

SONY PICTURES STUDIOS
10202 W. WASHINGTON BLVD.
THALBERG BLDG SUITE 1533
CULVER CITY, CA 90232

PAYROLL (Circle One): Axium Cast & Crew Entertainment Partners

START/EFFECTIVE DATE: _____

SONY PICTURES STUDIOS
TRANSPORTATION CAPTAIN & CO-CAPTAIN DEAL MEMO

Name: _____ The "Picture": _____

Captain [] or Co-Captain [] Prod.#/Budget Acct.#: _____

Address: _____ Social Security #: _____

Phone #: _____

Union Affiliation: 399 I-9 Form (circle One): *Submitted with Deal Memo*
On File at CSATF

Union Verified (name/date): _____ I-9 Form Verified by: (name/date) _____

BETTER CONDITIONS

Employee is hired hereunder as an occupation code 3501, "1st On Production Driver Gang Boss Hired" or occupation code 3502, "All Other Gang Bosses." Pursuant to Article 5 of the Local 399 Agreement, Employee is to receive the better terms and conditions of an occupation code 3500, including footnote 2 of the Local #399 Agreement. Accordingly, Employee is an exempt "On Call" employee.

Rate for Studio Work Week: _____

The Studio Work Week rate is based upon a five (5) day guarantee. Employee shall receive an additional one fifth (1/5) of the weekly rate for the sixth (6th) day worked and one fifth (1/5) of the weekly rate for the seventh (7th) day worked. Pursuant to the Local #399 Agreement, contributions to the MPIP&H Plans shall be fifty-six (56) hours for a 5-day work week, sixty-three (63) hours for a 6-day work week, and seventy-one (71) hours for a 7-day work week.

Rate for Distant Location Work Week: _____

The Distant Location Work Week is based upon a seven (7) day guarantee. Contributions to the MPIP&H Plans shall be seventy-one (71) hours per week pursuant to the Local #399 Agreement.

NOTE: THESE TERMS ARE NOT APPROVED UNTIL THE DEAL MEMO IS SIGNED BY THE DESIGNATED PRODUCTION EXECUTIVE. *NO SELF-DEALING – Employee shall not engage in any transaction on behalf of the Company in which the Employee has any direct or indirect financial or other interest without the advance written consent of the Company.*****

Notes: _____

By accepting employment, Employee agrees to the terms and conditions stated herein and on the reverse side. THIS AGREEMENT BECOMES EFFECTIVE ONLY WHEN SIGNED BY BOTH THE EMPLOYEE AND THE SONY PICTURES STUDIOS TRANSPORTATION EXECUTIVE.

AGREED TO: _____
(Employee)

APPROVED: _____
(Transportation Executive)

APPROVED: _____
(Production Accountant)

APPROVED: _____
(Production Executive)

APPROVED: _____
(Production Manager)

cc: UPM, Production Accountant, Production Executive, Transportation Executive, Employee

TERMS AND CONDITIONS (continued from reverse side)

