
MEAA – Alphas Offshore Feature Film Agreement 2023

1. TITLE

This Agreement shall be known as the Alphas Actors Offshore Feature Film Agreement (2023).

2. SCOPE OF AGREEMENT

This Agreement applies to the engagement of Australian performers in the offshore film with the working title "Alphas" (the "Film"). The Film is financed by xxxx ("xx") and will be distributed by xxxxx Pictures ("xxxx").

3. PARTIES BOUND

The parties bound by this Agreement are:

- (a) The Production Company SERVO PRODUCTIONS 07 PTY LTD (ABN 91 667 190 338)
- (b) The Media Entertainment and Arts Alliance – Equity Section, an organisation of employees registered under the Fair Work Act 2009 (**MEAA**); and
- (c) Members of MEAA employed by the Producer in any of the classifications specified in this Agreement.

The Producer recognises the MEAA as the exclusive collective bargaining agent for all artists covered by clause 3(c) of this Agreement.

The Producer agrees that any Employees of a related Entity working in Australia will be employed on minimum standards equal or better than this agreement.

4. RATES INCREASES

All rates and dollar amounts under this Agreement will increase in accordance with any equivalent increases in the SAG-AFTRA Agreement.

5. SAG-AFTRA AMENDMENTS

If the SAG-AFTRA Agreement is amended during the Term (other than as provided in clause 4), the parties agree to meet and negotiate in good faith as to whether such amendments should apply to this Agreement.

6. SPECIAL ABILITY EXTRA

The use of a Special Ability Extra and the minimum rates of pay applicable to a Special Ability Extra must be negotiated with MEAA.

7. APPLICATION OF THE ACTORS' FEATURE FILM COLLECTIVE AGREEMENT

With the exception of the terms and conditions of employment specifically provided for under this Agreement, the terms and conditions in all other respects contained in the Actors' Feature Film Collective Agreement 2012 (**AFFCA**) shall apply to the engagement of all Artists under this Agreement. Where any provision of this Agreement duplicates or differs from any provision contained in the AFFCA, then the provisions of this Agreement shall apply.

8. TERM

This Agreement shall commence on and from xxxx 2023

9. DEFINITIONS

<i>Applicable Exchange Rate</i>	means the exchange rate to be used for the applicable conversion rate is the Reserve Bank of Australia AU\$1.33/US \$1 exchange rate for the date of execution of the Performer's deal memo or contract for the Film, whichever first occurs.
<i>Artist</i>	means each and all of those persons engaged by the Producer to take part audibly and/or visually in the production of the Film including performers, puppeteers, doubles, extras, stand-ins, stunt artists and dancers.
<i>Basic Negotiated Fee or BNF</i>	means the minimum weekly or daily rate for a Performer as set out in this agreement plus a Performer's additional personal margin.
<i>Broadcasting, Recorded Entertainment and Cinemas Award</i>	means the Broadcasting, Recorded Entertainment and Cinemas Award 2020 or BRECA.
<i>Call</i>	Means an instruction after an engagement by the Producer to the Artist to report for work at a definite time and date for a definite period for the purpose of rehearsing and/or performing in the Film covered by this Agreement or for any purpose connected therewith. means a Performer engaged on a daily rate.
<i>Day Player Engagement</i>	means the aggregate number of Calls required of any Performer to complete a performance.
<i>Actors' Feature Film Collective Agreement</i>	means the Actors' Feature Film Collective Agreement 2012 or AFFCA
<i>Film</i>	means the feature film the subject of this Agreement.
<i>Juvenile</i>	means an employee who is less than 16 years of age.
<i>Lay Day</i>	means a day where the Performer engaged on a daily basis is required to stay away overnight from the Performer's residence but is not required to work (not being the Performer's usual day/s off).
<i>Offshore Film</i>	means a Film which does not qualify as a Category A, B or C feature film under the AFFCA.
<i>Performer</i>	means an Artist, including a stunt performer other than: <ul style="list-style-type: none"> (a) A "Double" (other than a stunt double) being an artist who takes the place of a performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition and does not perform stunts; (b) An "Extra" being an artist who is part of a crowd, mob,

	ensemble or atmospheric scene and who appears only incidentally or in backgrounds, and who does not speak dialogue individually or perform individually as directed and who does not mime;
	(c) A "Stand-in" being an artist who replaces another Artist for the purposes only of rehearsal and/or technical set up such as lighting, camera angles etc;
	(d) A "Special Ability Extra".
Plurality	unless the context otherwise requires the singular includes the plural and vice versa.
SAG-AFTRA	means the United States of America guild known as Screen Actors Guild – American Federation of Television and Radio Artists.
SA-AFTRAG Agreement	means the SAG_AFTRA Agreement of 2011 (as amended) by the 2014 Codified Basic Agreement and the 2017 Memorandum Agreement) including applicable side letters.
Scale	means the applicable minimum rate of pay.
Special Ability Extra	means an Artist who may be directed but does not speak dialogue individually or perform individually, who is part of a crowd, mob, ensemble or atmospheric scene (which is not a hazardous action sequence) and who appears only incidentally or in the background and whose dialogue, if any, is not individually recorded or audible.
Stunt Performer	means an artist who appears on camera in hazardous action sequences. For the avoidance of doubt, a Stunt Co-ordinator is not a Stunt Performer unless the Stunt Co-ordinator appears on camera.
Time Worked	means the total time worked or contracted for, whichever is the greater and includes (without otherwise limiting this clause): <ul style="list-style-type: none"> · rehearsals; · travel (up to 8 hours per day); · fittings prior to first call; · lay days; · pick-ups, re-takes and post-synching; · overtime; · make-up, hairdressing and wardrobe.
Total Actual Compensation	means the total minimum salary plus personal loading for all time worked or contracted for, whichever is the greater, including overtime (but with overtime calculated at ordinary rate of pay only) and excluding all other penalties and premiums. For the purpose of calculating residual and repeat fees "Total Actual Compensation" shall exclude payments made for wardrobe calls, rehearsals, travel payment and per diems.
Total Applicable Minimum Salary	means the total minimum salary applicable for the period of time worked or contracted for, whichever is the greater, and excluding overtime, personal loading, penalties and premiums.
Total Compensation	means the total salary received by an employee including personal loading, overtime, all penalties and premiums and

annual leave, but excluding superannuation.

U.S. Network means the aggregate of stations known and recognised as the N.B.C., A.B.C., Fox or C.B.S. Networks (or any other entity which qualifies as a network under Section 73.662 (f) of the rules of the Federal Communications Commission) and a telecast on a U.S. Network shall be a telecast over the full facilities of one of these Networks.

Wild Lines means dialogue recorded but not recorded to pictures.

