

Telemundo Television Studios, LLC
and
Screen Actors Guild–American Federation of Television and Radio Artists

July 11, 2018

This agreement ("Agreement") is made by and between Telemundo Television Studios, LLC (the "Company") and Screen Actors Guild–American Federation of Television and Radio Artists (the "Union").

1. SCOPE

All "elenco estelar" (main cast actors), including "protagonistas" (protagonists), "antagonistas" (antagonists), and "principales" (supporting actors), guest stars, "figurantes" (day players), singers, dancers and stunt persons on scripted dramatic programming produced in the United States (collectively, "Performers"), *excluding* all other employees, background performers (extras), stunt coordinators, puppeteers, airline pilots, guards, and supervisors.

2. DUES CHECKOFF

Upon receipt by the Company of a Voluntary Checkoff Authorization ("VCA"), dated and executed by a bargaining unit Performer, the Company shall deduct, or shall cause to be deducted, from the wages payable to the Performer each payroll period an amount certified by the Union as the amount owed by the Performer to the Union (which may include initiation fees, assessments, dues, etc.). The Company shall continue to deduct this amount, and only this amount, from a Performer's wages for the duration of the period specified in the VCA, unless and until the Performer revokes his or her checkoff authorization in accordance with the terms of the VCA. The Company shall forward or shall cause to be forwarded such deducted wages to the Union. In the event of a dispute between the Union and a Performer regarding the amount of deducted wages, neither the Union nor the Performer shall have a claim or grievance against the Company for having deducted amount(s) certified by the Union.

3. UNION ACCESS

A. Union representatives shall be permitted reasonable access to locations where Performers are providing services, at times when Performers are providing such services, for the purpose of administering this Agreement. The Union shall give the Company reasonable advance notice (recognizing that exigencies may affect what constitutes reasonable notice) of any request for access. During any visit, which shall be coordinated with a management representative, Union representatives shall conduct their business in such a manner as to avoid any interference with the operations of the Company or the work in which the Performers or others are engaged.

B. Within thirty (30) days of the ratification of this Agreement, the Company will provide the Union with a list of all Performers currently employed by the Company, along with a phone number and/or email address of each Performer.

C. On a monthly basis, the Company shall report to the Union, in writing, the name, first date of employment, phone number, and email address of each new employee employed during the monthly reporting period; provided, however, that employees hired five (5) or fewer days prior to the submission of the monthly report may be included on the subsequent month's report, and further provided that the Company shall respond to reasonable requests for such information between monthly reports if made during the sixty (60) day period following the commencement of a continuing dramatic production.

4. MINIMUM COMPENSATION; COMMISSIONS

For scripted dramatic productions commencing after the effective date of this Agreement, the following compensation minimums, terms, and conditions shall apply, provided that Exhibit "A" attached hereto sets forth compensation through July 21, 2021:

A. Day Player Performers' minimum daily compensation shall be \$183, exclusive of any agency or management commission. Where a Day Player is placed for employment and represented by a licensed talent agent or manager, the Company shall directly pay to such talent agent/manager the Performer's commission, not to exceed ten percent (10%) of such Day Player's compensation for covered services.

B. Guest Star Performers' minimum daily compensation shall be \$285, exclusive of any agency or management commission. Where a Guest Star is represented by a licensed talent agent or manager, the Company shall directly pay to such talent agent/manager the Performer's commission, not to exceed ten percent (10%) of each Guest Star's compensation for covered services.

C. Stunt Performers' minimum daily compensation shall be \$460.

D. Main Cast Performers employed on a continuing scripted dramatic production shall be employed for a minimum of one month at a minimum monthly compensation of \$4,076. Where a Main Cast Performer is employed in connection with a scripted dramatic production in excess of one month, minimum monthly compensation may be pro-rated to reflect the duration of actual employment, such proration to be based on the number of business days in a particular month. Where a Main Cast Performer is employed in connection with a scripted dramatic production other than a continuing scripted dramatic production (including pilots), such Performer shall receive no less than the Guest Star Performer minimum daily compensation.

