

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT AS OF THIS TWENTY FIFTH (25th) DAY OF MARCH 2026 BETWEEN THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS (“ACTRA”) AND UBISOFT ENTERTAINMENT INC./UBISOFT DIVERTISSEMENTS INC. AND UBISOFT TORONTO INC. (“UBISOFT”) (KNOWN COLLECTIVELY AS THE “PARTIES”) IN CONNECTION WITH CHANGES TO THE UBISOFT VIDEO GAME AGREEMENT (THE “AGREEMENT”)

This Memorandum of Agreement reflects the complete understanding reached between the Parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement does not set forth contract language, except where the context clearly indicates otherwise.

The provisions of this Memorandum of Agreement modify the provisions of the 2023-2025 Agreement. All of the provisions of the 2023-2025 Agreement shall remain the same unless otherwise specifically changed as noted herein.

Except when another effective date is specified, the provisions herein shall be effective upon ratification by the Union. The Union shall immediately notify Ubisoft of the results of the ratification.

The undersigned representatives of Ubisoft and ACTRA do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their board/members for ratification of this Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2025 are renewed and/or modified subject to the following:

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- The Parties herein agree that the term of the Agreement shall be three (3) years from January 1, 2026 to December 31, 2028.
 - The Parties herein agree to temporarily extend all terms and conditions of the current Agreement up to and including April 30, 2026, or the date ACTRA provides Ubisoft notice the agreement is ratified, whichever is sooner. However, the Parties agree that a two and a half percent (2.5%) general fee increase will be implemented on January 1, 2026 effective upon ratification.
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General Fee Increase and Term of Agreement

22.1 This Agreement will become effective on January 1, 2023~~6~~ and remain in effect until December 31, 2025~~8~~. Either Party desiring to renegotiate shall give notice to the other Party in writing at least six (6) months prior to the termination date. Termination of this Agreement for any reason shall not affect any agreement entered into prior to such termination between Ubisoft and any ACTRA member, which will continue to be subject to this Agreement.

General Fee Increase of two and a half percent (2.5%) retroactive to January 1, 2026 upon ratification; three percent (3%) effective January 1, 2027; and three percent (3%) effective

January 1, 2028. These increases shall be compounded.

Note: *Conforming changes in the rates and applicable Articles*

SECTION XX. *NEW* ARTIFICIAL INTELLIGENCE

X.1 Definitions

(a) Generative Artificial Intelligence (GAI) The Parties acknowledge that definitions of ‘Generative Artificial Intelligence’ (GAI) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT, MidJourney, Adobe Firefly, Dall-E2). It does not include current ‘traditional AI’ technologies programmed to perform specific functions in game production such as those already used during all stages of production (e.g. facial and body tracking, stitching, solving and retargeting, audio cleaning, restoring and enhancing). The term GAI is used for convenience and shall also apply to any technology that is consistent with this definition, regardless of its name.

(b) Vocal Digital Replica means a digital replica capable of algorithmically generating new vocal performances in the voice of a specific Performer that is created:

(i) from vocal performances recorded in connection with an engagement on a Videogame Production under this Agreement or any prior version of the Agreement;

(ii) using digital technology and;

(iii) to independently generate new vocal performances not previously recorded by the Performer and in lieu of that Performer that are objectively identifiable as that specific Performer (including in the Role of a character).

(c) Real Time Generation means the generation of voiced dialogue in real time by a Vocal Digital Replica in any Videogame Production, where the voiced dialogue was not pre-generated or scripted by Ubisoft.

X.2 Consent for creation and use of Vocal Digital Replicas Performer’s consent to the creation and use of their Vocal Digital Replica must be:

(a) asked for no less than forty-eight (48) hours in advance of the time the Performer’s services are required, or at the time of engagement if the Performer is engaged less than forty-eight (48) hours in advance. If Ubisoft wants to use previous recordings to create a Vocal Digital Replica, consent must be asked for no less than forty-eight (48) hours in advance of the creation; and

(b) set forth in writing in a clear and conspicuous manner; and

(c) separately signed or initialed by the Performer; and

(d) subject to a reasonably specific description of intended use that includes:

- (i) whether the Performer is reprising a prior Role,
- (ii) title (or working title) of the Videogame Production (and franchise if applicable),
- (iii) Videogame Production genre (role playing, fighting, simulation, racing, puzzle, etc.),
- (iv) whether profanity, violence, sexual content or nudity will be depicted,
- (v) Whether their Vocal Digital Replica will be used for Real-Time Generation.

