



## **Experimental AI and Dynamic Audio Commercial Waiver - Effective 4/1/25 - 3/31/26**

*The terms of this waiver are only applicable to dynamic audio commercials employing synthetic voices created through artificial intelligence ("AI") from audio recordings of performers. Dynamic audio advertising utilizes digital technology to create customized, audio-only ads, with elements of a commercial "dynamically" changed at the time of delivery to reflect the listener's specific circumstances, such as location, weather or time of day. Standard audio commercials may not be produced under the terms of this waiver.*

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### **Session**

60 minutes, \$577.50 per session, any additional session time paid in half-hour increments. Performer paid per session or per commercial recorded, whichever is greater. Session fee may not be applied towards use.

In all cases, Producer shall notify Performer of their intent to create an AI voice and shall get the Performer's prior written consent to creation of the voice.

### **AI-created commercials**

With Performer's written consent, Producer may use pre-existing recordings of Performer to create one or more commercials upon payment to the Performer of the following amounts: one session fee per commercial created.

This fee shall be payable irrespective of the source of the recordings used and whether the recordings are from work originally covered under a SAG-AFTRA agreement.

### **AI-created customization**

For the creation of customization elements using the performer's voice via AI technology, the performer shall be compensated an additional 50% of one session fee per commercial.

### **Use Fees**

Unlimited digital use for the time period specified:

4-week \$501.85

8-week \$602.22

13-week \$802.96

6-month \$1,094.94

1-year \$1,605.91

### **Health & Retirement Contributions**

Due on all compensation at the current rate.

### **Protection of Synthesized Voice**



Except as set forth in the Audio Commercials Contract, Producer shall have no right to use or authorize use of any part of the voice recordings upon which the AI voice is based, other than in connection with recording the original commercial and/or creating the AI voice, without separately bargaining the terms and conditions of the use with SAG-AFTRA and the affected Performer(s).

Producer shall take commercially reasonable steps to ensure the security of any AI-generated voice material created in whole or in part under this waiver, including to prevent unauthorized access, disclosure, or theft of the voice and to prevent unauthorized use of the voice by any third party. Producer will promptly notify SAG-AFTRA and the affected Performer(s) of any unauthorized access, disclosure, theft, or use of the voice.

Producer shall cease all use of the AI-generated voice and delete all copies of the voice when the employment relationship between the Producer and Performer ends.

**Other**

All other terms and conditions of the Audio Commercials Contract not modified above shall apply, including for any use outside of dynamic audio technology.