E. A Performer who has been engaged as a Day Player for nine (9) call days in connection with a single continuing scripted dramatic production shall, in connection with any

additional call days for the same continuing scripted dramatic production, thereafter be upgraded to a rate that is no less than twenty percent (20%) below the then-applicable minimum daily compensation for a Guest Star; provided, however, that effective the last day of the term hereof, any such Performer shall be upgraded to a rate equal to the minimum daily compensation for a Guest Star. Nothing in this paragraph shall be interpreted to limit the Company's discretion to determine how to classify Performer roles, which shall be subject only to the limitation above.

F. Nothing shall prohibit the Company and a Performer from agreeing to compensation in excess of the minimums specified herein, which are not intended to be *de facto* maximums. Except as otherwise provided herein (*i.e.* Articles 13 (Rest Periods), 14 (Holidays), and 16 (*Per Diem* on Location), if the compensation of a Performer is above such minimums, the Company shall be entitled to credit, offset and apply oversscale compensation against any other fees or payments that may become due to the Performer, provided that crediting for Day Players, Guest Stars, and Stunt Performers shall only be on oversscale compensation in excess of 115% of the minimums.

G. The foregoing minimum rates shall be increased in subsequent contract years (on each anniversary of the effective date of this Agreement) as reflected in the attached Exhibit A.

5. BENEFITS

Company shall make contributions to the SAG-AFTRA Health Plan and the SAG- Producers Pension Plan for the benefit of Performers at the rate of 11% (7.95% to the SAG-AFTRA Health Plan and 3.05% to the SAG Producers Pension Plan) of all earnings (including, but not limited to, residual payments and hold fees); provided, however, that in no event shall: (a) contributions be due on covered compensation in excess of \$11,500 per month; (b) contributions be due on "hold fees" (payable to Performers to secure exclusivity for future covered service) in excess of \$3,000 per month, and such contributions shall be creditable, applied, and offset against contributions for covered services that are performed within the same calendar quarter; and (c) contributions be due on more than 90% of Performers' compensation for covered services on dramatic pilots.

6. COMPENSATION FOR REUSE

A. Foreign

In connection with scripted dramatic productions initially commencing on or after the effective date of this Agreement, and in consideration of all reuse of such productions in foreign markets, the Company shall pay to Performers additional compensation in the amount of 0.54% of the Company's gross receipts derived from licensing in foreign markets.

B. Domestic

In connection with scripted dramatic productions initially commencing on or after the effective date of this Agreement, and in consideration of the licensing of such productions to Subscription Video-On-Demand ("SVOD") platforms (other than foreign SVOD licenses that are attendant to licenses in other foreign market platforms), the Company shall pay to Performers 1.08% of the Company's gross receipts derived from licensing to SVOD, and 0.54% of the gross receipts derived from licensing to other domestic platforms; provided, however, that such payments shall not be due for: (i) exhibitions on Telemundo; and (ii) exploitation by Telemundo and affiliated entities, *i.e.* any entity that is at least 50% owned or controlled by (a) Telemundo or (b) an entity that directly or indirectly owns or controls Telemundo.

C. Payment of the above percentages of the Company's gross receipts shall be made only where (i) revenue is actually received by the Company for such licensing, or (ii) the Company receives a thing of value in consideration for the licensing of scripted dramatic production, *e.g.*, bartered exchange of programming with a third party. Except as expressly provided in the foregoing subpart (ii), there shall be no imputed license fee for such distribution.

D. Any payments due under this paragraph shall be paid once annually, regardless of the amount of such payment.

E. Company may freely credit and apply overscale compensation against residuals, provided that overscale may be credited and applied against no more than: (i) 50% of any residuals payment to a Day Player, Guest Star, or Stunt Performer on overscale compensation in excess of 115% of the minimums; and (ii) 70% of any residuals payment to a Main Cast Performer. For the avoidance of doubt, Company shall not credit overscale compensation earned by a Performer on a scripted dramatic production against residual payments due for the reuse of a different scripted dramatic production (*i.e.*, there shall be no crediting of overscale across productions).