When a Performer is employed on a Videogame Production specifically identified to be part of a franchise, consent to use the Performer's Vocal Digital Replica in various Videogame Productions within the franchise may be negotiated at the time of initial consent, provided that Ubisoft gives a reasonably specific description of the intended use in such franchise and subject to the Performer and Ubisoft reaching an agreement on the compensation on a per Videogame Production basis subject to applicable minimums.

It is understood that nothing herein overrides Article 8 of the Agreement. Furthermore, no Performer may be required to appear in the nude while rendering services for the creation of a Vocal Digital Replica without the Performer's prior consent. In no event shall Ubisoft allow a Minor to appear in the nude while rendering services for the creation of a Vocal Digital Replica.

Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless specifically indicated otherwise in writing. In the event the Performer is deceased at the time Ubisoft seeks any required consent, Ubisoft shall obtain the consent of the authorized representative (or ACTRA, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's exclusive rights as determined by applicable law.

There shall be no reprisal for future engagement opportunities against a Performer who declines consent to the creation of their Vocal Digital Replica.

Ubisoft shall make commercially reasonable efforts to implement and maintain safeguards to ensure that Vocal Digital Replicas cannot be used to generate offensive, derogatory, defamatory, or discriminatory language not acceptable under the ESRB or PEGI age rating of the Videogame Production.

For clarity, consent of the Performer is not required to perform processing practices that may involve GAI for post-production alterations, editing, arranging, rearranging, revising or manipulating of sound track for purposes of noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of sound effects or filters, standards and practices, ratings, adjustment in dialogue or narration.

X.3 Consent and limitations on use of Vocal Digital Replicas

The consent granted by a Performer for the use of their Vocal Digital Replica is limited to the single Videogame Production for which it was created and covers all permitted uses under this Agreement.

(a) **In other Videogame Productions:** Consent for the use of the Performer's Vocal Digital Replica other than in the Videogame Production must be separately negotiated, and contracted prior to the use of the Vocal Digital Replica in the additional Videogame Production, but may not be obtained at the time of initial consent.

Consent for use of a Performer's Vocal Digital Replica in a subsequent Videogame Production must be separately negotiated and contracted prior to such subsequent use.

Such negotiated fee shall not be less than the rates provided in this Agreement for the Vocal Digital Replica usage.

(b) **In other media:** Consent for use of a Performer's Vocal Digital Replica for any other field, medium, marketing campaign (other than related to the Videogame Production, as detailed per Article 11 and Article 12), or merchandisable asset must be separately negotiated and contracted prior to such subsequent use.

Such negotiated fee shall not be less than the rates provided in this Agreement for Vocal Digital Replica usage.

The consent required by this provision must follow the terms above.

X.4 Compensation for the Creation and Use of Vocal Digital Replica(s)

When a Performer provides services for purposes of creating a Vocal Digital Replica on the same day the Performer performs other voice work for Ubisoft under this Agreement, any time spent by the Performer in connection with creating the Vocal Digital Replica shall be treated as work time.

For clarity, services for purposes of creating a Vocal Digital Replica can be made during a Voice Recording session without additional compensation provided the Performer has given prior consent.

In the event a Performer is required to provide services for purposes of creating a Vocal Digital Replica on a day when the Performer does not perform other work for Ubisoft under this Agreement, the Performer shall be compensated at a minimum of a 4-hour voice session fee (no Use fees apply for such session).

X.5 Compensation for use of generated scripted lines

If Ubisoft uses a Performer's Vocal Digital Replica to generate scripted lines in a Videogame Production, the Performer shall be paid no less than the minimum Voice fee for the number of sessions that a Performer reasonably would have been required to perform or record those lines in person. Ubisoft shall make good faith effort to estimate the number of sessions using objective criteria. Such compensation shall be considered a session fee, plus applicable Use fees (as per 15.1). Compensation for the integration of scripted lines generated through the Vocal Digital Replica is payable no later than 60 (sixty) days of public release of the Videogame Production.

X.6 Compensation and consent for use of Real Time Generation

ACTRA and Ubisoft discussed Real Time Generation in the 2025/26 negotiations and were unable to reach agreement on the appropriate Use compensation structure. The Parties agree that in the event Ubisoft wishes to create a Vocal Digital Replica for Real Time Generation in Canada during the life of this Agreement, Ubisoft will give notice to ACTRA to re-open negotiations and reach an agreement with ACTRA before creating such Vocal Digital Replica for Real Time Generation.

