting ("Network Code"); Producer-SAG-AFTRA Codified Basic Agreement ("Basic Agreement"); SAG-AFTRA Television Agreement ("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 ("Commercials Contract").

"Voice Model" means a computer-generated AI model or electronic creation or recreation of a voice or voices created using new or existing sound recordings or anonymized data files of one or more individual(s) regardless of media or source, that can be used to synthesize speech.

"Digital Voice Replica" (or "Fine-Tuned Model") means a Voice Model trained on recordings of specific individual(s) that has individually-identifiable unique characteristics (such as sound, tone, rhythm, or cadence) that remain consistent and recognizable when used to synthesize speech.

"Foundational Voice Model" (or "Base Model") means a Voice Model trained on large volumes of anonymized data files that does not have individually-identifiable unique characteristics (such as sound, tone, rhythm, or cadence) that remain consistent and recognizable when used to synthesize speech. A Foundational Voice Model is not intended to be user-facing.

"Voice Print" means an individually-identifiable Digital Voice Replica that has unique characteristics (such as sound, tone, rhythm, or cadence) that remain consistent and recognizable when used in connection with one or more individual characters.

#### 2. Digital Voice Replicas Created Under the Development Agreement

Developer may engage Performer(s) as provided in the Development Agreement to create a Digital Voice Replica and the voice recordings upon which the Digital Voice Replica is based. Developer may bargain with each Performer for the License of the Performer's Digital Voice Replica, or any part thereof, subject to the terms of this Agreement.

The terms of this Agreement shall apply to SAG-AFTRA members, and any other Performers engaged pursuant to a SAG-AFTRA employment contract, in the same manner and to the same extent as set forth in Section 2 of the Development Agreement.

# 3. Terms and Conditions Applicable to all Licenses

Developer shall obtain consent of the Performer(s) and negotiate with the Performer or, if applicable, their professional representative(s) for compensation for each External Use or License of the Digital Voice Replica as set forth in this subsection. Such negotiation may take place at the time of initial employment for any individual External Use(s) or License(s) already known and identifiable. Except as set forth in Section 3.f. or as may be set forth in the Schedule to Addendum A applicable to the Project, Developer shall obtain consent for each License of the Digital Voice Replica, and not for a category of use.

For purposes of example, Developer may bargain for use of the Digital Voice Replica in a specified video game, but cannot bargain for rights to use the Digital Voice Replica in video games, as a category.

Addendum A to this Agreement sets forth the minimum license fees and additional terms applicable to External Uses and Licenses.

#### a. Transparency

Developer or the Licensee shall provide Performer(s) and, if applicable, their professional representative(s) a full and forthright description of the Licensee's intended use of the Digital Voice Replica prior to obtaining the Performer(s) consent and negotiating compensation for the License. Such description should include:

- i. The identity of the Licensee.
- ii. The type or category of project, including the intended medium of release, in which the Digital Voice Replica will be used.
- iii. In the case of a Pre-Production License, whether the Licensee plans to sublicense the Digital Voice Replica to the extent permitted by Section 3.f.
- iv. Whether the Project is covered by a SAG-AFTRA Agreement.

#### b. Maximum Period of Use

The maximum period of use of a Digital Voice Replica for each License shall not exceed the term set forth in the SAG-AFTRA Agreement applicable to the use, as modified by this Agreement. Where there is no SAG-AFTRA Agreement covering the type of work set forth in the License, the maximum period of use, if any, shall be as set forth in Addendum A to this Agreement. In all cases, the License must commence during the term of this Agreement.

#### c. Effect of Existing SAG-AFTRA Agreements

### i. No Circumvention of SAG-AFTRA Agreements or Rules

Developer or the Licensee shall not use a Digital Voice Replica for a purpose or in a way that circumvents the terms of any SAG-AFTRA Agreement or membership rule, including the following:

#### a) Union Standards

If the Project will be produced primarily within the United States, the Licensee must provide Performers no less than the economic terms, including wages and benefits, provided under the SAG-AFTRA Agreement (as modified by this Agreement) otherwise applicable to the Project or by this Agreement.

If the Project will be produced primarily outside the United States, the Licensee must provide SAG-AFTRA members no less than the economic terms, including wages and benefits, provided under the SAG-AFTRA Agreement (as modified by this Agreement) otherwise applicable to the Project or by this Agreement.