F. The following distribution formula shall apply to the payment of residuals under this Article 6: Any Main Cast Performer whose performance is used in an episode of a scripted dramatic production shall be assigned five (5) units; any Guest Star Performer whose performance is used in an episode of a scripted dramatic production shall be assigned two (2) units; and any Stunt Performer or Day Player Performer whose performance is used in an episode of a scripted dramatic production shall be assigned one (1) unit. The total sums payable pursuant to Articles 6.A and 6.B of this Agreement shall be allocated to each Performer as a percentage, rounded to the nearest hundredth of one percent, of the total, determined by dividing the Performer's total units for the scripted dramatic production by the sum of all Performers' units for all episodes of the scripted dramatic production. By way of example, if a Performer's performance as a Guest Star is used in five episodes of a scripted dramatic production, the

Performer is entitled to 10 units. If all Performers' units combined total 700 units, the Performer is entitled to 10/700 of the total residuals pool, or 1.43%.

7. GRIEVANCE AND ARBITRATION

A. Any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" or "grievances") between the parties hereto or, except as required by Article 8, between a performer covered by this Agreement and the Company, arising during the term of this Agreement with respect to: (i) the provisions of this Agreement or its interpretation or any alleged breach thereof, or (ii) except as limited by Article 8 hereof, any contract or engagement between a Performer and the Company for services covered under this Agreement (in which case, such Performer shall also be a party to the grievance), shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

B. All grievances must be initiated by the Company or the Union (whether or not on behalf of a Performer) and presented by the grieving party to the non-grieving party in writing, specifying the nature of the claim and the applicable contract provision(s) or the provision(s) of the Performer's personal services agreement, if any, allegedly violated, no later than sixty (60) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. Each party shall designate a person to whom grievances shall be directed. The Company and the Union shall meet within ten (10) calendar days of receipt of the written grievance in an attempt to resolve the grievance.

C. If the grievance is not resolved, the grieving party may, within thirty (30) calendar days following the grievance meeting (or, if the parties fail to meet as prescribed above, within forty-five (45) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected on a rotating basis from a panel of the following three arbitrators: Richard Adelman, Ralph Berger and Howard Edelman. Aside from arbitrator selection, arbitrations shall be in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision. No award in any such arbitration shall be retroactive to a date more than thirty (30) calendar days prior to the date when the grievance was presented; provided, however, that awards for unpaid residual payments may be retroactive to a date no more than one (1) year prior to the date when the grievance was presented.

D. The determination of the arbitrator shall be final and binding upon the Company, the Union, and, if applicable, the affected Performer(s); and the costs of the arbitration (e.g., arbitrator's fee, filing fees) shall be borne equally by the Company and the Union, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.

E. A failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be; provided, however, that all time limits shall be subject to extension, but only by mutual written agreement. Except as otherwise provided in Articles 8 (Non-Discrimination), 11 (Meals), 15 (Dressing Facilities), 18 (Safety), and 19 (Individual Performer Contracts) arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law.

F. The Union agrees and acknowledges that it is unaware of any Company employment policy or practice in effect as of the commencement of the term hereof that violates this Agreement, and the Union shall not grieve or otherwise object to any such current policy or practice of which it is aware.

G. As an exception to the foregoing, statutory employment-related claims shall be resolved through the Company's mandatory dispute resolution program as the sole process for resolution of such claims between a Performer and the Company, as provided in Article 8. Accordingly, the Union may not submit such statutory employment-related claims to grievance or arbitration hereunder.

H. For the avoidance of doubt, matters identified herein over which the parties agree to meet to address shall not be subject to grievance and arbitration.

8. NON-DISCRIMINATION AND OTHER STATUTORY CLAIMS

Company agrees not to discriminate against any Performer because of race, creed, color, national origin, sex, age, sexual orientation, gender identity or disability, in accordance with applicable state and federal law, including, but not limited to, the Age Discrimination in Employment Act of 1967 (as amended), Title VII of the Civil Rights Act of 1964 (as amended), Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act of 1990, the Uniformed Services Employment and Reemployment Rights Act, or any other federal, state or local laws, rules, or regulations prohibiting similar conduct. In accordance with this policy, and as provided by the SAG-AFTRA National Code of Fair Practice for Network Television Broadcasting, the Company shall cast performers belonging to all groups in all types of roles, including continuing roles, having due regard for the requirements of and suitability for the role. If there are frequent problems concerning this provision, the parties shall meet to address such problems.

