



**SCREEN ACTORS GUILD - AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS
INTERIM AGREEMENT**

This Interim Agreement (“Agreement”) is entered into between Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter “SAG-AFTRA”) and _____ (hereinafter “Producer”), an entity that is a bona fide employer of performers and actors in a television motion picture, theatrical motion picture, episodic series or multi-part closed end picture presently entitled _____ (hereinafter “Picture”) (SAG-AFTRA and Producer collectively hereinafter referred to as “the Parties”). The Parties have executed one or more of the following agreements: the (1) 2014 SAG-AFTRA Codified Basic Agreement, as modified by the 2017 and 2020 Memoranda of Agreement (“Basic Agreement” or “CBA”); (2) the promulgated low budget agreements premised on and adhering to the Basic Agreement; (3) the 2014 SAG-AFTRA Television Agreement, as amended by the 2017 and 2020 Memoranda of Agreement, and the new media/HBSVOD/HBAVOD sideletters (collectively referred to herein as the “Television Agreement” or “TVA”) (all three collectively hereinafter referred to as the “Agreements”).

The Parties recognize that the July 12, 2023 expiration of the Agreements, the negotiations between SAG-AFTRA and the Alliance of Motion Picture and Television Producers (“AMPTP”) for a successor to the Agreements, and the subsequent labor disruption have created uncertainty that may adversely impact the ability of motion picture producers to initiate and complete pictures. Producer and SAG-AFTRA desire harmonious labor relations by agreeing to the terms and conditions that will govern the employment of performers covered by the Basic Agreement and Television Agreement during and after any labor action that may occur.

The Parties have therefore agreed, on an interim basis to modify, to the extent set forth herein, certain terms and provisions of the Agreements with respect to employment of performers and background actors in the Picture. Unless otherwise stated, all such modifications are effective July 13, 2023 through such date as a Successor Agreement is agreed, as outlined in Section 7, below.

It is therefore agreed between Producer and SAG-AFTRA as follows:

1. Minimums, Salaries

a. Minimums

Effective July 1, 2023, and except as otherwise provided in this instant Interim Agreement, all minimum rates, including base salary, rates applicable to any remaining grandfathered "high budget" SVOD series still in production, schedule breaks (except where specifically modified below), network prime time ceilings, "floors" applicable to clip use in New Media, second and subsequent basic cable licenses and secondary digital channels are increased by 11%. In the event that this Interim Agreement remains active on July 1, 2024, the same rates should increase by an additional 4%. In the event that this Interim Agreement remains active on July 1, 2025, the same rates should increase by an additional 4%.

b. Schedule Breaks

Schedules D, E, F, G-II, H-II and H-III for contracts entered into on or after July 1, 2024 (modifying Section 11.A. of the General Provisions of the Codified Basic Agreement) are amended as follows:

Schedule D -- Television multiple picture performers receiving \$5,150 or less per week and guaranteed less than \$32,000 per television picture (less than \$56,320 per television picture for contracts entered into on or after July 1, 2024) and theatrical multiple picture performers receiving \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after July 1, 2024) and guaranteed less than \$65,000 per theatrical picture (less than \$114,400 per theatrical picture for contracts entered into on or after July 1, 2024).

Schedule E -- Television contract performers whose weekly guaranteed salary is \$5,150 or less per week and theatrical contract performers whose weekly guaranteed salary is \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after July 1, 2024).

Schedule F -- Television contract performers whose weekly guaranteed salary is in excess \$5,150 per week and theatrical contract performers whose weekly guaranteed salary is in excess of \$6,200 per week (in excess of \$6,350 per week for contracts entered into on or after July 1, 2024); television multiple picture performers receiving more than \$5,150 per week or who are guaranteed \$56,320 or more per television picture; theatrical multiple picture performers receiving more than \$6,200 per week (\$6,350 or more per week for contracts entered into on or after July 1, 2024) or who are guaranteed \$114,400 or more per theatrical picture; performers employed under television "deal contracts," or otherwise, who are guaranteed \$56,320 or more per television picture; performers employed under theatrical "deal contracts," or otherwise, who are guaranteed \$114,400 or more per theatrical picture; performers employed in multi-part closed-end pictures receiving more than \$5,150 per week and who are guaranteed \$70,400 or more for the multi-part picture.* * *

Schedule G-II -- Professional singers employed by the week on television at \$5,150 or less per week and professional singers employed by the week on theatrical productions at \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after July 1, 2024). * * *

Schedule H, Part II -- Stunt performers employed by the week on television at \$5,150 or less per week and stunt performers employed by the week on theatrical productions at \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after July 1, 2024).

Schedule H, Part III -- Stunt performers employed by the week on television at more than \$5,150 per week and stunt performers employed by the week on theatrical productions at more than \$6,200 per week (more than \$6,350 per week for contracts entered into on or after July 1, 2024).

c. Additional Terms Applicable to Schedule F Deal Performers

With respect to performers under deal contracts, the overall amount of work time shall be a matter of individual bargaining subject to the following conditions:

- i. The amount of work time and overall production time shall be specifically stated in the performer's contract; and
- ii. On a per week basis, the guaranteed salary shall be no less than the applicable Schedule C weekly minimum from the time performer commences services on the Picture until they conclude services. Producer and performer may agree that any time periods following the conclusion of pre-production services which are not consecutive to principal photography and/or any time periods prior to commencement of post-production services which are not consecutive to principal photography may be excluded from this provision.

d. Stunt Coordinators Flat Deal Minimum (Schedule K-III)

The minimum salaries for stunt coordinators employed under a "flat deal" contract on a television motion picture shall be increased by ten percent (10%) more than the July 1, 2023 increase outlined in Section 1.a., above, in, ten percent (10%) more than the July 1, 2024 increase outlined in Section 1.a., above, and effective July 1, 2025, by the percentage necessary to equalize the television rate with the theatrical rate.

e. Prepaid Looping

- i. Theatrical:

The last paragraph of Section 27.A. of Schedule C is modified to provide:

The Producer may bargain with any weekly performer employed on a theatrical motion picture at a salary of \$10,000 or more per week to include one (1) prepaid looping day in the performer's compensation. The performer's employment contract shall contain a separate provision to that effect and a box must be provided next to the prepayment provision for the performer to initial to indicate acceptance.

ii. Television

The money breaks in Section 58 of the Television Agreement are modified as follows:

The performer's contract shall not include guarantees for looping, retakes, added scenes, process transparencies, trick shots, trailers, changes or foreign versions (subject to availability) outside the period of consecutive employment, except for Schedule F performers and except that advance payment for looping, retakes, etc. is permitted as to Schedule C performers whose salaries equal or exceed:

Program length	Per episode or Program
½ hour	\$5,000 <i>(\$6,500 for contracts entered into on or after July 15, 2023)</i>
1 hour	\$7,500 <i>(\$10,000 for contracts entered into on or after July 15, 2023)</i>
More than 1 hour	\$10,000 <i>(\$12,500 for contracts entered into on or after July 15, 2023)</i>

f. Fittings

CBA, Schedule A, Section 16.A.(2) "Fittings on a day prior to work" is modified as follows:

When a day performer is fitted on a day prior to the day on which he works, he shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving over \$1,400 per day (over \$1,500 per day with respect to contracts entered into on or after July 15, 2023) shall not be entitled to any compensation for such fittings.

g. Meal Periods

i. Principal Performers

CBA, Schedule A, Section 13.B is modified as follows, with conforming modifications made to CBA, Schedule B, Section 17.B., CBA, Schedule C, Section 17.B., CBA, Schedule E, Section 15.B, CBA, Schedule F, Section 10.B.; and TVA, Section 28:

The following amounts shall be paid to performers for meal period violations:

- (1) For the first half-hour or fraction thereof: seven and one half percent (7.5%) of the then current day performer minimum per performer;
- (2) For the second half-hour or fraction thereof: ten percent (10%) of the then current day performer minimum per performer;
- (3) For the third through eighth half-hour or fraction thereof: fifteen percent (15%) of the then current day performer minimum per performer;
- (4) For the ninth half-hour and each additional half-hour thereafter or fraction thereof: fifty percent (50%) of the then current day performer minimum.

ii. Background Actors

CBA, Schedule X-I, Section 29.(e) and Schedule X-II, Section 30.E. are modified as follows:

Violation of Meal Period Provisions: The meal period penalty to be paid to all background actors on a particular production who are entitled to such penalty for any violations of the foregoing meal period provisions shall be computed as follows:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof: twelve percent (12%) of the applicable Background Actor classification rate;

Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof: fifteen percent (15%) of the applicable Background Actor classification rate;

Third through eighth one-half ($\frac{1}{2}$) hour meal delay or fraction thereof: twenty percent (20%) of the applicable Background Actor classification rate;

Ninth and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof: fifty percent (50%) of the applicable Background Actor classification rate.

h. Wardrobe Allowances

i. Principal Performers

The wardrobe cleaning allowance for principal performers is increased to \$54.00 for formal wear and \$24.00 for all other wardrobe. (modifying the amounts specified in CBA, Schedule A, Section 11.D.; Schedule B, Section 16.D.; Schedule C, Section 16.D.; Section TVA, Section 30(e))

ii. Background Actors

The wardrobe allowance for background actors is increased to \$18 per day for the first change, \$12.50 per day for each additional change, \$54 per day for formal wear, fur, etc., and \$72 per day for police uniforms. (modifying CBA, Schedule X-I, Section 10; Schedule X-II, Section 10)

i. Per Diem

CBA, GP, Section 35.B.(2), TVA, Section 65(b)), Schedule X, Part I, Section 38 and Schedule X, Part II, Section 39) are modified as follows:

All performers shall be entitled to a basic per diem allowance for meals on overnight locations, which shall be no less than one hundred and twenty five percent (125%) of the applicable meals per diem rate for that city as set by the U.S. General Services Administration for domestic locations, and the U.S. Department of State Office of Allowances for international locations.

The foregoing per diems are minimums only and are subject to individual bargaining at not less than the indicated per diem rate. Producers recognize that in some locations, the prevailing reasonable cost for meals exceeds the foregoing amounts and, in such instances, Producer will adjust the per diem rates accordingly.

Regardless of the time of call, the first major meal (either lunch or dinner) served shall be deducted at the lunch rate. The Producer shall have the right to deduct from the per diem the appropriate amount for each such meal furnished.