10. TERMS AND CONDITIONS (EXCLUDING RATES OF PAY)

11.1 Performers

Unless otherwise specified in this Agreement, the terms and conditions of this Agreement shall apply to the engagement of Performers.

11.2 Stunt Performers

Unless otherwise specified in this Agreement, the terms and conditions of this Agreement shall apply to the engagement of Stunt Performers.

11.3 Special Ability Extras

The terms and conditions for Extras outlined in the AFFCA shall apply to the engagement of Special Ability Extras.

11.4 All other Artists (eg. Extras, Stand-ins and Doubles)

The terms and conditions outlined in the AFFCA shall apply to Extras, Stand-ins and Doubles.

12. MINIMUM RATES OF PAY

12.1 Performers

The minimum rates payable to Performers shall be:

Daily (8 hours)	US\$1,082	=	AU\$ 1,439.06
Weekly (44 / 48 hours)	US\$3,756	=	AU\$ 4,995.48

A concessional exchange rate of **AU\$ 1.33 = US\$1.00** shall apply to all minimum rates contained in this Agreement, provided that MEAA will grant no other production company of an Offshore Film a more favourable exchange rate before commencement of principal photography unless MEAA also notifies the Producer in writing, offering to amend this Agreement to incorporate that more favourable exchange rate with immediate effect (where more favourable means a more favourable margin between the prevailing exchange rate and the agreed rate).

The above rates will increase by 2.5% at 1 July 2022 in line with SAG-AFTRA rates

12.2 Stunt Performers

The minimum rates payable to Stunt Performers shall be:

Daily (8 hours)	US\$1,082	=	AU\$ 1,439.061
Weekly (44 / 48 hours)	US\$4,034	=	AU\$ 5,365.22

The above rates will increase by 2.5% at 1 July 2022 in line with SAG-AFTRA rates

12.3 Extras

The minimum rates and penalties payable to Extras, Stand-Ins and Doubles (excluding Stunt Doubles) shall be those prescribed by the AFFCA and shall be no less than the BRECA.

(A) Engaged by the week (40 hours/week)

	Minimum rate
Double	\$946.88
Stand-In	\$946.88

(B) Engaged by the Day (8 hours)

	Minimum rate
Double	\$215.88
Stand-In	\$215.88
Extra	\$215.88

(C) Engaged by the hour (with a minimum Call of 4 hours)

	Minimum rate
Extra	\$32.89

Any increase in the AFFCA or BRECA (being the national wage case from 1 July of each year) to these rates, whichever is the higher, will be applied to Artists covered by this agreement from the date of their effect.

12.4 Juveniles

The minimum rates payable to Juveniles shall be 50% of the minimum fee prescribed for the Performer, Extra or Special Ability Extras as applicable under clauses 12.1 and 12.3.

12.5 Special Ability Extras

The minimum rates payable to Special Ability Extras shall be negotiated with MEAA.

12.6 Lay Day Rate

The minimum rate payable to a Performer for a Lay Day will be the applicable minimum daily rate.

12.6 Increases

Rates under clauses 12.1 and 12.2 shall be increased with from time to time in accordance with the SAG-AFTRA Agreement.

12.7 Minimum rate for the purpose of calculating hourly rates

For the purpose of this Agreement a reference to BNF shall mean the rates contained in this clause plus any personal margin negotiated by an agent.

13. ENGAGEMENT-DELIVERY OF CONTRACT

- 13.1** The Producer will engage performers on the contract which appears as Appendix 1 to this Agreement.
- 13.2** The Producer shall deliver a copy of the contract to the performer (or his agent) not later than the first day of a performer's employment.
- 13.3** Failure to deliver the contract on time will render the Producer liable to pay a penalty of \$10.00 per day (excluding Saturdays, Sundays and holidays) to a maximum of AU\$200.00 or 20 days to the performer(s) concerned.
- 13.4** Subject to clause 13.2, the Performer must execute and return the contract to the Producer no later than 24 hours prior to the end of the first relevant pay period.

14. MINIMUM CALL

- 14.1** (a) The minimum call for a daily performer is 8 hours per day.
- (b) The minimum call for a weekly performer is:
- (i) for a studio work week in the home city: 44 hours per week over 5 days (Monday to Saturday) ; and
- (ii) for a week requiring overnight location days: 48 hours (including payment for 4 hours on Saturday whether worked or not) per week over 6 days (Monday to Saturday).
- (c) The minimum call for Extras, Stand-Ins and Doubles (excluding Stunt Doubles) shall be those prescribed by the AFFCA.
- 14.2** The minimum hourly rate for a wardrobe and/or make-up call shall be 1/16th of the performer daily rate with a minimum call of 2.5 hours.
- 14.3** Rehearsals shall be paid at the performer's BNF with a minimum call of 4 hours.
- 14.4** Post synching and Wild Lines shall be counted as time worked and is paid at the Performer's BNF with a minimum call of 2.5 hours if outside the period of engagement.
- 14.5** For the purpose of this Agreement, the work week shall be deemed to commence on the day of the week nominated by the Producer, being either the first travel day or the first scheduled day of filming for the Performer.
- 14.6** The minimum call for pre-production stills and pre-recordings shall be 4 hours, payable at the hourly equivalent of the Performer's BNF.
- 14.7** The minimum call for all retakes, added scenes, and making of trailers shall be 8 hours at the Performer's BNF.
- 14.8** Hours of work shall commence at the nominated place of call as determined by the Producer. A nominated place of call shall mean:
- (a) a place within 30 kilometres of **xxxxx Studios;**
- (b) if the Performer is called to a location more than 30 kilometres from **xxxx Studios,** then from the point which is 30 kilometres from **xxxx Studios;** and
- (b) whilst on a distant location (where the production is being accommodated overnight), the place of accommodation.

All Performers, excluding stunt performers, will be provided with transport from their place of residence.

