

ATTACHMENT 1 TO WGA CODE OF CONDUCT

RIDER W

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Code of Conduct ("Code") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and a subscribing talent agent, either individually or through a talent agency (collectively, "Agent") on the other hand. The purpose of the Code and of this Rider W is to regulate the conduct of the Agent in the representation of writers ("Writers") with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

SECTION 1 – INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT

By operation of the Code of Conduct, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

SECTION 2 – TERM AND TERMINATION

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
 - (1) If Writer is not offered employment which is subject to this Rider W from a responsible employer with respect to services covered hereunder during any period in excess of four consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the four month period but before service of a notice of termination, Writer accepts an offer of employment by a responsible employer;
 - (2) Any material breach by Agent of the provisions of the Code of Conduct or of Agent's fiduciary obligations to the Writer;
 - (3) If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;

- (4) If Agent represents a writer who has been denied membership in WGA or whose membership in WGA has been revoked by reason of acts prejudicial to WGA's welfare;
- (5) Agent's removal from the list of agents subscribing to the Code of Conduct, provided that such removal is final and all applicable appeal rights have been exhausted.

SECTION 3 – COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a motion picture under any applicable CBA.
- B. Agent's commission shall be payable when gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.

SECTION 4 -- ACCOUNTING

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

SECTION 5 - INFORMATION SHARING

Writer authorizes Agent to provide information to the Guild as required by the Code and consistent with the Guild's Working Rules.

SECTION 6 – DISPUTE RESOLUTION

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Code of Conduct:
 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;

- 2. Any dispute concerning the interpretation of, or the performance of any obligation under, the Code of Conduct;
 - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, or imposition of disciplinary action against an Agent, including suspension or removal from the list of subscribing agents. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185.

SECTION 7 – MISCELLANEOUS PROVISIONS

- A. This Rider W shall be effective as to each Agent upon the date the Agent subscribes to the Code of Conduct, and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:

DATED: _____ By _____
AGENT

DATED: _____ By _____
WRITER

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON _____.

THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.