ACTRA TORONTO

LOW BUDGET VIDEO GAME AGREEMENT

OCTOBER 2026

actratoronto.com/video-game-productions

SECTION 1: AGREEMENT SCOPE, FEES & DEFINITIONS

1. RECOGNITION AND SCOPE
2. MINIMUM FEES FOR PERFORMERS
3. USE FEES FOR PERFORMERS
4. ADMINISTRATION AND INSURANCE & RETIREMENT PAYMENTS AND DEDUCTIONS
5. DEFINITIONS

SECTION 2: WORKING CONDITIONS

6. OBLIGATIONS OF THE DEVELOPER
7. PREFERENCE OF ENGAGEMENT OF ACTRA PERFORMERS
8. CONDITIONS OF ENGAGEMENT
9. CONDITIONS OF WORK
10. ARTIFICIAL INTELLIGENCE
11. CREDITS AND COPY OF VIDEO GAME PRODUCTION
12. EXCERPTS
13. PROMOTION AND SOCIAL MEDIA
14. GRIEVANCES
15. TERM

APPENDICES

- APPENDIX A – GUIDELINES FOR VOCAL STRESS
- APPENDIX B – PRODUCTION INFORMATION FORM
- APPENDIX C - STATUATORY DECLARATION FOR CASTING DIRECTORS
- APPENDIX D – GRIEVANCES

SECTION 1: AGREEMENT SCOPE, FEES & DEFINITIONS

AGREEMENT

This Agreement is made and entered into in the Province of Ontario by and between ACTRA

Toronto and _____ (hereinafter referred to as the

"Developer") for the Video Game Production entitled _____.
For clarity, the Game Developer is the Engager of ACTRA performers via this agreement and shall be referred to as the Developer throughout.

1. RECOGNITION AND SCOPE

1.1 The Developer recognizes ACTRA Toronto as the exclusive bargaining agent of Performers with respect to all minimum terms and conditions provided for by this Agreement.

1.2 The purpose of this Agreement is to encourage Ontario based low budget Video Game Productions of two million dollars ($2M) or less, to engage professional Performers represented by ACTRA Toronto. This Agreement is not intended for, and is not available to, foreign Productions.

1.3 This Agreement applies to **Voice Performers** who are retained by the Developer to perform on a qualifying low budget Video Game Production, when such performances are recorded in Ontario under ACTRA Toronto's jurisdiction. This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in low budget Video Game Productions.

2. MINIMUM FEES FOR PERFORMERS

Video games produced under this Agreement will be assigned the appropriate Tier related to total production budget, and the rates payable to Performers are based on the Tier. Total production budget is defined as the cost for the game developer to create the video game.

TIER 1 – 4: LOW BUDGET	TIER 5-6: MICROBUDGET
Tier 1 = $1,500,000-$2,000,000	Tier 5 = $100,000 - $399,999
Tier 2 = $1,000,000 - $1,499,999	Tier 6 = $0 - $99,999
Tier 3 = $750,000 - $999,999	
Tier 4 = $400,000 - $749,999	

SESSION FEE

TIER 1 - $1,500,000 - $2,000,000				
PERFORMER CATEGORY	2 HOUR CALL	4 HOUR CALL	HOURLY RATE	OVERTIME
Voice	375	500	N/A	135
Walla	245	325	N/A	125
Recall	N/A	N/A	220	N/A

TIER 2 - $1,000,000 - $1,499,999				
PERFORMER CATEGORY	2 HOUR CALL	4 HOUR CALL	HOURLY RATE	OVERTIME
Voice	340	455	N/A	120
Walla	225	300	N/A	115
Recall	N/A	N/A	205	N/A

TIER 3 - $750,000 - $999,999				
PERFORMER CATEGORY	2 HOUR CALL	4 HOUR CALL	HOURLY RATE	OVERTIME
Voice	305	410	N/A	110
Walla	200	260	N/A	105
Recall	N/A	N/A	185	N/A

TIER 4 - $400,000 - $749,999				
PERFORMER CATEGORY	2 HOUR CALL	4 HOUR CALL	HOURLY RATE	OVERTIME
Voice	275	365	N/A	100
Walla	180	235	N/A	90
Recall	N/A	N/A	180	N/A

TIER 5 - $100,000 - $399,999				
PERFORMER CATEGORY	2 HOUR CALL	4 HOUR CALL	HOURLY RATE	OVERTIME
Voice	220	290	N/A	80
Walla	145	190	N/A	75
Recall	N/A	N/A	145	N/A

TIER 6 - $0 - $99,999	
PERFORMER CATEGORY	FREE NEGOTIATION BETWEEN THE PRODUCER AND PERFORMER. THE PERFORMER NEGOTIATES THEIR OWN RATE WITHOUT THE ASSISTANCE OF ACTRA. THE PRODUCER MUST CONTRIBUTE TO PERFORMER INSURANCE & RETIREMENT. **PERPETUITY OPTION NOT AVAILABLE TO TIER 6 PRODUCTIONS.**
Voice	
Walla	
Recall	

2.1 Payment of the minimum fee for Voice Performers shall cover the performance of no more than two (2) Main Roles and six (6) Generic Roles, per article 9.3.

See article 4.7 for all-in fees, including session, use and union fringes

2.2 **Overtime** Should a two (2) hour session run over two (2) hours, the fee for the third hour shall be paid at 50% of the two (2) hour session. Hours beyond four (4) shall be paid at the applicable overtime rate.

2.3 **First Playable Prototype [FPP] (Demo)** The FPP is for evaluation purposes only and shall be paid at 50% of the applicable session fee. Should any part of any performance recorded for

the FPP be used in the final version of a Video Game Production, the fee shall be upgraded to one hundred percent (100%) of applicable session fee. Applicable Use fees shall be paid.

2.4 **Early Access** A funding model in which a playable version of a game that is currently in development can be purchased. This provides an opportunity to generate revenue and receive feedback for further development of the game. Should the further development of the game result in an increased budget so the game no longer qualifies for the current tier, or this agreement, the Developer will be required to upgrade to the Performers fees to the applicable tier or agreement.