15. MEAL PENALTIES AND ALLOWANCES

- 15.1** (a) The period between the commencement of a work session and the provision of a meal break is five hours. It may be extended to six hours to meet the Film's requirements.
- (b) Where a meal break is not provided in accordance with clause 15.1 (a), the following penalties will apply:
- (i) US\$25/AU\$33.25 for the first half hour or fraction thereof;
 - (ii) US\$35/AU\$46.55 for the second half hour or fraction thereof;
 - (iii) US\$50/AU\$66.5 for the third and each additional half hour or fraction thereof.
- (c) The provision of a meal break under clause 15.1(a) may be extended for a further 15 minutes beyond the 6 hours referred to in clause 15.1(a) in the following circumstances:
- (i) if the scene has been set up and takes of that scene have already been filmed;
 - (ii) such extension occurs no more than twice in each work week; and
 - (iii) if the extension extends beyond the 15 minutes, the penalties under clause 15.1(b) apply from the first minute over the 6 hours.
- 15.2** The above penalties shall be increased in line with all adjustments to the Performer's daily rate.
- 15.3** Meal allowances shall be paid in accordance with the AFFCA provided that the allowance paid shall be:
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| Breakfast | \$18.45 |
| Lunch | \$20.50 |
| Dinner | \$31.31 |
| Supper | \$20.50 |
- 15.4** Meal allowances under 15.3 are adjusted annually from 1 August each year in accordance with any increase to the Australian Consumer Price Index.
- 15.5** The Producer may either:
- (a) Provide the Performer with a paid meal break appropriate to the time of day of 15 minutes duration within 2 hours of the Performer's call time, during which the Performer will be freed of all activity. If the Performer is given such a meal break, a notation indicating the start and finish time of that meal will be made on the production report. The next meal break will commence no later than 6 hours after the conclusion of that break.
 - (b) Provide the Performer with a meal break no later than 6 hours after the commencement of the Performer's call time.
- 15.6** If a Performer supplies the Performer's own wardrobe, the Performer will receive a \ cleaning allowance of \$58.93 for formal or special character wear or \$35.23 for other wardrobe per outfit, per week.
- 15.7** Notwithstanding any other provision of this Agreement, an Artist may be required to work a shooting day consisting of 10 hours per day from general crew call time to camera wrap, with a grace period of 15 minutes without a penalty under clause 15.1 (e)(i) when used for wrapping up or to complete the camera takes(s) in progress, until print quality is achieved ("Continuous Hours). Notification of Continuous Hours must be provided no

later than with the notification of the call time for the day. Where Continuous Hours are worked, the Producer will ensure:

- (a) That as clause 15.1 will not apply, meal and rest breaks are to be provided to Artists where reasonably requested by the Artist;
- (b) Adequate facilities such as seating, toilets and washing and shelter from inclement weather are located proximate to the set for the duration of the day;
- (c) A nurse is available to all Artists as required;
- (d) Craft services are available which shall mean nutritious food e.g. buffet, hand around food, sandwiches, cheese, bread and rolls and spreads, fresh yoghurt, tea/coffee/juices;
- (e) That as clause 16.3 will not apply, overtime is payable as follows:
 - (I) Triple time for all time worked after 10 hours until camera wrap;
 - (II) Overtime for all time worked from camera wrap in accordance with clause 13.
- (f) An Artist may be called prior to general crew call time for make-up and wardrobe time and this time will fall outside of Continuous Hours. In this instance, the Artist will be entitled to a paid meal period for 15 minutes following the make-up or wardrobe call and prior to the commencement of Continuous Hours.

16. OVERTIME

16.1 The base rate for the calculation of overtime and penalties is the hourly equivalent of the BNF (i.e. 1/44th in the case of Performers engaged on a weekly basis and 1/8th of the BNF in the case of Performers employed on a daily basis).

16.2 An Artist shall work such overtime as the Producer may reasonably require (exclusive of unpaid meal breaks).

16.3 Overtime performed by Performers after the 10th hour shall be paid at double time other than where clauses 16.6(b), 16.7(c) and 16.9 apply.

16.4 A Performer's overtime shall be computed in quarter hour units. All time paid as daily overtime shall be excluded for the purposes of calculating an entitlement to weekly overtime.

16.5 Overtime caused by travel on a day which the Performer also works, shall be paid at time and a half.

16.6 Daily Performers:

- (a) Daily Performers shall receive time and a half for the 9th and 10th hours (or part thereof) of work and double time thereafter.
- (b) Daily Performers receiving at least double the daily minimum rate shall continue to be paid at time and a half after the 10th hour and the maximum daily rate for calculation of such overtime shall be double the daily minimum rate per day.

16.7 Weekly Performers:

- (a) Weekly Performers shall receive daily overtime at double time for each hour (or part thereof) worked in excess of 10 hours in any one day. Hours paid for as daily overtime are not to be included in computing weekly overtime.
 - (b) Weekly overtime at time and a half for hours worked in excess of:
 - 44 hours cumulative over 5 days in the home city (Monday to Saturday);
 - 48 hours cumulative over 6 days on location (Monday to Saturday);
 - (c) Weekly Performers who are guaranteed more than US\$6,350.00 per week or US\$65,000 per theatrical feature shall only receive overtime for time worked in
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excess of 10 hours per day which shall be paid at double time with the maximum hourly rate for calculation of such overtime shall be US\$144.32 per hour (ie. on basis of weekly rate of US\$6,350). The concessional conversion rate referred to in clause 12.1 of this Agreement does not apply to this sub-clause. Instead the conversion rate shall be the Applicable Exchange Rate.

- (d) Hours worked on a sixth day shall not be included in calculating the Performer's 44 or 48-hour week. Hours worked on a seventh day shall not be included in calculating the Performer's 48-hour week.

16.8 The overtime money breaks in clauses 16.6(b), 16.7(c) and 16.9 will increase in line with the SAG Agreement.

16.9 If a Performer is contracted to receive no less than US\$65,000 or more per Film and is entitled to the applicable SAG overnight turnaround currently:

- (A) 12 hours in the studio
- (B) 11 hours on an overnight location on any two non-consecutive days;
- (C) 10 hours on a location (other than an overnight location) if exterior photography is required on such location on the day before and the day after such rest reduced rest period (provided that this reduction may not be allowed until after three consecutive days have intervened)
- (D) unless otherwise agreed in relation to turnaround between the Producer, the Performer and MEAA, on a case by case basis,

the Producer has the right to contract a complete buyout of overtime in respect of that Performer. The concessional conversion rate referred to at clause 12.1 of this Agreement does not apply to this sub-clause. Instead the conversion rate shall be the Applicable Exchange Rate.

17. PENALTIES – EXTENDED WORKING WEEK, SUNDAYS AND PUBLIC HOLIDAYS

DAILY PERFORMERS

17.1 All time worked on Sundays or Public Holidays shall be paid at double time except where the Performer is earning at least double the daily minimum rate per day in which case the Performer shall be paid time-and-one-half.

17.2 A Performer required to work on a sixth working day during a studio week shall be paid at the rate of time and one half.

17.3 If the sixth day worked is worked on overnight location, payment for the sixth day shall remain at the rate of single time.

17.4 Overtime worked on a sixth day, Sundays and Public Holidays shall be paid at the rate for that particular day and does not attract a further overtime penalty.

