

**X.           Exculpatory Clause**

The Producers agree that they will not make any claim or institute or join any suit or proceeding in any tribunal against the IATSE by reason of, or otherwise seek to hold the IATSE responsible for any acts, conduct or omissions on the part of any chartered Local Union or any of its members, unless such acts, conduct or omissions were actually and in fact instigated or done by the IATSE. In respect to any such questions of alleged liability of the IATSE, it is agreed that the General Executive Board or the International President or his duly designated International Representative shall be the only body or person authorized to act as agent or representative for and on behalf of the IATSE.

The IATSE, its officers, agents and members shall not be held liable in any manner whatsoever for any strike, slowdown, work stoppage or any other form of action which results in cessation, stoppage or delay of work or production, unless such action is officially authorized by the IATSE, nor will the IATSE be held liable for any unauthorized acts or activities of its officers, agents or members. The IATSE agrees that it will, upon receipt of notification from the Producers of such acts or activities, promptly advise its members that such acts or activities are unauthorized by the IATSE, and will use its best efforts to require a discontinuance of such cessation, stoppage or delay of work or production.

The IATSE agrees that it will not sanction any strike by any of the West Coast Studio Locals against any Producer, except in the event of a material breach of a provision of this Basic Agreement. Prior to calling a material breach, the President of the IATSE shall meet with the President of the AMPTP to discuss the matter. Such meeting shall be without prejudice to the parties' positions as to the materiality of the alleged breach.