The Producer shall issue per diem checks to day performers before the start of each workday and to weekly performers before the start of each workweek. At performer's election, such per diem may be issued via direct deposit or prepaid debit card, provided that the performer receives the above noted minimum amounts net of any fees associated with using such payment methods.

In the event that Producer fails to timely issue per diem, performers shall be entitled to late payment liquidated damage equal to two hundred percent (200%) of the Schedule A day performer rate per calendar day

j. Rest Periods

i. Schedule A

CBA, Schedule A, Section 10.E. is replaced with the following:

The performer may waive the rest period without the Union's consent, but if he does so, he shall be entitled to one (1) day of pay. The performer may be required to waive the rest period if the violation, in case of the eleven (11) or twelve (12) hour rest period, is not over two and one-half (2½) hours, or on an overnight location not over two (2) hours. The performer may, in any case, be required to waive the thirty-six (36) hour rest period. The above payment of one (1) day of pay shall be automatically incurred in any case in which the performer waives either rest period. The payment may not be waived without the consent of the Union. In the event that the performer's eleven (11) or twelve (12) hour daily rest period is invaded more than two times in one (1) payroll week, the penalty shall be doubled for any subsequent violations in that week.

ii. Schedules B, C, E, and F

CBA, Schedule B, Section 14.E., CBA, Schedule C, Section 14.E., CBA, Schedule E, Section 12.E., and CBA, Schedule F, Section 9.E. are replaced with the following:

The performer may waive the rest period without the Union's consent but, if he does so, he shall be entitled to one (1) day of pay or \$950, whichever is the greater sum. A performer may be required to waive the rest period if the violation, in case of the eleven (11) or twelve (12) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. The performer may, in any case, be required to waive the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period. In any case in which the performer waives either rest period, the payment of one (1) day of pay or \$950, whichever is the greater sum, shall be automatically incurred. The payment may not be waived without the consent of the Union. In the event that the performer's eleven (11) or twelve (12) hour daily rest period is invaded more than two times in one (1) payroll week, the penalty shall be doubled for any subsequent violations in that week.

iii. Schedule K-I

CBA, Schedule K-I, Section 8.B. is replaced with the following:

Whenever the stunt coordinator has been authorized in advance by the Unit Production Manager to report without having received the rest period prescribed above, the stunt coordinator may waive the rest period without the Union's consent, but if he does so, he shall be entitled to one (1) day of pay. The stunt coordinator may be required to waive the rest period if the violation, in case of the nine (9) hour rest period, is not over two and one-half (2½) hours, or on an overnight location not over two (2) hours. The above payment of one (1) day of pay, shall be automatically incurred in any case in which the stunt coordinator waives the rest period. The payment may not be waived without the consent of the Union. In the event that the coordinator's nine (9) hour daily rest period is invaded more than two times in one (1) payroll week, the penalty shall be doubled for any subsequent violations in that week.

iv. Schedules K-II and K-III

CBA, Schedule K-II, Section 10.B. and CBA, Schedule K-III, Section 7.B. are replaced with the following:

Whenever the stunt coordinator has been authorized in advance by the Unit Production Manager to report without having received the rest period prescribed above, the coordinator may waive the rest period without the Union's consent but, if he does so, he shall be entitled to one (1) day of pay or \$950, whichever is the greater sum . A coordinator may be required to waive the rest period if the violation, in case of the nine (9) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. In any case in which the coordinator waives the rest period, the payment of one (1) day of pay, or \$950, whichever is the greater lesser sum, shall be automatically incurred. The payment may not be waived without the consent of the Union. In the event that the coordinator's nine (9) hour daily rest period is invaded more than two times in one (1) payroll week, the penalty shall be doubled for any subsequent violations in that week.

k. Unique Wardrobe

For any day that a performer is required to wear a corset, binding garment, or other restrictive costume, the performer or background actor shall be entitled to additional compensation in an amount equal to one additional scale day performer rate or applicable background actor classification rate.

2. Pension and Health Plan Contributions

a. Ceilings

The contribution ceilings in TVA, Section 22.C.1 are amended as follows:

Television/New Media Pictures	Ceilings
Half Hour, including a multi-part, closed-end picture initially exhibited as half hour parts (or any picture/part 35 minutes or less as exhibited if initial exhibition is new media)	\$45,000
Hour, including a multi-part, closed-end picture initially exhibited as half hour parts (or any picture/part 36-65 minutes or less as exhibited if initial exhibition is new media)	\$75,000
Hour-and-a-Half, including a multi-part, closed-end picture initially exhibited as 90 minute parts (or any picture/part 66-119 minutes or less as exhibited if initial exhibition is new media)	\$100,000
Two Hours, including a multi-part, closed-end picture initially exhibited as 2 hour or longer parts (or any picture/part 120 minutes or longer as exhibited if initial exhibition is in new media)	\$120,000

b. Residuals calculated on a percentage of Distributor's gross receipts

CBA, Section 34.A. and N. are modified, and relevant conforming changes made, including to the Television Agreement, Section 22.(b) to provide that:

The contribution rate for payment of residuals based on a percentage of Distributor's gross receipts that is inclusive of Health and Pension/Retirement shall be thirteen and one-half percent (13.5%), which shall be calculated as part of each performer's pro rata share and, if not otherwise due to the Plans, shall be paid as residuals to such performer.

3. Additional Provisions

a. Casting Self-Tape

The terms set forth in Exhibit A to this Interim Agreement are added as new paragraphs D., E., and F. to CBA, Section 47.

b. Casting

A new Paragraph C. is added to CBA, Section 47 as follows:

C. When a Producer conducts casting:

- (1) Performers may not be charged a fee to access any casting notice, breakdown or other information relating to the casting,
- (2) Performers may not be charged a fee to upload a self-tape or to otherwise submit themselves for the role being cast; and
- (3) No performer shall be given preferential treatment, including with respect to the types of materials that can be submitted or elevated visibility over other submissions, on the basis of having accessed the casting materials or submitted for a role by using a paid service or a paid account level on service that offers both free and paid services.

In the event a performer is asked to pay a fee to access casting materials described in subparagraph (1) above or to upload a self-tape or otherwise make a submission for the role being cast, the performer or the union should contact the casting director before paying the fee to obtain information on how to access the casting materials or submit utilizing the same methodology as other submissions without payment of a fee.

c. Dancers (Schedule J)

i. Doubling

A new paragraph 6.H. is added to Schedule J providing as follows:

On any day when a dancer who, in addition to performing dancer services covered by Schedule J, is also required by the Producer to be recorded while singing (as defined in Section 1 of Schedule G-I or G-II) on camera, the dancer shall be paid an adjustment of an additional twenty-five percent (25%) of the applicable singer rate for that day. All overtime pay and premium pay shall be based on the dancer's adjusted compensation.

A dancer who is engaged for an off-camera singer session on a day on which the dancer is not rendering dancer services covered by Schedule J shall be paid the difference between the rate at which the dancer was engaged and the applicable rate for a singer under Schedule G-I or G-II, as applicable. Section 5 of Schedule G-I and Section 6 of Schedule G-II, regarding phonograph records and tape recordings, shall apply.

ii. Rehearsal Rates

Effective July 15, 2023, the rehearsal rate in CBA, Schedule J, Section 3.C. is eliminated.

iii. Warm Up Spaces

Section 6.D.(2) is modified as follows:

Adequate space must be provided to permit all dancers to warm up (perform limbering exercises) thirty (30) minutes, at the beginning of the day (non-work time), prior to dancing. Producer shall use reasonable efforts to provide warm-up space adjacent to set.

d. Singers (Schedule G)

i. Vocal Contractors

CBA, Schedule G-I, Section 3.B. and CBA, Schedule G-II, Section 3.B. are amended to clarify that when a singer is required to perform services as a contractor, the singer shall be entitled to receive, in addition to compensation as a singer, 50% (for three to eight singers) or 100% (for nine or more singers) of the minimum rate applicable to the singer, including any sweetening and/or overdubbing.

ii. Doubling

New provisions are added to CBA, Schedule G-I and CBA, Schedule G-II as follows:

On any day when a singer is required by the Producer to dance (as defined in Schedule J, Section 2), the singer shall be paid an adjustment of an additional twenty-five percent (25%) of the applicable dancer rate for that day. The singer shall be subject to the provisions of Section 6.B. of Schedule J. relating to hazardous activity, when applicable. All overtime pay and premium pay shall be based on the singer's adjusted compensation.

e. Background Actors (Schedule X)

i. One Schedule X¹

CBA, Schedule X, Part I and CBA, Schedule X, Part II are combined such that the employment of background actors is governed by a single set of terms to be called Schedule X. The terms and conditions of X-II shall be applicable to all background actors nationwide under Schedule X, except that all geographically-specific terms in X-I are incorporated into the new, combined Schedule X.

ii. Tolling of Late Penalties During *Bona Fide Disputes* Under Schedule X Part II

¹ For ease of reference, this document shall continue to contain references to both X-I and X-II but those shall be deemed to be incorporated into the new single Schedule X.

CBA, Schedule X, Part II, Section 47, is modified to include the following as a new penultimate paragraph.

If there is a dispute over the amount of due to a background actor, and the Producer or its designated casting agency pays the undisputed amount on time, or if there is a *bona fide* dispute as to the Producer's liability therefor, there will be no late payment charge during the pendency of the dispute.

iii. Hair and Make Up Ready

New provisions are added to CBA, Schedule X, Part I, Section 9 and CBA, Schedule X, Part II, Section 9 as follows:

A background actor who is requested by the Producer to report to work in a hair style that requires extensive self-styling (e.g., rounded bouffants, finger wave, corkscrew, spiral, regency curls) and/or other than ordinary make-up (e.g., for a period piece) in accordance with specific detailed instructions, beyond identifying a style, provided by the Producer shall be entitled to an additional one (1) hour of compensation at their applicable rate plus applicable Pension and Health contributions. It is understood that the background actor's work time does not start until the background actor reports to work

iv. New York Safety Rides

CBA, Schedule X, Part II, Section 32, is modified to include the following:

Safety rides will be provided if the background actor has a call time prior to 6:00 a.m.