17.5 On location, if a daily Performer does not work on a public holiday the Performer shall receive one day of pay.

WEEKLY PERFORMERS - IN THE HOME TOWN

17.6 Performers shall receive:

- a) One extra day's pay (in addition to their weekly salary) for every Sixth Day, Sunday or public holiday worked; and
 - b) If a sixth day is worked in addition to the ordinary 5 day week, the Performer shall receive a further half day's pay for the sixth day.
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- c) If a seventh day is worked in addition to the ordinary 5 day week, the Performer shall receive a further day's payment for the seventh day.
- d) However, where the Performer works 5 days or less (including work on a Sunday), s/he shall receive only the payment set forth in sub-paragraph (a) above and the hours worked (up to and including 10 hours) on the Sunday shall be included in calculating the performer's 44 hour week.
- e) Work in excess of 10 hours on a Sixth Day or Sunday (where the Performer receives an extra day's pay) shall be paid at double time (including overtime caused by make-up, wardrobe etc.) provided that if double time is already being paid (i.e. it is a seventh day or a public holiday) there shall be no compounding of overtime).
- f) All work on holidays shall incur an extra day's pay except work on a holiday Saturday which shall not entitle a Performer to double the premium. Hours worked, up to and including 10 hours shall be included in calculating the forty-four hour work week.
- g) All holidays falling on Sunday shall be deemed to fall on the following Monday.

WEEKLY PERFORMERS ON LOCATION

17.7 Performers shall receive:

- a) No penalty for work on a Sixth Day;
- b) One extra day's pay for every Sunday or public holiday worked,
- c) Where the Sunday is worked in addition to the ordinary 6 day week, all performers shall receive a further day's pay in addition to the payment provided in paragraph (b) for each day beyond the sixth; however, where the performer works 6 days or less (including work on a Sunday) s/he shall receive only the payment set forth in sub-paragraph (b) above and hours worked (up to and including 10 hours) on all such Sundays shall be included in calculating the performer's 48 hour week.
- d) Work in excess of 10 hours on a Sunday or a public holiday (where the performer receives an extra day's pay), shall be paid at double time;
- e) Where a Performer is recalled for retakes, added scenes etc. on a Sixth Day or Sunday (and receives an extra day's pay), s/he shall not receive more than US\$1,000.00 for the first 8 hours and any overtime shall be paid at ordinary time. The concessional conversion rate referred to at clause 12.1 of this Agreement does not apply to this sub-clause. Instead the conversion rate shall be the rate of US\$1.00 = AU\$1.39;
- f) All holidays falling on a Sunday shall be deemed to fall on the following Monday. Hours worked up to and including 10 hours shall be included in calculating the forty-eight hour week.

17.8 A Performer required to work on Sundays or Public Holidays shall be paid at double time except where the Performer is earning in excess of double the minimum daily rate per day in which case the Performer shall be paid time and one half.

17.9 There will be no compounding in the calculation of overtime, that is, a Performer will not be entitled to be paid more than double time.

18. NIGHT WORK

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- 18.1** All work performed between 10.00pm and 6.00am shall attract a loading of 10% of the BNF except:
- (a) between 5.00am and 6.00am where the first call of the day is at 5.00am or thereafter;
 - (b) Where night work is necessary by reason of difficulty in obtaining daytime access to the object or place (such as a public building) to be photographed. This exception does not extend to photography on stage or set;
 - (c) Such loading shall not be payable to any day Performer who is earning in excess of double the minimum daily rate per day or a weekly Performer guaranteed no less than US\$6,350 per week or are guaranteed US\$65,000 per theatrical feature. The concessional conversion rate referred to in clause 12.1 of this Agreement does not apply to this sub-clause. Instead the conversion rate shall be the Applicable Exchange Rate.
 - (e) Such night loading shall not be paid on overtime hours.

18.2 Work past midnight will accrue to the total hours of the previous day.

18.3 Work commencing after 12.01 am on any day will be considered work on that day for the purpose of calculating the 5 day or 6 day work week.

19. TRAVEL

19.1 All travel time is counted as work time and shall be paid on the BNF for up to 8 hours in any 24 hour period, where the Performer does not otherwise render service.

19.2 If a Performer is required to travel on any day the Performer is required to work, all travelling time shall be deemed work time and paid accordingly.

19.3 Where a Performer is required to travel and work on the same day, overtime caused by travel will be paid at the rate of time-and-a-half.

19.4 Economy air transportation and/or first class transportation will be provided to and from location and to and from the place of overnight lodging, on location. Separate rooms will be provided as lodging on overnight location.

19.5 Reasonable meal periods shall be provided while travelling and a reasonable meal or meal allowance provided.

19.6 On overnight location, transport to and from the hotel will be provided.

19.7 Juveniles will be transported to and from set at all times.

19.8 Unless contracted otherwise, if a Performer does not arrive at a destination on the day of departure he/she shall not receive more than one day's pay at BNF.

19.9 Performer shall be transported:

- (a) to and from Pick-Up Point and place of work, if the Performer requires;
 - (b) to and from Place of Residence if:
 - (i) work commences before 7am or finishes after 7pm (8pm during daylight savings time) and the Performer is not otherwise able to transport his or herself;
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- (ii) the normal means of regular transport is not available within thirty minutes of the Performer's commencing or finishing time.

This does not apply to Stunt Performers.

19.10 Where Performer provides his or her own vehicle, the Performer shall be paid the following allowances (to be calculated from Pick-Up Point to place of work):

- (a) Car: \$1.16 cents per km;
- (b) Motor Cycle: \$0.55 per km

20. PRO-RATING

Pro-rating to determine an additional day's pay shall be on the basis of 1/5th of the Performer's weekly BNF. This clause only applies where a Performer is engaged on a weekly basis ("Term of Engagement") and, after the Term of Engagement is required to work an additional day or days consecutive to the completion of the Term of Engagement.

21. REST PERIODS

- 21.1** Unless the Producer contracts the Performer under clause 16.9, a Performer shall be entitled to a rest period of 10 consecutive hours from the time the Performer is finally dismissed until the Performer's first call thereafter for whatever purpose.
- 21.2** A Performer shall be entitled to one rest period in each week, of 34 consecutive hours.
- 21.3** Where the Performer works on all 7 days in a week and is paid an extra day, the requirement for a 34 hour rest period may be waived but the Performer must continue to receive 10 hour rest periods as set out in clause 21.1 above.
- 21.4** Any Performer required to travel by air in excess of 4 hours to a location shall receive a 10 hour rest period before being called for work.
- 21.5** Unless the makeup, hair or wardrobe is extraordinary, only 15 minutes of makeup, hair or wardrobe removal is calculated for the purposes of clauses 21.1, 21.2 and 21.3.
- 21.6** Failure to provide any of the rest periods as provided above shall incur a penalty of the daily BNF

