



## SAG-AFTRA 2024 INDEPENDENT PODCAST AGREEMENT (Negotiable)

This Agreement for Independent Podcasts (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”) and \_\_\_\_\_ (“Producer”) with respect to Season # \_\_\_\_\_ of the Independent Podcast entitled “\_\_\_\_\_” (“Podcast”).

### 1. **Definitions**

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

“New Media” means the Internet, mobile devices, or any other exhibition platform now known or which hereafter may be devised or adopted, excluding traditional forms of exhibition or distribution (such as terrestrial radio).

“Benefit Plan(s)” or “Plan(s)” means any or all of the SAG-AFTRA Health Plan, the SAG-Producers Pension Plan, the AFTRA Retirement Fund and/or any pension or health plan that is a successor to any of those plans.

“Minor” means any Performer 15 years of age or younger or as defined under the employment laws of the State applicable to the minor’s employment if it includes Performers over age 15.

“Performer” includes actors, singers, comedians, influencers, narrators, hosts, and announcers, as well as any media professional who speaks scripted or improvised lines, or utterances in the nature of omnis (often referred to as “Atmospheric Voices”).

“Podcast” means the made-for-New Media audio entertainment program identified above. The Podcast may be a pilot, short, feature (long-form single production), ongoing series or episodic series. Each episode of a series may be identified herein as an “Episode”.

“SAG-AFTRA Agreement” means any SAG-AFTRA signatory agreement other than this Podcast Agreement. Examples of SAG-AFTRA Agreements may be found at: <https://www.sagaftra.org/contracts-industry-resources>.

“Season” means the number of episodes Producer has designated as a season, provided a season may not exceed 12 months.

“Trust Agreements” means the trust agreements establishing the Benefit Plans.

### 2. **Prerequisites; Eligibility Under This Agreement**

The purpose of this Agreement is to cover SAG-AFTRA-represented performers working on podcasts and it may not be used in place of or to circumvent the terms and conditions of any other SAG-AFTRA Agreement. The determination of whether a Podcast may be covered by this Agreement is subject to SAG-AFTRA's discretion.

#### A. **Timely Application**

Producer must execute this Agreement no later than 1 week prior to any work by Performers. Upon clearance of the project, SAG-AFTRA will make available to the Producer-Performer Employment Contracts and a Final Cast List Information Sheet.

## B. Representations

By signing this agreement, Producer represents that the Podcast is a *bona fide* Podcast that is eligible for coverage under this Agreement and that all information provided to SAG-AFTRA about the Podcast is true to the best of Producer's knowledge. Based upon these representations and the representations in the Podcast Preliminary Information Form submitted by Producer, and in reliance thereon, SAG-AFTRA offers Producer the special terms and conditions of this Agreement for the employment of Performers on Podcasts.

## C. Excluded Content; Exceptions

### 1. Conflicts with other SAG-AFTRA Agreements; Audio-Visual Content

This Agreement is intended for and applies to the Podcast produced by Producer consisting primarily of audio content and intended for distribution as a Podcast. It is not intended to cover, and shall specifically exclude, audiobooks, motion pictures, video games, any other Podcast, or any type of production or medium otherwise covered by any other SAG-AFTRA Agreement.

### 2. Audio-Visual Content

Notwithstanding the restrictions on audio-visual content, incidental companion video in support of the podcast is allowed.

*By way of example, if a true crime podcast includes within it a description of a crime and crime scene, it is acceptable to include a companion video component illustrating the crime scene.*

Producer may exhibit video of a podcast recording session, provided that there is no direction to perform for the camera nor additional performance footage integrated into the video content.

For the avoidance of doubt, nothing in this Agreement is intended to prohibit the use of accompanying dynamic visuals and static images in connection with exhibition of the Podcast on an audiovisual platform (such as YouTube) provided that such visuals do not contain any performance or animation (i.e., visual images created specifically for and synced to the audio of the podcast).

## D. Derivative Productions

Producer agrees to notify SAG-AFTRA if a Podcast is based on an existing property that is owned and/or controlled by a third party or that was originally produced for a different medium (a "Derivative Podcast"). The parties shall engage in good faith negotiations with respect to terms and conditions of employment of Performers on any Derivative Podcast.