For clarity the Parties agree that all the rights and obligations set forth in Section XX "Artificial Intelligence" apply to Real Time Generation with the exception of Use compensation.

The Parties agree that this Article may be re-opened only for the purpose of entering into negotiations for the subject of compensation for use of Real Time Generation. Such re-opener negotiations are subject to the following conditions:

- (i) a written request of re-opener must be submitted by a Party to the other no later than six (6) months before the expiry of this Agreement and;
- (ii) Re-opener negotiations shall begin within thirty (30) days after the request is received, unless mutually agreed otherwise by the Parties and;
- (iii) Re-opener negotiations are strictly limited to the subject of compensation for use of Real Time Generation and;
- (iv) This provision is not intended to and does not re-open, modify or otherwise affect any other terms or conditions covered in or by operation of this Agreement.

X.7 **Control** Ubisoft expressly agrees not to utilize any portion of the Audition, recording or performance of a Performer for purposes other than those specified in the initial consent between the parties.

X.8 **Assumption of Rights**

If Ubisoft and/or its successors sell, license, assign, merge, transfer or otherwise dispose of any Video Game Production or any data produced under this Agreement or any rights contained in the Agreement (hereinafter “transfers”), to a successor, purchaser, or third party (hereinafter “transferee”), Ubisoft shall ensure that the transferee assumes all rights and obligations in connection with such transferred Video Game Production or data set forth in this (and any subsequent) Agreement.

Ubisoft shall provide written notice to ACTRA of any change of control within thirty (30) days, and ACTRA shall retain the right to enforce this Agreement directly against any new controlling party as if it were the original party.

The obligations set forth in X.8 shall survive any termination or expiration of this Agreement.

X.9 **Protection of Personal Information and Performer Data** Ubisoft shall protect the personal information of Performers in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or applicable provincial or territorial legislation.

A Vocal Digital Replica of a Performer shall be considered personal information of such Performer.

In the event of any data breach, as defined under PIPEDA, involving a breach of security safeguards or other loss, theft, or mishandling of Performer’s personal information, and/or performance-related data including, without limitation, name, image, voice, likeness, performance capture data, motion capture data, biometric identifiers, facial scans, body scans, recordings, Vocal Digital Replicas, in addition to compliance with applicable law, Ubisoft shall provide prompt notification to the Performer with a copy to ACTRA, setting forth the actual or approximate date of the incident, the nature of the incident, the number and names of the Performers affected (unless providing such information would be a breach of security safeguards) and Ubisoft shall promptly provide any other information ACTRA reasonably requests.

No recordings, performances, or biometric data of a Performer may be used to train or develop GAI systems (other than for the creation of a Vocal Digital Replica consented to as per this Agreement, or for processing practices) without the Performer’s express, advance written consent.

Any recordings or performances stored by Ubisoft in digital format will be securely stored so that unauthorized third parties may not gain access to the files containing Performer’s voice, image, or likeness, and if such files are stored in cloud-based environments or third-party platform, Ubisoft agrees to safeguard or have such third-party platform safeguard

through encryption or other “up-to date” technological means. Failure outside of the control of Ubisoft (such as intrusion by a malicious third party) shall not be considered a breach of this provision. In such circumstances, when known, Ubisoft shall immediately provide prompt notification to ACTRA and the affected Performer(s).

X.10 **Consent Suspension** Performers’ consent to generate new material using their Vocal Digital Replica will be automatically suspended in the event of an unfair producer declaration, or in the event of a strike or lockout for a Videogame Production that is subject to the strike or lockout, or the unfair producer declaration.

For Real-Time Generation, even in the event of an unfair producer declaration, a strike or lockout, once a Vocal Digital Replica has been incorporated into a Videogame Production that has been publicly released for purposes of Real-Time Generation, Performers may no longer suspend their consent to generate new lines with their Vocal Digital Replica for purposes of Real-Time Generation.

X.11 **Technological, legislative and regulatory evolution** The Parties agree to good faith discussions during the Semi-Annual Business Review meetings should material changes in generative technology, applicable legislative and regulatory frameworks, or industry standards arise during the term of the Agreement, to ensure the Agreement remains appropriate and current.

X.12 For clarity, the provisions of Part G and Part H of the IPA do not apply to this Agreement.

X.13 Claims for violation of this Section are arbitrable under the general provisions of this Agreement, with Parties doing best effort to select a labour relations arbitrator who has relevant expertise and experience to resolve claims pertaining to these artificial intelligence terms.