22. SCREEN TESTS; AUDITIONS AND OR INTERVIEWING

- 22.1** A Performer shall receive no payment for the first interview or audition.
 - 22.2** A Performer will be paid for callbacks or subsequent auditions unless subsequently employed in the Film and the Performer shall be paid at the hourly equivalent of the daily minimum with a minimum call of 2.5 hours. For the purpose of calculating payment under this clause, the Performer will be deemed to have commenced the audition, screen-test or interview at the time of the Performer's call or the Performer's arrival time whichever is the later.
 - 22.3** Where a Performer desires the videotape of the Performer's audition or screen-test to be erased, the Producer will do so upon the written request of the Performer.
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23. PUBLICITY

- 23.1** Unless contracted under clause 16.9, time spent by the Performer in publicity interviews shall not be time worked but the Performer shall be under no obligation to report for such interviews.
- 23.2** The Producer shall seek the consent of the Performer to use the Performer in publicity stills.
- 23.3** Unless contracted under clause 16.9, the Performer shall receive payment for all publicity work outside contracted hours at the hourly equivalent of the BNF with a minimum call of 2 hours. Time in excess of this 2 hours shall be paid in hourly units. Publicity work outside of the contracted period shall be subject to the Performer's availability.

24. ANNUAL LEAVE

- 24.1** All Performers will be entitled to annual leave in accordance with Division 5 of the National Employment Standards (NES).
- 24.2** Due to the unique nature of film production, the MEAA acknowledges that it is reasonable that annual leave not be taken in the course of production unless (a) there are exceptional circumstances and provided that the Producer has granted prior approval, or if required by law; and (b) the Producer may direct the Artist to take accrued annual leave.
- 24.3** On termination of engagement, the Producer shall make a payment of accrued and untaken annual leave equal to 1/12th of a figure which is calculated as follows:
- (a) divide the daily or weekly BNF by 8 or 44 respectively to ascertain an hourly rate;
 - (b) multiply the resultant figure by the total number of hours (or part thereof) completed as Time Worked, as defined.
- 24.4** For the avoidance of doubt, Clause 24.1 does not apply to Performers engaged through loan out companies.
- 24.5** If the Performer receives no less than US\$6,350 (plus one twelfth of that figure) per week or is guaranteed US\$65,000 (plus one twelfth of that figure) or more per Film, then the Producer has the right to negotiate a fee inclusive of annual leave in respect of that Performer (provided it is separately identified in the Agreement). The concessional conversion rate referred to in clause 12.1 of this Agreement does not apply to this sub-clause. Instead the conversion rate shall be the Applicable Exchange Rate.

25. SUPERANNUATION

- 25.1** The Producer shall make a superannuation contribution to Media Super (or such other superannuation fund nominated by the Performer) on behalf of each Performer, equivalent to an amount of not less than 9.5% of the Performer's Total Actual Compensation up to a maximum of AUD \$240,000 for the Film, as defined, excluding annual leave.
- 25.2** Payments under Clause 25.1 will increase from time to time in accordance with the relevant Australian Government legislation.
- 25.3** For the avoidance of doubt, Clause 25.1 does not apply to Performers engaged through loan out companies.

26. PRODUCTION TIME REPORTS

- 26.1** At the end of each day the Performer shall receive a report which details the time of the Performer's call, the time of the Performer's arrival at the place of work (or pick-up point),
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the time that the Performer is released from duty, the commencing and finishing time of all meal breaks and the date of work.

- 26.2** A Statement of Earnings (pay advice form) shall be included with each Performer's pay. Such form shall clearly and separately identify all deductions and payment made to the performer including where relevant, but not limited to, payment for ordinary hours, overtime purchased in advance, overtime, overtime additional to overtime purchased in advance, annual leave payment, allowances, payment for miscellaneous calls - post-synchronisation, auditions, wardrobe, etc., penalty payments, cancellation and postponement fees.
- 26.3** The Producer shall provide a detailed Statement of Earnings to each extra, or where the extra is represented, to his/her agent. Where an agent represents more than one extra engaged in a production a group statement of earnings may be provided to the agent which shall separately identify all deductions and a fee breakdown of all payments made to each extra under this Agreement.
- 26.4** Within 12 weeks following the end of postproduction, the Producer shall furnish to the MEAA a report ("Time and Wages Report") which details:
- (a) a complete list of all performers engaged on the Film (including US cast);
 - (b) MEAA/Superannuation Fund (e.g. Media) numbers for all Australian cast;
 - (c) the number of days/weeks each cast member worked (including overtime and other calls defined as Time Worked);
 - (d) the Total Actual Compensation, as defined, for each cast member;
 - (e) the Total Applicable Minimum Salary, as defined, for each cast member;
 - (f) the daily/weekly BNF as defined for each cast member;
 - (g) the relevant information under Clause 29.4.
- 26.5** The Producer will thereafter furnish a revised or final list where necessary (eg. to identify all Performers who appear visibly or audibly in the Film as first released theatrically).

27. REVOICING

The Producer may not revoice an artist in the English language without the Performer's written consent (which consent shall not be unreasonably withheld), except where the Producer has provided the Performer with reasonable notice of a request to revoice the whole or part of a Performer's performance within Australia and the Performer is not reasonably available to do so. Notice is deemed to have been received by the Performer if written notice is sent to the Performer's agent or the address last given by the Performer to the Producer as the Performer's contact address.

28. CONDITIONS

With the exception of those terms and conditions of employment specifically provided for herein, the terms and conditions in all other respects contained in the AFFCA shall apply to the engagement of all artists. Where any provision of this Agreement duplicates or differs from any provision contained in the AFFCA then the provision of this Agreement shall prevail.

29. USAGE RIGHTS RESIDUALS

- 29.1** Subject to clause 29.2, the Producer has the use of the Artist's performance, name, voice and/or likeness (including still images) in connection with the production, distribution, publicity, marketing and/or exploitation of the Film.
- 29.2** The provisions of the SAG-AFTRA Agreement, in relation to the rights and restrictions on the use of the Film, will apply and form part of this Agreement. In the event that the provisions of the SAG-AFTRA Agreement and the terms of this Agreement conflict in relation to those issues, the terms of the SAG-AFTRA Agreement shall prevail. In relation to the rights and restriction on the use of the Film, the Performers shall have the same
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rights and obligations as if they had been contracted under the SAG-AFTRA Agreement and the MEAA shall have the same rights and obligations as SAG-AFTRA under the SAG-AFTRA Agreement.

29.3 The Performers engaged under this Agreement shall be entitled to the same residual payments as if they had been contracted under the SAG-AFTRA Agreement. MEAA shall have the same reporting, audit and dispute resolution rights and obligations in relation to residual payments as held by SAG-AFTRA under the SAG-AFTRA Agreement.

