

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. Stunt Co-Ordinators and Stunt Performers (Appendix TI)

The minimum fees payable to Artists engaged on the production 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	

4. Rights and Additional Use Payments (T23)

4.1. 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.

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

4.3. 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):

	2- 10 years	15 years
UK and US SVOD (years 2 – 15 inclusive)	40%	50%
ROW SVOD (years 2 – 15 inclusive)	10%	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%

- 4.4. The deemed minimum Artist’s Aggregate Earnings for the purpose of calculating payments pursuant to Clause 4.3 above for Day Players shall be £1,000.
- 4.5. Producer shall 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%

UK DTR	1%
US DTR	1%
ROW DTR	1%

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.

- 4.6. 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.

5. Voice Sessions

These provisions apply to artists solely engaged for out of vision voice over work, but shall not apply to post-synchronisation or dubbing of the artists own part. These provisions shall apply where the artist is required to perform as a character for the purposes of dramatized material and/or voicing-over dramatized sequences.

The Artist shall be engaged by the session, which shall not exceed four hours. The basic session may be extended by up to 30 minutes upon payment to the artist of £25 for each extension of 15 minutes or part thereof.

In respect of each session the artist shall be paid a session fee of not less than £260 which shall entitle the artists performance to be incorporated into one episode, segment or installment of the production.

When material recorded in any one session is used in more than one episode, segment or installment of a production the artist shall be 100% of their session fee for each additional episode, segment or installment of the production into which their performance is incorporated.

Payment of the artists session fee(s) shall acquire 52 weeks of exploitation on one named subscription video on demand (SVoD)service, worldwide.

The Producer shall be entitled to acquire the above uses with the percentages based upon the artists aggregate session fee(s) , subject to a deemed minimum aggregate of £520 per session. The deemed minimum applies only to the SVoD percentages and that the further uses which a producer is entitled to acquire shall be based on *actual* aggregate.

6. Captured Performances

“Capture Services”: facial or bodily movement undertaken by a professional performer in order to be recorded or “captured” in digital form by a device so that the recorded data is then processed to create an altered and/or enhanced image of human forms or non-human forms in a Production.

“Capture Performer”: a professional performer who renders Capture Services.

1. If the Capture Services:
 - (i) are undertaken in response to specific direction to such Capture Performer from the Productions director; **and**
 - (ii) feature the capture of the Capture Performer’s facial expressions and/or the Capture Performer’s facial likeness;

for the use in creating a specific role in the Film that is identified in the Productions screenplay then the Producer shall engage such Capture Performer pursuant to the terms of this Agreement (**“Eligible Performance Capture Services”**).

2. If the Capture Services are not consistent with Eligible Performance Capture Services, the Producer shall not be obliged to engage such Capture Performer pursuant to the terms of this Agreement (**“Non-Eligible Motion Capture Services”**). Examples of Non-Eligible Motion Capture Services include, but are not limited to, instances when motion data is recorded for reference or composite purposes or when data of a static model is recorded (a.k.a. “cyberscanning”).

3. Notwithstanding the terms of Paragraph 2 above, in the event that the Capture Performer renders Non-Eligible Motion Capture Services that feature the Capture Performer’s unique, specialized physical motion and such Capture Services are as a result of material specific direction to the Capture Performer by the Productions director then the Producer will give good faith consideration, on a case-by-case basis, but without obligation, to engaging such Capture Performer pursuant to this Agreement taking into account the extent and nature of such Capture Services.

4. If otherwise engaged as an Artist/Stunt Performer for the period of Eligible Performance Capture Services, no separate Capture Services engagement is required.

7. UK TV exploitation

If the Series (or any episode thereof) is subsequently broadcast in the UK on any of BBC1, BBC2, ITV1, C4/S4C and Five the percentages as set out in Appendix TA (1) (as amended by (T23)12) if applicable) of the Pact/Equity Agreement shall apply. For all other sales in the UK the royalty provision as set out in Appendix TA (4)(b) shall apply.

8. Miscellaneous

The parties hereto confirm and agree that, other than as specifically amended herein, all the terms and conditions of the Pact/Equity Agreement shall remain in full force and effect with respect to the Series.