## 3. Recognition and Scope

Producer hereby recognizes SAG-AFTRA as the exclusive collective bargaining agent for Performers in connection with the Podcast. The provisions of this Agreement shall be applicable to all Performers employed on the Podcast.

This Agreement shall cover the Podcast and Season identified above. Any subsequent Seasons of the Podcast produced during the Term will remain subject to the terms of this Agreement if they remain eligible. Producer agrees to notify SAG-AFTRA no less than three (3) weeks prior to commencing production of a subsequent Season of the Podcast, and shall promptly provide SAG-AFTRA with the information SAG-AFTRA deems necessary to determine whether the subsequent Season of the Podcast continues to qualify for this Agreement. Producer agrees to execute any documents SAG-AFTRA requires for that subsequent Season.

By executing this Agreement, Producer also agrees to accept, assume and be bound by all terms of the Trust Agreements, with respect to the Podcast.

#### **4. Minimum Rates**

##### **A. Compensation**

Performers engaged under this Agreement are employees, and Producer shall make all Social Security, withholding, unemployment insurance, and disability insurance payments required by law. All terms and conditions of employment, including initial session fee, number of roles/voices and episodes, and any additional payments for extended use, for the Podcast that are not set forth in this Agreement will be subject to negotiation between the Producer and the individual Performer. All terms and conditions agreed to between each Performer and the Producer for services rendered on the Podcast shall be agreed between the parties at the time of booking and set forth in a separate employment agreement in substantially the form of the "SAG-AFTRA Podcast Performer Agreement" (which will be provided to the Producer upon clearance of the project). The Performer Agreement must specifically state the number of role(s)/voices and episode(s) which performer's compensation covers. In the event that the Performer Agreement does not state the number of role(s)/voices and/or episode(s), the Performer's compensation shall be deemed to cover one (1) role/voice in one (1) episode.

If a Performer's performance is not included in the final version of the Podcast as released, the Performer is still entitled to receive payment for services performed on the Project.

##### **B. Guests Appearances**

In the case of guests, including interviewees, who are Performers and who are appearing as themselves, provided the guest's appearance is not substantially scripted or directed, and the guest does not appear routinely on the Podcast, the guest Performer may waive compensation. All other provisions of this Agreement shall continue to apply to the guest appearance.

##### **C. Failure to Make Timely Payments**

Producer shall make payment of the initial compensation to the Performer no later than ten (10) business days after the applicable session, unless otherwise negotiated in the Performer's individual contract.

Producer shall pay a \$10 per day per performer late payment charge, excluding Saturdays, Sundays and holidays, from the time payment becomes due (excluding bona fide emergencies of which the Union has been given prompt notice), for a period not to exceed twenty (20) days, excluding Saturdays, Sundays and holidays, to a maximum of \$200.00 per violation.

If Producer fails to make payment within five (5) days following written notice from the Union or the performer of the delinquency, additional late payment charges in the amount of \$2.50 per day retroactive to the date of Producer's receipt of the notice of non-payment shall accrue without limitation until the delinquent payment, together with all late payment charges, is fully paid. The late payment charges shall be in addition to all other remedies which the Union may have against Producer under the contract.

No late payment shall be due to any performer who fails to provide the Producer with completed forms and documentation required for employment and/or payment (i.e., I-9s, vouchers, W-4s, or start paperwork indicating the correct name, address, Social Security Number, or tax identification number (for loan-outs) of the performer), provided that the Producer supplies the forms to the performer and makes reasonable efforts to collect those forms by notifying the performer that the forms are incomplete or missing.

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

escrow in a manner acceptable to SAG-AFTRA pending arbitration of the dispute in accordance with the applicable provisions of this Agreement.

D. Worktime

All time, from the time the Performer is required to report until dismissed, excluding meal periods, is considered work time for the purpose of calculating compensation.