29.4 Amounts payable under Clause 29.1 to the Performers engaged under this Agreement shall be paid to MEAA for rateable distribution to the Performers who appear visibly or audibly in the Film as first released theatrically provided that all references to rateable distribution under this Agreement, shall include all performers in the Film who appear visibly or audibly in the Film as first released theatrically, whether engaged under this Agreement or engaged under the SAG-AFTRA Agreement. All amounts payable in accordance with Clause 29.1 shall be apportioned amongst the Performers entitled to participate in the Film as set out in Clause 29.3, by reference to the Time and Wages Report provided under Clause 26.5 and as may be updated under Clause 26.6.

29.5 The amount received by the MEAA under Clause 29.2 shall be distributed as follows:

Units will be assigned to Performers entitled to participate on the following basis:

1. Time units

With respect to each Performer, units for Time Worked, as defined, shall be computed as follows:

Each day = 1/5th unit

Each week = 1 unit

no more than 5 time units may be credited to any Performer.

2. Salary units.

With respect to each performer, units for Total Compensation received from the Film shall be credited as follows:

a) Daily Performer: each multiple of daily scale = 1/5th unit.

A fraction of daily scale, when more than one half, shall be credited as another 1/5th unit.

b) All other Performers:

each multiple of weekly scale = 1 unit.

A fraction of a multiple, when more than one half of weekly scale, shall be credited as another weekly unit.

c) No more than ten salary units may be credited to any Performer.

3. Computation

Each Performer shall be credited with the sum of time and salary units as computed above, and each performer will receive that rateable proportion of the monies, as the Performer's number of units, bears to the total number of units for the entire cast.

29.6 If the MEAA receives residual compensation from the Producer for distribution to all applicable Performers (**Residual Payment**):

(i) the Producer shall pay the MEAA as a residual distribution administration fee, being the lesser of 1% of the Residual Payment or AUD\$1,000 (Administration Fee); and

(ii) the MEAA hereby indemnifies and keeps indemnified, the Producer, against any claim by a Performer arising out of the non-payment of the Performer's share of the Residual Payment in accordance with the report furnished to MEAA under clause 26.5 and the revised report furnished to MEAA under clause 26.6, if applicable, if the Producer has complied with Clause 29.4.

30. DISTRIBUTOR'S NOVATION OR ASSUMPTION AGREEMENT

- 30.1.1 If the Producer or its heirs, successors or assigns, sells or otherwise disposes of the Program, or any rights in the Program ('Sale'), the Producer shall not be relieved of any of its payment obligations under this Agreement, unless the third party to whom the Sale is to be made, ('the Purchaser') enters into a so-called distributor's assumption agreement ('Distributor's Assumption Agreement') in the form annexed at Annexure E or otherwise in a form agreed between the parties in good faith, such that the Purchaser assumes and agrees to discharge in full all of the Producer's payment obligations under this Agreement applicable to the property or rights the subject of the Sale.
- 30.1.2 Prior to entering into the Distributor's Assumption Agreement the Producer agrees to seek the prior approval of MEAA in respect of the Purchaser and any proposed amendments to the Distributor's Assumption Agreement.
- 30.1.3 The Producer shall not use any leasing or other device with a Purchaser to evade its obligations under this Agreement.
- 30.1.4 The Producer shall give written notice of the existence of this Agreement (including this clause) to any Purchaser, including notice of the obligations of the Producer under this Agreement, with a copy of such notice to be simultaneously provided to MEAA.
- 30.1.5 In the event the Purchaser is a party/signatory to an agreement in the form or substantially in the form of this Agreement (including this clause) or the SAG Agreement, the Purchaser shall be deemed to be automatically bound by the provisions of the Distributor's Assumption Agreement and shall not be required to execute a separate Distributor's Assumption Agreement.
- 30.1.6 This Agreement is binding on the parties and their successors, administrators, executors and assigns.

31. EDITING OR OTHERWISE SEGMENTING OF FILM

- 31.1 All work performed by a Performer in the production of a Film shall be used only as part of the Film for which the Performer was originally engaged. No footage shall be used in any other production, or edited or otherwise joined with segments from other production or edited or otherwise joined with segments from other programs without the written approval of the Performer which approval shall not be unreasonably withheld or as may be permitted under the SAG-AFTRA Agreement provided that the Performer has the same rights as a performer under the SAG-AFTRA Agreement and MEAA has the same rights as SAG-AFTRA under the SAG-AFTRA Agreement.
- 31.2 Nothing in this clause shall prevent the Producer from using any segment of the Film for promotional purposes, in a historical or biographical documentary about the Film or television industry, or in any industry Awards program, nor shall it limit the rights of the Producer for the purpose of creating a new form of the same film for contemporaneous exploitation in which case the Performer will be entitled to the repeat and residual payments as provided for in this Agreement for this resultant new film.

32. CREDIT

All Performers appearing in the Film as first released theatrically playing speaking parts of two or more lines in the Film shall receive a cast credit. Such credit shall be visible, legible and shall provide character identification,

33. SAFETY CODE

The Producer agrees that the Australian Film Safety Code or its agreed equivalent shall apply to the Film.

34. DISPUTE RESOLUTION

- 34.1 The Producer and MEAA will endeavour to resolve all disputes between themselves in relation to the treatment of Performers under this Agreement including but not limited to the interpretation or implementation of this Agreement, and will follow the following procedure.

Step 1

A written notice setting out the details of the dispute, including but not limited to the issue, parties involved and chronology of event will be sent from one party to the other (the Dispute Notice).

Step 2

Within five days of the service of the Dispute Notice the Producer and MEAA will meet at a mutually convenient place in an endeavour to resolve the dispute.

Step 3

The Producer and MEAA will meet further if required in order to use their reasonable efforts to resolve the dispute within 15 days of services of the Dispute Notice.

The Producer and MEAA will ensure that a senior representative with authority to negotiate will attend any dispute resolution meetings. The time periods outlined in the steps above may be varied by agreement between the Producer and MEAA.

- 34.2 The Producer and MEAA agree that in the event they are unable to resolve a dispute arising over the interpretation or implementation of this Deed within 15 days of the date of the service of a Dispute Notice, the Producer and MEAA will submit to the conciliation and arbitration of the Fair Work Commission or by agreement, to an independent arbitrator.
- 34.3 The decision of the Fair Work Commission or the independent arbitrator (as applicable) shall be final and binding on both parties and any costs such as hire of venue, transcript fees etc., in relation to the use of an independent arbitrator shall be shared equally by the parties.