2.5 **Walla** A Performer (or their agent) must be notified in writing prior to engagement that the Developer shall be recording Walla. If the required notice is not given, then the session shall be paid under the applicable Voice session fee.

3. USE FEES FOR PERFORMERS

3.1 When engaging ACTRA Performers, the Developer agrees to pay the session fee for work performed at the recording session, as well as Use fees for the distribution of the Video Game. The Developer has the choice of how Use will be paid to Performers. At the time of production, the Developer must select one of the following Use options:

a) **Prepayment of Use in Perpetuity.** This option allows the Developer to pay a one-time fee for the distribution of the Production in all media, worldwide, with no future amounts owing, other than the Top Selling Bonus outlined in Article 3.5, or if the Production is remastered, remade, excerpted or a Performer is required to promote the Production.

*****Note: The Perpetuity option is not available to Productions under Tier 6.***

b) **Use Fees based on Participation in Developer's Net Revenue**. This option allows the Developer to pay Performers based on total earnings from the game, as well as the Top Selling Bonus outlined in Article 3.4.

3.2 **Prepayment of Use in Perpetuity** The Developer will pay the Performers 165% of their contracted fee for Use of the production in all media, worldwide, with no future amounts owing other than the Top Selling Bonus outlined in Article 3.4, or if the Production is remastered, remade, excerpted or a Performer is required to promote the Production.

*****Note: the Perpetuity option is not available to Productions under Tier 6.***

SESSION FEE AND PERPETUITY USE 165%				
TIER 1 - $1,500,000 - $2,000,000				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	994	1325	N/A	358
Walla	649	861	N/A	348
Recall	N/A	N/A	583	N/A
TIER 2 - $1,000,000 - $1,499,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	901	1206	N/A	318
Walla	596	795	N/A	305
Recall	N/A	N/A	543	N/A
TIER 3 - $750,000 - $999,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	808	1087	N/A	292
Walla	530	689	N/A	278
Recall	N/A	N/A	490	N/A
TIER 4 - $400,000 - $749,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	729	967	N/A	265
Walla	477	623	N/A	239
Recall	N/A	N/A	477	N/A
TIER 5 - $100,000 - $399,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	583	769	N/A	212
Walla	384	504	N/A	199
Recall	N/A	N/A	384	N/A

3.3 **Use Fees based on Developer's Net Revenues:**

The Developer shall pay each Performer a secondary compensation based on their total work at no less than the Tier 1 rates.

a) Tier 1: For each $400,000 in Developer Net Revenue earned, plus applicable Fringes.

b) Tier 2: For each $325,000 in Developer Net Revenue earned, plus applicable Fringes.

c) Tier 3: For each $275,000 in Developer Net Revenue earned, plus applicable Fringes.

d) Tier 4: For each $225,000 in Developer Net Revenue earned, plus applicable Fringes.

e) Tier 5: For each $150,000 in Developer Net Revenue earned, plus applicable Fringes.

f) Tier 6: For each $100,000 in Developer Net Revenue earned, plus applicable Fringes.

Example:

A Voice Performer was Contracted for a Tier 2 Video Game Production for a 4-hour Voice Session and a 2-hour Walla Session.

Each time the Developer's Net Revenue for this Video Game Production is reached ($325,000), an additional Tier 1 4-hour Voice Session ($500) and a Tier 1 2-hour Walla Session ($245) is paid (total $745 before fringes).

See article 4.7 for all-in fees, including session, use and union fringes

3.4 **Top Selling Bonus** Once a Developer earns net revenue per the chart below, each Performer shall be paid a Top Selling Bonus of $1000 (plus applicable fringes)

TIER	THRESHOLD
Tier 1	For each $1,300,000 earned in net revenue
Tier 2	For each $1,150,000 earned in net revenue
Tier 3	For each $1,000,000 earned in net revenue
Tier 4	For each $850,000 earned in net revenue
Tier 5	For each $700,000 earned in net revenue
Tier 6	For each $550,000 earned in net revenue

3.5 **Remaster** When a pre-existing game is revamped with touched-up or updated graphics, repainted visuals, updated mechanics, or any type of modernization/quality of life updates that build off of the games original foundation, in order to re-package and remarket the game for new distribution and sale, the Performers appearing in the updated version shall receive an additional Use payment of (50%) of their original session fees. For clarity, Remaster does not include DLCs, live services, platform porting or general updates made during the game's original life.

3.6 **Remake** When a pre-existing game is rebuilt from the ground up to re-package and remarket the game for new distribution and sale, Performers shall receive an additional Use payment of 100% of their original session fees.

3.7 **Right of Audit** Any examination and audit shall be performed by independent auditors, selected by ACTRA Toronto, but not by members of ACTRA staff.

4. ADMINISTRATION AND INSURANCE & RETIREMENT PAYMENTS AND DEDUCTIONS

4.1 **Insurance** The Developer shall contribute to ACTRA Toronto an amount equal to five- and one-half percent (5.5%) of the Gross Fees (including Use fees) paid to all Performers.

4.2 **Retirement**

a) The Developer shall contribute to ACTRA Toronto an amount equal to seven and one-half percent (7.5%) of the Gross Fees (including Use Fees) payable to all Performers who are Members of the Union; and

b) The Developer shall deduct and remit to ACTRA Toronto an amount equal to three percent (3%) of the Gross Fees (including Use Fees) payable to each Performer who is a Member of the Union.

4.3 **Equalization Payments** In order to equalize the payments in respect of Union Members and non-members, the Developer shall contribute to ACTRA Toronto an amount equal to thirteen percent (13%) of the Gross Fees (including Use Fees) payable for each Performer who are not members of the Union.

4.4 In addition, an administration fee of two percent (2%) of Performers' Gross fees (including Use fees) is payable to ACTRA Toronto.