1. Background actors required to report prior to 6:00 a.m. may be asked to report only to one of four drop-off points, to be selected by Producer (namely, to World Trade Center Station/Oculus, Grand Central Station, Penn Station or Port Authority).
2. When background actors are required to work before 6:00 a.m. and are not able to report to the location because public transportation is unavailable, transportation must be provided by the Producer.

v. Stand-in as Rehearsal Actor

The following text is added to CBA, Schedule X, Part I, Section 25 and CBA, Schedule X, Part II, Section 26:

Stand-ins engaged on “multi-camera productions” required to read, rehearse, and/or perform (whether on or off-book) in the role of a cast member with other cast members shall receive 50% of the principal day player rate for rehearsals and 100% of the principal day player rate for-all run-throughs (Producers, network, etc.). The provisions relating to residuals shall not apply.

vi. Stand-in Double Duty

The following text is added to CBA, Schedule X, Part I, Section 25 and CBA, Schedule X, Part II, Section 26:

A stand-in required to work as a background actor, or a background actor required to perform as a stand-in, shall be paid a rate no less than one hundred and fifty percent (150%) of the stand-in rate for that day. A single or two vouchers can be issued as long as the start and dismissal times on each voucher are the same.

vii. Photo Doubles

The following text is added to CBA, Schedule X, Part I, Section 25 and CBA, Schedule X, Part II, Section 26:

Photo or Body Doubles required to perform scripted dialogue on-camera, with or without a script, shall be paid a principal day player rate. The provisions relating to residuals shall not apply.

viii. Sexual Harassment

The following text is added to CBA, Schedule X, Part I, Section 44, and CBA, Schedule X, Part II, Section 45:

The Producer shall post a copy of its non-discrimination and anti-harassment policy, which shall include instructions for reporting violations of the policy, in production areas frequented by background actors, when practicable. In addition, a copy of the policy shall be made available to a background actor online via the background casting agency or electronic voucher application, as applicable, or upon request from the Second Assistant Director or other designated production personnel responsible for overseeing background actors.

ix. Nudity and Sex Acts

CBA, Schedule X, Part I, Sections 17(a) and (h), and CBA, Schedule X, Part II, Sections 17.A. and H. of Schedule X, Part II are modified to provide as follows:

(a) Notice to Background Actor

(1) The Producer's representative will notify the background actor of any nudity or sex acts expected in the role (if known by Producer at the time) prior to an interview or audition.

(2) The casting notice shall specify any nudity or sex acts expected in the role and/or any nudity required in the interview or audition if known by the Producer at the time of its issuance.

(3) The Producer's representative will notify background actor of any nudity or sex acts expected in the role (if known by management at the time) as soon as practicable, but no later than forty-eight (48) hours prior to the background actor's call time on the day the scene is to be shot, unless the Producer has engaged the background actor less than forty-eight (48) hours in advance of the background actor's call time on the day the scene is to be shot. In those cases, the notice shall be provided at the earliest practicable time.

When a Producer utilizes a background actor casting agency to hire background actors for a scene which the Producer expects will require nudity and/or sex acts of the background actor, it shall

provide the background actor casting agency with as much information as possible (to the extent known by the Producer at the time) regarding what will be required of the background actor in the nude and/or sex scene. The Producer will instruct the background actor casting agency to communicate this information to prospective background actors prior to booking, so that the prospective background actor can decide whether to accept the engagement.

(h) If not notified of nudity and/or sex acts within the time required by subparagraph (a)(3) above, the background actor retains the right to refuse and is entitled to a full day of pay without prejudice. Producer retains the right to require the background actor to do other background actor work, in lieu thereof, if such other background actor work exists.

f. Stunt Doubling (Diversity)

CBA, Section 26.A.(5)(b) is modified as follows:

(5) When applicable, and with due regard to the safety of the individuals, cast and crew, qualified stunt performers shall be considered for doubling roles and for descript and non-descript stunts on a functional, non-discriminatory basis. In furtherance of this policy, Producer shall furnish a copy of the following policy statement to each stunt coordinator engaged by Producer:

(b) When a stunt performer doubles for a role, stunt coordinators shall endeavor to cast a qualified stunt performer bearing a sufficient likeness to the performer playing the role.

If the stunt coordinator is unable to fill the position with a qualified stunt performer who bears a sufficient likeness to the performer playing the role (including for reasons such as the lack of availability of a stunt performer who bears a sufficient likeness to the performer playing the role and/or the fact that the candidates who bear a sufficient likeness to the performer playing the role do not, in the considered judgment of the stunt coordinator, possess the skills necessary for the safe execution of the stunt(s)), the stunt coordinator shall promptly consult with the Union to identify additional sources for potential qualified stunt performers. Should the Union submit sources for consideration to the stunt coordinator within 24 hours (excluding Saturdays, Sundays and holidays) of the request, the stunt coordinator shall consider those sources in good faith; provided, however, the stunt coordinator, in coordination with other representatives of the Producer, shall

retain the discretion to determine whether any of those candidates is suitable for the role, bearing in mind that the safe execution of the stunt(s) is always of overriding importance.

The foregoing consultation procedure shall not apply if production time constraints do not permit, provided that the producer notify the union as soon as practicable of any circumstances in which it did not engage in the consultation.

Only the failure to engage in a consultation with the Union as provided above shall be subject to the grievance and arbitration provisions in Section 9 of the Basic Agreement.

To achieve the objectives set forth in this paragraph, stunt coordinators should endeavor to identify and consider qualified stunt persons of all races, ethnicities and genders, including those with disabilities, prior to the commencement of production.

g. Minors

i. Employment of Minors - Education

A new provision is added to CBA, Section 50.D. titled "Employment of Minors – Education," as follows:

Notwithstanding the provisions of this section, performers who are legally emancipated and are exempt from the definition of 'minors' for the purpose of this section shall nevertheless be subject to the provisions of Section 50.D. regarding education if the performer has not satisfied the compulsory education laws of the state governing the performer's employment.

ii. Background Checks

1. A new subparagraph (5) is added to CBA, Section 50.I., titled "Employment of Minors - Medical Care and Safety," as follows:

(5) Subject to the limitations and requirements of the State in which production is taking place, a teacher or welfare worker (or other individual assigned to perform the same duties as a welfare worker, such as a child labor coordinator) who is engaged by the Producer to supervise or teach minors employed under this Agreement shall be subject to a background check as a condition of

employment. (With respect to a Teacher-Welfare Worker who is on the Availability List or Dual Credential Substitute List established under the IATSE Local 884 Agreement, a Producer may rely on the background check administered by CSATF for placement on those Lists.) A Producer may also choose to require a background check as a condition of employment for any person working in close proximity to one or more minor(s), other than a minor who is that person's child/ward, employed under the Agreement.

For purposes of this subparagraph (5), a background check refers to confirmation of the individual's identity, the individual's address history over a seven (7) year period, reportable criminal records (excluding arrests not leading to conviction, unless the alleged violation involves a minor), whether the individual appears on any state or federal government sex-offender registry and when applicable, professional licenses and/or driving records from the appropriate issuing government agency. The background check will be conducted consistent with the requirements of state and federal law.

The results of the background check shall only be provided to those with a need to know. Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, a performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents.

2. A new Section 50.1 is added to the CBA, and additional new sections added to CBA, Schedule X Part I and CBA, Schedule X, Part II, with necessary conforming changes for background actors, as follows:

Background Checks

A Producer may require individuals to undergo a background check as a condition of employment under this Agreement when the individual will be working at a location that requires entrants to undergo a background check as a condition of the permit to use the location (e.g., a school, juvenile detention center or airport), but not including any location owned or controlled by any party to this

Agreement and/or their affiliates. The background check will be conducted consistent with the requirements of state and federal law. The results of the background check shall only be provided to those with a need to know.

Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, a performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents.

h. Additional Television Agreement Terms

i. Soft Pick-Up Dates For Daily and Weekly Performers (Consecutive Employment)

1. Daily

CBA, Schedule A, Section 6, and any Schedules that incorporate Schedule A, are modified as follows:

A performer engaged by the day on an episode of an episodic series or a part of a multi-part, closed-end picture may be recalled for any purpose in connection with performer's work on such episode or part after a lapse of ten (10) days without payment for intervening time. Producer shall give the performer a soft pick-up date for the subsequent call at the time of the performer's original employment.

The soft pick-up date shall operate as follows:

(A) Should performer obtain a bona fide offer of employment that would require the performer's services within four (4) days prior to or four (4) days after the soft pick-up date, performer shall promptly notify the Producer. The Producer will have a twenty-four (24) hour period (excluding Saturdays, Sundays and holidays) to either guarantee a pick-up date or, alternatively, modify the soft pick-up date so as not to interfere with performer's bona fide offer of employment.

(B) Soft pick-up dates may be utilized up to three (3) times per performer per episode or part, as applicable. However, if Producer modifies a performer's soft pick-up date to accommodate a performer (including if a modification is in accordance with subparagraph (A) above), such soft

pick-up date shall not count as one of the soft pick-up dates for such episode or part.

(C) Producer need not provide the second soft pick-up date to performer until the completion of the acting services associated with the first soft pick-up date. Similarly, Producer need not provide a third soft pick-up date to performer until the completion of the acting services associated with the prior soft pick-up date.

(D) Soft pick-up dates are subject to performer's professional availability.

(E) If a performer is picked up as a three-day or weekly performer during any of the three (3) soft pick-ups, the performer's negotiated three-day or weekly rate, but no less than the applicable scale rates, and contract provisions for such employment will apply to performer during that employment period.