35. CANCELLATION AND POSTPONEMENT

- (a) A Call may be postponed without payment to the Performer provided that not less than seven days' notice has been given to the Artist prior to the time of the original Call. Should less than seven days but four days or more notice of such alteration be given the Performer shall be paid 16.6% of the BNF calculated on a daily basis for such altered Call. Should less than four days but two days or more notice of such alteration be given the Performer shall be paid 25% of the BNF calculated on a daily basis for such altered Call. Should less than forty-eight hours' notice of such alteration be given the Artist shall be paid 33.3% of the BNF calculated on a daily basis for such altered Call.
- (b) Where a Performer has been booked and no work is performed on that day due to weather conditions s/he shall be paid 50% of the BNF calculated on a daily basis for such day if s/he has not been required to attend the place of work, or 75% of the BNF if s/he has attended the place of work.
- (c) Calls substituted for the postponed Call shall be paid for at the rate negotiated for the original Call.
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- (d) If a Call is cancelled by the Producer or if the Performer is unavailable on the date to which a Call has been postponed then in lieu of any payment for postponement the Performer shall be paid his/her total daily fee for the Call.

36. FACILITATIVE ARRANGEMENTS

The provisions of this Agreement may be varied by written agreement negotiated in good faith between the Producer and MEAA in order to facilitate working arrangements to meet circumstances not otherwise contemplated by this Agreement.

37. APPLICABLE LAW

This Agreement is made subject to the laws of New South Wales, Australia. The parties submit to the jurisdiction of the courts exercising jurisdiction there.

SIGNATORIES

signed for and on behalf of	Signed for and on behalf of
Media Entertainment & Arts Alliance	SERVO PRODUCTIONS 07 PTY LTD (ABN 91 667 190 338)
by.....	By.....
In the presence of:	in the presence of:
.....
Witness	Witness
.....
Date	Date

APPENDIX 1 – PRECEDENT EMPLOYEE CONTRACT (CLAUSE 13.1)

PRODUCER	DATE
DATE EMPLOYMENT STARTS (other dates as requested by Producer)	PLAYER
ROLE	ADDRESS
PICTURE/TITLE	TELEPHONE NO.
WEEKLY CONVERSION AU \$ RATE:(more than 3 days worked in a week):	MEAA NO: SUPER FUND & NO:
DAILY RATE: AU\$ GUARANTEE (IF ANY):	AGENT

Producer engages Performer to perform the Role as a Performer in the Picture for the rate/s set out above ("Rate"). This Agreement is subject to the MEAA Australian Actors Offshore Feature Film Agreement ("MEAA Agreement"), which includes terms for the Screen Actors Guild Codified Basic Agreement of 2005 (as amended) (including side letters) ("SAG-AFTRA Agreement"). The Rate will apply to additional days or weeks, as applicable, for which Performer is engaged beyond the Guarantee.

PARENT INITIAL HERE IF PERFORMER IS A MINOR	
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INITIAL HERE

A. Producer is also granted the further exclusive right to use and to license the use of Performer's voice from the sound track of the Picture on commercial phonograph records and albums and similar devices. If Producer issues or authorizes the issuance of such record or album using Performer's voice, Producer shall pay to Performer or cause Performer to be paid a sum equal to applicable SAG scale.

PARENT INITIAL HERE IF PERFORMER IS A MINOR	
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INITIAL HERE

B. If Performer's performance appears recognizably in the Role in the Picture as initially theatrically released, Producer agrees to grant Performer credit as follows:

- i. On Screen: Optional, at producer's sole discretion, provided that clause 32 of the MEAA Agreement applies.
- ii. Producer is not obligated to accord Performer credit in paid advertising.
- iii. No casual or inadvertent failure to comply with the credit provisions of this Agreement shall constitute a breach of this Agreement. It is further agreed that Performer's rights and remedies in the event of a failure or omission by Producer constituting a breach of Producer's obligations to afford Performer credit shall be limited to Performer's right, if any, to recover damages in an action at law, and in no event shall Performer be entitled by reason of any such breach to terminate this Agreement or to enjoin or restrain the distribution or exhibition of the Picture.

C. Producer shall have exclusive right (i) to use and to license the use of Performer's name, sobriquet, photograph, likeness, voice and/or character portrayed by Performer in the Picture, and (ii) to simulate Performer's voice and appearance by any means in and in connection with the following: the Picture and any exploitation, exhibition, advertising, and/or promotion thereof in any manner and by any means in perpetuity throughout the universe, including without limitation any merchandising, promotional and/or publishing endeavors, theme parks and commercial advertising and publicity-tie ups, and commercial phonograph records and/or albums.

D. Performer may, during the course of his/her engagement hereunder, have access to and acquire knowledge from, material, data, systems, and other information that may not be accessible or known to the general public. Any knowledge acquired by Performer from such material, data, systems, or otherwise through Performer's engagement hereunder shall not be used, published, or divulged by Performer to any person, firm or corporation in any manner whatsoever without first having obtained the written permission of

Producer, which permission Producer may withhold in its sole discretion. Performer shall not issue or authorize the publication of any news stories or publicity (including without limitation, over any computer networks or on-line services) relating to or naming Producer, its successors, assigns, affiliated entities or the Picture without prior written consent from Producer. This clause shall survive the expiration of the term of this agreement.

E. Producer shall have the exclusive right to make one or more promotional films of thirty (30) minutes or less and to utilize the results and proceeds of Performer's services therein upon all of the terms and provisions set forth in the SAG Agreement. Performer agrees to render such services for said promotional films during the term of this employment hereunder as Producer may request and Performer further agrees to the use by Producer of film clips and behind-the-scenes shots in which Performer appears in such promotional films. Performer shall not be entitled to any compensation in connection with the promotional films or the exploitation thereof.

F. The employment is subject to all of the provisions and conditions applicable to the employment of Performers contained or provided for in the MEAA Agreement.

G. Re-use of any part of the photography of the Picture in which Performer appears recognizably shall require Performer's prior written approval (which approval shall not be unreasonably withheld); provided, however, that no such approval need be obtained with respect to: (a) use in connection with the exhibition, advertising, exploitation and/or promotion of the Picture (including, without limitation, in connection with merchandising and commercial tie-ins for the Picture); (b) the showing of clips and trailers of the Picture at theme parks and/or studio tour attractions; and (c) clips not exceeding three (3) minutes in total length from the Picture to establish the story of a sequel to the Picture.

H. Performer authorizes Producer to re-use excerpts of the photography and sound recordings of the Picture containing Performer's voice and likeness in "New Media." To the extent payment is required under the applicable SAG Agreement, said payment shall be at the minimum compensation set forth therein for such use.

I. In the event of any breach of this agreement, Performer's remedy shall be limited to an action for damages, if any, and in no event shall Performer be entitled to terminate this Agreement or to seek to enjoin the exhibition of the Picture or the advertising thereof. Except as herein provided, this Agreement cancels and supersedes all prior negotiations and understandings relating to the Picture.