4.5 The Developer shall also deduct an amount equal to two and one-quarter percent (2.25%) of the Gross fees paid to each Performer who is a Full Member – as opposed to an Apprentice Member – of ACTRA Toronto and remit these amounts to ACTRA Toronto as membership dues.

4.6 Work permit fees shall be paid in advance for non-members of ACTRA Toronto per Article 7 – Preference of Engagement of ACTRA Performers.

4.7 **Session, Use, Insurance & Retirement and Administration – Fee Chart**

ALL IN - SESSION & PERPETUITY USE PLUS UNION FRINGES 15%				
TIER 1 - $1,500,000 - $2,000,000				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	1143	1524	N/A	412
Walla	746	990	N/A	400
Recall	N/A	N/A	670	N/A
TIER 2 - $1,000,000 - $1,499,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	1036	1387	N/A	366
Walla	685	914	N/A	351
Recall	N/A	N/A	624	N/A
TIER 3 - $750,000 - $999,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	929	1250	N/A	336
Walla	610	792	N/A	320
Recall	N/A	N/A	564	N/A
TIER 4 - $400,000 - $749,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	838	1112	N/A	305
Walla	549	716	N/A	275
Recall	N/A	N/A	549	N/A
TIER 5 - $100,000 - $399,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	670	884	N/A	244
Walla	442	580	N/A	229
Recall	N/A	N/A	442	N/A

ALL IN - SESSION PLUS UNION FRINGES 15%				
TIER 1 - $1,500,000 - $2,000,000				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	431	575	N/A	155
Walla	282	374	N/A	144
Recall	N/A	N/A	253	N/A
TIER 2 - $1,000,000 - $1,499,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	391	523	N/A	138
Walla	259	345	N/A	132
Recall	N/A	N/A	236	N/A
TIER 3 - $750,000 - $999,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	351	472	N/A	127
Walla	230	299	N/A	121
Recall	N/A	N/A	213	N/A
TIER 4 - $400,000 - $749,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	316	420	N/A	115
Walla	207	270	N/A	104
Recall	N/A	N/A	207	N/A
TIER 5 - $100,000 - $399,999				
PERFORMER CATEGORY	**2 HOUR CALL**	**4 HOUR CALL**	**HOURLY RATE**	**OVERTIME**
Voice	253	334	N/A	92
Walla	167	219	N/A	86
Recall	N/A	N/A	167	N/A
TIER 6 - $0 - $99,999				
PERFORMER CATEGORY	FREE NEGOTIATION BETWEEN THE PRODUCER AND PERFORMER. THE PERFORMER NEGOTIATES THEIR OWN RATE WITHOUT THE ASSISTANCE OF ACTRA. THE PRODUCER MUST CONTRIBUTE TO PERFORMER INSURANCE & RETIREMENT.**PERPETUITY OPTION NOT AVAILABLE TO TIER 6 PRODUCTIONS.**			
Voice				
Walla				
Recall				

5. DEFINITIONS

5.1 **Barks and Onos** means lines that are non-narrative, do not occur in cinematics, walk and talks, or exposition. Barks only occur in gameplay, either to create an environment, or as direct player feedback. Onomatopoeia represents verbal sounds and noises that do not require words.

5.2 **Downloadable Content (DLC)** means additional content to be downloaded by player and that is part of an already released Interactive videogame; such content including but not limited to, cosmetic items or playable missions.

5.3 **Generic Role** shall mean a role which does not advance the story line including side quest givers.

5.4 **Line of Dialogue** means a Line of script of ten (10) words or less, including directed but unscripted Dialogue. For example, “To protect the Kingdom, will you accept this quest?” is one Line of Dialogue. “For the honour of the Kingdom, and in the name of all the warriors who came before me, I accept,” is two Lines of Dialogue.

5.5 **Main Role** shall mean a role which advances the story line including mission givers.

5.6 **Performer** means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever.

5.7 **Porting** is when a game originally designed to run on one platform is subsequently converted to run on a different platform, sometimes with minor differences in regard to performance, functionality, gameplay and/or graphics.

5.8 **Developer's Net Revenue** shall mean all monies derived in any manner whatsoever from distribution of the Production, including through the sale, license, or other like means of distribution of the Production, minus amounts owed to the platform and/or publisher.

5.9 **Recall Session** recall occurs when one or several voice Performers are recalled for an additional one (1) hour session at the applicable rate as provided for in Article 2 for the purpose of correcting, revising or replacing their performance(s) originally recorded in a regular session.

5.10 **Use** means the worldwide sales, rental and licensing of the Videogame Production.

5.11 **Video Game** describes the attribute of products which enable the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer.

5.12 **Vocal Stress** occurs when challenging vocal sounds requiring significant force and explosive vibration are required from Performers during a voice recording; examples include death screams, battle cries, shrieks or screeches. Please see Appendix A – Guidelines for Vocal Stress.

5.13 **Voice Performer** means a Performer whose voice is heard in any manner whatsoever.

5.14 **Walla** means voices for non-player characters that do not advance the principal storyline and are not assigned to any particular on-screen character. For clarity, Walla means nondescript crowd, background or ambient noises/sounds provided by two or more Performers. Performers shall be told in advance of booking that they are performing Walla.

SECTION 2: WORKING CONDITIONS

6. OBLIGATIONS OF THE DEVELOPER

6.1 **Filing Procedure** At least three (3) weeks prior to recording, the Developer will provide to the Union; detailed and certified production budget; full disclosure of all sources of financing; and a Production Information Sheet (Appendix B).

6.2 **Security Bond** ACTRA is entitled to require a Developer to post, prior to the commencement of work by the Performers, a security for payment sufficient to cover payroll and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Developer.

The Parties understand that independent Video Games are produced with small budgets. Developers can request administrative arrangements with ACTRA to manage bonds and payroll security, and ACTRA agrees to give good-faith consideration to such requests.

