

COMPARISON OF ACTRA ICA/ACA AND SAG PROVISIONS

COMMERCIAL PRODUCED IN CANADA FOR USA USE

The following précis is intended for information purposes only, to provide a comparison between the ACTRA Commercial Agreement and the SAG Commercials Contract, with respect to the application of Article 2404 of the NCA for commercials Produced in Canada for USA use only.

For the actual text of the applicable Article, please refer to the page number references in each Agreement.

Important: remember in this document page numbers 1 to 10 on the left side spell out the ACTRA rules & rates and at the bottom of each box tells you when you use the ACTRA rules & rates. The right side spells out the SAG rules & rates and at the bottom of each box tells you when you use the SAG rules & rates.

Please note: in this précis all ACTRA rates are based on the nearest .50¢ or \$1.00 and SAG is based on the nearest .05¢ with the exception of the mileage or kilometres rates.

FALL ISSUE 2004

ACTRA – Rules & Rates August 1/04 to June 30/07

SAG – Rules & Rates October 30/03 to October 29/06

ACTRA ICA/ACA & SAG/TELEVISION COMMERCIAL AGREEMENT/USA USE ONLY

**INTERPRETATION OF ARTICLE 2404A ALL ON-CAMERA PERFORMERS RESIDENT IN CANADA
"PAID CANADIAN DOLLARS" ACTRA CONTRACTS-ACTRA DEDUCTIONS & CONTRIBUTIONS.**

The Rules & Rates are in effect from August 1, 2004 to June 30 2007.

ACTRA SESSION FEE RATE FOR FIRST DAY ONLY PER COMMERCIAL to be paid for the FIRST day worked (or any first cancellation day) on the same Commercial. Subsequent days to be paid at the SAG rate. Can credit only the Session fee paid for the first day of work against first fixed cycle of use no later than 13 weeks from production date.

ON CAMERA----- \$597.00 / \$609.00 / \$621.00
OFF CAMERA-----\$435.50 / \$444.00 / \$453.00
STUNT PERFORMER-----\$597.00 / \$609.00 / \$621.00
DEMONSTRATOR (Hand Model)-----\$597.00 / \$609.00 / \$621.00 No use fees to be paid
ACTRA Background/Extra-----\$364.50 / \$372.00 / \$379.50 (No use fees to be paid
Can be Recognizable)

SAG RATES FOR ALL OTHER FEES

Overtime, Meal Penalties, Wardrobe Calls, Travel hours (Per Diems and Mileage), Weather Holds, Late Payment Penalties, Audition Recalls, regular Recalls and Pre-Production Rehearsal, etc.

ACTRA WORKING CONDITIONS

Minimum one-hour Wardrobe Call, sixth-hour Meal Break, Night Work, Late Payment rules, Auditions, Creative Fee, regular Recall Session and Pre-Production Rehearsal hours, Travel hour rules, Weather Hold rules, Cancellation rules, Dormancy rules and fees (cannot be credited against use fees). The SAG Holding fee provisions do not apply. ACTRA maximum period of use is eighteen (18) months from either 6 months after Session or first use, whichever is earlier (see Article 1813), Upgrading/Downgrading and Editing-Out provisions and Minors Guidelines.

DEDUCTIONS AND CONTRIBUTIONS

ACTRA Performer Insurance & Retirement deductions of 4%, and Engager contributions of 11% of the gross, for all Performers, on ACTRA contracts. Dues' deductions of 2% from gross fees applies to ACTRA members only. A 10% Service Fee + GST deduction from Apprentice and Non-Members only off the gross of their Residual and Dormancy Fees. Engager Pays a Contract Service Fee per Commercial plus Goods and Services Taxes.

**INTERPRETATION OF CLAUSE 2404B – WHEN BRINGING ON-CAMERA PERFORMER(S)
INTO CANADA, THEN ALL PERFORMERS ARE PAID "U.S. DOLLARS"**

SAG rules, regulations, Session and Use Holding fees **paid in U.S. dollars**, apply to all Performers. With respect to Canadian Resident Performers only, an ACTRA contract **MUST** be signed, and such Members only are subject to ACTRA Dues deductions and Apprentice and Non-Members are subject to 10 % Service Fee + GST deductions on their Residual and Dormancy Fees only. All ACTRA Performers are subject to Insurance & Retirement deductions of 4% and 11% Engager contributions, from their gross earnings as outlined above in the ACTRA Deductions and Contributions statement. Engager pays a Contract Service Fee per Commercial plus the GST.

GOODS AND SERVICES TAXES (GST) @ 7%

GST is paid on Sessions produced in Canada for Canadian and American usage. **GST is paid on all Residual/Use fees for Commercials aired in and outside of Canada. These rules only apply to Performers who list a GST # on their contract.** For GST Rulings in the Toronto area, call {Tel. No. (416) 954-0473}

The following pages of ACTRA and SAG are based on minimum rates for ACTRA Principal/Silent On-Camera and SAG Principal On-Camera (except where indicated otherwise).