1. Services are guaranteed as indicated on the reverse side hereof as: (a) a Daily Rate - for a period of one day; (b) a Weekly Rate - for a period of one studio workweek or a distant location workweek, whichever is applicable, and prorated after the first workweek for any period less than the full applicable workweek. No further guarantee of employment is made unless otherwise specified in this Deal Memo. This is not a "pay or play" deal or "run of the show" employment.
2. Before hire, Employee must comply with all governmental requirements, including providing Company with INS Form 1-9 and original documents establishing Employee's employment eligibility. Employee acknowledges that they must complete all payroll "start" information at the beginning of employment and turn in to their supervisor a complete timecard before they leave the place of employment on the last day of the production workweek. Employee further acknowledges that providing the foregoing documentation is essential in order for the Company to fulfill its obligation to issue payroll checks on time.
3. No purchases/rentals are permitted except under a Purchase Order ("PO") issued by the Production Accountant. Employee is responsible for all recoverable items purchased by Employee, to be collected and reconciled with the Production Accountant during wrap. Petty cash expenses not accompanied by original receipt will **NOT** be reimbursed. Employee is responsible for all hotel incidentals. Company is responsible for room/tax **ONLY**.
4. Except if authorized in writing by UPM, no work is authorized on any Holiday or (a) at studio 6th or 7th day, or (b) at a distant location, 7th day.
5. Company will provide transportation to/from distant location. Employees may not drive to distant location.
6. Company reserves its right to discharge Employee at any time subject only to the obligation to pay the balance of any compensation due, to the extent required by the applicable collective bargaining agreement, if any. This agreement is subject to immediate termination with no obligation to pay the balance of any compensation in the event of any incapacity or default of Employee or in the case of any suspension or postponement of production by reasons of labor controversy, strike, act of God, governmental action, regulation, or decree, or for any other customary "force majeure" reason.
7. Employee shall not engage in activities that might result in a conflict of interest with Company or Picture. Employee represents and warrants that Employee is not subject to any obligation that would interfere with or prevent the full performance of Employee's services hereunder which shall be on an exclusive basis. Employee may not use Employee's position with the Company for personal gain or profit. In the course of Employee's employment with the Company, Employee may not do business with any person or Company with whom Employee has a personal or financial relationship or interest. Employee may not sell or lease any equipment, securities, materials, or goods to the Company either directly or through third parties without the prior written approval of the UPM and the Production Administration Executive. Employee must disclose prior to submission for approval any personal relationship or financial interest connected with such transactions. Further obligations are set forth in the Code of Conduct.
8. Company is the sole, exclusive owner throughout the universe in perpetuity of the Picture and of all right, title and interest in and to the results and proceeds of Employee's services, which shall be a "work made for hire" for Company under the US copyright law. Company shall have the right to use, refrain from using, change, modify, add/or subtract from the results and proceeds of Employees engagement, and to the extent such results and proceeds cannot be a work made for hire, Employee hereby irrevocably assigns same to Company exclusively throughout the universe in perpetuity. Without limiting the foregoing, Employee hereby irrevocably assigns and grants to Company, throughout the universe, in perpetuity, the rights, if any, of Employee to any so-called Rental and Lending rights pursuant to any law of any jurisdiction. Employee acknowledges that any compensation payable hereunder and/or pursuant to an applicable collective bargaining agreement includes adequate and equitable remuneration for the Rental and Lending Rights and constitutes a complete buy-out of all Rental and Lending rights in perpetuity and agrees that Company shall collect and retain for Company's own account any and all amounts payable to or for Employee in respect of Rental and Lending rights.
9. Screen credit is at Company's sole discretion unless guaranteed by a union agreement. No main title, paid ad or other credit will be given unless countersigned by the Sr. VP of Production.
10. Cellular telephone usage is restricted to key personnel as stated in the Production Manual and will not be reimbursed unless pre-approved by UPM and noted on crew deal memo or start card. Non work-related cell phone usage will not be reimbursed.
11. Employee acknowledges that she/he has received copies of the following Company policies: the "Code of Conduct," the "Statement of EEO Policy," the "Unlawful Harassment Policy," and the "General Safety Guidelines for Productions" and agrees to observe each such policy.
12. Employee irrevocably grants to Company, its successors and assigns, the right to photograph and make motion pictures and sound recordings of Employee's image, likeness and voice for "behind-the-scenes" photographs and audiovisual work, and to reproduce, display and distribute the same in any manner and any medium whatsoever, in perpetuity, without further compensation.
13. Compensation is payment in full for all services of Employee with respect to the Picture (including, without limitation, compensation for appearances as an extra and behind the scenes works) and all rights granted by Employee hereunder.
14. Subject to the dispute resolution mechanism in the applicable collective bargaining agreement, if any, Employee's sole remedy for any breach of this agreement shall be for actual damages, if any. All rights to recover consequential, incidental and/or punitive damages are waived by Employee. Employee shall not be entitled to rescind this agreement or any rights granted to Company hereunder or to enjoin or restrain the production, distribution or exploitation of the Picture.
15. Employee shall not keep, duplicate, transfer, assign, disclose or sell any of the screenplays, story boards, design materials, software, photographs, film, videotape, digital recordings, technical and business information or other material or intellectual property related to the Picture (the "Material") that becomes available to Employee or that Employee makes by reason of Employee's services hereunder. Employee shall maintain all such Material in strict confidence and shall return all such material upon completion of employment. Employee acknowledges that use of cameras and all personal photography at the studio or location are strictly prohibited.
16. The terms and conditions of employment specified herein (as well as the provisions of any applicable collective bargaining agreement) are the entire agreement as to Employee's engagement and supersede any and all prior agreements whether written or oral. Any changes to this Deal Memo must be in writing and signed by the Employee and the Sr. VP of Production.
17. There will be a holiday hiatus from _____ through _____. Those persons employed on this production at that time may plan accordingly. This is intended only as a courtesy notice and should not be construed as a guarantee of employment or modification of Item 1 of the "Terms and Conditions" set forth on the Deal Memo. The Company reserves the right to modify the dates of this notice and will advise employees of any modification as early as possible.
18. Employee agree and acknowledges that Sony Pictures Studios may assign employee to render services to other producers.
19. All provisions of this deal are subject to and must provide no less than the terms and conditions of the Producer-Studio Transportation Drivers, Local #399 Agreement.