The bond shall not be less than either 50% of the total cast budget plus Fringes, or 2 weeks of Performer payroll. The bond covers:

a) two (2) weeks Performer payroll (to be based on the production schedule provided by the Developer); and
b) the Insurance and Retirement payments.

6.3 **Preference of Engagement** The Developer agrees to give preference of engagement to members of ACTRA Toronto, subject to the terms of Article 7 of this Agreement.

6.4 **Production Information** Developer shall submit to ACTRA Toronto not later than two (2) business days, whenever possible, and in any event not less than one (1) business day prior to the first scheduled working day, the following information, when known:

a) name of Developer
b) title of production
c) production dates and location
d) cast list of Performers
e) persons or groups for whom work permits are required
f) name of production liaison (see Clause 3.3)
g) names of all Minors engaged, with their dates of birth and the names of the Parent(s) of each Minor
h) total budget
i) script
j) casting notices (if requested by ACTRA Toronto)
k) how Artificial Intelligence will be utilized in the production of the game

The information detailed above will be provided to ACTRA Toronto to the extent that it is available to the Developer. ACTRA Toronto acknowledges that this information may change during the course of production.

6.5 **Production Liaison** The Developer shall advise ACTRA Toronto of the name of the person having responsibility for production liaison with Performers engaged for a Video Game Production. The production liaison shall attempt to redress Performer complaints and shall work with the ACTRA Toronto staff to resolve disputes. For clarity, the Production Liaison could be the Developer, an associate Developer, or any other employee with the authority to speak on behalf of the production.

6.6 **Freedom from Harassment**
The Parties agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this section are honoured.

a) The Developer will develop a statement on anti-harassment and violence prevention which
will be communicated to the cast and crew prior to or on the first day of production. The Developer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (b) to (i) of this Article.

b) The Developer shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment, violence and discrimination on grounds prohibited by the *Human Rights Code* as it may be amended from time to time. Currently, the prohibitive grounds include Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (which incorporates pregnancy and breast feeding), sexual orientation, gender identity or expression, and age. The Developer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.

c) For the purposes of this Article, sexual harassment includes without limitation, behaviour such as:

(i) unwanted attention of a sexual nature made by a person who knows or ought reasonably to have known that such attention is unwanted;

(ii) implied or expressed promise of reward for complying with a sexually oriented request;

(iii) implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and sexually oriented remarks and/or behaviour that may reasonably be perceived to create a negative psychological and/or emotional environment for work.

d) For the purposes of this Article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, where such comment or conduct shows disrespect or causes humiliation to a Performer because of the Performer's race, colour, ancestry, place of origin, or ethnic origin and may include:

(i) actions or comments that are known or ought reasonably to be known to create an intimidating, demeaning or offensive work environment;

(ii) actions or comments that may be reasonably perceived to demean, belittle, compromise or cause personal humiliation or embarrassment; and (iii) any act of intimidation or threat

e) For the purposes of this Article, personal harassment includes any comment or conduct that is known or ought reasonably to be known to be unwelcome or offensive, which creates an unduly intimidating working environment, which denies individual dignity and respect, or which threatens the economic livelihood of that individual.

f) When a Performer believes that this Article has been breached in any way, the Performer shall immediately inform the Developer or its designated representative, either directly or with the assistance of a Union representative, of the unwelcome or offensive comment or conduct. When authorized by the complainant, the Union representative shall immediately make the complaint known to a representative of the Developer. The Union will refer the complainant to the Developer's harassment policies and encourage the complainant to notify the Developer. In any event, the Union will request permission to notify the Developer of the complaint. The Performer may at their discretion make their disapproval known to the individual whose conduct is in question. The Developer shall take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this Article. When deemed appropriate by the Developer, the Developer will limit or eliminate points of contact between the complainant and the individual whose conduct is in question while the investigation is in process.

g) Because of the sensitive nature of these types of complaints, all Parties shall address and resolve these complaints promptly and in as confidential a manner as possible.

h) The Parties agree that a Developer shall have just and reasonable cause to cancel a Performer's engagement. If the Performer violates this Article of the Low Budget

Video Game Agreement or violates the Developer's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behaviour towards any other individual engaged on the Production, or by not respecting the statement.

If the Developer cancels a Performer's Booking or engagement on a Production that is subsequently produced, such Performer shall be paid in full the Performer's Contracted Fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

(i) Retaliation or reprisals against any Performer who raises a bona fide complaint pursuant to this Article will not be tolerated.

7. PREFERENCE OF ENGAGEMENT OF ACTRA PERFORMERS

7.1 The Developer shall, at the earliest opportunity before production of each videogame, inform ACTRA Toronto of cast requirements of the Production in order to review and discuss.

7.2 The Developer commits itself to real and bona fide casting sessions respecting preference of engagement for ACTRA members in a professional audition environment consistent with good industry standards. This shall include:

a) The first audition for any role shall be limited to a maximum of five (5) pages of script.

b) When an audition requires Vocal Stress, the Developer shall make best efforts to provide either an in-person audition session or make a studio or other recording facility available for self-tape purposes.

c) The Developer shall provide character breakdowns, sides and or scripts available to Performers no less than three (3) business days prior to an audition.

d) Performers shall not be required to translate any audition material from any language to another language.

e) Performers shall be provided with an audio guide for any auditions required in a language other than English.

7.3 ACTRA Toronto agrees that the Developer shall be entitled to retain the services of non-members in the following circumstances:

a) to play a character already performed by that Performer in a pre-existing Video Game Production;

b) where the non-member Performer is a very well-known performer whose services are retained with the expectation that his or her appearance will substantially increase the Production's marketability;

c) where the Developer is under a contractual obligation with a third party – whose authorization is required in order to produce or exploit the Video Game Production – to retain the services of a non-member Performer as a condition for its right to produce or exploit such a Production;

7.4 After making reasonable efforts to comply with the Preference of Engagement requirements and having established that a person who is not a Member of the Union is required, an application shall be made for a work permit on an appropriate work permit application form

supplied by the Union at least two business days prior to the commencement of work. Permit fees are listed on ACTRA Toronto's website: https://actratoronto.com/permits/

8. CONDITIONS OF ENGAGEMENT

8.1 **Booking** Upon Booking, Performers shall be given specific notice of the Role(s) to be played, date(s), time and place of production and work schedule. The Booking shall be confirmed, in writing by means of a completed contract which shall specify all terms of the agreement including but not limited to definite date(s) and fee(s) within three (3) business days of the Booking, whenever possible.