X.14 The Parties agree to meet during the Semi-Annual Business Review to discuss, review and update information related to GAI as it applies to performance in Videogame Productions.

DEFINITIONS

2.11 **Intimacy Coordinator** ~~means someone engaged to implement proper protocols for Motion Capture, Performance Capture or stunts scenes involving nudity and/or scenes of an intimate, sensitive or sexually violent nature, physical intimacy, simulated sexual activity and/or sexual violence. They also act as movement coaches, actor advocates and a liaison between Production and the Performers for scenes involving nudity and/or scenes of an intimate, sensitive or sexually violent nature , physical intimacy, simulated sexual activity and/or sexual violence (see Article 14 for compensation). The Intimacy Coordinator must be a member of ACTRA and be an experienced Intimacy Coordinator.~~

The Intimacy Coordinator’s responsibilities include, but are not limited to:

(a) working with Performers to set the language for inclusion in nudity, physical intimacy, simulated sexual activity and/or sexual violence riders;

(b) ensuring that closed set protocols are adhered to;

(c) acting as a movement coach for scenes involving any nudity, physical intimacy, simulated sexual activity and/or sexual violence;

(d) ensuring proper personal protective equipment (PPE), barriers, and any other necessary materials are in place and available for Performers.

(e) acting as an advocate for a Performer engaged in scenes of nudity, physical intimacy, simulated sexual activity and/or sexual violence, and a liaison between the Performer and Production.

2.17 **Physical Exertion** is a Motion Capture session which involves repetitive and/or continual movement that would be considered strenuous for the average person, such as, but not limited to, running, crouching, and/or jumping, where the engineering and performance of stunt work is not required from the Performer, nor is the Performer required to undertake a Risk Performance.

The presence of a Stunt Coordinator, a paramedic or a registered nurse on set is not required. Stunt Adjustment does not apply to Physical Exertion. Performers engaged to perform Physical Exertion ~~may request and~~ will be granted a 5 minute rest break every hour (and may request additional time) during which they shall not be required to provide any work.

Performers shall be told in advance of Booking that they are performing Physical Exertion and shall be given specific notice of the types of movements and/or activities that will be required.

2.18 **Platform** means any and all existing and future offline and/or online ecosystems of technologies, systems, networks, applications and/or services, and all related hardware/peripherals, on which an Interactive videogame can run, including without limitation:

(a) Computers: PC, Mac, virtual computers and/or similar equipment, regardless of their operating system (including without limitation Windows, Linux, Mac OS);

(b) Consoles: all types of home, handheld and/or virtual/remote consoles including without limitation Xbox ~~One Series~~, PlayStation 4~~5~~, Nintendo Switch 2;

(c) Handheld platforms: any wireless platform such as smartphones, tablets, autonomous virtual, augmented and/or mixed reality devices and Interactive videogame portable consoles;

(d) Cloud gaming technology and remote servers;

(e) Set-top-boxes and/or smart/connected TV

OBLIGATIONS OF UBISOFT

3.4 **Copy of Agreement** Each Performer (and/or Performer's agent) whose services are retained by Ubisoft shall be given a copy of the ACTRA/Ubisoft Agreement, before the engagement. ~~shall not be publicly disclosed however it shall be available to ACTRA members in a secured members portal of the ACTRA website and/or available upon request from Ubisoft.~~ It is understood that the Performer has the burden of confidentiality regarding the details of such their engagement where the Non-Disclosure Agreement (NDA) applies.

Neither party will disclose any terms of this Agreement, except:

- (i) ~~to persons employed by ACTRA, ACTRA Performers and/or Agents;~~
- (ii) ~~to persons employed by Ubisoft, on a need to know basis;~~
- (iii) ~~to Arbitrators, Mediators and/or Conciliators.~~

The parties may issue a jointly approved press release announcing a new agreement has been signed. Each party has the right to use the other party's name in its customer lists or promotional documents that incorporate such lists.

This does not restrict in any manner access to the Agreement by persons employed by either ACTRA or Ubisoft, Agents or for any dispute under the Agreement. For clarity, nothing in this article restricts ACTRA from publicly communicating the terms of the Agreement with its membership for the purpose of ratification of the Agreement.

PREFERENCE OF ENGAGEMENT

4.2 **Auditions** Ubisoft commits itself to real and bona fide casting sessions respecting preference of engagement for ACTRA members in a professional ~~a~~Audition environment consistent with good industry standards. This shall include:

- (i) Stet
- (ii) a. Subsequent ~~a~~Auditions (call backs) for the previously auditioned ~~r~~Role shall have no such restrictions.