A Performer who wishes to assert a claim that the Company violated the Non-Discrimination provisions of this Agreement, the Fair Labor Standards Act (or any similar state law), or the Family and Medical Leave Act (or any similar state law), must do so under the terms and conditions of the Company's mandatory alternative dispute resolution program (currently called "Solutions"). Solutions shall provide the sole and exclusive procedure for the resolution of

any such claim, and neither the Union nor any Performer may file an action or complaint in court on any claim that arises under Article 7 (Grievance and Arbitrations), having expressly waived the right to do so. The Union shall be entitled, at its request, to participate in any proceedings initiated under this Article. Nothing in this Agreement or in the Company's mandatory dispute resolution program will prevent an aggrieved Performer from filing a complaint with the U.S. Equal Employment Opportunity Commission or other federal, state or municipal governmental agency with jurisdiction to entertain such a claim.

9. NO-STRIKE/NO-LOCKOUT

During the term of the Agreement, neither the Union, nor any of its agents or representatives, nor any Performer(s), shall, with respect to the Company, directly or indirectly, cause, approve, threaten, or engage in any strike, picketing, sympathy strike, unfair labor practice strike, failure or refusal to provide services, slowdown, or refusal to cross a picket line or any boycott or any other intentional interference in the conduct of the business of the Company for any reason whatsoever. During the term of this Agreement, the Company shall not lock out any Performers with respect to any operations covered by this Agreement. The Union shall take reasonable affirmative steps to assure that Performers comply with this provision.

10. MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the Union having become the collective bargaining representative of the Performers.

The rights which shall remain within the sole and exclusive control of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of Performers, productions, and operations required; to assign work to such Performers in accordance with the requirements determined by the Company; to establish and change work schedules and assignments; to transfer and promote Performers, or to layoff, suspend, or terminate Performers at any time and for any reason; to make and enforce reasonable rules for Performer conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; to determine the number, location, and scheduling of Company

production; and otherwise to take such measures as the Company may determine to be necessary or appropriate for Company operations.

Nothing in this Agreement or otherwise shall limit the ability of the Company or Telemundo Network Group to acquire, license, commission, or exhibit content from entities other than the Company, which content shall not be subject to the terms of this Agreement.

11. MEALS

Reasonable meal periods, which shall not be considered work time, shall be provided generally within six (6) hours of initial call. If there are frequent problems concerning meal periods, the parties shall meet to address such problems.

12. OVERTIME

Guest stars and day players shall receive the minimum straight time for hours worked in excess of ten (10) hours in a day, such payment to be computed in quarter-hour increments. Such daily overtime compensation shall be creditable against weekly overtime compensation, if any, that may be payable under applicable federal and state law.

13. REST BETWEEN DAYS

There shall be a rest period of ten (10) hours between dismissal from call and the following initial call. When a Performer does not receive a 10-hour rest period, such Performer shall receive \$20 per hour for the hours between the time he or she is required to and does report and the end of such 10-hour period, such payment to be computed in quarter-hour increments and not to be credited against overscale compensation.

14. HOLIDAYS

Performers who are required to work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall receive additional compensation in the amount of \$65 (in addition to the Performer's regular rate of pay and not to be credited against overscale compensation) for each such worked holiday; provided, however, that the "money break" for purposes of this paragraph shall be \$1,000 per day (i.e., the total compensation to a Performer per day, inclusive of holiday pay, shall not exceed such amount).

15. DRESSING FACILITIES

The Company shall provide dressing facilities to Performers whenever practicable. If there are frequent problems concerning dressing facilities, the parties shall meet to address such problems.

16. PER DIEM ON LOCATION

Performers shall be entitled to a basic *per diem* allowance for meals on overnight locations of \$60 per production day (not to be credited against overscale compensation), subject to deduction of \$12 for breakfast, \$18 for lunch, and \$30 for dinner when the Company furnishes any such meal.