Additionally, to the extent known at the time of the booking, a description of the role to be played and the nature of the work must be given. Such description should include:

a) Game genre.
b) The game's intended rating based on the Pan European Game Information (PEGI) and/or Entertainment Software Rating Board (ESRB) rating systems.
c) Any content of an intimate, sensitive or violent nature including but not limited to, intimacy, simulated sexual activity and/or sexual violence; graphic violence; profanity, discriminatory content, characters and/or language, and drug use.
d) If the character will appear nude during the game.
e) If the role requires any additional language, dialect or accent.
f) If the Performer is reprising an established character role in a subsequent game.
g) The name of the franchise for existing games.

8.2 **Provision of Contract** The Performer shall be provided with a contract before the beginning of their performance.

8.3 **Conflict of Interest** The Developer shall, as a condition precedent to hiring a casting director or other person responsible for hiring Performers, require the said casting director or person to execute a Statutory Declaration in the form attached as Appendix C, and deliver an executed copy of the said Declaration to ACTRA. A casting director shall, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, the casting director will not apply undue pressure or coerce Performers into accepting only minimum terms and conditions. Furthermore, the casting director will negotiate only the terms and conditions applicable to the engagement, without explicit or implicit reference with respect to any other engagement.

This article shall only apply in the case where the Developer engages a casting director. For greater certainty, if the Developer engages a voice director who is a member of ACTRA Toronto and is mandated to select talent, Conflict of Interest does not apply.

8.4 **Accident/Injury Insurance** Where available, workers' compensation insurance coverage, or equivalent, shall be provided to all eligible Performers. Where such protection is not available, the Developer shall provide equivalent workplace accident/injury insurance coverage. A summary of such coverage shall be provided to the Performer.

9. CONDITIONS OF WORK

9.1 **Provision of Script** The Developer shall use reasonable efforts to make scripts available to Performers no less than three (3) business days prior to the Performer's scheduled call time. The Developer shall use reasonable efforts to make rewrites available to Performers no less than twenty-four (24) hours prior to the Performer's scheduled call time.

9.2 **Vocal Stress** Any dialogue requiring Vocal Stress shall be limited to the final two hours of a session. Performers engaged to perform Barks, Onos or other vocally stressful work may request and be granted a break during which they shall not be required to provide any work. Please see Appendix A Guidelines for Vocal Stress.

9.3 **Number of Roles for Voice Performers** Payment of the minimum fee for Voice Performers shall cover the performance of no more than:

a) two (2) Main Roles. “Main Role” shall mean a role which advances the story line including mission givers; and,
b) six (6) Generic Roles. “Generic Role” shall mean a role which does not advance the story line including side quest givers.

9.4 **Payment**

a) All fees must be paid within fourteen (14) calendar days following performance.

b) Additional payments per 3.3 (Use Fees based on Developer’s Net Revenues) and/or 3.4 (Top Selling Bonus) must be paid within fourteen (14) calendar days of the applicable threshold being reached.

9.5 **Requirement of a home studio**

a) **Equipment - initial set up**. If a Performer is required by the Developer to set up home studio
equipment to fulfill an engagement, the Performer shall be paid a fee of $200 for the first two hours of set up, and a prorated fee for half (1/2) hour increments thereafter. Home studio equipment is set up and paid for once for the whole engagement on one videogame.

b) **Equipment - testing**. If a Performer is required to test home studio equipment before a session, the Performer will be paid a fee of $50.

c) **Equipment - allowance.** When the Developer requests a Performer to use their personal
equipment, and the Performer agrees, the Performer will be paid an allowance of $100.00; such allowance not to exceed $500.00 per Interactive videogame.

10. ARTIFICIAL INTELLIGENCE

10.1 The Parties acknowledge the importance of human performance in video games and the potential impact on employment under this Agreement when an Artificial Intelligence (AI) system is used or a digital replica is created or altered, for a role that would otherwise be performed by a human.

The Parties agree that the Developer may use current technologies and practices to adjust an existing performance provided that the performance remains substantially as scripted, performed and/or recorded.

The parties further acknowledge that the technology is rapidly evolving, and new technologies may be developed that perform many of the same functions of AI, whether known or unknown, as described above. The term AI is used here for convenience, and this article shall also apply to those technologies.

10.2 **Consent** Prior to creating a digital replica or using any recording, capture, or performance in an AI system, the Developer shall obtain the express written consent of ACTRA Toronto and the Performer. The consent must be clear and conspicuous and may be obtained through an addition to the Performer's contract that is separately signed or initialed by the Performer and the Union, or in a separate writing that is signed by the Performer and the Union. The Developer must also provide ACTRA Toronto with a full description, in advance of said proposed use, that includes:

a) The number of Performers, dates, and categories of performances that will be used; and

b) The intended type and use of any audio, visual, or audiovisual content generated by AI.
For clarity, the use of any performance or recording, or part thereof, by AI without the consent of ACTRA Toronto and the Performer is strictly prohibited. If any performance or recording is used without consent, or in any manner other than specifically contracted for, the Developer shall be responsible for any and all damages that result from the breach, and an Arbitrator has full authority to fashion an appropriate remedy.

The Developer further agrees to neither sell nor transfer ownership of all or part of a recording or performance, and all associated data, of a Performer to any third party for exploitation of AI. The Developer further agrees to label and store all performance data in a manner that is determined to be secure by ACTRA Toronto.