~~b. 7.2~~ **Audition Recall** (i) When a Performer is required to attend a third (3rd) or subsequent Audition, Ubisoft shall compensate the Performer for expenses incurred by paying an amount not less than ~~\$95.00/\$98.00/\$101.00~~ \$101.50/105.50/\$109.25 for each hour or part thereof. When self-tapes are required by Ubisoft, the self-tape is considered a first Audition or Audition recall for the purposes of this Article.

~~c. 7.2~~ (ii) For virtual live voice Audition recalls, no Performer shall be required to assume primary responsibility for recording, monitoring and adjusting sound levels, or editing the Audition.

- (iii) When an ~~a~~Audition requires Vocal Stress, Ubisoft shall make best efforts to provide either an in-person ~~a~~Audition session or make a studio or other recording facility available for self-tape purposes in cities where Ubisoft game production facilities exist in Canada. Any Self-tape Auditions requiring Vocal Stress may only be requested for one take, per line, per Role.
- (iv) Stet
- (v) Ubisoft shall make best efforts to provide character breakdowns, (including whether the Audition is to be performed with a specific accent or dialect), sides and/or scripts to Performers three (3) full business days and in no event less than forty- eight (48) hours prior to an Audition.
- (vi) Stet
- (vii) ~~**Virtual and Self-tape Auditions**~~ For virtual and self-tape Auditions, Ubisoft will not require complicated, elaborate or technical camera movements, zooms or angles, or elaborate costumes, hair or makeup. If a Performer is called for an ~~an~~ Self-tape Audition recall, ~~The Performer may request feedback~~ Ubisoft shall provide feedback or additional information in advance of said Audition recall.
- (viii) The Producer shall provide accommodations to a Performer with a disability when required by applicable human rights legislation.
- (ix) Self-tapes shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose.
- (x) For Auditions, the Producer may not make a recording available publicly without the prior written consent of the Performer, which must be obtained at the time of use.
- (xi) The Producer shall take reasonable and concrete steps to ensure that proper Audition facilities are used when auditioning Performers, including but not limited to a closed Audition space with proper lighting and adequate acoustic insulation to ensure the Performers' privacy, as well as washrooms that are cleaned regularly. No Auditions or meetings shall be conducted in private hotel rooms or residences where the Performer is alone with a representative of Production.

Corresponding changes to Article 7.2

CONDITIONS OF ENGAGEMENT

- 5.1 **Booking Notice** The ~~b~~Booking shall be confirmed, verbally or in writing (including by email) with the Performer or their agent within twenty-four (24) hours of the ~~b~~Booking, whenever

possible.

To the extent known at the time of the ~~b~~Booking, a description of the ~~r~~Role to be played and the nature of the work must be given. Such description should include:

- (i) Stet
- (ii) Stet
- (iii) Stet
- (iv) Stet
- (v) Stet
- (vi) What types of Stunts will be planned, including but not limited to, type(s) of martial arts, falls, aerials, rigging, etc.
- ~~vi~~(vii) Stet
- ~~vii~~(viii) Stet
- ~~viii~~(ix) Stet
- ~~ix~~(x) Stet

All Performers shall be subject to a non-disclosure agreement as per section 7.15.

CONDITIONS OF WORK

- 7.3 **Production Information (Call Sheet)** When a Performer is required for a Motion Capture or, Performance Capture, Physical Exertion, or Stunt session, Ubisoft shall use reasonable efforts to provide them a schedule of scenes or shot list to be recorded during that session, mealtimes, and production contacts. Every reasonable effort will be made to schedule lead Performers so they are not required to wait an excessive amount of time.

NUDITY, INTIMACY, SIMULATED SEXUAL ACTIVITY AND/OR SEXUAL VIOLENCE

- 8.1 The following conditions are intended to ensure that when Performers are engaged for content involving any nudity, physical intimacy, simulated sexual activity and/or sexual violence, they have adequate notice of what is expected, an opportunity to provide meaningful consent, and measures are in place to ensure their safety and protection against abuse. Where this section is silent, Article A24 of the IPA applies. ACTRA and Ubisoft agree to work cooperatively so that the principles of this Article are honoured.
- 8.2 In the event nudity, physical intimacy, simulated sexual activity and/or sexual violence ~~is~~are required of any Performer at any time, ~~outside of a Cyber Scan, the provisions of the IPA apply.~~ an Intimacy Coordinator must be engaged.
- 8.3 Ubisoft will also consider in good faith any reasonable request by a Performer to engage an Intimacy Coordinator for other scenes. There shall be no reprisal against a Performer who requests an Intimacy Coordinator.
- 8.34 No sex acts shall be required of any Performer at any time.