2. Weekly

CBA, Schedule B, Section 15.D., CBA, Schedule C, Section 15.C., any Schedules that incorporate Schedules B or C, and TVA, Sections 73 and 75 are modified, with further conforming change to the Agreements as necessary, to provide an additional exception to the consecutive days of employment provisions, including for a "major role performer," as follows:

A freelance performer engaged by the week on an episode of an episodic series or on a part of a multi-part, closed-end picture may be recalled for any purpose in connection with performer's work on the episode or part, as applicable, after a lapse of ten (10) days without payment for intervening time. (For a "major role performer" employed on a High Budget SVOD Program who is released prior to completion of the guaranteed period of employment, the ten (10) day lapse shall be measured from the date of release.) Soft pick-up date(s) as provided above shall apply, except only two (2) soft pick-up dates may be used per performer per episode. If a performer is recalled on a daily basis, payment for the pick-up date(s) must be paid at the performer's pro rata daily rate, but not less than daily scale, and the contract provisions applicable to a day performer will apply during that work period. If a performer is recalled on a three-day basis, payment for the pick-up date(s) must be paid at the performer's negotiated

rate, but not less than the three-day scale rate, and the contract provisions applicable to a three-day performer will apply during that work period.

ii. Relocation Allowance

TVA, Section 56.1 is modified as follows:

“56.1 RELOCATION ALLOWANCE

(a) A performer engaged under a series or term contract entered into on or after January 1, 2018 for a season that commences principal photography prior to July 1, 2023 who is away from the performer’s residence overnight at the “Producer’s base” (as defined in Section 56(a)(3)) outside Los Angeles and its environs shall receive a relocation allowance of not less than \$10,000 for any season during which the performer is engaged away from the performer’s residence overnight, as follows:

(1) For up to a maximum of four (4) seasons if the performer is engaged on a series for which the season order consists of thirteen (13) or fewer episodes (including the pilot); or

(2) For up to a maximum of two (2) seasons if the performer is engaged on a series for which the season order consists of more than thirteen (13) episodes (including the pilot).

(b) A performer engaged under a series or term contract for a season that commences principal photography on or after August 15, 2023 who is away from the performer’s residence overnight at the ‘Producer’s base’ (as defined in Section 56(a)(3)) outside Los Angeles and its environs shall receive a relocation allowance of not less than \$15,000 for the first three (3) months and \$5,000 for each month thereafter during which the performer is engaged away from the performer’s residence overnight (prorated for any period of two (2) weeks or less). However, a performer who previously received the maximum number of relocation allowances on a particular series pursuant to subparagraph (a) above of this Television Agreement or Section 56.1 of a prior Television Agreement is not entitled to any additional relocation allowance under this subparagraph (b) for that series.

Producer, at its election, may provide lodging, per diem after salary commences and transportation to and from the set, in lieu of payment of the relocation allowance.

iii. Performer’s Start Date

TVA, Section 73 is modified, and other make conforming changes made as necessary, as follows:

(a) In the event a performer is engaged in accordance with Section 71 hereof, but a start date has not yet been provided to the performer by the Producer, performer may terminate such engagement in order to accept conflicting bona fide employment by a third party, subject, however, to the performer first giving Producer a minimum twenty-four (24) hour period (excluding Saturdays, Sundays and holidays) during which Producer may specify a start date which then becomes binding.

(b) In the event a performer is engaged in accordance with Section 71 hereof for a guest appearance in a continuing role, the Producer shall, at the time of engagement, provide the performer with a 'soft work window' for any episode for which it has not given the performer a firm start date, which shall reflect the Producer's reasonable determination based on the available information at that time, of the dates on which the performer's services will be required but not to exceed the guaranteed period of employment in the performer's contract (based on business days), plus five (5) business days on both ends of the guaranteed period of employment (the 'soft work window'). When the Producer elects to provide a 'soft work window,' the following applies in lieu of subparagraph (a) above:

If the performer obtains a bona fide offer of employment by a third party that would conflict with the soft work window(s), the performer shall promptly notify the Producer, and the Producer shall use reasonable efforts to either guarantee a start date or modify the soft work window(s) so as to not interfere with the performer's bona fide offer of employment within twenty-four (24) hours (excluding Saturdays, Sundays and holidays) from receipt of the performer's notice. The performer will also cooperate with the Producer to keep the Producer apprised of any employment with a third party that will occur during the period beginning with the first day of the earliest soft work window and ending with the last day of the latest soft work window. In the event the performer is unable to complete work on an episode due to conflicting employment with a third party outside the soft work window(s) and is required to return at a later time to finish the episode, the Producer shall not be obligated to pay for any intervening days for that performer in connection with that episode.

It is understood that the Producer may change the soft work window(s) more than once without any payment obligation, provided that any change is subject to the performer's professional availability at the time the change is made. In the event the Producer has changed the performer's soft work window(s) in response to the performer's notice of a conflicting

bona fide offer of employment from a third party and the performer is unable to fulfill any portion of the engagement with the Producer, the Producer shall have no obligation to pay the performer for any unfulfilled portion of the engagement. In the event the Producer is unable to change a soft work window(s) as a result of Performer's availability outside of the soft work window(s), but not in connection with a conflicting bona fide offer of employment during the soft work window(s), and the performer is unable to fulfill the engagement, the Producer shall nonetheless pay the performer their guarantee."

iv. Major Role Performer

TVA, Section 2.(c) is modified, and conforming changes made to TVA, Sideletter H and CBA, Sideletter 22, as follows:

Notwithstanding the provisions of subparagraphs (a) and (b) above, the following shall apply to 'major role' performers, as defined below, employed in an episode of a one-half hour or one-hour network prime time television series, in an episode of a one-half hour or one-hour television series produced for broadcast in prime time on The CW or in an episode of a new one-half hour or one-hour scripted, dramatic television series first produced on or after July 1, 2011 for exhibition in prime time on pay television and which is in its second or subsequent season. The following shall also apply to "major role" performers employed on any season of a 20-35 minute or 36-65 minute High Budget SVOD series that commences principal photography on or after July 1, 2024 or on the first season of a one-half hour or one-hour scripted dramatic television series produced for exhibition in prime time on pay television that commences principal photography on or after July 1, 2024.

*** The parties also acknowledge that their agreement on this provision was originally negotiated in the context of the existing practice on network prime time shows (at that time, “network prime time” covered prime time on ABC, CBS and NBC only), and has now been extended to prime time series on FBC and The CW as well as to certain programs produced for pay television and certain High Budget SVOD series (see first paragraph of subparagraph (c) above), and was is intended to apply in those contexts. As to other programs, such as programs produced for syndication (other than prime time series produced for The CW) or pay television (other than scripted dramatic television series produced for exhibition in prime time), the parties recognize that no uniform rate has heretofore been established as a ceiling on performers’ compensation. However, if during the term of this Agreement, the Union believes that such a ceiling has been established as a matter of industry-wide practice on those other programs, it shall have the right to refer the matter to the Cooperative Committee for resolution. Likewise, if during the term of the Agreement, a Producer believes that it is not appropriate to apply the ‘major role’ performer provision to a program produced for network prime time or for The CW in prime time is not appropriate because it is not of the type currently produced for network prime time television, it shall have the right to refer the matter to the Cooperative Committee for resolution.

v. Span

TVA, Section 14(b) is modified as follows:

(b) Producer and performer may freely bargain for work time and overall production time (subject to the provisions of Section 24) with respect to employment contracts with performers who are guaranteed any of the following bases (or more):

- (1) \$20,000 per episode (\$65,000 per episode for contracts entered into on or after July 1, 2023); or
- (2) \$100,000 per series (\$390,000 per series for contracts entered into on or after July 1, 2023) when such series is one of a number of series presented in a combined series format (Section 13); or
- (3) \$150,000 (\$650,000 for contracts entered into on or after July 1, 2023) for a thirteen (13) episode guarantee.

vi. Options Between Seasons

TVA, Section 24(c) is modified as follows, with corresponding modification made to TVA, Section 83 as follows:

(c) Option Period Between Seasons

(1) Except as otherwise provided in subparagraph (2), options for an additional contract year with a performer employed under a series contract who is guaranteed less than \$32,000 for the television motion picture, on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018 shall be subject to the following:

(a) The option period shall commence upon completion of principal photography of the last episode of the season of the series and shall end no later than one (1) year thereafter, unless Producer extends the option period pursuant to subsection (2) below.

(b) The Producer may extend the option period no more than two (2) times by a period of up to six (6) months each, by paying the performer an amount equal to the episodic fee specified in the performer's contract for the preceding season for each period of up to six (6) months. The foregoing payment may not be credited against future episodic fees or any other amount due to performer under this Agreement.

A performer guaranteed \$32,000 or more per television motion picture under a series contract on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018 may bargain without limitation with regard to options for additional contract year(s).

(2) The following applies to options for an additional season with a performer employed under a series contract entered into on or after January 1, 2024 or a performer engaged for a guest appearance under a contract entered into on or after January 1, 2024 with an option for employment under a series contract in a subsequent season who is guaranteed less than the applicable threshold[1] shown below on a season of a series the

principal photography of which commences on or after January 1, 2024:

less than \$32,000 per episode or per week for a minor on a children's series;

less than \$65,000 per episode or per week on a one-half (½) hour series (other than a minor on a children's series);
or

less than \$70,000 per episode or per week for a one (1) hour series (other than a minor on a children's series).

(a) The option period shall begin upon commencement of principal photography of the first episode of the season of the series (excluding the pilot if the season has not yet been ordered when the pilot is produced) and shall end no later than eighteen (18) months thereafter, unless the Producer extends the option pursuant to subsection (b) below.

(b) The Producer may extend the option period no more than three (3) times by a period of up to three (3) months each by paying the performer an amount equal to the episodic fee specified in the performer's contract for the preceding season ('Option Extension Fee')[2] for each period of up to three (3) months. The Option Extension Fee(s) may not be credited against future episodic fees.

(c) If the Producer has not exercised the performer's option for the additional season within twenty-seven (27) months from the commencement of principal photography of the current season, the performer's option shall lapse and Producer shall have no right to further extend the performer's option period.

A performer guaranteed at or above the applicable salary threshold shown above in this Section 24(c)(2) may bargain without limitation with regard to options for additional season(s).

(3) The option period (including any extensions) described in this Section 24(c) shall be extended during the

pendency of any force majeure event due to fire, accident, strike,[3] riot, act of God, or the public enemy, or by any executive or judicial order or by reason of the illness of any other member of the cast or of the director that disrupts production such that continuing would be impracticable.

(4) For purposes of this Section 24(c), a 'children's series' is a series created for an audience primarily consisting of viewers under the age of 16 and of the type traditionally produced for the Disney Channel or Nickelodeon.

(d) Start of Work Following Exercise of Option for Subsequent Season

The following applies after a Producer has exercised an option that is subject to the provisions of Section 24(c)(2)a – c) above:

(1) If the Producer has not commenced the performer's services for the subsequent season within three (3) months following the end of the prior option period, as it may be extended in accordance with subparagraph (c)(2)b) above, the Producer shall pay the performer an amount equal to the episodic fee specified in the performer's contract for the current season ('Season Delay Fee'). The Season Delay Fee may not be credited against future episodic fees.