Following each heading and description, you will find a note that indicates which Rule and/or Rate (ACTRA ICA/ACA or SAG) applies in each instance. (Article 2404A Only) All fees in Canadian Dollars. WHEN PRODUCING A COMMERCIAL FOR USA USE ONLY ACTRA's Three Year Agreement Rules and Rates start August 1, 2004 to June 30, 2007.

SAG's Three-year agreement, October 30, 2003 to October 29, 2006.

ACTRA - PRINCIPAL/SILENT ON CAMERA Rules & Rates August 1/04 to June 30/07	SAG - PRINCIPAL ON-CAMERA PERFORMERS Rates Effective Oct. 30, 2003 to Oct. 29, 2006
<p>AUDITIONS: pages 24-29 Audition Sign-in Time Sheet must be filed. First hour of 1st Audition is free. 2nd, 3rd and subsequent Auditions are payable at \$50.00 per hour as a per diem with no deductions. Any time over 1 hour is payable at the rate of \$62.50/\$64.00 /\$65.50 per hour with deductions. See agreement for Audition and Casting rules.</p> <p>ACTRA RULE (ACTRA rate of \$50.00 is paid for the 1st hour of the 2nd Audition only, 3rd and subsequent Auditions are paid at the SAG rate).</p>	<p>AUDITIONS: pages 81-84 Audition Report Forms must be filed. First hour of 1st and 2nd Audition is free. 3rd Audition should not be less than 2 hours payable at the rate of \$133.75. Any time over allotted time is payable in ½ hours at the rate of \$33.45.</p> <p style="text-align: center;">SAG RATE</p>
<p>WARDROBE: pages 49-51 Prior to Session day, Wardrobe Calls are 1 hour at \$76.00/\$77.50/\$79.00 any time kept over 1 hour is paid at the hourly rate of \$76.00/\$77.50/\$79.00.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>WARDROBE: page 79-80 Prior to Session day, Wardrobe Calls are 1 hour at \$66.90. Any time over 1 hour is paid in 1/4 hour units. (more than 2 times scale - Principal performers do not get paid).</p> <p style="text-align: center;">SAG RATE</p>
<p>PRE-PRODUCTION REHEARSAL: pages 13, 42-44 Minimum call is 4 hours and any hours thereafter is paid at the hourly rate. (Use ACTRA's 4 hour rule).</p> <p style="text-align: center;">ACTRA RULE</p>	<p>REHEARSAL TIME: page 86 Full days pay is due under SAG. (Pay ACTRA's 4 hour rule at the SAG hourly rate).</p> <p style="text-align: center;">SAG RATE</p>
<p>PRINCIPAL & SILENT ON-CAMERA PERFORMERS: pages 3, 33-34 (Clearly recognizable for 16 or more frames or 2/3 of a second on -camera)</p> <p>Session Fee - 9 hours \$597.00/\$609.00/\$621.00</p> <p>Hourly rate \$76.00/\$77.50/\$79.00 9th & 10th hrs - AWT rate per hr \$98.50/\$100.50/\$102.50 11th hr & on - OT rate per hr \$111.00/\$113.00/\$115.50</p> <p>Cannot credit Session Fee against Canadian Use Children under 16 - All days are 8 Hours. ACTRA RATE-(9 Hour Session Fee On 1st Day Only) (SAG 8 Hour work day & Session Fee on all other days)</p>	<p>ON-CAMERA PRINCIPAL PERFORMERS: page 14 (Recognizable, Identifiable with the Product or Service and in the Foreground)</p> <p>Session /Holding Fee - 8 hours \$535.00 Hourly rate \$66.90 9th & 10th hours - per hour @ (Time & ½) \$100.35 11th hour & on - per hour @ (2 X Hourly) \$133.75 Can credit Session/Holding Fee against most kinds of use. See Cable section.</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>DEMO TEST COMMERCIALS: pages 36-38, 98-99 50% of the Session Fee rates only for all categories of Performers.</p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	<p>TEST MARKET NON-AIR COMMERCIALS: page 13-14</p> <p>On-Camera Principal Performer \$402.25 Off-Camera Principal Performer \$201.15</p>