**5. Benefit Plans Contributions**

Producer shall pay to the SAG-AFTRA Health Plan and SAG-Producers Pension Plan or AFTRA Retirement Fund (as appropriate and determined in SAG-AFTRA's sole discretion) a sum equal to 20% of the gross compensation due each Performer for services performed under this Agreement, on a maximum of \$15,000 per episode, with an aggregate cap of \$100,000 per Performer, per Season of the Podcast. The Producer's obligation to pay such sum shall apply to the Performer's gross compensation received in connection with covered services, including all salaries and other compensation or remuneration payable pursuant to this Agreement, and shall be payable concurrently with such gross compensation. If a Performer is providing services in addition to covered services on the Podcast pursuant to the same contract of employment, Benefit Plan contributions shall be based only on that portion of the Performer's gross compensation attributable to covered services. Producer agrees to provide SAG-AFTRA any information it deems reasonably necessary to verify the amounts attributed to covered and non-covered services, and SAG-AFTRA, on behalf of itself and the Benefit Plans, reserves the right to determine the correct allocation. Contributions remitted more than 30 days after talent payment may be subject to fines and/or liquidated damages.

Producer shall furnish the Trustees of the applicable Plan, upon request, with the information pertaining to the names, job classifications, Social Security numbers and wage information for all persons covered by this Agreement together with such information as may be reasonably required for the proper and efficient administration of the Plan. Within five (5) days of the written request of the Union to the Producer, such information shall also be provided to the Union.

**6. Disclosures and Consents**

A. Scripts

Performers shall receive their scripts not later than twenty-four (24) hours before their work calls whenever possible, but in no event shall Performers receive their scripts later than commencement of their work call. In connection with non-scripted Podcasts, Performers shall receive a general description of the anticipated performance in lieu of the script under the same parameters set forth above.

B. Sensitive Content

Producer must notify any Performer(s) and, if applicable, their professional representative(s), if the Podcast will include content that contains significant profanity, depicts sexual situations, is religious, endorses or advocates for a political position or candidate, or would be considered controversial by a reasonable person ("Sensitive Content").

Performer's participation in scenes involving Sensitive Content shall be conditioned upon Performer's prior consent.

C. Required Disclosures to Performers

Producer understands that eligibility for this Agreement is contingent on Producer's truthful representations concerning the nature of the Podcast. Accordingly, Producer agrees to the following:

1. Breakdowns and casting notices shall indicate that the Podcast is being produced under the terms of this negotiable Independent Podcast Agreement, and prior to hire,

Producer and/or Producer's representatives shall provide to Performers and Performers' representative (if any), in writing, the terms of their engagement on the Podcast.

2. Producer shall inform SAG-AFTRA, Performers, and Performers' representatives if the Podcast has any commercial sponsors, and/or will require Performer to perform in advertisements.

## **7. Advertising and Promotional Content**

### **A. Advertising**

If Producer intends to include advertising in the Podcast, Producer shall provide SAG-AFTRA with prior notice of its intent. Advertising in the Podcast shall be governed by the "Podcasts with Advertising" rider attached hereto as Rider A and deemed incorporated in this Agreement and in the affected Performers' employment contracts.

### **B. Promotional Content**

Producer may freely bargain at the time of employment for the production and use of content or announcements intended to promote the podcast ("Promotional Announcements"), including behind-the-scenes type video recordings or the use of clips or sound track of a Performer's performance from any episode(s) of the Podcast (whether to promote a single podcast episode or to promote a podcast series) with any Performer who is engaged in one or more episodes of the Podcast.

Any Performer not employed in the Podcast who delivers a performance in a Promotional Announcement for the Podcast must be hired and compensated under the terms of the appropriate SAG-AFTRA Agreement.

## **8. Prevention of Vocal Stress**

Sessions that predominantly contain vocally stressful work shall be no longer than two (2) hours. Vocally stressful work is any work that risks damage or undue strain to the Performer's voice. This may include, but is not limited to prolonged or repeated yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural vocal textures, extensive whispering, high pitched vocal sounds, or any other voice or sound that is difficult/challenging for the Performer to deliver. Producer shall make reasonable and appropriate accommodations when a Performer identifies as vocally stressful work any part of a script not already identified as such.

