

Original Make for SVoD (Subscription Video on Demand) Platforms

1. Network Engagement Fee (T6)

The minimum Network Engagement Fee for the Series shall be £715 (the “**Minimum Network Engagement Fee**”) plus a production day payment for each subsequent day worked beyond the first day in a seven day period.

Based on the current production day payments of £57 stipulated in the Pact/Equity Agreement, the minimum Artist’s Aggregate Earnings shall be £1,000 for those artists working a 6-day week.

2. Day Players (T8(4)b)

The minimum engagement fee for an Artist engaged for one day only over the duration of production shall be £400.

3. Rights and Additional Use Payments (T23)

3.1. Payment of the Artist’s Aggregate Earnings shall acquire 52 weeks of exploitation on one named subscription video on demand (“**SVOD**”) service, worldwide. The 52 week period shall commence on the worldwide premiere of the applicable episode on an SVOD service (the “**Due Date**”). For the purposes hereof Netflix shall be the nominated SVOD service.

3.2. The Compulsory Nominated Additional Uses pre-purchase shall not apply.

3.3. Producer shall be entitled to acquire the following uses (percentages are based on the Artist’s Aggregate Earnings, subject to a deemed minimum Artist’s Aggregate Earnings of £2,000 per week):

UK and US SVOD (years 2 - 15 inclusive)	50%
ROW SVOD (years 2 - 15 inclusive)	12.5%

Thereafter Producer shall be entitled to clear each further year of SVOD exploitation by payment of the following percentages (based on the Artist’s Aggregate Earnings, subject to a deemed minimum Artist’s Aggregate Earnings of £2,000 per week):

UK and US SVOD - each further year	2%
ROW SVOD - each further year	0.5%

3.4. The deemed minimum Artist’s Aggregate Earnings for the purpose of calculating residual payments pursuant to Clause 3.3 above for Day Players shall be £1,000.

3.5. Producer be entitled to acquire the following uses (percentages are based on the Artist’s Aggregate Earnings):

UK DTO/EST	2%
US DTO/EST	2%

ROW DTO/EST	2%
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Producer shall be entitled to nominate to apply the residual and pay the same to the Artist within 5 years of the Due Date. Payment of the residual shall acquire the relevant rights for 7 years from first exploitation of the Series in the applicable territory by means of DTO/EST exploitation.

- 3.6. Producer shall apply the 17% royalty in respect of all Video/DVD exploitation of the Series provided that where the Artist's Network Engagement Fee is above £3,197 Producer shall be entitled to negotiation with the Artist to apply the residual payments against Video/DVD exploitation.

MINIMUM FEES - Stunt Co-Ordinators and Stunt Performers

The minimum fees payable to Artists engaged on the production pursuant to Paragraph 3 b. and c. of Appendix TI shall be as follows:

	Minimum Daily Fee	Minimum Weekly Fee	Uses acquired for minimum fee
Stunt Co-Ordinator	£595	£2380	Basic Uses (as defined below)
Stunt Performer	£454	£1816	

TOTAL ADDITIONAL USE PAYMENTS

The Producer hereby confirms that it undertakes to pre-purchase a total of 98.5% of Additional Uses as set out below. For the avoidance of doubt, the Compulsory Nominated Additional Uses pre-purchase set out in (T6(3)) of the Equity TV Agreement shall not apply.

PRE-PURCHASED SVOD USE FEES

Notwithstanding Paragraphs 3 and 7 of Appendix TI, payment of the Artist's Aggregate Earnings ("AAE") shall acquire:

(a) 52 weeks of exploitation on one named subscription VOD ("SVOD") service, worldwide. Such 52 week period ("Initial Period") shall commence on the worldwide premiere of the production on an SVOD service (the "Due Date"). For the purposes hereof, the SVOD service currently known as "Netflix" shall be the nominated SVOD service; and

(b) worldwide Non-Theatric rights for seven years from the Due Date, (together (a) and (b) being the "Basic Uses").