<p>SESSION IS PAYABLE: pages 126-129 Within 15 working days after the work Session. Late Payments are \$6.00 per Performer per working day late up to 30 working days; ACTRA to give notice; then there is a 12-day grace period. If payment plus accrued penalty is still not received, then \$10.00 per Performer per working day late accumulates from the date of the notice, until payment is received in the ACTRA office.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>SESSION/HOLDING FEE IS PAYABLE: pgs 58-61 Within 12 working days after employment on Session. The Holding Fee is due on the 1st day of the fixed cycle, which is 13 weeks on the day from the Session employment. Late payments are \$3.00 per Performer per working day up to 25 working days. When the Union or the Performer writes the Producer for non-payment, a 12-day notice is given, if not paid then another \$75.00 payment plus \$10.00 per Performer per day from the date of receipt of the notice.</p> <p style="text-align: center;">SAG RATE</p>
<p>MEAL PERIOD: page 45-46 6th hour meal break (must provide a substantial snack prior to the 5th hour). Meals breaks are 1 hour and a maximum 1½ hours. If a meal break is a ½ hour late, a Meal penalty of \$62.50/\$64.00/\$65.50 apply. Under special new rules, Meal breaks can be a ½ hour providing the Engager supplies the meal, but if the Engager does not supply the meal, then the penalty would be \$62.50/\$64.00/\$65.50, see Agreement rules.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>MEAL PERIOD: page 81 6th hour meal break--not less than a ½ hour and no more than 1 hour. Meal Violation penalty is \$25.00 for each 1st and 2nd ½ hour, 3rd ½ hour is \$50.00, and each additional ½ hour is \$50.00.</p> <p style="text-align: center;">SAG RATE</p>
<p>NIGHT WORK: pages 40-42 11:00 p.m. to 6:00 a.m. 25% Premium is to be paid on the appropriate hourly, additional work time or overtime rates if the work commenced at 4:00 p.m. for night shots and difficulty in obtaining facility in the day time hours. <u>Must Read</u> Article 1210 (a) & (b).</p> <p style="text-align: center;">ACTRA RULE & RATE (ACTRA Session Rate <u>1st day only</u> for the 1st 9 hours) (Use all days ACTRA 25% calculation & 11:00 PM time) (SAG overtime rate all days)</p>	<p>NIGHT WORK: page 86 8:00 p.m. to 6:00 a.m. 10% Premium on the hourly rate</p> <p style="text-align: center;">SAG RATE (SAG Session rate 2nd day & on) (ACTRA 25% & 11:00 PM time)</p>
<p>SATURDAY, SUNDAY & HOLIDAYS NO PREMIUM PAY Minimums only unless otherwise negotiated.</p> <p style="text-align: center;">ACTRA RULE (ACTRA 9 hour Session Fee on 1st day worked only) (SAG 8 hour days all other days at non-premium rate)</p>	<p>SATURDAY, SUNDAY & HOLIDAYS: page 86 Performer at 2 times scale or less per commercial per day gets double what s/he would be paid for a weekday. When a Principal Performer is paid more than 2 times the Session/Holding Fee per commercial per day, the Performer shall receive 1½ times the week day fee on Sat., Sun. & Holidays Overtime is at 2 times hourly rate from the 8th hour.</p> <p style="text-align: center;">SAG RATE</p>

<p>NO CONSECUTIVE EMPLOYMENT RULES: page53 When held over on overnight locations, there is a payment equal to 50% of the Session Fee.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>CONSECUTIVE EMPLOYMENT RULES: page 77 When held over on overnight locations, (not including Sat., & Sun.) there is a payment equal to the Session Fee for each day held. Other than on overnight locations, no consecutive employment.</p> <p style="text-align: center;">SAG RATE</p>
<p>RECALLS: pages 13, 42-44 Minimum 4 Hour Call. Must be a valid recall, e.g. a technical error or government regulations prior to first telecast. Time worked over the allotted hours are paid at the hourly rate of the category of performance. (Use ACTRA's 4 hour rule).</p> <p style="text-align: center;">ACTRA RULE</p>	<p>RECALLS/RETAKES: page 24 Full days pay is due under SAG. Can be called back to make reasonable changes and corrections prior to first telecast. (Pay ACTRA's 4 hour rule at the SAG hourly rate).</p> <p style="text-align: center;">SAG RATE</p>
<p>TRAVEL: pages 48-49 The hourly rate of \$76.00/\$77.50/\$79.00 may be segmented in ½ hour units at \$38.00/\$39.00/\$39.50. Maximum payable in any 24 hour period is 9 hours. Sat., Sun., & Holiday paid the same rate as the week days. Per Diems \$207.00/\$211.00 /\$215.00 covers lodgings and meals. For meals only \$88.00/\$90.00/\$92.00. Mileage 56¢ per mile 39.8¢ per Kilometre.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>TRAVEL: pages 87-90 The 1/4 hourly rate or fraction thereof is \$16.72 if time exceeds the 8-hour workday. Maximum payable in any 24-hour period is 8 hours. Travel day & no services rendered \$535.00. Sat., Sun. & Holiday travel time is paid at 1½ times scale. Per Diem - Lodgings must be supplied. The meal allowance is \$55.15. Mileage is \$0.360¢ per mile.</p> <p style="text-align: center;">SAG RATE</p>
<p>DOWNGRADING: page 15 If performer is downgraded on completion of editing, the Performer must be informed immediately and released from exclusivity. Written confirmation of downgrading must follow within 10 days of notification. Performer is paid 1st cycle at higher category. If notice has not been received by the 7th week of the 1st cycle, then 50% of next cycle shall be paid. Copy of notice to Performer is also sent to ACTRA by fax.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>DOWNGRADING: pages 26 Notified 60 days after completion of employment date and in no event later than 15 work days after 1st use; must pay another Session Fee. If notice is not given on time, performer is paid for all uses which occur prior to written notice of downgrading. In no event shall the payment be less than the Session/Holding Fee.</p> <p style="text-align: center;">SAG RATE</p>
<p>EDITED OUT: page 15 If Performer is edited out of the commercial the Performer shall be advised in writing by the engager within 10 days of final completion. Copy of notice to Performer is also sent to ACTRA by fax. Performer is paid their Session Fee only and No Residual Fees. If Performer is not notified on time, then the 1st cycle of use is paid and if by the 7th week of the 1st cycle Performer is still not notified, then 50% of the next cycle shall be paid.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>OUTGRADING: page 26-27 Notify in writing. Pay all Holding and use fees until Performer receives such notice. If notified 60 days after employment date and no later than 15 working days after 1st use, no further payment is due.</p> <p style="text-align: center;">SAG RATE</p>