Performers shall be provided with a break of at least five (5) minutes at least one time per hour.

## **9. Employment of Minors**

The parties recognize that special situations arise when minor children are employed. Accordingly, Producer agrees to provide SAG-AFTRA with prior notice of its intent to engage any Minors.

Producer shall ensure that the performance environment is proper for the Minor and that the conditions of employment are not detrimental to the health, safety, education or to the morals of the Minor. Producer agrees to determine and comply with all applicable child labor laws governing the employment of the Minor(s).

Producer's employment of Minors shall be governed by an "Employment of Minors" rider to be attached to and deemed incorporated in this Agreement and in any Minor's employment contract.

## **10. Prohibitions on Digital Replicas**

Producer may not utilize generative AI technology in connection with any Performer's voice, image or performance, nor create digital replicas and/or reproductions of any Performer in connection with the Podcast, without SAG-AFTRA and Performer's consent. In the event the performer is deceased at the time the Producer seeks any required consent, the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer's authorized representative cannot be identified or

located) who represents the deceased performer's exclusive rights as determined by applicable law. Producer may not use any digital replica as a character or in place of Performers in the Podcast without SAG-AFTRA's consent. Producer agrees that audio captured under this Agreement shall not be used by producer or caused to be used in any manner for machine learning (including creation of foundational models), digital manipulation, or synthetic voice creation without prior bargaining with SAG-AFTRA.

## **11. Non-Discrimination and Diversity**

### **A. Non-Discrimination Policy**

Producer agrees to follow a policy of non-discrimination and fair employment in connection with the engagement and treatment of Performers on the basis of sex, race, color, creed, national origin, age, marital status, disability, sexual orientation or gender identity, in accordance with applicable state and federal law.

### **B. Non-Discrimination in Casting**

Producer shall cast performers in accordance with the policy set forth in Section A. above in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American scene shall be portrayed realistically.

1. Consistent with the foregoing, every effort shall be made to include minorities, women, performers with disabilities (defined as those covered under the employment provisions of the Americans with Disabilities Act) and performers aged 40 or over in the casting of the Podcast, thereby creating fair and equal employment opportunity and eliminating stereotyping in casting.

2. Producer will not make any pre-employment inquiries as to any Performer's marital status, sexual orientation, age (except such lawful inquiries as may relate to the age of a minor), creed, disability (except such lawful inquiries as may relate to the ability of the performer to fulfill the requirements of the engagement, subject to applicable law), national origin nor ancestry, except in the case of a bona fide occupational qualification for a role.

## **12. Credit**

Producer shall honor all individually-negotiated billing as agreed upon in Performer's individual contract.

## **13. Acknowledgment**

Whenever practicable, the following statement must be incorporated in the credits of the Podcast, in the show notes, or on the website(s) where the podcast is hosted: "This podcast was recorded under a SAG-AFTRA Agreement."

## **14. Reports; Right to Monitor**

A. Producer shall submit to SAG-AFTRA the following completed reports:

1. If requested, completed Pre-Production Cast List, at least 48 hours prior to the start of recording (and will submit updated cast lists as additional performers are engaged);

2. Copies of employment contracts and/or deal memos, **which must specify all compensation terms and work times**, for each Performer, within 30 days from the end of principal recording or as agreed to with SAG-AFTRA;

3. Final Cast List, within 30 days from the end of principal recording or as agreed to with SAG-AFTRA.

- B. Right to Monitor. SAG-AFTRA shall have, and shall not be prevented from exercising, the right to monitor Producer's performance of its obligations under this Agreement.

**15. SAG-AFTRA Safety Protocols**

Producer must provide a safe set and comply with relevant safety standards or protocols promulgated or negotiated by SAG-AFTRA ("SAG-AFTRA Safety Protocols") and must provide written proof of such compliance. SAG-AFTRA shall not be prevented from monitoring Producer's performance of its obligations under this Agreement.

**16. Financial Assurances**

SAG-AFTRA may, in its sole discretion, require financial assurances with respect to each Podcast.

Producer shall make it a condition of any transfer of rights in the Podcast that the transferee shall be bound by the terms of this Agreement.