Producer shall pre-purchase the following SVOD uses (with such Use Fee Payments being based on the AAE subject to a deemed minimum AAE of £2,000 per week (or £1,000 per week in the case of Artists only engaged for one day over the course of the production ("Day Players"))):

Use	Use Fee Payment
UK and US SVOD for fourteen (14) years commencing on the expiry of the Initial Period	50%

ROW SVOD for fourteen (14) years commencing on the expiry of the Initial Period	12.5%
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OTHER PRE-PURCHASED USE FEES

Producer shall pre-purchase the following Additional Uses (percentages being based on the actual AAE):

UK and US Limited Theatrical Window (as defined below)	30%
UK DTO/EST for seven (7) years from the first exploitation of the production in the UK via any such media	2%
US DTO/EST for seven years (7) from the first exploitation of the production in the US via any such media	2%
ROW DTO/EST for seven (7) years from the first exploitation of the production in the ROW via any such media	2%
UK DTR for a seven (7) year period (the first such period commencing on the first exploitation of the production in the UK via any such media)	1%
US DTR for a seven (7) year period (the first such period commencing on the first exploitation of the production in the US via any such media)	1%
ROW DTR for a seven (7) year period (the first such period commencing on the first exploitation of the production in the ROW via any such media)	1%

PRE-NEGOTIATED USE FEES

At any time in the future Producer shall be entitled to acquire:

(a) additional twelve (12) month periods of SVOD exploitation in the applicable territories on the nominated SVOD service by payment of the following Additional Use Payments (with such Additional Use Payments being based on the AAE subject to a deemed minimum AAE of £2,000 per week (or £1,000 per week in the case of Day Players)):

UK and US SVOD - per 12 month period	2%
ROW SVOD - per 12 month period	0.5%

(b) the following Additional Uses in the applicable territories by payment of the following Additional Use Payments (percentages being based on the actual AAE):

ROW Limited Theatrical Window (as defined below)	15%
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UK DTR for a seven (7) year period (the first such period commencing on the first exploitation of the production in the UK via any such media)	1%
US DTR for a seven (7) year period (the first such period commencing on the first exploitation of the production in the US via any such media)	1%
ROW DTR for a seven (7) year period (the first such period commencing on the first exploitation of the production in the ROW via any such media)	1%

VIDEO/DVD EXPLOITATION

Producer shall apply the royalty provision as set out in Appendix TA (4)(b) of the Equity TV Agreement in respect of all Video/DVD exploitation of the production provided that where the Artist's Daily Fee is above £3,197, Producer shall be entitled to negotiate with the Artist to apply an Additional Use Fee Payment (based on actual AAE) for Video/DVD exploitation.

UK TV EXPLOITATION

If the production is broadcast in the UK on any UK Primary Television Channel (being BBC1, BBC2, ITV1, C4/S4C and Five) the rates as set out in Appendix TI Paragraph 7 (b), (c) and (d) (as amended by (T23)12, if applicable) of the Equity TV Agreement shall apply and the words " first UK Network transmission" in the second line of Paragraph 7 b. shall be deleted and replaced by "Due Date". For all other television sales in the UK, the royalty provision as set out in Appendix TA (4)(b) of the Equity TV Agreement shall apply.

COMPILATION PRODUCTIONS

Paragraph 6 of Appendix TI shall be amended so that payment of the applicable daily fee shall grant the Producer the Basic Uses in lieu of the uses set out therein and any additional uses shall be acquired in accordance with these Special Stipulations or Appendix TA.

ADDITIONAL USE FEES

Save as set out in the Form of Engagement and these Special Stipulations, the Producer agrees that any further Additional Use Payments (including use fees, royalty payments and repeat fees) shall be payable in accordance with Appendix TI of the Equity TV Agreement. Notwithstanding the foregoing, the Artist confirms, in accordance with clause (T5)5, that no Additional Use Payments shall be due in respect of the exhibition of the production in which no part of the Artist's performance appears.

DEFINITIONS

For the purposes of these Special Stipulations and the Equity Form of Engagement:

- (i) "DTR" shall mean download-to-own and electronic-sell-through.
- (ii) "DTR" shall mean download-to-rent.
- (iii) "ROW Limited Theatrical Window" shall mean the right to exploit the production on up to fifteen (15) cinema screens in the Rest of World territory during any

continuous three (3) month period (as determined by the Producer in its sole discretion).

(iv) "**UK and US Limited Theatrical Window**" shall mean the right to exploit the production: (a) on up to fifteen (15) cinema screens in the UK during any continuous three (3) month period (as determined by the Producer in its sole discretion); and (b) on up to fifteen (15) cinema screens in the USA during any continuous three (3) month period (as determined by the Producer in its sole discretion).

(v) "**Video/DVD**" shall mean any form of disc (including a DVD) or magnetic tape that consists of a sequence of visual images with or without sound, capable of being shown as a moving picture on domestic television receivers and for private home use. For the avoidance of doubt, Video/DVD shall not include VOD or DTO/EST or DTR.

(vi) "**VOD**" shall mean video on demand.