<p>POSTPONEMENT & CANCELLATION: pages 51-53 48 Hour Notice of Postponement to Performer. A new booking must be announced within 30 days from Postponement date, otherwise it is deemed as a Cancelled engagement and the Session Fee is paid. 4 days notice must be given to Cancel a Television Commercial--no payment is required. If the Engager Cancels a Performer's booking in a commercial which is actually produced, then the Performer has to be paid the full Session Fee.</p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	<p>POSTPONEMENT & CANCELLATION: page 78 24 Hour Notice to Postpone a call to a mutually acceptable date within 15 working days of original date ½ Session/Holding Fee is to be paid. After 15 working days, then the other ½ Session/Holding Fee is to be paid if no production takes place. Only 1 Postponement shall occur during the 15 working days. Cannot credit this Session/Holding Fee against use.</p>
<p>WEATHER HOLDING CALL: page 51-52 Notice of a Weather Hold must be issued 24 hours prior to work Session. Weather Holds are paid at the rate of \$286.00/\$293.00. Weather Holds may be repeated until production is completed.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>WEATHER PERMITTING CALLS: page 87 If you are paid 2 times scale, you receive a half check for a weather call. Weather Calls cannot be issued after commencement of photography. No limit to the number of Weather Calls.</p> <p style="text-align: center;">SAG RATE</p>
<p>UNIT WEIGHING: pages 64-83 300,000 TV Homes = 1 unit weight. Program Commercials are based on the number of units, whether used in prime time TABLE-D and non-prime time TABLE-E. TABLE-C can be prime and non-prime time. There are 2 criteria for a Program commercial, first you must use the phrases that imply Sponsorship and second you can only have 2 Advertisers per half hour.</p> <p>All National Commercial cycles run for 13 weeks. Broadcast Lag: 1-Use Program only (see Article 1806-b)</p>	<p>UNIT WEIGHING : page 34-39 350,000 TV Homes = 1 unit weight. Each city in the USA, Canada and Mexico is assigned a unit weight. Unlimited use paid for total number of units for 13-week cycle. Known as Wild Spot use.</p> <p>Cycles are based on 13 consecutive weeks of use in each city & not more than 17 weeks after 1st air date--which is called a Broadcast Lag, for Wild Spot and Program use only.</p> <p style="text-align: center;">SAG RULE</p>
<p>NETWORK SPOT: pages 11, 65-67, 71-73, 187-189 Aired on interconnected stations within a Network Spot program, which is telecast from a central source with more than 2 Advertisers per ½ hour.</p>	<p>PROGRAM NETWORK: pages 39-47, 59-61 The number of cities in which the commercial is used determines the class: "A" is over 20 cities, "B" is 6-20 cities, "C" is 1-5 cities. "A" is paid on a per use basis and "B" and "C" are paid set amounts for 13 weeks use. New York, Chicago, and Los Angeles shall each count as 11 cities, any 2 of these constitutes Class "A" use.</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>WILD SPOT: page 11, 65-70, 184-186 Aired on non-interconnected single stations and is used independently of any program or is used on local participating programs which are available to more than one Advertiser.</p>	<p>WILD SPOT: page 33-39, 59-61 Aired on non-interconnected single stations, which is used independent of any program or is used on local participating programs that are available to more than one Advertiser.</p> <p style="text-align: center;">SAG RULE AND RATE</p>

RESIDUAL LATE PAYMENTS: pages 126-129

Wild Spot and Network Spot uses are due within 20 working days of the 1st play. If wild Spot is upgraded to Network spot during the cycle, or if additional Units are added, payment is due within 20 working days from date of the upgrade or added uses. Program Commercial due within 20 working days of 1st air date, except Table "C" which is due within 15 working days of 1st air date. Balance of all Program uses due within 20 working days at the end of the cycle. (ACTRA has to use the SAG Rule and Rate for Class "A" Program use in the USA).