This Agreement shall be binding on any and all successors and assigns of the employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise.

**17. Reuse, Recaps, and Residuals**

A. Reuse and Recaps

Except as set forth in Paragraph 7.B. above, Producer shall not use any part of the Performer's performance from the Podcast in any other Podcast or Motion Picture (including without limitation another episode of the same series) other than in the Episode of the Podcast for which Performer was employed, including without limitation in recaps, without reaching an agreement with the Performer regarding such use. Consent for use of any portion of the Performer's performance in commercials must be obtained in writing and separately from the Performer's employment contract.

B. Residuals

Additional payments ("residuals") for use of the Podcast in New Media, including on YouTube or similar platforms, shall be subject to negotiation between the Producer and the Performer.

Producer agrees to notify SAG-AFTRA if the Podcast will be released in a medium or media other than New Media, including terrestrial radio or any other form of traditional media. The parties shall engage in good faith negotiations with respect to residuals for release of the Podcast other than in New Media, provided the residuals payable shall be comparable to those payable for release of New Media projects in comparable media.

**18. Ineligibility and Reclassification**

A. Reclassification

If the Podcast is initially exhibited in any manner other than as a Podcast or has been misrepresented or misclassified as a Podcast under this Agreement, as determined by SAG-AFTRA in its sole but reasonable discretion, then Producer agrees that the terms and conditions of the SAG-AFTRA Agreement most closely applicable, including any provisions related to initial or additional compensation and restrictions on use, shall be deemed applicable to the production or Podcast.

Upon notice from SAG-AFTRA of a reclassification hereunder, Producer must pay to the Performers or to SAG-AFTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers into full and complete compliance with the minimum rates, terms and conditions specified in the then-current applicable SAG-AFTRA Agreement. Applicable Benefit Plan contributions must also be paid on any such additional amounts. Producer agrees that, within a reasonable time following reclassification hereunder, it shall enter into and execute such documents as SAG-AFTRA may deem reasonably necessary to effectuate the intent of this section. If Producer fails to timely abide by any provision of this section, then Producer shall have no right to use the Performers' performances

(notwithstanding any contrary language herein or in any Performer's individual employment contract) unless and until the Producer has remedied such default. Additionally, it is understood that nothing herein shall be deemed to supersede any right or remedy a Performer may have at law or otherwise relating to an unauthorized use of their name, likeness, image, voice, performance or any other personal attribute.

**B. Subsequent Podcasts**

Whether a podcast falls within the scope of this Agreement is at SAG-AFTRA's sole discretion, and SAG-AFTRA reserves the right to require that subsequent podcasts be covered under the terms of a different SAG-AFTRA Agreement. Nothing herein shall be deemed to waive SAG-AFTRA's rights or jurisdiction with respect to any other project or SAG-AFTRA Agreement.

**C. Dispute Subject to Expedited Arbitration**

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

**19. Arbitration**

All disputes and controversies of every kind and nature between any Producer and SAG-AFTRA or between any Producer and any Performer arising out of or in connection with this Agreement shall be submitted for resolution in accordance with the applicable grievance and arbitration procedures set forth in Exhibit A, subject to the caps set forth therein.

**20. Term and Effective Date**

The Term of this Agreement shall commence on the Effective Date and shall continue in effect until May 1, 2026 ("Expiration Date"). If the then-current Podcast Season remains in production on the Expiration Date, the Agreement will continue in effect for that Season unless terminated by either party on at least thirty (30) days' written notice.

**21. Protection of Member Information**

Producer shall 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. Producer shall handle Performers' personally identifiable information (or "PII") in accordance with applicable law. Producer shall not include any Performers' social security numbers on any sign-in sheet for an interview or audition. Producer shall 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.

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, Producer shall 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.

**22. Agreement Non-Precedential**

This Agreement covers only the Podcast listed above and Producer agrees that its terms and the fact that SAG-AFTRA has offered it with respect to the Podcast are non-citable and non-precedential in any dispute with respect to the applicability of this Agreement to any other podcast.