17. EMPLOYMENT OF MINORS

Except as otherwise required by applicable law, the employment of minors shall be governed by Florida law governing the employment of minors in the entertainment industry, provided, however, that a parent or guardian must be present at all times while a minor age 14 years old or younger is working and provided further that the parent or guardian shall have the right, subject to filming requirements and to the extent reasonably practicable, to be within sight and sound of the minor.

18. SAFETY

A. Performers shall, to the extent reasonably practicable, not be placed in circumstances hazardous or dangerous to Performers. If there are frequent problems concerning safety, the parties shall meet to address such problems.

B. When the Company requires stunts or stunt-related activity of a Performer, an individual (who may be the Performer) qualified by training and/or experience in the planning, setting up and/or performance of the type of stunt involved shall be present on the set. The foregoing provisions of this paragraph shall not apply to a stunt performer who both plans and performs a stunt which does not involve other performers. Written consent from a parent or guardian of a minor must be obtained where a minor is required to perform a stunt.

19. INDIVIDUAL PERFORMER CONTRACTS

The Company shall endeavor to furnish individual contracts to Performers not later than the first day of each Performer's employment. If SAG-AFTRA has a *bona fide* need for a Performer's individual contract relating to a potential grievance, Company shall provide a copy of such contract upon request. If there are frequent problems concerning this provision, the parties shall meet to address such problems.

20. CANCELLED INDIVIDUAL ENGAGEMENTS

Except in the event of circumstances over which the Company has no control, payment is due for cancellation of Day Players or Guest Stars if the Performer is not notified by 6 pm of the

preceding day; provided, however, that where the engagement is rescheduled, such payment shall be at 50% of the Performer's contracted daily rate.

21. EXCERPT REUSE

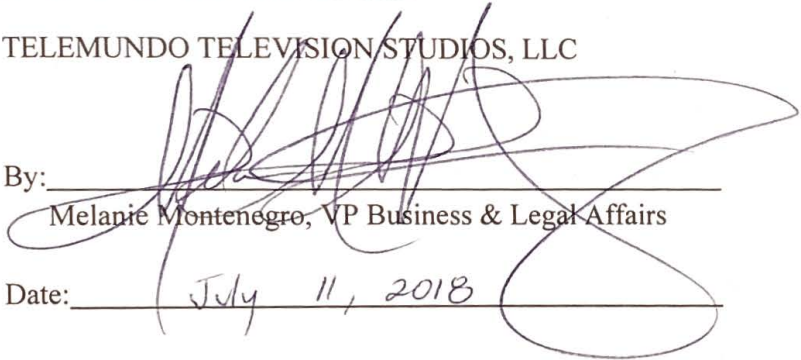
Company shall have the unrestricted right to use excerpts of Performers' performances, including, without limitation, the right to use excerpts: (a) in a different episode of the same continuing scripted dramatic production; (b) as recaps, whether in the same or a subsequent continuing scripted dramatic production; and (c) to promote: (i) the continuing scripted dramatic production from which such excerpts are taken; (ii) a different series or program produced by Company or for Telemundo; and (iii) Telemundo and its affiliates (and, for the avoidance of doubt, such promotional use rights shall include the right to use excerpts in "after shows" relating to a continuing scripted dramatic production). Except as provided above, if an excerpt from a program is used in another program in which the Performer is not employed, the Company shall negotiate with the Performer for use of the excerpt, which negotiation may be contained in the individual Performer's contract.

22. TERM

The term of this Agreement shall be three (3) years commencing from the date of ratification, which is expected to be on or about July 21, 2018.

