

APPENDIX A

Clauses that the parties have agreed on.

2.1.62

Silent performer

A person who participates in a commercial without being heard, but whose performance is directly related to its advertising content and the product or service advertised, subject to 2-1.01c).

3-2.02.6

Be a person who gives a testimonial, verbally or otherwise, concerning the product, service or business featured in the commercial or is identified as a consumer of the product or service; the person must be clearly and truly identified, with the exception of radio. In this case, for each commercial, the producer shall use the services of one member of the Union paid at the rate of a principal performer;

3-2.02.7

Par. 1

Be a person who gives a testimonial as an employee of the advertiser and whose testimonial relates to his/her employer or to the quality of the products or services offered by his/her employer. In this case, for each commercial, the producer must use the services of at least one (1) member of the Union paid at the rate of a principal performer.

Par. 3

In all testimonials of consumers, executives or employees, these persons must be clearly and truly identified, with the exception of radio, and the producer shall not be required to have them sign a contract. **The producer will not be required to pay for permits for executives.**

3-2.02.8

Be an employee of the advertiser performing his/her real duties and receiving no direction about acting or expression, although he/she may receive direction about technical aspects (movement, lighting, etc.). The advertiser shall send a letter to the Union certifying that all of the persons included in this request are his employees.

4-1.16

A producer may assign his rights to a commercial only after he has delivered to the Union a clear and explicit adherence by the transferee to the conditions of this Agreement using the "Assignment of Rights" form attached hereto as Appendix F.

5-1.01

The Union and the Joint Producers will make lists of their members accessible to each other on their respective websites.

5-1.03

At the Union's request, the producer shall be obliged to send it a recording of any commercial for verification purposes or make the recording accessible on the website, duly identified by its title and recording or broadcast date.

5-2.02 a) and e)

- a) Within twenty (20) days of the recording of a commercial or the start of a new cycle, the producer shall send the Union a declaration of use according to the form provided in the Appendix, with all payments pertaining thereto, including the payment to the Caisse de sécurité des artistes (article. 5-2.03) and copies of the contracts in the case of a new commercial;
- e) Any fee payment intended for a performer must be accompanied by the number of the contract associated with it and all information needed for understanding it (e.g. Union membership number, advertiser, position held, circuits and use, cycle date if known, gross fee, any negotiated rate increase, deductions, contributions, taxes, net fee, any compensation for delayed payment, description of any unscheduled hours).

5-3.13

In November 2015 the Union created a fund for performers under the age of 18 (hereinafter referred to as "child performers") who are active members or interns of the Union, hereinafter referred to as "the Fund," which is managed by the Caisse de sécurité des artistes, hereinafter "the CSA."

Special terms for fee payment.

The producer undertakes to deduct the equivalent of twenty-five per cent (25%) of each child performer's fee and deposit it in the special Fund.

The producer will send that deducted amount to the CSA on behalf of the child performer, using the Declaration of Use of Commercials form (see Appendix B), in compliance with the provisions of article 5-2.00 (Payments and extension payments) of the Collective Agreement.

The producer must clearly enter on the child performer's cheque stub the amount that was deducted from the child performer's fee to be deposited in the Fund on that child's behalf.

The Union acknowledges that the producer's only obligations under this article are to deduct the said percentage from the child performer's fee and send it to the CSA as stipulated. Such sending to the CSA of the payment representing the twenty-five per cent (25%) deducted from the child performer's fee will be the equivalent of the CSA assuming, via the Fund, all claims the said performer could have for payment of the amounts due when he/she reaches the age of majority.

As soon as the child performer turns eighteen (18), all of the money held in the Fund on his/her behalf will be given to him/her.

6-1.01

Engagement

- a) When the producer announces the holding of an audition or a shoot, the notice of audition form (breakdown) he uses must contain at least the following information:
 - Requirements, desired characteristics;
 - Description of the commercial, provided in confidence;
 - Advertiser;

- Type of product or service advertised;
 - Products or services considered to be competing products or services;
 - Scheduled shooting dates;
 - Director's name.
- b) The producer must clearly mark the products that are considered to be competing on the notice of audition (breakdown). He will be bound by that list, and cannot add any products at the time of the audition.
- c) He may indicate other selection criteria as precisely as possible (e.g. character types, program types, etc.).

6-1.01.1

- a) The producer must make sure that when the performer arrives at the audition, he/she can consult a copy of the audition notice (breakdown), posted where it can be seen and read easily, confirming that the engagement criteria and conditions outlined therein remain unchanged..
- b) If the dates or selection criteria in the audition notice were changed after it was sent out, the producer must inform everyone who received it no less than twenty-four (24) hours before the audition.
- c) At the audition the producer will use the Appendix H form as the "Casting sheet"

6-1.01.2

If the producer gives the performer acting directions, they are to be in French; if they are not, the producer must be sure to give the performer the corresponding information in French.

6-1.08

It is the producer's responsibility to have the performer sign section I of the contract before the recording session and section II after it. The producer is responsible for filling in both parts with the required information before the performer signs them.

The contract is to be drawn up in three copies: the producer sends one to the Union with his payments, keeps one and gives the third one to the performer.

The information contained in section II of the contract is deemed to be true if neither of the parties disputes it within five (5) business days of signing the contract. Should an item be disputed by mail, the postmark will be evidence of the date such dispute was initiated. Disputes must be in writing and sent to one of the parties; if disputed by the performer, he/she also must also send a copy to the Union.

7-1.02

The producer emails a notice of activity (see Appendix G) to the Union as soon as possible, but definitely before shooting starts, providing the following information:

- a) the date, time, and location(s) of shooting;
- b) the name of the agency and advertiser;

- c) the name of the product;
- d) the number of roles cast;
- e) the names of the principal performers.