**23. Miscellaneous**

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



Except as otherwise set forth in this Agreement, all notices required or permitted under this Agreement shall be in writing at the address set forth below (or to such other address as a party specifies in a notice under this section). Delivery by electronic mail shall be deemed sufficient.

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

It represents the complete understanding reached between the parties in connection with the Podcast and supersedes any oral understanding or agreement relating to it. This Agreement may be signed in counterparts. Any signature transmitted electronically shall be considered valid and binding to the same extent as an original signature.

If any portion of this Agreement is deemed unenforceable, it shall be construed in a manner consistent with its intent and, if it cannot be so construed, may be modified by the arbitrator to the limited extent necessary to make it and the remainder of the Agreement enforceable.

**PRODUCER**

**SAG-AFTRA**

**AGREED AND ACCEPTED:**

**AGREED AND ACCEPTED:**

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**1. Grievance and Arbitration**

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. Individual Disputes Between Performer and Producer

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 (i), above, and except as provided in subsection (ii), only disputes arising under the applicable terms of this Agreement. Except as provided in subsection (iii) 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 (i) or (ii), 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

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

B. Time Limits

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

C. Grievance Procedure

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

D. Arbitration

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

1. Institution of Arbitration

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

2. Service of Demand

The demand for arbitration shall be served upon the other party by first class mail addressed to the representative of the Union or the Producer at such party's last-known address, provided the parties may agree to accept service by electronic mail. The other party may file a written reply within ten (10) days following the delivery of the demand for arbitration.

3. Arbitrator Selection

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

<u>Los Angeles</u> Sara Adler Norman Brand Mark Burstein Kathy M. Fragnoli Joseph Gentile Joel Grossman Fred Horowitz Najeeb Khoury Michael Rappaport	<u>New York</u> Ralph S. Berger Melissa Biren Noel Berman Andrea Christensen Joan Parker Martin Scheinman Janet Maleson Spencer Roy Watanabe Carol Wittenberg
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The parties may mutually agree on an alternate list or on an arbitrator not on the above list. If the parties cannot agree upon the arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. A coin toss shall determine the party who is to strike first. The arbitrator who is left shall be appointed as the arbitrator in the proceedings. In the event that the Producer fails to participate in the selection process, SAG-AFTRA may unilaterally select the arbitrator from the panel. Failure of the complaining party to initiate arbitrator selection within the times set forth shall not constitute a waiver of nor prejudice any grievance hereunder unless: (i) the responding party provides written notice to the complaining party that it will be materially prejudiced if arbitrator selection does not commence promptly; (ii) the notice provided by the responding party sets forth a date by which to commence arbitrator selection; (iii) the complaining party fails to engage in arbitrator selection by the date set forth in such notice; and (iv) the responding party can demonstrate it was, is, or will be materially prejudiced by such delay.

4. Timing and Place of Hearing

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

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

#### 5. Exchange of Information

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

#### 6. Award of the Arbitrator

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

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

#### 7. Costs and Expenses

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

#### 8. Expiration of this Agreement

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

#### 9. Waiver or Extension of Time Limits

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

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

The following procedure applies only to disputes between SAG-AFTRA and the Producer concerning the interpretation or application of Sections 10 and 18 of this Agreement.

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

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

B. Arbitrator Selection

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

C. Timing and Place of Hearing

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

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

D. Award of the Arbitrator

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

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

E. Equitable and Injunctive Relief Allowed

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

F. Miscellaneous

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

**RIDER A**  
**Podcasts with Advertising**

The following terms shall apply to “Covered Advertisements” (as defined below):

**1. Advertising Produced for Use in the Podcast**

If Producer intends to produce advertisements for use in the Podcast using the services of Performer(s) who are already engaged as Performers for the Podcast (“Covered Advertisements”), such Performer(s) shall be engaged pursuant to this Agreement. Performer compensation shall be freely negotiated and corresponding Benefit Plan contributions shall be made pursuant to Section 5 of the Agreement.