- 8.35 No Performer will be required to provide a nude photo at any time.
- 8.36 No Performer shall be required to disrobe in whole or in part prior to being booked.
- 8.47 A full disclosure of the specific requirements for content involving nudity, physical intimacy, simulated sexual activity and/or sexual violence in the form of a detailed description shall form an attachment to the Performer's contract. Such attachment must include:
- (i) the maximum amount of any nudity, physical intimacy, simulated sexual activity and/or sexual violence required of the Performer for a ~~Cyber Scan session~~;
 - (ii) Stet
 - (iii) Stet
 - (iv) Stet
 - (v) Stet

Where available, the attachment may also include the following:

- (vi) Stet
 - (vii) Stet
- 8.58 Such contract and attachment must be submitted to the Performer in writing at least forty-eight (48) hours in advance of when the Performer is required to sign or commence rendering services. Ubisoft shall notify appropriate staff with an essential business purpose of the applicable requirements.
- 8.69 Stet
- 8.710 When Performers are being scanned nude or semi nude or are shooting content which involves nudity, physical intimacy, simulated sexual activity and/or sexual violence, the session will be closed to all persons (and remote observation is prohibited) except for those who have a direct, professional or technical need to be present.
- 8.711 Unauthorized use of cell phones, mobile devices and personal cameras is prohibited.
- 8.8 ~~In Cyber Scan sessions with Performers requiring any nudity, only the necessary number of persons up to a maximum of three (3) people who have a direct, professional or technical need may be present or observe the session.~~
- 8.912 Stet
- 8.103 ~~No excerpts, clips or stills of Performers which involves any nudity, physical intimacy, simulated sexual activity and/or sexual violence shall be recorded.~~
- 8.114 Stet

STUNTS

9.1 **Stunt Coordinator** A Stunt Coordinator shall be engaged for any stunt or Motion Capture or Performance Capture Session where stunt(s) and/or Risk Performance(s) are to occur. Such Stunt Coordinator is responsible for the creation and engineering of stunts and the recommendation to Ubisoft of suitable Performers capable of performing such stunts and (when applicable) Key Riggers and Stunt Riggers. The Stunt Coordinator must be a member of ACTRA and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of Ubisoft, the Stunt Coordinator is responsible for recommending:

- (i) the number and category of personnel required for the stunt, including (if applicable) Key Rigger and Stunt Riggers;
- (ii) the amount of stunt adjustment that is required for each performance of each stunt; ~~and~~
- (iii) the safety precautions that are required for each stunt; ~~and~~
- (iv) stunt plan as prepared by the Stunt Coordinator (if required by ACTRA) and;
- (v) Rehearsal time if applicable

The Stunt Coordinator in consultation with Ubisoft shall communicate to the Performer the type of stunt(s) or movement(s) that will be planned for the session(s).

9.5 **Safety and Protection of Performers when doing Hazardous Work**

a) A paramedic or registered nurse shall be present on all sets where hazardous work is planned. Ubisoft shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.

b) To ensure the safety of Performers, rigging installation must be done exclusively by Key Riggers and Stunt Riggers, and operated by qualified Performers as designated by the Key Rigger.

9.XX ***NEW* Minimum Call** The minimum call, including Rehearsals, for Stunt Coordinators is an eight (8) hour day.

Renumber Article 9 and update rate charts, as applicable

CREDITS

10.3 When credits exist, Ubisoft shall place at the end of each Interactive videogame a list of credits naming only the human Performers and their character names in Lead any rRoles, as well as Performers who performed stunts, Motion Capture, including Motion Capture work performed for Lead roles, and additional voices. In any case Ubisoft will make reasonable efforts to credit such Performers on IMDb and make reasonable efforts to assist a Performer engaged on a Videogame Production who is unable to obtain from other sources the corroborating information needed to correct or add a credit on IMDb. The ACTRA logo shall also be included on the credits.

ADMINISTRATION AND I&R PAYMENTS AND DEDUCTIONS

13.1 From January 1, 2026 to December 31, 2026 Ubisoft shall remit to ACTRA a contribution of ~~twelve percent (12%)~~ and ~~one-half percent (12.5%)~~ of Gross fees (including Use fees but excluding PRS fees) for the Insurance and Retirement (I&R) accounts of all Performers who are members, and equivalent Equalization payments for all Performers who are not members (per IPA Article A3703).