ACTRA RULE

USE CYCLE LATE PAYMENTS: pages 59-61

For Class A Program commercials, payments are due 15 working days after the end of each week Monday through Sunday. Class B, C and Wild Spot payments are due 15 working days after date of 1st use and the balance of added Units to be paid not later than 15 working days at the end of the Wild Spot cycle. Payments for the Spanish Language commercials are due 15 working working days after 1st use. The late payment rates are the same as Session/Holding fees late payment rates, as well as the notification of late payment and the rates.

SAG RATE

TELEVISION COMMERCIAL CYCLE OF USE: pages 65-82

Produced on April 1/2005(cannot credit session)-Cycle # 1 starts 2 months later on: June 1/2005 to August 30/2005. Cycle # 2 started 5 months later on: February 1/2006 to May 2/2006.

From the last air date as set out above, if 26 weeks plus 1 business day goes by and the Performer has not been paid a Dormancy fee to hold this commercial then the Engager loses the right to use the commercial. The Engager can elect to hold this commercial by paying the Performer a Dormancy fee within 15 working days from the expiry of the 26 weeks plus 1 business day period and will permit the Engager to broadcast this commercial within a further 26 weeks plus 1 business day period.

In order to reactivate a Dormant commercial the Engager must seek written permission from the Performer who then has the right to renegotiate. At this point 1 Dormancy fee is due which is not credited against use and a full Residual is paid.

If 1 year goes by from the May 2/2006 last air date, then the Engager owes 2 back Dormancy fees for the first year. If an additional 5 years go by, then the Engager owes 1 back Dormancy fee for each year up to a maximum of 7 Dormancy fees in a 6 year period.

ACTRA RULE

TV-HOLDING FEE FIXED CYCLE & CYCLE OF USE: pages 27-33

Produced on April 1/2004 **\$535.00** (can credit Session Fee). 2 months later-use cycle starts. June 1/2004 to August 30/2004 you credit Session Fee and pay the balance of use(s).

Next Holding Fee is due exactly 13 weeks to the day from the Session **\$535.00**. July 1/2004 to September 30/2004 NO use occurs in this 13-week cycle.

Next 13 weeks Holding Fee of **\$535.00** is due on October 1/2004 to December 31/2004 - NO use occurs in this 13 week cycle.

Next 13 weeks Holding Fee of **\$535.00** is due on January 1/2005 to March 31/2005, but this time the use cycle starts on February 1/2005 to May 2/2005 - you credit the January 1/2005 Holding Fee.

Next 13 weeks Holding Fee of **\$535.00** is due on April 1/2005 to June 30/2005. This time the Holding Fee is not paid, therefore, all rights of the Producer to use the commercial terminates. Can only be reactivated with written permission from the Performer who has the right to renegotiate. Producer must pay a minimum of two (2) back Holding Fees (2 X **\$535.00**) of which only one can be credited against the use cycle.

SAG RATE

<p>DORMANCY FEE: pages 86-89 Regular Commercials-26 weeks plus 1 business day. Seasonal Commercials-39 weeks plus 1 business day. Dormancy Session fees cannot be credited against use. A Dormancy fee for non-use of a commercial must be paid to the residual category Performer within 15 working days from the above expiry dates. The commercial has to be aired before or by the expiry date and paid within 20 working days after the 1st air date. Non-payment of Dormancy or Residual--the Engager's rights terminate. Performers must be notified in writing by the Engager and a fax copy to ACTRA if they are being released from their commitments.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>HOLDING FEE: pages 27-33, 58-60 Payable no later than the 1st day of the fixed cycle which is 13 weeks after the employment date. Every 13 weeks a Holding Fee equal to the Session Fee is payable which can be credited against use providing the commercial begins a use cycle within that 13-week period. The use cycle need not be consecutive with the Holding Fee payment. If Holding Fee is not paid on the due date, the Producer's rights terminate. The Performer is released from all contractual obligations. If the Producer wants to reinstate the commercial, then the Producer needs written consent from the Performer. The Producer has to pay not less than 2 Holding Fees, one of which may be credited against use.</p> <p style="text-align: center;">SAG RATE</p>
<p>MAXIMUM PERIOD OF USE: page 88-89 18 months from the date of 1st use or 18 months from a date 6 months after completion of principal photography which is a maximum of 2 years. Renewal periods are automatic unless the Performer notifies the Engager in writing within 60 days prior to the expiration period of time of such Performer's election to not grant renewal of use or to renegotiate his/her contract.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>MAXIMUM PERIOD OF USE: page 27-33 21 months after the date of commencement of the 1st fixed cycle, which is the employment date. Renewal periods are deemed automatic, unless the Principal Performer gives written notice to the Producer of his/her election not to grant such right of renewal not more than 120 days and not less than 60 days prior to the expiration period.</p> <p style="text-align: center;">SAG RATE</p>
<p>SEASONAL MAXIMUM USE: page 89 2 consecutive season-60 days' notice from the Performer must be given in writing and mailed to the Engager of such Performer's election not to grant renewal or to renegotiate contract following the last telecast of the 2nd or any subsequent seasons.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>SEASONAL MAXIMUM USE: page 56-57 All categories of Principal Performers are paid-one 13-week cycle plus an optional continuous period of not more than 2 consecutive additional weeks into the next 13-week cycle in a season. The maximum period of permissible use is 2 consecutive seasons and must be used as a seasonal commercial in the 1st season it was produced. Must pay Holding Fee 12 working days at end of 13-week cycle (or the optional 15-week cycle). If not paid, no further rights to commercial in the 2nd season.</p> <p style="text-align: center;">SAG RATE</p>
<p>ACTRA/UdA: page 83-85 When an English and French version is made with unchanged On-Camera Performers except changes of language of written material & packaging, the ACTRA On-Camera Performers will be paid one commercial Session Fee only, but will receive the extra French market unit weight added to their English market unit weight Residual payment. If a Principal Performer who speaks both in English and French onset, then it is 2 separate commercials. 1 is under ACTRA and 1 is under UdA, paid separately.</p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	<p>SAG - (Spanish Language is in the SAG contract). pages 106-109</p> <p>UdA - Stands for Union des Artistes and is the French Language Union in Canada. Head office is in Montreal Quebec. The French Language is not in the SAG contract.</p>