**2. Reuse of Advertisements in Other Productions**

A. Use in Other Podcasts

If Producer intends to use Covered Advertisements in other audio podcasts, Producer shall negotiate with and obtain consent of Performer(s) for use of the Covered Advertisements produced under this Agreement in other podcasts. The consent required under this section may be obtained at the time of employment and set forth in each Performer’s employment contract.

B. Use in Other Media

If Producer intends to use Covered Advertisements produced under this Agreement in any project other than a podcast, Producer shall obtain consent of the Performer(s) and negotiate for compensation at no less than the terms of the SAG-AFTRA Agreement applicable to the subsequent use.

**Rider B**  
**Employment of Minor(s) on the Podcast**

The following terms shall apply to the employment of Minors as Performers on the Podcast.

**1. General Guidelines Concerning Minors**

Producer must ensure the following:

- The performance environment is proper for the Minor;
- The conditions of employment are not detrimental to the health, safety, education or to the morals of the Minor, as defined in the Penal Code of the state in which the work is performed.
- It is the intent that the best interest of the Minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the Minor. As used in this section, the term "parent" shall be deemed to include "guardian."

**2. Interviews**

Interviews for school age-Minors shall be after school hours and must be completed prior to 8:00 p.m. Two adults must be present at and during any such call involving a Minor. Producer shall conduct interviews in a manner which protects the health, well-being and dignity of the Minor.

**3. Engagement**

Producer shall advise the Minor's parents of all terms and conditions of the Minor's employment (studio, location, estimated hours, hazardous work, special abilities required, etc.), to the extent they are known, at the time of the hiring.

**4. Supervision**

The Minor shall have at least one parent or guardian present at all times and the parent or guardian shall have the right, subject to production requirements, to be within sight and sound of the Minor. The presence of the parent or guardian may not interfere with the production. Any Minor under the age of 17, shall have the right to be accompanied by a parent or guardian at all times. A guardian, for purposes of this Rider, must be at least 18 years of age and have the written permission of the Minor's parent(s) to act as guardian.

No Minor shall be required to work in a situation which places the child in clear and present danger to life or limb.

When a Producer engages a Minor, Producer must designate one individual on each set to coordinate all matters relating to the welfare of the Minor and shall notify the Minor's parent of the name of such individual. Producer shall allow the Minor's parent to inspect a copy of any teacher's/tutor's current credentials and identification.

When a Minor is required to travel to or from a location, Producer shall provide the Minor's parent with the same transportation, lodging and per diem meal allowance provided to the Minor.

Whenever Federal, State or Local laws so require, a qualified child care person (e.g., LPN, RN, or social worker) shall be present on the set during the workday.

**5. Work Hours and Rest Time**

The work day for Minors shall begin no earlier than 7:00 a.m. and shall end no later than the time specified below:

For Minors under 6 years of age - 7:00 p.m.

For Minors 6 years of age and older - 8:00 p.m. on days preceding school days and 10:00 p.m. on days preceding non-school days.

The maximum work time for a Minor shall not exceed that provided by the applicable state laws , but in no event may it exceed 6 hours for Minors under 6 years of age and 8 hours for Minors 6 years of age and older. A Minor shall be given a 15-minute rest break in every 2-hour period of the work day.

A Minor shall receive no less than a 12-hour rest break from the end of their work day and the commencement of their next day of work on the same Podcast.

**6. Child Labor Laws**

Producer agrees to determine and comply with all applicable child labor laws governing the employment of the Minor and, if one is readily available, shall make a summary of said laws available to the Minor and their parents.

Any provision of this Rider that is inconsistent and/or less restrictive than any child labor law or regulation in the applicable state or jurisdiction shall be deemed modified to comply with such laws or regulations.

**7. Minor's First Employment**

At or before the time of employment contract of any Minor is delivered to the parent, Producer shall provide the parent with a copy of the text of the working conditions contained in this Rider. This provision shall not apply with respect to any Minor who has been previously employed under a SAG-AFTRA collective bargaining agreement.

**8. Inconsistent Terms**

In the event this Rider conflicts with any less restrictive term in the Podcast Agreement which would otherwise be applicable to the Minor's employment, this Rider shall prevail, without invalidating the remainder of such sections.