10.3 **Compensation** If a Developer uses any portion of a Performers recording, capture or performance in an AI system, the Performer shall be compensated at no less than the applicable session fee plus use fees for the number of production days that the Developer determines the Performer would have been required to work.

10.4 **AI Best Practices** The Developer shall review ACTRA Toronto's AI Best Practices Guide https://actratoronto.com/uncategorized/2025/05/a-i-best-practices-guide/

11. CREDITS AND COPY OF VIDEO GAME PRODUCTION

11.1 **Credits**

a) Any Performer may negotiate the size and placement of their personal credit but shall at a minimum the Developer shall place at the end of each Video Game Production a list of credits including the name of the Performer and the Roles played.

b) The Developer will include the ACTRA Toronto logo in the end credits of each Video Game Production. ACTRA Toronto's logo is available here: https://actratoronto.com/brand-centre/

11.2 **Copy of Video Game Production** The Developer will provide a copy of the video game to the Performers upon release.

12. EXCERPTS

12.1 Use of excerpts from any game that are used in future titles of that game will result in payment to the Performer. Any Performer appearing in an excerpt will be paid a negotiated fee not less than the contracted daily fee such Performer received in the original video game from

which the excerpt is taken. All other terms and conditions of this Agreement (including Use fees) shall apply to the new video game as if the Performer had actually participated.

12.2 For greater certainty, Excerpts include:

a) recaps, previews or teasers within a series of games, if any;

b) use of Excerpts for the purpose of:

i) advertising or promoting future games in any media, including multimedia devices, theatres, television and Internet;

ii) in awards programs, and

iii) in magazines and programs related to multimedia games.

It does not include excerpts used to promote services or products other than the Video Game Production.

12.3 **Use of Game Excerpts in Linear Productions** – If portions of the video game are excerpted into productions such as web series and documentaries, the Developer must contact ACTRA Toronto to discuss contracting performers for this use to confirm fees owed to Performers.

13. PROMOTION AND SOCIAL MEDIA

13.1 **Publicity Stills, Trailers and Promos**
If the Developer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid the applicable performance category rate as follows:

a) If the Performer doesn't otherwise appear in the Video Game Program they shall be paid a minimum four (4) hour call plus applicable Use Fees.

b) If the Performer also participates in the Video Game Program and are called in for a separate session to perform in the publicity stills, trailer or promo, they shall receive a minimum two (2) hour call plus applicable Use Fees.

c) If the Performer is requested to perform in a publicity still, trailer or promo during a regularly scheduled session for the Video Game Production, the Performer shall receive an additional one (1) hour call prorated from the applicable two (2) hour rate, plus applicable Use Fees.

d) The publicity stills, promos, or trailers may be used as follows:

i) demo of the Production;

ii) still photographs in the magazines and programs related to interactive videogames, user guides, user instructions or other printed publications (such as labels, boxes, sleeves, booklets, inserts and other packaging of copies of the Production) related to the Production;

iii) use of excerpts of two (2) minutes or less and of still photographs from the game in trailers, publicity and promotion (including programs related to Video Game Productions) in any media including Interactive Media and conventional use;

iv) to promote the videogame in any media including Interactive Media and conventional use.

13.2 **Promotional Appearances** When a Performer is required to attend conventions, fan meetings, autograph sessions, etc., or make live appearances to promote a game, as

themselves or a character(s) they portray, the Developer shall negotiate a fee with the Performer or the Performer's representative.

13.3 **Social Media** When a Performer is required to blog, tweet, etc., as themselves or a character(s) they portray, the Developer shall negotiate a fee with the Performer or the Performer's representative. An appropriate representative of the Developer will outline the requirements in writing to the Performer or the Performer's representative.

13.4 **Promotional Material** The Developer shall provide any promotional packages, including artwork or supporting visual elements to Performers who appeared on the Video Game Production, when such material becomes available. The Performer shall have the right to use the materials to promote themselves and the Video Game Production on their social media platforms.

13.5 **Developer to Credit Performer in Social Media** Upon request of the Performer, the Developer shall tag a Performer's social media account(s) when using clips of the Performer's work to promote the Video Game Production on the Developer's social media platforms.

13.6 **Ability of Performer to Promote** Any rider or other agreement between the Developer and the Performer should not restrict the Performer from promoting their work once the Video Game Production has been released.

14. GRIEVANCES

14.1 A Grievance is defined as a difference between the Parties, arising out of or in connection with the administration, interpretation, application, operation, or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Performer and a Developer, including a question as to whether a matter is arbitrable. Please see Appendix D – Grievances for more information.

15. TERM

15.1 This Agreement will become effective upon execution and remain in effect for the duration

of the Video Game Production _____.

Signed this _____ day of _____, 20___.

For ACTRA Toronto **For the Developer**

_____ _____

APPENDIX A
GUIDELINES FOR VOCAL STRESS AND VOCALLY EXTREME PERFORMANCES
PRODUCTION AND VOICE DIRECTORS
ACTRA TORONTO LOW BUDGET VIDEO GAME AGREEMENT

The goal is to protect performers' voices when auditioning, preparing and performing vocal extremes. Adequate time shall be scheduled between sessions for vocal rest.

Audition

- Always specify when roles will require vocally stressful lines
- Avoid adding vocally stressful lines in self-tape auditions
- When possible, auditions requiring vocal extremes to be demonstrated will take place live, in-studio
- Please notify the casting team if vocally stressful lines will be needed in auditions so they can coordinate a studio space for actors to self-tape
- Character breakdowns, sides and/or scripts shall be made available to performers three (3) business days prior to an audition
- Performers will be informed that projection can be reduced on their self-tape auditions. The Developer shall refrain from requesting death rattles or anything else that would be too loud or strenuous to record at home. If the Developer requires vocal extremes to be demonstrated by the performer, an in-studio callback shall be requested.