J. DELETE IF CONSENT IS NOT PROVIDED: Performer hereby consents to Producer providing footage and stills from the Picture including Performer's image to: (a) Screen Queensland for the promotion of Screen Queensland and the Queensland film and television production industry; (b) Ausfilm to promote Ausfilm and Australia as a production destination; (; and (c) the Federal Ministry of the Arts and/or Federal Government departments or agencies involved in the promotion of the Australian film and television industries to promote those agencies and the Australian film and television production industry.

K. Confidentiality: Performer warrants that Performer has executed Producer's non-disclosure agreement and will comply with its conditions.

L. SPECIAL CONDITIONS (IF ANY):

PRODUCER _____

PERFORMER _____

BY _____

(SIGNATURE LINE OF PARENT IF PERFORMER IS A MINOR)

Performer hereby consents to the Producer:

- (a) Paying to the Media, Entertainment & Arts Alliance ("MEAA"), on my behalf, any residual payments (including but not limited to additional compensation for reruns and foreign telecasts) due to Performer as a performer under this Agreement, for distribution to Performer in accordance with MEAA's policies and procedures current at the time of payment and payment by Producer or Legendary Pictures to MEAA of an amount equivalent to the residuals otherwise payable to Performer shall discharge Producer of its obligation to pay such residuals payment to Performer; and
- (b) Providing Performer's personal details to MEAA for the purposes of administration and processing the payment of the residuals payment referred to in Clause 23.3 of the MEAA Agreement.

PERFORMER _____

Appendix 2
MERCHANDISING RIDER

1. If the likeness or voice or name of the Performer, is used and is recognisable in a merchandising item (other than any Excluded Use) Producer shall pay Performer a royalty equal to 5% of 50% of the gross receipts, if any, actually received by the Producer or Producer's licensing agent from the licensing of such merchandising rights. With respect to any particular item of merchandising and/or commercial tie-in, such royalty shall be reducible if one or more other cast members or other Artist also appear in or on such merchandise and shall be calculated as follows:

Number of other Participants with whom Performer appears	Performer's Percentage of Merchandising Receipts
1	2.5%
2	1.66%
3	1.25%
4	1.0%
5	1.0%
6	1.0%
7 or more	7.5% divided by the number of Performer plus 1*

* for example, if Performer appears with 8 other artists, the Performer's percentage would be 0.83%

2. In the event that:
- the Performer is a stunt performer; and
 - a clip from the Picture that includes an identifiable stunt performed by the Performer is used in a merchandising item, then the likeness of the Performer is deemed to be recognisable in the merchandising item (for the purposes of paragraph 1(b) above).
3. For the purposes of this Merchandising Rider:
- 'Excluded Artist' means any Artist who is an extra, special ability extra, stand-in or double but does not include stunt performers;
 - 'Excluded Use' means:
 - any use of the Performer's name in the so-called billing block and/or credit list for the Picture;
 - any use of the Performer's name, voice or likeness on soundtrack covers, covers of novelisation, tie-in editions of underlying literary properties (in print and/or audio cassette form), printed programs, booklet covers and booklets relating to software;
 - any use of a performance capture reproduction of the Performer.
5. Notwithstanding the foregoing, Performer shall have a right of prior approval with respect to the following categories of merchandising utilizing Performer's, name, voice or likeness: firearms, tobacco and personal hygiene products, which approval shall not be unreasonably withheld and which will be deemed granted if not denied by Performer in writing within 5 business days after Producer's written request therefore, unless a shorter period of time is reasonably required by Producer.
6. The Producer will account for all sums due pursuant to this Merchandising Rider in accordance with the Producer's applicable standard accounting periods, but not less frequently than once a year. At the same time the Producer will deliver to the Performer a statement of account showing the calculation of the payments made. The Producer shall not be required to provide a statement in any period where there are no payments due to Performer.
7. The Producer shall keep at its principal office accurate and complete books of account relating to sums due pursuant to this Merchandising Rider and the Performer will at its own expense and on reasonable notice be entitled to inspect and audit such books and records (limited to their relevance to the calculation of royalties hereunder), but not more than once in any four

year period.

8. For the avoidance of doubt, this Annexure 2 is not inconsistent with MEAA Agreement.

DISTRIBUTOR'S ASSUMPTION AGREEMENT

For valuable consideration, [INSERT COMPANY] ("**Distributor**") acknowledges that the drama series more specifically described in the attached schedule ("**Program**") is subject to the [INSERT AGREEMENT NAME] ("**MEAA Agreement**"), and particularly to the provisions thereof providing for the payment of additional compensation for television exhibition and supplemental market exhibition, and Distributor hereby agrees with Media Entertainment & Arts Alliance ("**MEAA**") as representative of the performers engaged pursuant to the MEAA Agreement whose services are included in the Program, to pay all residual compensation required thereby, arising out of the distribution of the Program by or on behalf of the Distributor. If the residual compensation is not paid within 30 days following the date on which such compensation is due, the Distributor further agrees to pay interest on such outstanding amounts of residual compensation (if any) at the rate of LIBOR + 1% calculated from the date which is 30 days from the due date. No other interest or late fees are payable.

The Distributor shall keep complete records showing the calculation of "distributor's gross receipts" (as that term is defined and applied in the SAG-AFTRA Agreement as defined in the MEAA Agreement) for the Program to the extent that such records are pertinent to the computation of payments due under the MEAA Agreement. The Distributor agrees that MEAA to have the right, upon reasonable written notice at all reasonable times, to inspect any and all such records, provided such inspection is limited to once a year.

The Distributor agrees to furnish reports to MEAA showing such "distributor's gross receipts" derived from the Program on an annual basis.

The Distributor agrees to cooperate in responding to reasonable requests from MEAA as to whether the Program is currently being exploited in any market in the U.S. or is licensed for exploitation in any country outside of the U.S. that gives rise to residuals and/or further use payments for performers. An inadvertent failure to comply with any of the notice or reporting provisions hereof shall not constitute a default by the Distributor, provided said failure is cured promptly after written notice thereof from the MEAA.

In the event of any breach of this Agreement by the Distributor, MEAA's remedy, if any, shall be limited to the recovery of monetary damages in an action at law, and in no event shall MEAA be entitled by reason of such breach, to determine this Agreement or enjoin or otherwise restrain the production, completion, distribution or exhibition of the Program, or the distribution, release, exhibition or broadcast of still photographs or sound recordings associated with the Program.

EXECUTED AS A DEED

Date: _____

.....
 Authorised signatory
 For and on behalf of the Distributor

.....
 Authorised signatory
 For and on behalf of MEAA