#### b) Membership Rules

Developer acknowledges that members of SAG-AFTRA are bound to certain SAG-AFTRA member rules. Developer agrees that it shall not require SAG-AFTRA members to violate or circumvent any membership rule in connection with the Digital Voice Replica.

#### ii. Use of a Digital Voice Replica by a Licensee Signatory to a SAG-AFTRA Agreement

If a Licensee is or will become signatory to a SAG-AFTRA Agreement for purposes of producing the Project in which the Digital Voice Replica will be used, then all terms and

conditions of the applicable SAG-AFTRA Agreement, as modified herein, shall apply to the Licensee's use of the Digital Voice Replica.

# iii. External Use by Developer

If Developer wishes to make any External Use of the Digital Voice Replica, other than Development Use, the same terms shall apply to Developer that apply to Licensees.

#### iv. Secondary Compensation

In all cases, the Performer(s) shall be entitled to all residuals, use fees, or any other forms of secondary compensation, including pension and health contributions otherwise payable under the applicable SAG-AFTRA Agreement, in connection with the exploitation of the Project, unless otherwise set forth herein. Any provision in the applicable SAG-AFTRA Agreement relating to reuse of soundtrack or photography also shall apply.

# d. Types of Licenses; Duty to Bargain

Developer shall separately bargain the minimum terms and conditions applicable to each category of License with SAG-AFTRA. If Developer intends to enter into a License that includes a Digital Voice Replica covered under this Agreement for a new category of use, Developer agrees to notify SAG-AFTRA. Thereafter, SAG-AFTRA and Developer will bargain in good faith regarding the terms and conditions relating to the License, which are or shall be set forth in Addendum A.

# For purposes of clarity:

The term "category" as used in this subsection refers to broad, general categories of use or project types for which Developer may enter into Licenses, such as, without limitation, video games, voice assistants, or animated motion pictures, and not to each individual License or Licensee.

Upon establishing minimum terms and conditions for a specified category of use, Developer shall not be obligated to bargain the terms with SAG-AFTRA for any License that falls within the applicable category of use during the Term, unless otherwise agreed.

#### e. Developer Obligated

Any License agreement shall obligate the Licensee to comply with all applicable terms of this Agreement. Developer shall remain responsible for Licensee's compliance or noncompliance under this Agreement unless and until the Licensee executes and SAG-AFTRA accepts a Transfer of Rights and Assumption Agreement, substantially in the form attached hereto as Exhibit AA.

#### f. Limitations on Sublicenses

#### i. <u>Performance Licenses</u>

Any Performance License or similar authorization to use the Digital Voice Replica shall prohibit the Licensee from sublicensing the Digital Voice Replica, other than as necessary to effectuate a license or other conveyance of the Project as a whole.

#### ii. Pre-Production Licenses

A Pre-Production License is for a single project only. The Licensee may sublicense the Digital Voice Replica to an Affiliate working on the Project for internal development use

during the Term. Any sublicense under this subsection shall be subject to all terms and conditions of this Agreement.

# g. Non-Disclosure Agreements

If Developer or Licensee will require a Performer to execute a confidentiality or non-disclosure agreement (an "NDA"), however titled, the terms of the NDA must be reasonably proportionate to the nature of the confidential information to be protected. In no event shall a performer be required to waive their rights under Section 7 of the National Labor Relations Act, including to communicate with SAG-AFTRA or their legal and/or professional representatives who have a reasonable need to know about their work on the Project. Additionally, a performer shall not be prevented from disclosing or reporting information about unlawful acts in the workplace.

#### 4. Payments

# a. Minimum Compensation; Time and Manner of Payments

Developer or Licensee, as applicable, shall pay Performers not less than the minimum fees for the type of project in which the Digital Voice Replica is used, as set forth in Addendum A. Payment shall be made in the manner and within the timeframe set forth in Addendum A or, if not set forth, then in the applicable SAG-AFTRA Agreement.

#### b. Plan Contributions

Developer or Licensee, as applicable, agrees to accept, assume and be bound by all terms of the Trust Agreement applicable to the type of use set forth in the License and 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 both the SAG-AFTRA Trust Agreements and the AFTRA Trust Agreement.