<p>MINORS: page 53-57, 221-227 12 and under can only work 8 hours and absolutely NO overtime. <u>With written consent of the Parent or Guardian</u>, children 13 years to 15 years of age may work a maximum of 2 hours of additional work time on any work day. Such additional work time may not be scheduled in advance. NEW - <u>Minors Appendix Guidelines and Trust Fund.</u></p> <p style="text-align: center;">ACTRA RULE</p>	<p>MINORS: pages 91-95, 102-104 Employment of Minors. Maximum work hours shall not exceed those provided by the laws of the state governing employment and in NO event shall exceed 6 hours for minors under 6 years of age and 8 hours for minors 6 years of age and older.</p> <p style="text-align: center;">SAG RATE</p>
<p>DEALER COMMERCIALS: pages 89-91 Session Fees are separate from use payments. Option of a 13-week use or a 1 year buy-out.</p>	<p>DEALER COMMERCIALS: pages 52-55 Session Fee- can be credited against use. Payments are for 6 months of use and are for commercials aired on non-interconnected stations. Dealer Type A- Independent retail dealers where manufacturer has no substantial interest or control. Dealer Type B- National Manufacturer or Distributor of a product or consumer service which owns local Retail Stores and/or local Service Outlets.</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>OTHER MEDIA - THEATRICAL: pages 92-94 No additional payment is due if currently in cycle. If not currently in cycle, then pay 1-5 units Wild Spot cycle for each 13 weeks of use.</p>	<p>THEATRICAL & INDUSTRIAL EXHIBITION: page 58 Additional 100% when exhibition occurs for 30 consecutive days and an additional 60% for any additional use which occurs beyond the 30 days. Such payment shall cover all uses in a single maximum use period (as defined in Section 30).</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>OTHER FOREIGN: page 120-122 Subject To Maximum Period Of Use - Except for Seasonal Commercials the Maximum period of use is 18 months from the date of 1st use. See Section 18 Article 1814.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>FOREIGN USE: page 27-33, 59-60 Subject to Maximum Period of Use - Maximum period of use is 21 months from the 1st day of employment which is referred to as the first fixed cycle. See Section 30 & 31.</p> <p style="text-align: center;">SAG RATE</p>
<p>EDITING: pages 100-104 Some areas are similar to SAG but must refer to full text of SAG for correct interpretation, but ACTRA Rule re Maximum use period. See Section 18 Article 1814.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>EDITING: page 22-26 A few areas are similar to ACTRA, but must refer to full text for correct interpretation.</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>INTEGRATING FOOTAGE FROM ONE COMMERCIAL INTO A NEW COMMERCIAL: pages 100-101 Must get written permission from the performer, then pay a new Session Fee as negotiated plus Residual Fees if Applicable.</p> <p style="text-align: center;">ACTRA RULE</p>	<p>INTEGRATING: page 21-22 Must pay applicable scale of \$535.00 plus Use payments in the new 13-week cycle. The new commercial(s) is subject to the Holding Fee provisions of Section 31. Same maximum use period as original commercial unless otherwise negotiated.</p> <p style="text-align: center;">SAG RATE</p>