(2) If the Producer has not commenced the performer's services for the subsequent season within an additional two (2) months following the end of the period described in subparagraph (1) above, as it may be extended in accordance with subparagraph (c)(2)b) above (i.e., five (5) months following the end of the prior option period), the performer shall have the right to terminate the employment by providing written notice to the Producer. Producer must, within five (5) business days after receipt of such written notice, either:

a) notify the performer in writing that it will commence payment under the performer's series contract and continue thereafter to pay the performer's full compensation for the season (and such commencement of payments shall start the eighteen (18) month option period set forth in Section 24(c)(2) above for that season); or

b) the performer's termination will become effective.

Any payments made to the performer under subparagraph a) may constitute an advance for episode(s) of the season that are ultimately produced within eighteen (18) months from the date of the performer's written notice of termination to the Producer.

(3) The periods described in this Section 24(d) shall be extended due to fire, accident, strike, [4] riot, act of God, or the public enemy, or by any executive or judicial order or by reason of the illness of any other member of the cast or of the director.

A performer guaranteed at or above the applicable salary threshold shown above in Section 24(c)(2) may bargain without limitation with regard to payment for delays in the start of work following exercise of an option for a subsequent season.

(e) With respect to all series performers, Producer agrees to work cooperatively with the performer, the performer's representative and the union, to enable them to obtain other employment during periods of time in which they are not actively rendering services for Producer.

Make conforming changes as necessary, including the addition of a footnote [FN] to the last paragraph of Section 24(a) as follows:

[FN] See Section 24(c)(2) and (d) for rules applicable to certain performers engaged for a guest appearance with an option to be employed under a series contract in a subsequent season.

[1] The salary threshold for a performer engaged for a guest appearance with an option for employment under a series contract in a subsequent season(s) shall be determined by the episodic fee to be paid under the terms of the option agreement should the option for the performer's services as a series contract performer be exercised.

[2] With respect to a performer engaged for a guest appearance with an option to be employed under a series contract in a subsequent season(s), the Option Extension Fee shall be determined by the episodic fee to be paid under the terms of the option agreement should the option for the performer's services as a series contract performer be exercised.

[3] Should the Union call a strike against any Producer, a performer's option period is automatically suspended during the strike period and automatically extended for a like period upon conclusion of the strike under Section 3.B. of the General Provisions of the Codified Basic Agreement.

[4] Should the Union call a strike against any Producer, a performer's option period is automatically suspended during the strike period and automatically extended for a like period upon conclusion of the strike under Section 3.B. of the General Provisions of the Codified Basic Agreement.

vii. Modified Deal Performer and Modified Guest Performer

A new Section 4.1 is added to the TVA, and conforming changes made to CBA, Schedule C and related CBA Schedules to provide:

1. Modified Deal Performer Contracts

A performer who is guaranteed not less than \$21,538 (to be increased by any general wage increase in each year of the Agreement) per episode of an episodic series or per part of a multi-part, closed-end picture, as applicable, may be engaged under a Modified Deal Performer contract. Under a Modified Deal Performer contract, total work time may not exceed ten (10) days times the number of episodes or parts guaranteed, as applicable, and the overall production period may not exceed thirty (30) calendar days times the number of episodes or parts guaranteed, as applicable.

Additional days beyond the permitted total work time shall be paid at the performer's prorata daily rate, but not less than daily scale. The performer may bargain freely with respect to work dates within the overall production period and work dates do not need to be consecutive. The Producer is not obligated to pay for intervening days between non-consecutive work dates on an episode or part, provided that the work dates are within the overall production period. Unless otherwise provided in the performer's individual contract, the Producer shall have the right to intermingle episodes or parts, as applicable, and to require the performer to perform in more than one (1) episode or part, as applicable, in a day. A performer engaged under a Modified Deal Performer contract shall be subject to Schedule C. It is understood that the provisions of Section 2(c) regarding 'major role performer' do not apply to a performer engaged under a Modified Deal Performer contract, regardless of whether the performer meets the definition of a 'major role performer.'

2. Modified Guest Performer Contracts

A performer who is guaranteed not less than \$14,000 (to be increased by any general wage increase in each year of the Agreement) per episode or per part may be engaged under a

Modified Guest Performer contract. Under a Modified Guest Performer contract, total work time may not exceed eight (8) days times the number of episodes or parts guaranteed, as applicable, and the overall production period may not exceed twenty-three (23) calendar days times the number of episodes or parts guaranteed, as applicable.

Additional days beyond the permitted total work time shall be paid at the performer's pro-rata daily rate, but not less than daily scale. The performer may bargain freely with respect to work dates within the overall production period and work dates do not need to be consecutive. The Producer is not obligated to pay for intervening days between non-consecutive work dates on an episode or part, provided that the work dates are within the overall production period. Unless otherwise provided in the performer's individual contract, the Producer shall have the right to intermingle episodes or parts, as applicable, and to require the performer to perform in more than one (1) episode or part, as applicable, in a day. A performer engaged under a Modified Guest Performer contract shall be subject to Schedule C. It is understood that the provisions of Section 2(c) regarding 'major role performer' do not apply to a performer engaged under a Modified Guest Performer contract, regardless of whether the performer meets the definition of a 'major role performer.'

3. Scheduling of Modified Deal and Modified Guest Performer Contracts

Work days during the first thirty (30) days following engagement for a Modified Deal Performer or the first twenty three (23) days for a Modified Guest Performer shall be scheduled and communicated to the performer at the time of engagement; all other work days shall be scheduled on an 'on or about' basis and communicated to the performer at least fourteen (14) days in advance. If notice of work days is not provided within the time frames set forth in the preceding sentence, such work days are subject to the performer's professional availability. Nothing shall preclude the performer and the Producer from agreeing to amend, modify, postpone or cancel work dates which have been previously provided to the performer.

viii. Intervening Days on Franchise Projects

The following is added as a new provision to CBA, Schedule A, Section 6.A.(5), CBA, Schedule B, Section 15.D.(5), CBA, Schedule C, Section

15.C.(5), to any Schedules that incorporate CBA, Schedules A, B or C and to the relevant terms of the TVA:

With respect to projects that are part of the same franchise (as defined in below) including, but not limited to theatrical films, episodic series, multi-part, closed-end pictures and one-time High Budget SVOD Programs (each individually referred to as a “Franchise Project”), modify Section 22 of the General Provisions of the Codified Basic Agreement and Section 36 of the Television Agreement to allow for consent of reuse of photography or sound track from one Franchise Project in another Franchise Project (including for purposes of recapping the story to date and/or refreshing the recollection of the audience via flashbacks) to be obtained at the time of employment; however, consent must be obtained in an agreement separate from the performer’s employment contract (and shall not be obtained at the time of employment) for the reuse of (i) nude photography or (ii) a “bloopers” excerpt that was not included in the original Franchise Project as originally exhibited (but not including deleted or alternative scenes that are not characterized as a “bloopers”).

The minimum compensation due for such reuse shall be the day performer minimum; however, the foregoing does not alter the current exceptions to the reuse provisions under which there is no obligation to bargain and/or pay. This provision shall only apply to motion pictures and programs produced under the successor agreements to the 2020 Codified Basic Agreement and Television Agreement and may not supersede the terms of a personal services agreement.

For purposes of this provision, a “franchise” is defined as containing projects that are based on or related to an existing project(s) that was produced for ‘traditional’ media or new media and employed performers under the terms of the Codified Basic Agreement or the Television Agreement.

i. Hair and Makeup

i. Consultations

A new Paragraph C. is added to CBA, Section 26 (and existing Paragraph C. and subsequent Paragraphs relettered accordingly) as follows:

Each performer shall be offered the opportunity to consult with an individual on production regarding any hair and/or make-up needs (e.g., product and tool preferences, use of particular hairstyling techniques) prior to commencing work. Except for a background actor who has been asked to report “hair and makeup ready” where only minor touch ups will be done on set, each background actor shall also be offered such a

consultation. Such consultation will, at a minimum, include a visual inspection as well as a conversation about the character's appearance and how such appearance will be achieved and will be conducted in person or via virtual means (e.g., zoom or facetime). Time spent in consultation shall not be treated as work time.

The individual on production shall communicate this information to the hair and/or make-up department, including any request by the performer or background actor to be contacted by a representative of the hair and/or make-up department (in which case a representative of the hair and/or make-up department shall contact the performer or background actor). The hair and/or make-up department shall be adequately prepared to work with the performer or background actor, including ensuring that the production has appropriate hair and make-up products and equipment.