# c. Effect of Transfer of Rights and Assumption Agreement

Developer shall remain responsible for all payments required in this Section 4 unless and until the Licensee executes and SAG-AFTRA accepts a Transfer of Rights and Assumption Agreement, as set forth in Section 3.e. Thereafter, the Licensee of a Digital Voice Replica shall be solely responsible for any and all payments arising from Licensee's use of the Digital Voice Replica.

#### 5. Protection of Digital Voice Replica

Developer shall require in any License that the Licensee take commercially reasonable steps to ensure the security of the Digital Voice Replica(s), including to prevent unauthorized access, disclosure, theft, or use of the Digital Voice Replica. Developer or Licensee shall promptly notify SAG-AFTRA and the affected Performer(s) if any violation of this Section 5 occurs.

Upon the earlier of expiration of this Agreement or conclusion of the Project, Developer shall instruct Licensee to cease all further use of the Digital Voice Replica and delete all usable copies of the Digital Voice Replica. The foregoing shall not apply to Digital Voice Replica tracks already embedded in a project.

#### 6. Indemnification

Developer shall indemnify, defend and hold Performer harmless from and against liability arising from any License, including a Licensee's use, of a Performer's Digital Voice Replica that is defamatory, casts Performer in a false light, or is otherwise unlawful.

In lieu of the foregoing, Developer may pass through any indemnity received from Licensee, or require that Licensee indemnify the Performer(s), provided it is at least equivalent to this Section 6.

#### 7. Arbitration: Notices

All disputes and controversies between Developer and SAG-AFTRA or between Developer and any Performer 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) arising under a License will be submitted for resolution in accordance with the procedures set forth in Exhibit A of the Development Agreement. All notices to Developer shall be sent as set forth therein.

#### 8. <u>Term</u>

This Agreement shall be coterminous with the Development Agreement.

In the case of a License commencing prior to the expiration of this Agreement, with a maximum period of use extending beyond the term of this Agreement, the Agreement shall remain in effect with regard to that License until expiration of the maximum period of use.

All terms and obligations that by their nature are intended to survive expiration shall survive.

#### 9. Cooperation; Usage Tracking

In the event of any claim against a Licensee signatory to an applicable SAG-AFTRA Agreement relating to a project released to the public, Developer agrees to provide reasonable cooperation with SAG-AFTRA's request for information necessary to verify the Licensee is complying with the applicable requirements of this Agreement and their obligations under the applicable CBA, to the extent Developer possess such information.

Additionally, Developer shall use commercially reasonable best efforts during the term of this Agreement to develop and implement a method of tracking usage of each Digital Voice Replica whereby Developer can accurately determine the number of lines of dialogue or sounds created with the intent to incorporate them into a final project.

#### 10. Miscellaneous

#### a. Protection of Member Information

Developer shall require in any License that Licensee: (i) use commercially reasonable best efforts to protect the personal information of Performers, whether in electronic or tangible form, including contact information, social security numbers, employment contracts, and other disclosures, reports, or paperwork that may include personal information; (ii) provide SAG-AFTRA with all information reasonably necessary to administer this Agreement; (iii) handle Performers' personally identifiable information (or "PII") in accordance with applicable law; and (iv) in the event of any data breach or other loss, theft, or mishandling of Performer's personal information, in addition to compliance with applicable law, to provide prompt notification to SAG-AFTRA, setting forth the actual or approximate date of the incident, the nature of the incident, the number and names of the Performers affected, and any other information SAG-AFTRA reasonably requests.

#### b. Agreement Non-Precedential

This Agreement is limited to the subject matter herein and is non-citable and non-precedential with respect to any other project.

# c. Agreement Incorporated in Individual Employment Agreements

The provisions of this Agreement are deemed incorporated in each Performer's contract pertaining to the License of their Digital Voice Replica and may not be waived or reduced by any Performer.