7-7.01 (Add the following paragraph to the existing article:)

If the call is to a location within a forty-kilometre (40 km) radius from the downtown area where the performer’s regional branch of the Union is located, performers who use public transit (métro, bus or train) and finish their recording days too late to catch the last transit home and wish to take advantage of the provisions below must notify the producer before the end of the recording day. In such cases, the producer must find a safe way for the performer to return home, either having him/her driven by another person on the premises, driving him/her himself or paying for a taxi. The trip home cannot exceed a forty-kilometre (40 km) radius from the downtown area where the performer’s regional branch of the Union is located.

9-1.18 [amendment to the last paragraph of the article for the sole purpose of adding the use of a standard form]

...For the purposes of applying this article, the producer asks all candidates to fill out a time sheet (**attached hereto as Appendix D**) including the following information: [the rest of the paragraph stays the same]

9-12.01

A commercial broadcast in public halls and/or on closed circuit and/or on DVD or another physical medium shall be paid at the local spot commercial rate, except for commercials aired in movie theatres or on airplanes, which shall be paid at the intermediate spot commercial rate. However, a commercial in a radio or television cycle may be broadcast on airplanes and/or on closed circuit at no additional fee.

The cycles for a commercial on DVD or another physical medium shall be paid on the basis of the period in use, i.e. as long as the DVD or other physical medium containing the commercial is marketed. The annual rate shall be three (3) times the price of the cycle.

9-14.01

The per diem accommodation rates shall be:

Accommodation and meals	\$275
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to cover all personal expenses incurred when the performer stays in a hotel or motel as authorized by the producer; this payment shall be made to the performer before his/her departure.

If the producer pays for the performer’s lodgings, the meal allowance shall be:

Meals only	\$113
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broken down as follows:

Breakfast	\$23
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Lunch	<u>\$35</u>
Supper	<u>\$55</u>

No per diem accommodation expenses (except for travel time) shall be paid if the producer pays for the performer's lodgings and meals.

When meal allowances are paid, they apply as follows:

1. If the performer is called, travels or works between 7 a.m. and 9 a.m. the producer pays for breakfast.
2. If the performer is called, travels or works between 11:30 a.m. and 1:30 p.m. the producer pays for lunch.
3. If the artist is called, travels or works between 5:30 p.m. and 7:30 p.m. the producer pays for supper.

If it is impossible for a performer to find lodging and meals for the fees listed above, he/she must notify the producer, who may then either authorize overruns or find lodging and meals himself.

New article 8 of Appendix C

The producer is responsible for the commercials it produces and the use of which on the Internet and the New Media is under its control, even if is free (e.g. YouTube or the advertiser's Facebook page). By way of example, a television or radio commercial that is specifically put online on YouTube by the producer or the advertiser will be one for which the producer is responsible, while a commercial or part of a commercial put online by a third person or any other Internet user will not..

Upon request by the performer or the Union, the producer will demand that the owner of the site where such unauthorized use takes place remove the commercial immediately.

Article 3.7 of Appendix C - PORTFOLIO

The producer or the performer may use a television/radio commercial, an extract from one or a montage in closed circuit or on the Internet free of charge in order to illustrate their accomplishments and demonstrate their knowhow, or seek engagements, on the following conditions:

- a) they must have received authorization for such use on the Union contract;
- b) the portfolio section must be located on an Internet site belonging to them or under their control; however, the commercials, extracts or montages may be hosted on sites such as YouTube, Vimeo, etc., provided they have non-public status;
- c) the portfolio section of the Internet site must only be accessible at the end of a procedure initiated voluntarily by the Internet user;
- d) they must do everything in their power to make the television/radio commercial, extract or montage non-downloadable, and must insert a condition on the Internet site to the effect that it is not to be downloaded;

- e) they must not use the portfolio section of the Internet for advertising purposes or any other purpose other than the one described in this article.

The producer may also use a television or radio commercial, an extract from one or a montage in closed circuit or on the Internet free of charge in order to illustrate its accomplishments and demonstrate its knowhow, or search for engagements, especially on the following industry Internet sites: a2c.quebec, Ads of the world, I believe in advertising, I have an idea. It can also do so on a site that will be posted online after this agreement comes into effect, providing it is the same kind of site.

The performer may do the same, particularly on the Union's online directory (secure area), his/her agent's website and www.imdb.com .The performer may also do so on a site that will be posted online after this agreement comes into effect, providing it is the same kind of site.

Article 3.9 of Appendix C – THE ADVERTISER'S WEBSITE

A commercial originally produced for television or radio under the jurisdiction of the UDA may, while in a radio or television cycle, be posted online free of charge on the advertiser's website provided that the advertiser does not invite Internet users to download it and takes all measures possible to make it non-downloadable, that this commercial is not used in forced viewing, and that it is accessible only at the end of a procedure initiated by the Internet user and not through a hyperlink or a cross-plug of any type whatsoever.

Article 3.10 of Appendix C – ARCHIVING

An advertiser who has had a commercial produced for television or radio may post it online on its own website for archiving purposes, at no additional fee, on the following conditions:

- the commercial is posted online on a single page;
- the commercial is posted online on only one (1) of the advertiser's websites that are under its control;
- the commercial thus posted online is used for archiving purposes only and is marked "For reference purposes";
- the advertiser does not invite Internet users to download it and takes all measures possible to make it non-downloadable.

11-1.01

(Add this sentence under the table)

The fees for radio commercials also apply to commercials intended exclusively for movie theatres.

11-1.06

A commercial made for a charitable organization may be exempted from the service fees outlined in this section if both parties consent thereto by email. The request must be sent to the Joint Producers.