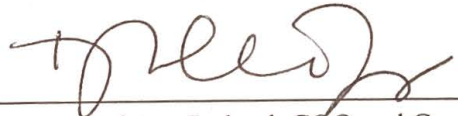
AGREED TO AND ACCEPTED:

TELEMUNDO TELEVISION STUDIOS, LLC

By: 
Melanie Montenegro, VP Business & Legal Affairs

Date: July 11, 2018

SCREEN ACTORS GUILD-AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS

By: 
Duncan Crabtree-Ireland, COO and General Counsel

Date: July 11, 2018

EXHIBIT A

	<u>Minimum Compensation</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Day Players (day rate)*	\$183	\$186	\$190
Guest Stars (day rate)^	\$285	\$290	\$296
Main Cast (monthly rate)	\$4,076	\$4,147	\$4,233
Stunt Performers (day rate)	\$460	\$465	\$470

* Day Players' rate inclusive of agency fee (where applicable) is \$201.30 in Year 1, \$204.60 in Year 2, and \$209 in Year 3.

^Guest Stars' rate inclusive of agency fee (where applicable) is \$313.50 in Year 1, \$319 in Year 2, and \$325.60 in Year 3.

**Sideletters to Agreement By and Between
Telemundo Television Studios, LLC
and
Screen Actors Guild–American Federation of Television and Radio Artists**

July 11, 2018

Sideletter No. 1:

With respect to Day Player and Guest Star Performers, the parties agree that the Company's payment of agency commissions pursuant to this Agreement shall not exceed 10% of such Performers' contractual wages.

The Company shall include in its standard Performer engagement contract the substance of the foregoing provision. For the avoidance of doubt, in the event that a Day Player or Guest Star Performer is obliged to a talent agent or manager for a commission in excess of 10%, the Company shall not undertake or be responsible for such excess obligation.

Sideletter No. 2:

Where a Main Cast Performer's employment on a continuing scripted dramatic production for a partial month is not continuous (*i.e.*, the Performer is required to work on and be compensated for other than consecutive business days during a partial month's employment), such Performer shall be paid at least the Guest Star minimum daily rate.

Unpublished Sideletter No. 3:

Solely if agreed to by the Company and a Stunt Coordinator, the Company shall: (a) include such Stunt Coordinator in the pool of eligible Performers sharing residual payments in accordance with Article 6 of the Agreement, provided that such Stunt Coordinator shall be assigned one-half (1/2) unit for every day in which he or she is employed to coordinate stunts; and (b) make contributions on behalf of such Stunt Coordinator to benefits plans in accordance with Article 5 of the Agreement.

AGREED TO AND ACCEPTED:

TELEMUNDO TELEVISION STUDIOS, LLC

By: 
Melanie Montenegro, VP Business and Legal Affairs

SCREEN ACTORS GUILD–AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS

By: 
Duncan Crabtree-Ireland, COO and General Counsel

Agreed Upon Bargaining History:

- The Company intends to continue its practice of utilizing internal compensation levels within the categories of Day Players and Guest Stars to delineate between and among performers with greater and lesser experience and prominence, and with due regard for the importance and prominence of particular roles. The Company shall have sole discretion over such compensation levels and employment decisions relating to such levels. The Company will notify the Union if it makes a material change to its compensation levels, and if the Company discloses its written internal compensation levels to a talent agent or manager, the Union may request and receive such information. If there are frequent problems concerning this provision, the parties shall meet to address them. This provision shall not be subject to Article 7 of the Agreement (Grievance and Arbitration).
- The Company will not require Day Player Performers to have talent representation in order to be considered for employment. The Company and casting agencies working on its behalf, if any, will accept submissions directly from such Performers.
- Casting personnel employed by the Company may not work as talent agents or managers for the duration of their employment. In the event that the Union believes there has been a violation of this prohibition, it will notify the Company and the parties will meet to address the matter. In no event will this obligation be subject to Article 7 of the Agreement (Grievance and Arbitration).
- The Company will direct its employees and representatives, if any, who negotiate with Performers not to rely solely upon entry into this Agreement as the sole justification for reducing a Performer's compensation relative to such Performer's previous employment. If there are frequent problems concerning this provision, the parties shall meet to address them. This provision shall not be subject to Article 7 of the Agreement (Grievance and Arbitration).
- Regarding Sideletter No. 2, the requirement to pay Main Cast Performers at least the Guest Star minimum daily rate for non-continuous employment does not apply to pre-production activities other than rehearsals, such as wardrobe fittings, hair and make-up sessions, table readings, camera trials, chemistry tests, EPK shooting, promotions, and training.