On or after January 1, 2027 Ubisoft shall remit to ACTRA a contribution of ~~twelve and one-half percent (12.5%)~~ thirteen percent (13%) of Gross fees (including Use fees but excluding PRS fees) for the Insurance and Retirement (I&R) accounts of all Performers who are members, and equivalent Equalization payments for all Performers who are not members (per IPA Article A3703).

13.2 In addition, an administration fee of ~~two and one-half percent (2.5%)~~ of Performers' Gross fees (including Use fees but excluding PRS fees) is payable to the local office of ACTRA.

13.3-13.7 Stet

USE FEES

15.2 Use fees are not applicable to the following categories of performance:

(i) to (vi) Stet

(vii) Creation of a Vocal Digital Replica (on a day when a Performer does not perform other work for Ubisoft under this Agreement)

15.5 **Facial Likeness** can only be used with the Performer's prior consent and informed knowledge of the content and context in which it will be used. Payment of the Facial Likeness session fee entitles Ubisoft to thirty (30) years' Use of the Facial Likeness. Upon payment by Ubisoft to the Performer of the Facial Likeness session fee, Ubisoft shall be entitled to worldwide Use of the Performers' Facial likeness onto characters in one Videogame Production, its Downloadable Content, add-ons and expansion packs, and in Excerpts used in Documentaries and Web Series (as per section 11.3 above) for a period of thirty (30) years from the date of their first commercial exploitation on any Platform.

The Use of any data resulting from Cyber Scans Full Body, (clothed or any nudity) and/or nude shall does not require include any payment for Use of Facial Likeness. A Cyber scanned Performer shall receive a separate fee and give a separate consent to the Use of Facial Likeness, that may be on the same or on a separate contract.

INTEGRATION

16.1 ~~16.2~~ Archival Previous Recordings: During this Agreement term, and with the Performer's written consent, Ubisoft shall be entitled to integrate material from an original Gameplay performance session recorded prior to 2023-Jan-01 in the categories of Motion Capture and Stunts into new Ubisoft Videogame Productions. Unless otherwise agreed, at the expiry of this Agreement (20258-Dec-31), Ubisoft shall not integrate or use such performance data in any manner, provided that Ubisoft will have no obligation to take down such performance data from Videogame Productions in which it has already been integrated.

16.2 ~~16.1~~ New Previous Recordings: Ubisoft ~~was~~ ~~is~~ ~~shall~~ be entitled to integrate a Performer's original Gameplay performance recorded on 2023-Jan-01 to (Date of ratification) ~~or thereafter~~ in the categories of Motion Capture, Stunts and Physical Exertion into new Ubisoft Videogame Productions. At the expiry of seven (7) years from the original recording date, Ubisoft shall not integrate or use such performance data in any manner, provided that Ubisoft will have no obligation to take down such performance data from Videogame Productions in which it has already been integrated.

16.3 New Recordings: During this Agreement term, and subject to the Performer's written consent obtained no later than at the time of booking (as per 5.1), Ubisoft shall be entitled to integrate a Performer's original Gameplay performance recorded on (Date of ratification)* to 2028-Dec-31 in the categories of Motion Capture (including Motion Capture with Facial Capture), Stunts and Physical Exertion. Ubisoft shall be entitled to integrate such performances within the franchise and shall pay 1.5x session fee (as per 16.5(i)). At the expiry of ten (10) years from the original recording date, Ubisoft shall not integrate or use such performance data in any manner, provided that Ubisoft will have no obligation to take down such performance data from Videogame Productions in which it has already been integrated.

For clarity: No booking (even if confirmed by an agent) shall be valid without the Performer's written consent, obtained no later than at the time of booking.

16.4 ~~16.3~~ Qualifications and Conditions:

- (i) Only Motion Capture, Motion Capture with Facial Capture, Stunts, and Physical Exertion data coming from Gameplay can be used for integration.
- (ii) Motion Capture, Motion Capture with Facial Capture, Stunts, and Physical Exertion data can only be integrated into Gameplay. No Performer data may be integrated from or to Cinematics.
- (iii) Performer data is not permitted to be sold, used or shared outside of Ubisoft.
- (iv) For new recordings, the Performer must be notified at the time of booking if they are contracted for any Gameplay. If the session

includes any Gameplay, this will be indicated on the Performer’s Contract, and the Performer must receive the integration multiplier for the session.