If a Producer determines it is unable to provide qualified hair and/or make-up personnel to work with the performer and background actor, it shall reimburse the performer or background actor for preapproved reasonable costs of hair and/or make-up services. The performer or background actor shall receive pay for two (2) hours or the actual time spent in receiving the pre-approved hair and/or make-up services, whichever is greater, at their negotiated rate. Time spent in receiving pre-approved hair and/or make-up services on a day when the performer or background actor also performs work under this Agreement shall be treated as work time. Time spent in receiving pre-approved hair and/or make-up services on a day when the performer or background actor does not perform work under this Agreement is not subject to any overtime or premium pay and does not start the performer's consecutive days of employment (nor do the consecutive employment provisions apply to such a day).

ii. Arbitration

Current CBA, Section 26.D. (renumbered 26.E.) is modified as follows:

Except as provided in subsections B. and C. above with respect to the submission of data and consultation and use of qualified hair and makeup professionals, respectively, the matters covered in this Section are not subject to the provisions of Section 9 herein. It is understood that as to data on performers with disabilities, the provisions with respect to arbitration shall only apply when a method for compiling such data has been devised by the parties.

j. Holidays

i. New Holidays

The CBA and TVA are amended in all relevant places to include Martin Luther King, Jr. 's Birthday and Juneteenth as contractual holidays, effective January 1, 2024.

ii. Holiday Breaks

TVA, Section 74(a) is modified as follows, with conforming changes made as necessary to the CBA:

It is understood that some series customarily take a hiatus for one (1) week at Thanksgiving and for one (1) week which includes Christmas Day, or one (1) week which includes New Year's Day, or no more than two (2) weeks and two (2) additional days, which includes Christmas Day and New Year's Day. Such holiday breaks, if taken, shall not be counted in calculating the production span rules for any television series. The Union shall not unreasonably deny a waiver request to extend such two (2) week period to three (3) weeks for a hiatus because of the Christmas Day and New Year's Day holidays.

k. Translations

CBA, Section 52 is modified as follows, with conforming revisions to TVA, Section 77:

Performers may not be required, at any time, to translate dialogue, whether it is dialogue for the performer or for another performer into any language other than that in which a script is written, including for auditions, interviews or tests. However, a performer may bargain separately for such non-covered services.

l. Air Travel and Insurance

i. Principal Performers

CBA, Section 23.A. is modified as follows:

Producer shall provide accidental death and dismemberment insurance for the benefit of the performer or the performer's designated beneficiary in a principal sum not less than the highest amount provided for under any other collective bargaining agreement entered into by the Producer with any other Guild or Union, and in no event less than \$200,000.00 when performer is required to travel by any means other than by air at the request of Producer, \$250,000.00 when the performer is required to travel by plane at the request of Producer, or \$350,000.00 when performer is required to travel by helicopter at the request of Producer.

ii. Background Actors

The penultimate paragraphs of CBA, Schedule X, Part I, Section 38 and CBA, Schedule X, Part II, Section 39 are modified as follows:

“...Accident insurance for death or dismemberment during air travel or the necessary funds to purchase available vending machine insurance, in an amount at least equal to the highest amount provided for by any other collective bargaining agreement entered into by the Producer with any other Guild or Union, shall be furnished at the expense of the Producer to each background actor required to travel by air in the course of his employment, but in no event shall such amount be less than the amount set forth in General Provisions, Section 23 herein \$100,000.00....”

m. Credits

Producer will make reasonable efforts to assist a performer or background actor whom it employed on a motion picture who is unable to obtain from other sources the corroborating information needed to correct or add a credit on IMDb.

n. Furnishing Reports

CBA, Section 19.B. and TVA, Section 34(c) are modified as follows:

Producer shall furnish to the Union reports indicating the compensation paid, up to a maximum of \$500,000 effective August 15, 2023 (up to a maximum of \$1,000,000), to performers covered hereunder.

o. Sexual Harassment Prevention

i. Intimacy Coordinators

A new subparagraph (5) is added to CBA Section 43, Paragraph D. as follows:

Producer will use best efforts to engage an Intimacy Coordinator for scenes involving nudity or sex acts. Producer will also consider in good faith any request by a performer or a performer’s representative to engage an Intimacy Coordinator for other scenes. Producer shall not retaliate against a performer for requesting an Intimacy Coordinator.

ii. Harassment Prevention Policy

A new paragraph in Section 61 is added to the CBA, as follows:

Producer shall provide employees with a copy of its nondiscrimination and anti-harassment policy, which shall include instructions for reporting violations of the policy. In addition, Producer shall include instructions for reporting violations of the policy (e.g., the Producer’s reporting hotline) on

call sheets, as well as on visible signage posted in production areas frequented by employees, when practicable.

p. Artificial Intelligence

The provision set forth in Exhibit B is added to the CBA as a new Section 61.

q. Self-Identification (Diversity)

i. Statistics

A new provision is added to CBA, Section 26.B. and TVA, Section 59.(b) as follows:

The parties recognize that self-identification information is useful in expanding access to employment opportunities for underrepresented groups and for tracking the success of their efforts to diversify the workforce.

To the extent that the Union has aggregated diversity statistics concerning members or employees individuals employed under this Agreement or the Television Agreement, the Union agrees to share the information with the AMPTP or the Producer upon request, but no more frequently than once per year. To the extent that the Producer has aggregated diversity statistics concerning employees, the Producer agrees to share the information with the Union upon request, but no more frequently than once per year.

ii. Casting Data Report

The requirement for Producer to provide the Casting Data Report is eliminated.

r. Residuals

i. Reporting

When reporting and paying residuals, Producer shall separately identify foreign grosses and domestic grosses when reporting "Distributor's gross receipts." It is understood that Producer may provide a separate Supplemental Interim Report.

ii. Stunt Coordinators included in all residuals

TVA, Sections 18, 19, 78, 82, 83, and Sideletters H and I, are modified and added to, with conforming changes to CBA, Sideletters 21 and 22, and Schedule K, to provide that in addition to receiving gross receipts based residuals, stunt coordinators are entitled to participate in fixed residuals (calculated on total actual compensation or total applicable minimum salary, as applicable) for all types of television and new media pictures that start principal photography on or after July 1, 2023. All compensation paid for stunt coordinating services and any other services covered by the Agreement shall be combined when calculating Total Actual Compensation up to the applicable ceiling.

iii. Advance Payment of Residuals For Television and New Media Productions

1. The salary thresholds in TVA, Sections 18(d) and 19(d) at which advance payment is allowed are increased to the following amounts for contracts entered into on or after July 1, 2023
 - a. Network prime time reruns (Section 18(d)(2))
 - i. ½ hour: \$9,500
 - ii. 1 hour or longer: \$12,500
 - b. "Other" residuals (Section 18(d)(3)): \$11,000
 - c. Theatrical exhibition (Section 19(d)): \$11,000
2. TVA, Sections 18(d)(2) and 19(d)(2) are modified as follows:

As to employment agreements covering all other performers, the performer may agree to an advance payment for reruns or foreign telecasts provided the advance payment is separately listed and is paid in a separate check, in addition to the salary, which is separately and specifically set forth as salary (not including advances)¹ in the performer's contract and, provided further, that Producer shall be limited to treating up to fifteen percent (15%) of initial compensation as an advance payment of residuals for a performer guaranteed less than \$75,000 per week or per episode under a contract entered into on or after July 1, 2023

¹ A footnote is added that requires, in order for any advance payment of residuals to be effective, that an "Advance Payment of Residuals Rider" in substantially the form provided in Exhibit C be included in the deal memo or "closed terms" communication with the performer or their representative.

3. TVA, Sections 18(e) and 19(f) are modified as follows:

"All payments of additional compensation for reruns, theatrical exhibition or foreign telecasts shall be made promptly by check,

payable to the order of the performer entitled thereto, and shall be delivered to SAG-AFTRA...."

4. Conforming changes are made to TVA, Sections 47, 82, 83, Sideletter H, and CBA, Sideletter 21, except that the threshold to advance pay basic cable reruns under TVA, Section 82 continues to be 200% of total applicable minimum salary.

iv. Limited Theatrical Exhibitions

Subparagraph (1) of TVA, Sideletter Q, is modified to provide an alternative under the following conditions to the provisions in TVA, Section 19(a), (b), and (c):

(1) If one or more episodes of a free television, pay television or basic cable series, one or more episodes of a High Budget SVOD series or multi-part, closed-end series (as defined in Sideletter H re: Programs Made for New Media), either alone or in combination with another episode of the same or different series, or a long-form television motion picture made for free television, pay television or basic cable or a one-time High Budget SVOD Program 66 minutes or more in length, is exhibited theatrically with an admission charge after its initial exhibition on television (or initial availability on a subscription consumer pay platform in the case of a High Budget SVOD Program, High Budget SVOD series or multi-part, closed-end series), the Producer shall pay to the Union, for rateable distribution to the performers, an amount equal to nine percent (9%) of the 'Distributor's gross receipts' derived from licensing the theatrical exhibition rights and, for this purpose, shall include the fair market value of any in-kind consideration, provided that:

(a) The theatrical exhibition shall take place at least twenty-four (24) hours after the episode's initial telecast (or, for a High Budget SVOD series or multi-part, closed-end series, at least twenty-four (24) hours after the episode has been made available for viewing on the streaming service) or at least thirty (30) days after the initial telecast of a long-form television motion picture or at least forty (40) consecutive days after the one-time High Budget SVOD Program 66 minutes or longer has been made available for exhibition on a streaming service;

(b) The theatrical exhibition shall not exceed eight (8) days, which need not be consecutive.

(c) If the initial theatrical exhibition takes place more than one year after the initial telecast (or, for High Budget SVOD series or mini-series, more than one year after the initial availability for viewing on the streaming service) and the performer's contract granted theatrical rights to the Producer at the Section 19 minimum, there shall be no limit on the length of the theatrical exhibition;"

i. In instances where the performer's contract did not grant theatrical rights to the Producer and/or contains terms in excess of the minimum residuals due under Section 19, then such terms must be honored for theatrical exhibitions that exceed (b) above.

* * *

(6) It is understood that no individual bargaining is required with any performer for the right to exhibit the television motion picture(s) or High Budget SVOD series or multi-part closed-end series or a one time High Budget SVOD program 66 minutes or more in length theatrically provided that the theatrical exhibition occurs under the foregoing conditions and does not exceed the exhibition periods in (1)(b) and (2)(a).

(7) The theatrical use fee and related conditions set forth in Section 19 of the Television Agreement, less the amount of the percentage residual payment already paid hereunder, shall apply if the foregoing conditions are not met or if the television motion picture(s) or High Budget SVOD series or multi-part closed-end series or a one time High Budget SVOD program 66 minutes or more in length as theatrically exhibited are submitted for theatrical award consideration.

(8) The provisions above shall apply to the use on or after July 1, 2023 of any television episode, High Budget SVOD Program or long-form television motion picture for which a theatrical release payment is due under the 2023 SAG-AFTRA Television Agreement or any prior agreement, including but not limited to any agreement with SAG, AFTRA or SAG-AFTRA negotiated prior to June 30, 2014.

v. Promotional Launch Period

TVA, Section 18(b)(3), is modified, and conforming changes made to TVA, Section 83 as follows:

“The parties agree to the following for the purpose of encouraging the success of new dramatic free television series produced for a network or for The CW or My Network TV (excluding multi-part, closed-end pictures). No residual compensation shall be due to series contract or term contract performers under this Section 18 nor under Section 18.1 for the second run (which may be either on free television or basic cable) of three (3) programs chosen by the Producer from the first season of a series (including the pilot) subject to a maximum of twenty-five percent (25%) of the total number of episodes ordered (including the pilot), provided that the second run occurs within a two (2) month period following the initial exhibition of each program. (For example, if the number of episodes, including the pilot, ordered in the first season of a series is eight (8) or nine (9), Producer may choose only two (2) episodes of the series (one of which may be the pilot) for a promotional run.) If such second run is on free television, it shall not constitute a ‘run’ for purposes of Section 18(b) of this Agreement. Producer shall be obligated to report any such run to the Union as required under this Section 18, even in instances where the cast is entirely series contract or term contract performers and no payment shall be due therefor.

