

Entertainment Industry Benefit Plans Sample Contract Language

The Company agrees, in addition to all wages and other sum required to be paid hereunder, to make contributions on behalf of each employee covered by this agreement to the Entertainment Industry Benefit Plans ("The Plan") or its lawful successor. During the period from ___/___ to ___/___, the Company will make contributions on behalf of each such employee in the sum of:

- [] \$____ per day
- [] \$_____ per hour [] _____% of gross wages

[] based on all wages including penalties

[] based on all wages excluding penalties

- [] based on straight time wages including penalties
- [] based on straight time wages excluding penalties

to be divided as follows:

[] \$____ per day

[] \$____ per hour []____% of gross wages

to the Entertainment Industry Flex Plan for health benefits

[] \$____ per day [] \$____ per hour

[]____% of gross wages

to the Entertainment Industry 401(k) Plan for retirement benefits

of all such employees hereunder, at the beginning of each month commencing when each of the required positions is initially filled, for each required position in which the employee is compensated at any of the ______ rates specified in Article _____.

The Entertainment Industry Flex Plan and Entertainment Industry 401(k) Plan are Trusts, operated pursuant to the terms and provisions of written Trust Agreements and employer agrees to be bound by all the terms and conditions of the Trust Agreements as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreements.

Payment of contributions to The Plan as herein provided must be received by The Plan by the 15th day of the calendar month following the payroll month in which the Employee worked and shall be deemed delinguent thereafter. Payment of contributions to The Plan is otherwise subject to the rules, regulations and procedures of The Plan. Voluntary employee contributions have a limitation of 85% and must be remitted as soon as they may be segregated from the general assets of the employer, but in no event be received later than 15 business days after the day the funds are withheld from Employee's wages in accordance with 29 CFR 2510.3-102. For more information go to www.flexplan.com/remit or www.ei401kplan.com/remit

Payments and remittance report should be mailed to:

Entertainment Industry Benefit Plans PO Box 60669 Los Angeles CA 90060-0669

PO Box 17928 Los Angeles, California 90017-0928 Telephone (323) 993-8888 (888) FLEX-401K (353-9401) Fax (323) 993-8834 www.ei401kplan.com www.flexplan.com