The Agreement reflects the complete understanding reached between the parties in connection with the subject matter addressed and supersedes any prior understanding or agreement regarding all such matters.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

Producer's Signature	SAG-AFTRA	
Authorized Signer Name	Date	
Address		
City, State, Zip Code		
Phone		
Email		
Date		

# ADDENDUM A

# Terms and License Fees Applicable to Particular Media

Pursuant to Section 3 of the Agreement to which it is attached, this Addendum A and its Schedules set forth additional terms, conditions and fees that apply to Licenses of a Digital Voice Replica. Each Schedule sets forth additional terms, conditions and fees negotiated between the Parties for the specified category of License, media, or use, as provided in Section 3.d.

#### ADDENDUM A — SCHEDULE I

#### **Interactive Pre-Production License**

This Schedule I to Addendum A shall apply to Pre-Production Licenses for projects within the scope of the SAG-AFTRA Interactive Media Agreement ("IMA"). The terms of this Agreement shall govern with respect to the Pre-Production License for and a Licensee's Pre-Production Use of a Digital Voice Replica.

#### A. Compensation

Developer or its Licensee shall pay the Performers whose Digital Voice Replicas are the subject of Pre-Production Licenses no less than the minimum compensation set forth below ("Licensee Fee"), and shall make Plan Contributions in an amount equal to sixteen and one-half percent (16.5%) of all gross compensation payable to the SAG-AFTRA Health Plan and AFTRA Retirement Fund.

#### 1. Pre-Production Voice

An amount equal to two times the 4-hour session rate in the then-current IMA for up to 3 Voice Prints.

Currently: \$956.75 x 2 (\$1,913.50)

### B. Time and Manner of Payments; Late Payments

Payments shall be made, and late payment penalties shall accrue, as set forth in Article I, Section 31 of the IMA, provided the time for payment shall be twelve (12) days from the effective date of the License. Applicable withholdings shall be made as set forth in Article I, Section 32 of the IMA.

#### C. Maximum Period of Use

#### 1. Initial Use Period

The maximum period of use shall be two years from the date of first use or, if the first use occurs after expiration of this Agreement, then two years from the Agreement's expiration.

#### 2. Renewal of Use

Thereafter, the Licensee may extend the Pre-Production License for an additional year upon payment of another fee equal to the 4-hour session rate in the then-current IMA for each successive year.

#### D. No Paid External Distribution

"Pre-Production Use" shall mean a Licensee's use for internal research and development and for demonstration purposes only.

Voice Prints used for Pre-Production Use may not be included in any version of the Project offered for sale to the public (including paid Alpha or Beta versions, freemium versions, or any other paid or commercial release of the Project) without payment of the compensation set forth in Addendum A, Schedule II.

#### ADDENDUM A — SCHEDULE II

#### **Interactive Media Performance Licenses**

This Schedule II of Addendum A shall apply to Performance Licenses for use of a Digital Voice Replica in Interactive Programs and Material for Interactive Media as those terms are defined and used in the IMA, the terms of which shall apply to the extent set forth in this Agreement.

#### A. Definitions

The following definitions apply only to Performance Licenses for Interactive Media:

"Atmospheric Voice" means voices for characters that: (1) do not have more than 300 Words; and (2) do not advance the principal storyline in any way, which includes through interaction with the player character(s).

"Principal Voice" means any voice that speaks Words, other than an Atmospheric Voice.

"Principal Performer" shall have the same definition as in the IMA.

"Lines" means lines of no more than ten (10) Words.

"Words" means words of dialogue or sounds, such as monster sounds, that are incorporated into the final Project.

# B. Additional Disclosures; Limitations

#### 1. Additional Disclosures; Transparency

In addition to the disclosures required under Section 3.a. of this Agreement prior to obtaining the Performer(s) consent and negotiating compensation, Developer or Licensee shall provide Performer(s) and, if applicable, their professional representative(s) the following information to the extent known:

- a. The name or code name of the game;
- b. The genre of the game;
- c. Whether the License is for use in a game based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work;
- d. The size of the role or the extent to which the Digital Voice Replica will be used in the project including, if known, the anticipated number of lines of dialogue;

For purposes of example, Developer shall disclose if the Digital Voice Replica will be portraying a major or lead role.