“The Producer may not utilize this provision at any time after the series has been canceled or a decision has been made not to order additional seasons or episodes.”

vi. Twenty-six (26) Consecutive Week Free To The Consumer/Advertiser Supported Streaming Windows

Television Agreement Sideletter I and CBA Sideletter 22 are renewed for the term of the Interim Agreement and Successor Agreement, and are modified to increase the residuals applicable to each twenty-six (26) consecutive free streaming window and the “New Media program fee” to twenty-five percent (25%) of a performer’s total applicable minimum salary.

vii. Revenue Share

If the picture is released to a new media streaming platform, Producer will pay to the cast on a pro rata basis an amount equal to 2% of the quarterly “Revenue Contribution” as defined and determined by Parrot Analytics, which will be paid in addition to any other payment due. Pension &

Health contributions will be due on top of the Streaming Revenue Sharing payment.

s. Performance Capture

The Parties confirm that “Performance Capture Services” are covered under CBA, Section 1 and Section 2. “Performance Capture Services” refers to facial or bodily movement undertaken by a performer in order to be recorded or “captured” in digital form by a device so that the recorded data is then processed to create an altered and/or enhanced image of human forms or non-human forms in a production.

t. Dubbing

CBA, Section 57 is updated as follows:

With respect to motion pictures produced under this Agreement, the principal photography commences on or after July, 1 2023...substantially equivalent economic terms to those provided in the SAG-AFTRA Modification (Dubbing) Agreement of 2023 (“Dubbing Agreement”).

u. Initial Release to New Media

CBA, Sideletter 21 and TVA, Sideletter H, are modified as set forth in Exhibit C herein.

v. Inspection Rights

i. Agreements and Data

On an semi-annual basis, within thirty (30) calendar ten (10) business days after such request, the Producer shall provide for inspection by the Union’s designated employee or auditor, at Producer’s premises in Los Angeles, full access¹⁰ to all unredacted license, distribution, and other agreements pertaining to New Media exploitation of covered pictures that were entered into during the immediately preceding six (6) months.

The Producer shall provide the Union with such access remotely or over the internet, such as through a secured link or digital locker, unless otherwise agreed between the parties. In any subsequent annual inspection, the Union’s designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected.

Upon request, in a manner to be mutually agreed upon in good faith, the Producer shall expeditiously provide, or make available, to the Union data in its possession or control, or the possession or control of its related

distribution entities, regarding the New Media exploitation of covered pictures, such as number of downloads or streams by source and ad rates.

The provisions of this paragraph do not apply to agreements relating to an MVPD or any similar service that currently exists or may hereafter be developed.

¹⁰: "Full access includes access to all agreements, notwithstanding any confidentiality clause contained therein, and access to all sideletters, exhibits, addenda, and other ancillary documents."

4. Late Payment Liquidated Damages

a. Initial Compensation and Network Residuals - Principal Performers

CBA, Section 31.B.(2), is modified as follows:

There shall be a \$30 per day per performer late payment charge, excluding Saturdays, Sundays and holidays, for late payment applicable to all Schedules from the time payment becomes due (excluding bona fide emergencies of which the Union shall be given prompt notice within the time specified for payment hereunder), for a period not to exceed twenty (20) days, excluding Saturdays, Sundays and holidays, to a maximum of \$600 per violation.

Upon receipt by Producer of a written notice by the Union or the performer that Producer is still delinquent, Producer shall have five (5) business days to issue the payment, including the late payment charges.

In the event payment is not made within said five (5) day period of the entire amount due, further late payment charges in the amount of \$7.50 per day retroactive to the date of delinquency shall be due and shall continue to accrue, without limitation, until the delinquent payment, together with late payment charges, is fully paid.

Such charges for late payment shall be in addition to all other remedies which the Union may have against Producer under the contract."

b. Initial Compensation - Background Actors

CBA, Schedule X, Part II, Section 47, is modified as follows::

"If a background actor's pay check is not postmarked or transmitted via direct deposit within seventy-two (72) hours from the end of a work day at the studio or nearby location or one hundred twenty (120) hours from the end of a work day at

an overnight location, the background actor shall receive nine dollars_(\$9.00) per day for every twenty-four (24) hour period (excluding Saturdays, Sundays and holidays) beyond the seventy-two (72) hours or one hundred twenty (120) hours, whichever is applicable, until the background actor is paid in full for the day in question.

c. Late Payment for Reuse of Clips (where negotiation and consent are not required)

i. CBA, Section 36.(4) is modified as follows:

...Such payments shall be made within sixty (60) business days from the exhibition of the permitted reuse. In the event that the Producer fails to issue payment to the stunt performer within that period, the Producer shall pay a late payment charge equal to the day performer minimum, in addition to the payment due for the reuse, in addition to the amount prescribed by this subsection F.(4) or by Section 31.B.(2).

ii. CBA, Schedule H-I, Section 9.F is modified to increase the liquidated damages to \$750 for the first violation and \$1,125 for subsequent violations.

iii. CBA, Section 28.B. and TVA, Section 69.(a) are modified to increase the liquidated damages to \$2700

d. Residuals - Other than Network

Late pay for all other residuals shall be three percent (3%) per month from the date of delinquency.

5. Effect of Void Provisions

Should any portion of any provision of this Interim Agreement be declared unlawful by any agency or tribunal of competent jurisdiction, the remainder of the Interim Agreement shall remain in full force and effect.

6. Application of Television and Codified Basic Agreement

Unless otherwise modified or eliminated herein, all other provisions of the Agreements are incorporated into this Interim Agreement. The Parties agree that the arbitration provisions of the Agreements shall apply to all disputes arising under this Interim Agreement, subject to any limitations outlined in those same arbitration provisions, and shall remain in effect for the duration of this Interim Agreement. To the extent any provisions of this Interim Agreement are inconsistent with the Agreements, the provisions of this Interim Agreement control.

7. Successor Agreement

Upon the successful conclusion of SAG-AFTRA and the AMPTP’s negotiations for successor agreements to the CBA and TVA (hereinafter “Successor Agreement”), and upon the ratification of the Successor Agreement by the SAG-AFTRA membership, all terms of that Successor Agreement shall apply to the Picture from the date on which SAG-AFTRA provides a copy of the Successor Agreement to Producer.

Producer agrees that it will execute the Successor Agreement and all documents required by the SAG-AFTRA to be executed in connection with the Successor Agreement immediately upon receipt of the Successor Agreement.

Producer further agrees that upon becoming signatory to the Successor Agreement pursuant to this paragraph, this Agreement shall terminate and be superseded by the Successor Agreement, provided, however, that any obligations incurred by Producer under either the Agreements or this instant Interim Agreement shall survive the expiration of this Interim Agreement.

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

SAG-AFTRA’s acceptance of this Interim Agreement is conditioned upon the truthful and accurate disclosure of all information provided by Producer in the Interim Agreement Application, the signatory application and any other documents and representations made prior, during or after execution of this Interim Agreement. SAG-AFTRA may invalidate or cancel this Interim Agreement in the event SAG-AFTRA discovers any misrepresentation or omission of relevant information regarding the Picture in its sole discretion.

**PRODUCER
AGREED AND ACCEPTED:**

**SAG-AFTRA
AGREED AND ACCEPTED:**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

PRINT NAME AND TITLE

DATE

Exhibit A: Self-Tape Interviews and Auditions

D. Self-Tape Interviews and Auditions

The following applies when a Producer invites a performer to submit a self-tape interview or audition for a role:

(1) The Producer shall make character breakdowns, sides and/or scripts available to the performer's agent or other representative at least forty-eight (48) hours prior to the deadline for submission of the self-tape interview or audition, excluding Saturday, Sunday, or holidays. If the performer is a minor subject to educational requirements, the Producer shall make character breakdowns, sides and/or scripts available to the performer's agent or other representative at least seventy-two (72) hours prior to the deadline for submission of the self-tape interview or audition, excluding Saturday, Sunday, or holidays. The foregoing deadlines do not apply when casting deadlines do not permit (e.g., casting a replacement or casting a role that was newly added to the script).

If, at the time of the request for the self-tape interview or audition, an offer has been made to a performer for the role that is still pending or has been accepted, the producer shall so advise in such request. In all other cases, the Producer shall also respond to any inquiries from a performer whom it has invited to submit a self-tape interview or audition (or inquiries from the performer's agent or other representative) as to whether an offer has been made and/or if the role has already been cast.

(2) Performers shall not be asked to perform more than five and four eighths (5 4/8) industry standard pages of scripted material, at the Producer's election, for a first self-tape interview or audition, or more than twelve (12) industry standard pages of scripted material for a second or subsequent self-tape interview or audition. Upon request of a performer with a disability, the Producer shall make reasonable accommodations to provide materials in a format accessible to the performer.

(3) Performers may not be asked to memorize any materials nor be prohibited from holding sides and/or using a prompting device during the self-tape. No compensation is due to a performer for a self-tape interview; however, this sentence shall expire on June 30, 2026 and shall be of no further force and effect thereafter.

(4) Performers shall not be asked to record the self-tape at a resolution higher than 720p, nor be required to use any uploading/delivery site or talent listing service that is not free to the performer to upload or deliver the self-tape, nor be asked to use any editing software or any specific equipment, including:

- (a) brands or models of cameras, smartphones, tablets or webcams;
- (b) types of lights, including utility, ring or LED lights;
- (c) brands, models or types of mics, including lavalier or shotgun; and

(d) types of backgrounds or backdrops, including walls, colors, pop-ups or seamless.