<p>SPECIALTY & CABLE TV USE: pages 94 Cable use only-pay Principal/On-Camera Session Fee of \$597.00/\$609.00/\$621.00. Cannot credit against use. Pay Residual @ 1-5 Units Table "A" Wild Spot Rate for the 1st Specialty Channel and 1 Unit for each additional Specialty Channel. Refer to Agreement Article 1819 if commercial is also used on conventional Television.</p>	<p>CABLE: pages 48-51 On-Camera Principal Minimum payment of \$535.00 and Maximum payment of \$2,581.00. Can credit Session Fee against use if used on local cable only. Holding Fees may not be credited</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>PUBLIC SERVICE ANNOUNCEMENT: page 31 Union consent, verbal request to declare a PSA followed by written confirmation. If all production cost and air time is donated then no fees are paid with consent of the Performers. If production costs are not donated, then a Session Fee is paid. If air time is donated or partially donated, then the Residual fees may be waived.</p> <p>ACTRA RATE-(9 Hour Session Fee On 1st Day Only) (SAG 8 Hour work day & Session Fee on all other days) (Children under 16 - All days are 8 Hours)</p>	<p>PUBLIC SERVICE ANNOUNCEMENT: page 12-13 Union consent. Pay minimum Session/Holding Fee with one year of unlimited national use beginning not later than 15 working days after first delivery of Public Service Announcement (PSA) to TV stations or 13 weeks after commencement of maximum use period whichever first occurs. Additional one-year use can be granted by written permission of Performers and Union.</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>JOINT ADVERTISING PROMOTIONS: page 14, 48 Where a commercial (other than a Short Life Commercial) is a Joint Promotion by more than one Advertiser and features or highlights more than one product or services to a maximum of 3, each Performer in such commercial shall be paid a 50% step up fee based upon Performers negotiated Session and Residual Fees.</p>	<p>JOINT PROMOTIONS: page 16 Where two Advertisers have financial participation in one commercial which advertises one (or more) product or service, the Producer shall pay 150% of the Session/Holding Fee.</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>INTERNET: Page 95-96 a) Commercials made for <u>Internet use only</u>; Performers must be advised prior to auditioning and shall be paid not less than the minimum Session Fees. Performers in Residual categories shall be paid an additional <u>100%</u> of not less than the minimum Session Fees for <u>365 days</u> from the date that the commercial is made available on the Internet. Performers shall have a product conflict for one year only from the date of production.</p> <p>b) Commercials produced for <u>Broadcast use and used on the Internet</u>; Performers in Residual categories shall be recontracted to permit such use and shall be paid not less than <u>100%</u> of the minimum Session Fees for which payment the Engager shall be entitled to <u>365 days</u> use from the date that the commercial is made available on the Internet. Performers shall have a product conflict only for as long as the commercial is considered to be "active" on TV. When the broadcast commercial is running on TV and the Internet at the same time, then an additional payment of <u>25%</u> of the applicable minimum Session fees has to be added to the broadcast use Residual payment for such additional use for <u>365 days</u> from the date the commercial is made available on the internet.</p> <p style="text-align: center;">ACTRA RULE & RATE (a) above For ACTRA (b) Use SAG Rule & Rate (# 1)</p>	<p>INTERNET: pages 51-52 1) Internet move-over from broadcast): one-year initial term for not less than 300% of the applicable session fee; additional payment for remainder of Maximum Period of Use not less than additional 300% of the applicable session fee. Requires consent of performer.</p> <p>2) Made-For-Internet: Rates subject to individual bargaining with performers; copy of agreement must be filed with the union. No use on broadcast television permitted without consent of performer and payment of not less than the difference between amount previously paid for Internet use and amount payable for move-over (see above).</p> <p style="text-align: center;">SAG RULE AND RATE (1)</p>