- e. Whether the Digital Voice Replica is being used for a role Performer previously portrayed in any other work;
- f. Whether the License allows the Digital Voice Replica to be used for content that contains profanity, depicts sexual situations, is religious, endorses or advocates for a political position or candidate, or would be considered controversial by a reasonable person;
- g. Whether the License is for a project that will include commercial sponsors, and/or if the Digital Voice Replica will be used in advertisements, which shall include in-game advertising. For purposes of clarity, if there are any commercial sponsors for the game, use of the voice in any advertisement needs to be separately negotiated;
- h. The gender, racial, and ethnic identity of the character(s) for which the Digital Voice Replica will be used, including whether the appearance of the character(s) will be customizable, and whether such customization is by the player or by the system.

A full and forthright description of all information required by a. through h., above, to the extent known, shall be provided to the Performer prior to the inclusion of the Digital Voice Replica in the final Project, except for advertising, which shall be disclosed as soon as Developer or Licensee know the identity of the advertiser. Developer agrees to make a reasonable effort to obtain the information above. To the extent information has not been previously provided or the information provided to Performer has materially changed, Developer or Licensee shall obtain Performer's further consent based on the new or changed information. Consent for in-game advertisements shall be obtained prior to use of the advertisement.

#### 2. Credits

Credits of the project shall disclose that Al-generated Digital Voice Replicas have been used in the Project.

At the time of obtaining the Performer's consent, Developer or Licensee shall consult with Performer regarding how to credit their Digital Voice Replica in the game's credits, if any. Developer shall take commercially reasonable steps to ensure that Licensee abides by any negotiated credit obligations provided Developer shall not be liable for a Licensee's failure to accord proper credit.

#### 3. Linear content only

A Performance License shall be for linear scripted content only. Digital Voice Replicas may not be used for procedurally generated dialogue without separately bargaining with the Performer.

#### C. Compensation

Developer or its Licensee shall pay the Performers whose Digital Voice Replicas are the subject of Performance Licenses no less than the Licensee Fee below, and shall make Plan Contributions in an amount equal to sixteen and one-half percent (16.5%) of all gross compensation payable to the SAG-AFTRA Health Plan and AFTRA Retirement Fund.

#### 1. Principal Voices:

An amount equal to the 4-hour session rate in the then-current IMA per 300 lines or 3000 Words used in the Project. A Principal Voice may be used for up to 3 Voice Prints.

For the first 300 lines or 3000 words: \$1,031.75

For each additional 300 lines or 3000 words: \$956.75

The session payment set forth above is inclusive of the additional compensation payable for up to 300 lines under Section II.C.3. below.

#### 2. Atmospheric Voices:

An amount equal to the Principal Voice rate set forth above per 300 Lines or 3000 Words used in the Project, for up to 20 voices, subject to the following:

The Licensee must employ a minimum of 10 Principal Performers pursuant to the terms of the IMA, license 10 Principal Voices pursuant to this Agreement, or any combination thereof, for the Project;

Developer or Licensee shall notify Performer that their voice is being licensed for an Atmospheric Voice.

# 3. Additional (Deferred) Compensation

On or before the date the Project is released to the Public, in addition to the Compensation payable under subsection C.1. of this Schedule, Developer or Licensee shall pay to each Performer whose Digital Voice Replica is included in the version of the Project that is released to the public additional compensation based upon the following schedule:

Number of Lines Used:	Additional Compensation:	Aggregate Additional Compensation:
Lines 301 - 600	\$125.00	\$125.00
Lines 601 - 900	\$175.00	\$300.00
Lines 901 - 1,200	\$175.00	\$475.00
Lines 1,201 - 1,500	\$225.00	\$700.00
Lines 1,501 - 1,800	\$225.00	\$925.00
Lines 1,801 - 2,100	\$275.00	\$1,200.00
Lines 2,201 - 2,400	\$275.00	\$1,475.00
Lines 2,401 - 2,700	\$275.00	\$1,750.00
Lines 2,701 and above	\$275.00	\$2,025.00

Overscale compensation may be credited against additional compensation payments. Additional Compensation shall be paid no later than the release date of the Interactive Program, but may be paid earlier.

#### D. Time and Manner of Payments; Late Payments

Payments shall be made, and late payment penalties shall accrue, as set forth in Article I, Section 31 of the IMA, provided the time for payment shall be twelve (12) days from the effective date of the License. Applicable withholdings shall be made as set forth in Section 32 of the IMA.

