

## SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

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### I. Location Recordings (Non-Symphonic)

- (1) The Company shall give notice to the Office of the Federation President and to the Local of the Federation involved prior to making any recording on location during public performance. Location recording work shall be paid for at the rate of one basic session for each day of recording (from noon to the following noon); provided, however, that an additional session payment is required where the same musicians perform as back-up for more than three acts. During any such day, no more than the length of the actual performance shall be recorded. Each session payment shall permit the release of up to 15 minutes of finished product on a phonograph record for each session payment made. The Company shall make additional payments equal to the regular hourly rate of pay for each additional five minutes of recorded music (or fraction thereof) released for sale. Further, if the finished product is released for sale on two or more albums (excluding a double album, a “best-of” or a boxed set), a separate session payment shall be required for each album. However, if the same performance is used on more than one phonograph record, or if the product is released by the same artist, not exceeding the number of minutes of music already paid for, no additional payment shall be required. The Company agrees to send to the Office of the Federation President at the time of first release a copy of every album resulting from any such location recording.

The Company shall list the musical selections recorded at a location session from the tapes delivered to the Company by the producer and shall furnish to the Federation a copy of such list.

When a recording on location is released, the Company shall notify the orchestrators, arrangers and copyists involved in the tunes released in advance of such release so that they may submit their invoices for payment.

- (2) *Audio-Visual Electronic Distribution of a Live Performance:* Where not covered by the Low Budget Location Recording provisions of the agreement, audiovisual recordings produced from public performances intended to be distributed electronically as individual songs are within the scope of this Agreement. For purposes of this section, the term "produced" shall have the same meaning as set forth for Covered Concert DVDs. For the capture of such content, a payment of \$250.00 will be made to each musician (excluding Royalty Artists) whose musical services are embodied in the audiovisual content effective April 3, 2023 (\$257.50 effective February 5, 2024 and \$265.23 effective February 3, 2025). Such payment shall cover the first song released from such public performance and an additional payment of \$125.00 will be made to each musician for each subsequent song released from the same performance effective April 3, 2023, \$128.75 effective February 5, 2024, and \$132.61 effective February 3, 2025. Such payment shall be filed on a B-7 Report Form and all other premiums, benefits and doubling provisions of the SRLA shall apply. Other than as provided above, there shall be no licensing or any additional use of content covered in this provision unless payment is made in accordance with the applicable AFM Agreement.

### J. Concert DVDs

- (1) Concert DVDs produced by the Company on or after February 1, 2007, whether distributed physically or digitally, are within the scope of this Agreement. For the purpose of this provision only, the term “produced” shall include arrangements whereby the Company retains or obtains copyright ownership of, and distribution rights to, the concert DVD (a “Covered Concert DVD”).
- (2) Scale payments shall be made pursuant to SRLA Location Recording provisions (Ex. A.I.I.) for recording or releasing soundtrack used in a Covered Concert DVD (whether released with

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or without video component in physical or digital format). In the event a Covered Concert DVD is released, a payment of \$61.78 effective April 3, 2023 , \$63.63 effective February 5 2024, and \$65.54 effective February 3 2025, will be made to all musicians (excluding Royalty Artists) whose musical services are embodied on the sound track for each 15 minutes of music (or portion thereof) released with video component to a maximum of five 15 minute segments per musician, plus pension and one Health & Welfare payment as provided for in this Agreement. The payments for the release of the Covered Concert DVD shall be subject to a 15% discount per musician if there are more than 30 musicians receiving such payments.

- (3) Exploitation payments of the following amounts for the following periods shall be made to the Sound Recording Special Payments Fund for distribution to the musicians performing on the sound track(s) of the Covered Concert DVD.

- Physical Product –

.55% of Wholesale Price for 10 years commencing upon the release of a Covered Concert DVD, after combined sales of physical product and digital downloads of entire Concert DVDs exceed 25,000 units.

The term “Wholesale Price” shall be defined as the per unit wholesale price (without deductions) actually received by the Company in connection with a Covered Concert DVD. In circumstances where there is no per unit wholesale price, “Wholesale Price” shall be defined as the monies actually received by the Company in connection with the sale of the Covered Concert DVD.

- Digital Product (downloads of any kind and streams) –

.55% of Wholesale Price for 10 years commencing upon the release of a Covered Concert DVD, i) on all streams of the entire Concert DVD and/or individual “tracks;” and ii) on all downloads of the entire Covered Concert DVD (if the Covered Concert DVD is not released as a physical product) and/or individual “tracks” in excess of 10,000 units.

The term “Wholesale Price” shall be defined as the per unit wholesale price (without deductions) actually received by the Company from a digital service provider in connection with a Covered Concert DVD. In circumstances where there is no per unit wholesale price, “Wholesale Price” shall be defined as the monies actually received by the Company from a digital service provider that are attributable to such Covered Concert DVD. By way of illustration, the parties acknowledge that percentage of gross service revenue payments, percentage of advertising revenue payments, per-subscriber payments and per-use payments will generally be within the types of revenues that would be included within the calculation of “wholesale price.” The parties further acknowledge that content origination fees, digitization fees and advances not offset by actual digital transmissions are not generally within the types of revenues that would be included within the calculation of “wholesale price”.

- (4) All payments required to be made to the Sound Recordings Special Payments Fund under subparagraph (J)(3) shall be distributed, net of all administrative costs, to the Musicians whose performances are embodied in the sound track of the Covered Concert DVD, provided that in cases where a musician's distribution payment by the Sound Recording Special Payments Fund under this provision is calculated at an amount that is less than twenty-five (\$25.00), it shall be regarded as “de minimis” and shall be placed in a reserve fund, to be paid to the musician only if, when added to the musician’s distribution amount in either or both of the two following years, the cumulative amount is twenty-five dollars (\$25.00) or

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greater. Any such cumulative amounts that are under twenty-five (\$25.00) and remain undistributed by the end of the Sound Recording Special Payments Fund's third fiscal year shall be re-deposited into the Sound Recording Special Payments Fund Concert DVD account for distribution to all eligible musicians as part of the next annual distribution.

- (5) The provisions of paragraph 1(c), 1(d), 1(e), 1(f), 1(g), 2(d), 2(f), 2(g), 2(i), 2(j), 2(k), 3, 4 and 5 of the Sound Recording Special Payments Fund Agreement shall apply to the payments required to be made under this subparagraph (J) in the same manner as they apply to the payments required to be made on phonograph records under Addendum A.