16.516.4 Minimum Rates: Payment of Motion Capture, Motion Capture with Facial Capture, Stunts and Physical Exertion, for Gameplay, shall be compensated per the charts outlined below.

- (i) **New Recordings:** All Performers who are contracted to perform Motion Capture, Motion Capture with Facial Capture, Stunts and Physical Exertion, for Gameplay shall be paid ~~1.33x~~ 1.5x session fee.

2025 Session Fees + Integration – Effective Upon Ratification to 2026-Dec-31 <i>(X% General Increase)</i>					
Category	2 hour call	4 hour call	8 hour call	hourly rate	overtime (per hour)
Motion Capture	\$537	\$862.5	\$1438.5	\$181.5	\$267
Motion Capture with Facial Capture	\$1045.5	\$1359	\$1918.5	\$240	\$360
Stunt Performer	N/A	N/A	\$2158.5	\$270	\$400.5
Physical Exertion	N/A	\$1291.5	\$2158.5	\$270	\$400.5

- (ii) **Previous Archival Recordings:** The Performer will be paid an integration multiplier of .60x of the applicable current session fee (Article 14.1, excluding Integration). The Performer will be paid for each session used for integration.

Subject to general wage increase

**New Recordings is only applicable on date of ratification to December 31, 2028.*

**For Gameplay work performed between January 1, 2026 and date of ratification, performers shall be given the retroactive general wage increase and they will be paid the retroactive session fee of and the .33 integration multiplier and the data will be treated as previous recording per Article 16.2.*

Letter of Understanding

Between

the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter “ACTRA”)

and

Video Game Agreement
ACTRA and UBISOFT – Memorandum of Agreement

Ubisoft Divertissements Inc. and Ubisoft Toronto Inc. (collectively hereinafter “**Ubisoft**”)

(Incorporated into the Agreement)

Respectful Workplace and Consent Based Initiatives

ACTRA and Ubisoft are committed to working collectively to ensure that their respective workplaces are safe, respectful and interactions are consent based.

Ubisoft and ACTRA agree to develop resource materials that will be used in training all personnel in consent based and respectful workplace behaviour at Ubisoft work locations. Such material will be developed and available for use by the end of the first year of this Agreement.

Materials to include:

- A joint statement outlining ACTRA and Ubisoft’s commitment to a harassment and violence free workplace which will be posted in common areas and changerooms.
- Videos, other visual and/or oral presentations and educational modules for the orientation and ongoing training of performers, employees, management, staff and other contractors that visit Ubisoft work locations.
- Website ~~and phone number~~ for HAVEN (<https://havenonline.ca>/<https://www.actra.ca/haven/> - 1-855-201-7823) and email address and phone number for UBCP/ACTRA (report.it@ubcpactra.ca - 604-689-0727), where performers may contact to report harassment or discrimination.

Semi Annual Business Review Meeting

Letter of Understanding

Between

the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter “ACTRA”)

and

Ubisoft Divertissements Inc. and Ubisoft Toronto Inc. (collectively hereinafter “Ubisoft”)

Pursuant to Article 21, ACTRA and Ubisoft agree to a semi-annual business review meeting starting June 2023⁶. In advance of these semi-annual meetings Ubisoft shall provide to ACTRA, in electronic form the following information which includes but is not limited to:

1. Stet
2. Stet
3. Stet
4. Stet
5. Stet

6. Stet

7. Aspects of the casting process and practices – Discussion

HOUSEKEEPING

1. Where there is reference to “nudity”, “intimacy”, “simulated sexual activity” and/or “sexual violence”, in the 2020-2022 round of negotiations, the language was updated to reflect “nudity, intimacy, simulated sexual activity and/or sexual violence,” and the parties missed updating all of the references in the agreement. All references will be updated with the exception of 14.1, 15.5, and 15.7.
2. Remove reference in the agreement to “(see Article 14 for compensation)” where applicable as it is redundant.
3. Article 21: Add Semi to the title of Article to be consistent with the language
4. Roman numerals are inconsistently formatted throughout the Agreement. Changing the formatting to double brackets where applicable.
5. Remove “& Temp Tracks” from *Performance Capture & Temp Tracks* and update the fees chart

Category	2 hour call	4 hour call	8 hour call	hourly rate	overtime (per hour)
Performance Capture & Temp Tracks	N/A	\$1,250	\$2,236	\$452 \$275	\$683 \$414