

ARTICLE 4.

GUILD SECURITY

During the term of this Agreement, the Company will maintain in its employ as Directors, Associate Directors or Stage Managers only such persons who are members of the Directors Guild of America, Inc. in good standing or who shall make application for membership in the Directors Guild of America, Inc. within the time permitted by law.

Subject to the provisions of this Article and to the extent that it shall be lawful so to do, the Employer agrees that in every future employment agreement it enters into with an Employee, the Employee shall promise to be or become a member of the Guild in good standing, as herein provided, and shall remain so for the duration of the employment agreement; that subject to the provisions of this Article and to the extent that it may be lawful so to do, the Employer shall require such person to agree that if he or she shall fail or refuse to so become or remain a member of the Guild in good standing, as herein provided, the Employer will terminate its further obligations under such employment agreement. The terms of this Agreement shall be part of such employment agreement.

The term "member of the Guild in good standing" means a person who offers to pay (and, if the Guild accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of applicable law.

Before termination of any employment becomes effective, the Guild shall give written notice to the Employee of the initiation, reinstatement or upgrade fee and/or delinquent dues payable. If the Employee fails to pay such fees and dues, the Guild shall give written notice to the Employer of such failure and the amount of fees and/or dues payable. If such amount is paid within five (5) days after such notice to the Employer, the Employee's dismissal shall not be required by reason of non-payment of such fees or dues.

The term "*dues*," as used in this Article 4, shall not include fines, penalties, assessments or initiation fees.