Session Preparation

- When sessions are requested that contain vocally stressful lines, please advise the casting team so that they can notify the performer as soon as possible
- Reasonable efforts shall be made to provide scripts to performers 3 business days *(24 hours for revisions)* in advance of their scheduled call time to give performers adequate time to prepare
- Plan to record all vocally stressful lines towards the end of sessions
- Do not plan to exceed 2 hours of vocally strenuous lines per actor per 2 days. Always make vocally extreme lines clear in the script
- Performers shall be notified on breakdowns and at the time of booking if voice session(s) will involve high intensity barks and onos with expectations clearly outlined.

In Session

It is the responsibility of the Voice Director as well as the Voice Designer present in-session to:

- Encourage the performer to ask for breaks when they need one
- 10-minute breaks will be provided every hour for all voice sessions.
- Encourage the performer to ask to end the session if they feel their voice is at risk
- Stop the session if the performer is demonstrating signs of vocal strain
- Keep the number of takes at a minimum for vocally stressful lines
- Guide performers and provide suggestions on how to sustain their voices
- If the performer displays signs of vocal fatigue, the Voice Director will end the session early.
- Notify the casting team if an actor demonstrated signs of vocal strain during a session
- All vocally strenuous lines are kept to the end of sessions and will never exceed 2hrs.
- The Voice Director shall make best efforts to keep the number of takes at a minimum per line and will be present for all recording sessions to guide performers and provide suggestions on how to sustain their voices.
- Water, herbal tea, throat coat and lozenges to be provided to performers at their sessions.

APPENDIX B

PRODUCTION INFORMATION FORM

ACTRA TORONTO LOW BUDGET VIDEO GAME AGREEMENT

Production Title: Release Title (if applicable):

Type of Production: Platforms: (PC, Mobile, Console)

Start Date: End Date: Release Date:

Production Company Name:

Address:

(Street, City, Province, Postal Code)

Telephone: Email:

Select Budget Tier:

Tier 1-$1,500,000-$2,000,000 Tier 2-$1,000,000-$1,499,999

Tier 3-$750,000-$999,999 Tier 4-$400,000-$749,999

Tier 5-$100,000-$399,999 Tier 6-$0-$99,999

Personnel

Executive Producer: Producer(s):

Director: Production Liaison:

Casting Director(s):

Intended Use: Mobile Multiplatform Single Platform

Use Fee: Perpetuity(165% Prepayment) Developers Net Revenues: Tier _____

Distribution Model

(e.g.- physical copy, digital download, streaming):

Monetization Model

(e.g.-Free-to-Play, subscriptions, unit sales, micro-transactions):

Secondary Content (e.g.-DLC):

Number of Performers: Names of Performers:

Minors: No

Yes If, Yes (enter name, email contact of Tutor)

Vocal Stress: No

Yes (if, Yes, refer to Appendix A-Guidelines for Vocal Stress)

AI: No

Yes (If, Yes, refer to Article 10)

Select all that apply (if any): Use of Excerpts Remake

Remaster Stills/Trailer/Promo FPP/Demo

Provide and check off the following to ACTRA Toronto:

Full Disclosure of Sources of Finances Budget Script Cast List

APPENDIX C

STATUTORY DECLARATION FOR CASTING DIRECTORS

ACTRA TORONTO LOW BUDGET VIDEO GAME AGREEMENT

The Developer shall, as a condition precedent to engaging a casting director or other person responsible for hiring any Performer require the said casting director or person to execute a Statutory Declaration in the form as provided below, and deliver same to ACTRA, properly executed and sworn, prior to the commencement of principal photography.

Statutory Declaration I, _____ , have been engaged as a casting director or in another position in which I am responsible for engaging Performers by _____ ("the Developer") in respect of the production of _____ ("the Video Game").

I solemnly declare that I (and all other persons in my employ, if any)

(a) do not act as an agent for Performers;

(b) do not and shall not act so as to require Performers to join a specific agency;

(c) do not directly or indirectly own or operate a talent agency;

(d) do not receive any money from any talent agency for using Performers represented by such agency;

(e) will not give any personal information relating to any Performer to any talent agency, except for the agency that represents such Performer;

(f) will not be eligible to work on an ACTRA Performer contract;

(g) will, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, I will not apply undue pressure on or coerce Performers into accepting only minimum terms and conditions. Furthermore, I will negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference with respect to any other engagement.

I understand that ACTRA and the Developer are relying on this Declaration in order to permit me to be engaged as a Casting Director in respect of the above noted Video Game, and that this Declaration shall survive and not merge upon the completion of production.

And I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Affirmed on:

_____

Date

_____

The Casting Director (signature)

_____

(print name)

APPENDIX D
GRIEVANCES
ACTRA TORONTO LOW BUDGET VIDEO GAME AGREEMENT

GRIEVANCES

1. **A Grievance** is defined as a difference between the Parties, arising out of or in connection with the administration, interpretation, application, operation, or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Performer and a Developer, including a question as to whether a matter is arbitrable.

2. **Grievance Procedure**

   a) Any Party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other Parties.

   b) A Grievance is defined as a difference between the Parties, arising out of or in connection with the administration, interpretation, application, operation, or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Performer and a Developer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this document.

   c) The Parties acknowledge and agree that the timely and prompt settlement of all disputes between the Parties should be encouraged, and that therefore any dispute may be settled at the time of its occurrence by the ACTRA Business Representative and the authorized representative of the Developer, without recourse to the formal Grievance procedure.

   d) The Performer must advise ACTRA within thirty (30) days of the date on which the Performer becomes aware or ought to have become aware of the act or omission giving rise to the Grievance. A Party may initiate a Grievance only within sixty (60) days of the date on which that Party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance. A Grievance shall be considered initiated when the initiating party (the “Grievor”) sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the “Respondent”) and to the organization to which the Respondent belongs.

   e) In all cases concerning a Performer, ACTRA, as the exclusive bargaining agent for Performers covered by this Agreement, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Developer belongs shall be advised by the Grievor. When the Developer is not a member of one of the Associations, the Grievor shall advise the Developer.