<p><u>OTHER CATEGORY FEES</u> VOICE-OVER (VO) Session 4 hrs \$435.50/\$444.00/\$453.00 (Cannot credit Session Fee against use)</p> <p style="text-align: center;">ACTRA RATE (Session Fee 1st day worked) (SAG hours all other days and rates)</p>	<p><u>OTHER CATEGORY FEES</u> OFF-CAMERA (Principal Performer) Session/Holding Fee 2 hrs \$402.25 (Can credit Session Fee against use)</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>DEMONSTRATOR (DEMO) Session 9 hrs \$597.00/\$609.00/\$621.00 (Hand Model) - (Non-Residual Category)</p> <p style="text-align: center;">ACTRA RATE (9 hour Session Fee 1st day worked) (SAG 8 hours all other days and rates)</p>	<p>HAND MODEL (HM) Session 8 hrs \$445.30 (Unlimited use)</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>BACKGROUND PERFORMER (BP) Session 9 hrs \$364.50/\$372.00/\$379.50 (Non-Residual category) ACTRA (9hrs 1st day worked) & RATE - SAG (8 hrs all other days) & RATE</p> <hr/> <p>GROUP BACKGROUND PERFORMER (GBP) Session 9 hrs 1 to 25 - July 1/02 \$244.00 “ 1 to 25 - Sept. 1/02 \$249.00 “ 1 to 25 - July 1/03 \$254.00 See Agreement Article 1202 Rate Grid for GBP over 25 (Non-Residual category) ACTRA Rules & Rates for Group Background does not apply under Article 2404 A or B</p>	<p>EXTRA (E) Session 8 hrs \$291.80 (Unlimited use) **(An Extra Performer who <u>meets all 3 of the Criteria listed below will qualify for an upgrade</u> to an On-Camera Principal Performer)</p> <p style="text-align: center;">SAG RULE</p> <p>For Reference Extra Hourly Rate: \$36.50 Overtime @ Time & a Half \$54.75 Overtime @ Double Time \$73.00</p> <p>Crowd Scenes – Waiver Application to Union Registered Extra’s Requirement - 40</p>
<p>STUNT PERFORMER Session 9 hrs \$597.00/\$609.00/\$621.00 (Cannot credit Session Fee against use)</p> <p>Stunt Performers are paid Residuals based on the SOC Silent-On-Camera category rate) See Section 17, for NEW Guidelines.</p> <p style="text-align: center;">ACTRA RATE-(9 hour Session Fee on 1st day worked) (SAG 8 hour days all other days and rate)</p>	<p>STUNT PERFORMER - (Principal On-Camera) Session/Holding Fee 8 hrs \$535.00 (Can credit Session Fee against use)</p> <p>If a Stunt Performer performs an identifiable stunt which demonstrates or illustrates a product or service or reacts to the on or off-camera narration or message, then use fees are applicable. If the Stunt performance does not qualify under any of the above criteria, then use fees are not applicable.</p> <p style="text-align: center;">SAG RULE AND RATE</p>
<p>STUNT CO-ORDINATOR Session 9 hrs \$795.50/\$811.50/\$827.50 (Non-Residual category) See Section 17, when a Stunt Co-ordinator also does Stunt Performer work.</p> <p style="text-align: center;">ACTRA RULE AND RATE (ACTRA 9 hrs 1st day worked SAG 8 hrs all other days).</p>	<p>STUNT CO-ORDINATOR</p> <p>SAG - Does not have this category in their Contract</p>
<p>*Cannot be recognizable over 15 frames of film footage in the final commercial. (RE: Non-Residual categories)</p>	<p>**All THREE of the following CRITERIA must be met to qualify you for an upgrade from Extra to an On-Camera Principal Performer:</p> <ol style="list-style-type: none"> 1. In the Foreground 2. Identifiable 3. Illustrating the commercial message for the Product or Service or Reacting to On or Off-Camera Narration

<p>INSURANCE & RETIREMENT PLAN CONTRIBUTIONS: pages 130-131 Insurance is 4%; Retirement is 7% = 11% of the Performer's gross fee is payable by the Engager. 4% Deductions from the Performer's gross fee + the 11% Engager Contributions for a total of 15% payable to ACTRA on behalf of each Performer and forwarded to ACTRA at the same time Performers payments are made. Insurance and Retirement is not remitted on per diems and delinquent penalty payments but is remitted on meal penalty payments. Late penalties on Insurance and Retirement Deductions & Contributions will be levied on late remittances of these payments.</p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	<p>PENSION & HEALTH PLAN CONTRIBUTIONS: pages 61-63 Engagers pay 14.30% on the gross for all compensation amounts paid to Performer. Payments are made to the Pension and Health Plan by Producer on behalf of the Performers when each payment to the Performer is made. Pension and Health is not paid on per diems, liquidated damages for late payments, meal penalty payment violations, rest period violations or allowances.</p>
<p>GOOD & SERVICES TAXES 7% GST is payable only to the Performers who have a GST Registration # on their Engagement Contract. The GST based on the Performer's gross fee + 11% Engager Insurance and Retirement contributions (111% x 7% = \$7.77) per \$100.00 fee paid is added to the Performer's Net Fee. <u>GST is not paid on Late Payment Penalties</u></p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	<p>SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT & DISABILITY INSURANCE TAXES: page 63 Session, Holding, Use fees and all other compensation paid to Principal Performers and Extra Performers are subject to the above taxes.</p>
<p>DUES - DEDUCTIONS: page 129 MEMBERS ONLY are subject to 2% DUES deductions based on the gross fee only. Dues deductions are not deducted from per diems and late payment penalties (but are deducted from meal penalties). The Dues deductions are paid at the same time as the Performer is paid and forwarded to ACTRA.</p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	
<p>10% SERVICE FEE DEDUCTIONS: page 129-130 APPRENTICE and NON-MEMBERS only are subject to 10% service fee plus 7% GST on 10% service fee deductions from the gross Residual/Use fees an Dormancy fees only. (On \$100.00, \$10.70 is deducted.</p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	
<p>CONTRACT SERVICE FEE: PAGE 131-132 The Contract Service fee per TV Spot is \$300.00 + GST of 7%=\$21.00 Total \$321.00 payable to ACTRA for every new production of a TV Spot. Produced at the same Session 1 to 3, NO change in CSF rate, 4 to 5 - pay only 3 CSF's, 6 or more - pay only 5 CSF's.</p> <p><u>The total amount of CSF's payable shall be 25% on a Television Commercial and 20% on a Radio Commercial of the Performers' total gross fees, (excluding Insurance and Retirement Engager contributions), or the above amounts whichever is the lesser. In addition CSF's shall NOT be payable on Demo or Test Commercials, Public Service Announcements, Lifts Edits and Tags.</u></p> <p style="text-align: center;">ACTRA RULE AND RATE</p>	