# EXHIBIT AA TRANSFER OF RIGHTS AND ASSUMPTION AGREEMENT

Name of Transferee:				
Contact Person:				
Address:				
City/State/Zip:				
Phone: E-mail:				
The above-named transferee ("Transferee") hereby acknowledges and agrees that the Digital Voice Replicas ("Voices") of the below-named Performer(s) ("Performer") licensed from Replica Media, Inc. ("Replica") were created subject to an agreement with SAG-AFTRA governing their licensing (the "Replica Agreement"). Transferee intends to use the Voices in the below-named project ("Project"), for which Transferee is providing Performers no less than the economic terms, including wages and benefits (e.g. applicable benefit plan contributions), required under the SAG-AFTRA agreement applicable to the medium identified below:  Performer(s):				
Title of Project:				
Project Type/Medium:				
SAG-AFTRA Agreement:				
In consideration of the license granted, Transferee hereby agrees expressly for the benefit of SAG-AFTRA and its affected members to assume all obligations under the Replica Agreement pertaining to its use of the Voices, including the obligation to make payment of fees and benefit plan contributions, and to make all appropriate tax withholdings.				
In particular, the foregoing provisions of the Replica Agreement apply to Transferee:				
(1) Section 3, pertaining to terms and conditions applicable to all licenses for the Voice(s).				
(2) Section 4, pertaining to the time and method of making payments to Performers.				
(3) Section 5, pertaining to protection of the Voice(s).				
(4) Section 9(a), pertaining to protection of Performer personally identifiable information.				
(5) Addendum A, pertaining to specific terms, conditions, and fees applicable to particular media in which the Voice(s) will be used. In particular, the following schedule(s) pertain(s) to Transferee's intended uses (check all that are applicable):				
Schedule I — Pre-Production Use				
Schedule II — Interactive Media				
Schedule III — Corporate / Educational				

Initial below if the agreement between Replica and Transferee obligates Transferee to indemnify the Performers whose voices are being used:

Transferee agrees to indemnify, defend and hold the affected Performer(s) harmless from and against liability arising from the Transferee's license of the Voice(s) from Replica, including Transferee's use of the Performer's Voice in any manner that is defamatory, casts Performer in a false light, or is otherwise unlawful.

Transferee understands and agrees that all Performers whose Voices are used in the Project shall be entitled to all terms and conditions of the applicable SAG-AFTRA Agreement, as modified by the Replica Agreement.

In the case of an Interactive Media project, Licensee shall provide a full and forthright description of all information required by Addendum A — Schedule II, Section B.1. a. through h. to the Performer prior to the inclusion of the Digital Voice Replica in the final project, except for advertising, which shall be disclosed as soon as Licensee knows the identity of the advertiser. To the extent information has not been previously provided to the Performer or the information has materially changed, Licensee shall obtain Performer's further consent based on the new or changed information. Consent for in-game advertisements shall be obtained prior to use of the advertisement.

Credits of the Project shall disclose that Al-generated Digital Voice Replicas have been used in the Project. Licensee agrees to abide by any negotiated credit obligations.

It is expressly understood and agreed that the rights of Transferee to use the Voices shall be subject to and conditioned upon compliance with all terms, including the prompt payment to the Performers of all compensation, set forth in the Replica Agreement, and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.

All disputes and controversies between Transferee and SAG-AFTRA or between Transferee and any Performer arising out of or relating to this Agreement, other than SAG-AFTRA's entitlement to injunctive or other equitable relief, shall be submitted for resolution in accordance with the arbitration provisions contained in the Replica Agreement. All notices to Transferee will be sent to the address above (or to such other address as the Transferee may specify in writing) and may be sent by (a) personal delivery, (b) overnight courier service, (c) certified mail, return receipt requested, (d) first class mail, or (e) facsimile or email, with a copy sent by first class mail. SAG-AFTRA and Transferee agree that signatures to this Agreement transmitted by facsimile or via electronic delivery are presumed authentic and deemed originals.

TRANSFEROR	TRANSFEREE	
Authorized Signature	Authorized Signature	
Print Name and Title	Print Name and Title	
Date	 Date	
APPROVED BY SAG-AFTRA:		
Authorized Signature	Date	
Print Name and Title		