   f) ACTRA or the Developer shall notify forthwith the other Parties to this Agreement of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA; a representative of the Associations, designated by the Associations, the Developer, or its duly authorized representative; and the Performer or his representative shall meet within five (5) business days to attempt to settle the Grievance informally.

   g) Those present at the Grievance meeting shall adduce all available and relevant facts, documents, and evidence in order that the Parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion on a without- prejudice basis of those issues in order to achieve a fair and workable settlement.

   h) The persons present at the Grievance meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all Parties, including, without limitation, the Performers.

   i) In the event that attempts to settle the Grievance matter have not resulted in a satisfactory settlement of the Grievance, any Party to the Grievance may, within five (5) business days following the Grievance meeting, give written notice to the other Parties attending the Grievance meeting and to the Associations, referring the Grievance to the Joint Standing Committee or, at the discretion of the referring Party, directly to arbitration. If the referring party refers the matter to the Joint Standing Committee and the responding party

j) wishes to have the matter referred to arbitration (instead of the Joint Standing Committee), said Party shall have the right, within five (5) business days of receipt of the notice, to refer the grievance to arbitration.

3. **Joint Standing Committee**

a) The Joint Standing Committee shall convene, at a time and place to be agreed by ACTRA and the Developer, within fifteen (15) business days of the receipt of said notice.

b) The Joint Standing Committee shall consist of a panel of representatives of the Developer and of ACTRA. ACTRA and the Developer shall have equal representation on the Committee.

c) The Developer appoint representatives. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise ACTRA as to the number of representatives to be appointed to represent the Associations. ACTRA staff and employees of the Associations shall not be appointed to a Joint Standing Committee.

d) At least three (3) business days prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting. Moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call.

e) The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
   (i) all parties shall have full opportunity to be heard;
   (ii) no party shall be surprised by evidence or facts adduced before the Joint Standing Committee;
   (iii) and the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances. When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.
   (iv) The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Agreement.
   (v) All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to all of the parties to the Grievance. A majority decision of the Joint Standing Committee shall be binding on all parties to the Grievance, including, without limitation, the Performers.
   (vi) If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within five (5) business days of the date on which the decision of the Committee is delivered to it, refer the matter to arbitration by giving notice to the other party to the Grievance, to ACTRA, and to the Associations (“arbitration notice”).

4. **Arbitration**

a) A Grievance that has been referred to arbitration by arbitration notice shall be heard by a sole Arbitrator, who shall be selected from a list of five (5) Arbitrators.

b) During the term of this Agreement, the Parties may mutually agree to substitute any Arbitrator on this list for another Arbitrator agreeable to the Parties. The Arbitrators shall be listed in alphabetical order

c) The Party referring the Grievance to arbitration shall remove two (2) names from the list of Arbitrators provided in subparagraph (a) and the Party responding shall remove an additional two (2) names from the list. The name of the Arbitrator remaining shall be the Arbitrator selected to hear the Grievance.

d) If the Arbitrator so selected is unable to convene a hearing within twenty-one (21) business days of being contacted, then, at the request of either Party, the remaining Arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within twenty-one (21) business days of being contacted. If none of the Arbitrators contacted are able to convene a hearing within twenty-one (21) business

e) days of being contacted, then the Arbitrator who can convene a hearing within the shortest period shall be the Arbitrator selected. (e) By mutual agreement, ACTRA and the Association concerned may each appoint one (1) additional Arbitrator who has knowledge and/or experience with respect to the film industry. The two (2) Arbitrators so appointed, together with the Arbitrator selected from the list in subparagraph (a) of this Article, shall form a three (3) person Board of Arbitration that shall hear the

case. The term “Arbitrator” in this Agreement shall include a Board of Arbitration appointed under this provision.

f) Nothing herein shall prevent the Parties to the Grievance from mutually agreeing upon the appointment of an individual who is not listed in Article A1003(a) to act as the Arbitrator.

g) The Association representing the Developer, if any, shall be an interested Party and shall be entitled to participate in the hearing of the matter.

5. **Arbitration Process**

a) The Arbitrator shall have all powers necessary to determine the real issue in dispute according to the merits and, if appropriate, to award monetary payments, adjustments, or damages consistent herewith.

b) The Arbitrator has exclusive jurisdiction to exercise the powers conferred upon the Arbitrator by the provisions of this Agreement and to determine all questions of fact and law that arise in any matter before the Arbitrator. The finding of an Arbitrator as to the facts and the meaning or violation of the provisions of the Agreement shall be conclusive, final, and binding on all of the Parties, including, without limitation, the Performers. The Arbitrator shall not have the power to amend, modify, add to, or delete any provision of this Agreement or any part thereof.

c) In order to encourage settlement of the dispute, with the agreement of the Parties, the Arbitrator may use mediation, conciliation, or other procedures at any time during the arbitral proceedings.

d) The cost, fees, and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent unless otherwise ordered by the Arbitrator pursuant to this provision. The Arbitrator may, in appropriate circumstances, order one Party to reimburse the other party for:

(i) their respective costs, provided that the maximum recoverable counsel fee at the hearing shall be $1,000.00 per full day of hearing;

(ii) their share of the Arbitrator’s fees, either in whole or in part.

e) The decision of the Arbitrator shall be issued in writing to the Parties to the dispute and to the Associations, and shall be conclusive, final, and binding on the Parties, including, without limitation, the Performers.

f) Upon mutual agreement of the Parties, the Arbitrator shall be entitled to deliver an oral or “bottom-line” decision forthwith, or as soon as practicable after the completion of the hearing and postpone the issuance of the arbitration award.

g) (Any time limits prescribed in this Article may be extended by mutual agreement of the Parties to the Grievance and the Associations. An Arbitrator may extend the time for the taking of any step in the Grievance and arbitration procedures despite the expiration of the time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the responding Party will not be substantially prejudiced by the extension. To the extent possible, arbitrators shall be selected on the basis of their knowledge of the interactive or Video Game industry.