(5) The Producer may only request the following in a slate for a self-tape interview or audition:

- (a) the performer's name;
- (b) the performer's height;
- (c) the performer's city of residence;
- (d) the performer's current location, if different from the city of Residence;
- (e) the performer's age and birthday, if the performer is a Minor;
- (f) information about the performer's special skill(s) which the Producer determines is necessary for performance of the role (e.g., horseback riding, swimming, accents, ability to play a musical instrument or play a sport); and
- (g) a head-and-shoulders shot and/or a full body shot in portrait orientation. The Producer may not request any changes in camera angles or panning. (For clarity, this does not preclude a Producer from requesting that the performer change position, e.g., to provide a profile shot.)

(6) Comprehensive information shall be provided for self-tape interviews and auditions about the role and the picture or program to enable the performer to interview or audition knowledgeably, including tone, style, genre, period, creative vision, character description, accent and any available producer/showrunner's notes, provided that such materials may be subject to a Non-Disclosure Agreement in accordance with Section 35.F. herein. It is understood that the producer may take into account confidentiality considerations in how this material is presented.

(7) Performers shall not be requested to appear in a self-tape interview or audition in the nude or while wearing attire more revealing than a bathing suit that could be worn at a public pool.

(8) Performers shall not be requested to perform a stunt in a self-tape interview or audition.

(9) Self-tape interviews and auditions for dancers shall be subject to the following additional requirements:

- (a) The Producer shall supply any music or sound required for the self-tape interview or audition.
- (b) The Producer shall supply specific choreography and may not ask the dancer to choreograph or improvise a dance.
The specific choreography
 - (i) may not exceed four eight-beat counts;
 - (ii) must be capable of being performed in an indoor space no larger than 8 feet x 8 feet x 8 feet; and
 - (iii) must be for a solo performance (i.e., no two-person

or multi-person dances).

(10) Self-tape interviews and auditions shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose.

(11) A Producer may not make a self-tape interview or audition available publicly without the prior written consent of the performer, which must be obtained at the time of use.

(12) The Producer shall also provide an opportunity to interview or audition for the role virtually (e.g., over Zoom) (or in person) in lieu of a self-tape by making available a window of time (scheduled at the Producer's discretion) for performers to schedule an interview or audition on a first-come, first-serve basis. In scheduling interviews and auditions during the window, the Producer shall make reasonable accommodations for performers with disabilities and senior performers, and shall consider sleep schedules for minors. Virtual interviews and auditions conducted under this subparagraph (12) are subject to Paragraph E. below.

To the extent the Union has reason to believe a Producer is not making good faith efforts to schedule a sufficient window of time for interviews and auditions as described in the preceding paragraph, it may contact the Producer to discuss its concerns on a case-by-case basis.

This subparagraph (12) shall expire on June 30, 2026 and shall be of no further force and effect thereafter.

(13) The provisions of the Schedules regarding 'sign-in sheets' do not apply to self-tapes.

E. Virtual Interviews or Auditions

(1) If, at the time of the request for the virtual interview or audition, an offer has been made to a performer for the role that is still pending or has been accepted, the producer shall so advise in such request. In all other cases, the Producer shall respond to any inquiries from a performer whom it has invited to attend a virtual interview or virtual audition (or inquiries from the performer's agent or other representative) as to whether an offer has been made and/or if the role has already been cast.

(2) Performers invited to attend a virtual interview or virtual audition shall not be asked to appear in a resolution higher than 720p, nor be required to use any virtual meeting site that is not free to the performer, nor be asked to use any editing software or any specific equipment, including:

(a) brands or models of cameras, smartphones, tablets or webcams;

- (b) types of lights, including utility, ring or LED lights;
- (c) brands, models or types of mics, including lavalier or shotgun; and
- (d) types of backgrounds or backdrops, including walls, colors, pop-ups or seamless.

(3) Performers may not be asked to memorize any materials nor be prohibited from holding sides and/or using a prompting device during a virtual interview. No compensation is due to a performer for a virtual interview (except as may be provided under the Schedules for waiting time, subject to subparagraph (8) below). A performer shall be compensated for a virtual audition the applicable Schedule (subject to subparagraph (8) below).

(4) Performers shall not be requested to appear at a virtual interview or virtual audition in the nude or while wearing attire more revealing than a bathing suit that could be worn at a public pool. The performer shall not be asked to remove a cover-up until the performer is in a private virtual setting with casting personnel only (i.e., outside the presence of other waiting performers).

(5) Performers shall not be requested to perform a stunt at a virtual interview or virtual audition.

(6) Virtual interviews and virtual auditions for dancers shall be subject to the following additional requirements:

- (a) The Producer shall supply any music or sound required for the virtual interview or virtual audition.
- (b) The Producer shall supply specific choreography and may not ask the dancer to choreograph or improvise a dance.

The specific choreography:

- (i) may not exceed four eight-beat counts;
- (ii) must be capable of being performed in an indoor space no larger than 8 feet x 8 feet x 8 feet; and
- (iii) must be for a solo performance (i.e., no two-person or multi-person dances).

(7) To the extent a Producer records a virtual interview or virtual audition:

- (a) the recording shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose; and
- (b) the Producer may not make the recording available publicly without the prior written consent of the performer, which must be obtained at the time of use.

(8) The provisions of the Schedules to this Codified Basic Agreement regarding interviews and auditions (Sections 14 and 15 of Schedule A; Section 19 of Schedule B; Section 44 of Schedule C; Section 17 of Schedule E; Section 23 of Schedule F; Section 11 of Schedule K-I; and Section 13 of Schedule K-II) shall also apply to virtual interviews and virtual auditions, except as follows:

(a) Any requirement in the Schedules to compensate a performer for waiting time associated with an interview shall be calculated based on the day performer minimum.

(b) Any requirement in the Schedules to compensate a performer for waiting time associated with an audition or if the performer is not given employment in the picture shall be calculated based on the day performer minimum.

(c) Any sign-in sheet requirements in the Schedules are replaced with the following:

Producer shall maintain a record of performers who attend a virtual interview or virtual audition, including the performer's name, performer's agent (if any), whether the virtual interview or virtual audition was recorded, the actual call and waiting time.

(d) Any provisions in the Schedules regarding parking spaces/parking costs do not apply."

F. Claims for payment in accordance with Section 47.E.(8) are subject to grievance and arbitration under Section 9 of this Agreement. All other claims under Section 47.D. and Section 47.E. above are subject to grievance and arbitration. However, with respect to claims under Section 47.D. and Section 47.E., above, other than a claim for payment in accordance with Section 47.E.(8) above, if the parties fail to resolve the dispute within twenty (20) days after the matter has been brought to the attention of the other party, the aggrieved party may refer the dispute to the Industry-Union Cooperative Committee by delivery to the other party of a written statement of the dispute stating the facts giving rise to the dispute. In the event the necessary evidence is not available for examination, then the twenty (20) day period may be extended to a period not to exceed ninety (90) days or to a longer period of time as may be agreed upon by the parties.

In the event the Industry-Union Cooperative Committee does not meet or reach a decision within six months of the referral, and the dispute remains unsettled, the aggrieved party may deliver to the other party a written demand for arbitration setting forth the facts and the issue(s) to be arbitrated pursuant to Section 9.

Make conforming changes, including modifications to the first sentence of the second paragraph of Section 19.C. of Schedule B to provide that the obligation to obtain the Union's prior consent for videotaped interviews only applies to "in person" videotaped interviews.

Exhibit B: Artificial Intelligence

61 DIGITAL REPLICATION AND ALTERATION

The parties acknowledge that the Producers have historically used digital technologies during all stages of motion picture production (including pre-visualization, pre-production, production, post-production, distribution, marketing).

It is understood that this Section 61 is not intended to expand or contract the Producer's or the Union's existing rights and obligations under the Codified Basic Agreement and Television Agreement, except as provided below.

1. Digital Replication and Alteration of Performers

"This Section 61 applies when a performer or background actor is employed by the Producer under this Agreement and, in connection with the performer's or background actor's employment, the Producer, directly or through a third party, (i) uses digital technology to simulate the voice or likeness of the performer or background actor (a "Digital Replica"), (ii) uses or incorporates a Digital Replica into a motion picture, or (iii) digitally alters the performer or background actor's voice or likeness.

A. Services for Creation of Digital Replicas

(1) A Producer must notify a performer or background actor at the time of engagement or booking if it will require the performer or background actor to provide services for purposes of creating a Digital Replica and shall obtain the performer's or background actor's prior written consent. The consent shall be set forth in a letter or other writing separate from the original employment contract or voucher, must be clear and conspicuous and must include a description of the intended use of the Digital Replica in the motion picture.

(2) Time spent in creation of a Digital Replica shall be treated as work time; however, consecutive employment provisions shall not apply.

B. Use of a Digital Replica

(1) A Producer may use a performer's or background actor's Digital Replica only in the motion picture for which the performer or background actor was employed. The Producer must obtain the Union's and the performer's or background actor's consent to use the Digital Replica in new photography or sound track not previously recorded by the performer or background actor for that motion picture; provided, however, that no consent is required for post-processing editing, rearranging, or limited manipulation of the photography or sound track, such as noise reduction, timing and speed, continuity, pitch and tone, clarity, addition of visual/sound effects or filters not related to

manipulation of the performance itself, or other similar purposes provided the photography and/or sound track remains substantially as scripted, performed, and/or recorded.

(2) A Producer may not use a performer's or background actor's Digital Replica in connection with a motion picture other than the one for which the performer or background actor was employed or in any other field or medium without obtaining the Union's and the performer or background actor's consent.

(3) A Producer may not use a deceased performer or background actor's Digital Replica without the consent of the Union and the performer or background actor's estate.

(4) Any consent required from the performer or background actor under this Paragraph B. must be obtained prior to the use of the Digital Replica. Consent for subsequent use cannot be obtained at the time of initial employment. The Union's consent may be obtained on a per-production basis or in such other manner as the Union and Producer may agree.

C. Digital Alteration

(1) The Producer must obtain the consent of the performer or background actor to digitally alter photography or sound track previously recorded by the performer or background actor (other than alterations described in the next paragraph). Consent must be obtained prior to making the proposed alterations, shall be set forth in a letter or other writing separate from the original employment contract, must be clear and conspicuous, and must include a description of the intended alterations sufficiently specific to allow the performer to make an informed decision. Producer may obtain consent for additional alterations in the same manner at the time the alterations are made.

(2) The Producer need not obtain the consent of the performer or background actor under Paragraph C(1). above to perform editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of noise reduction, timing and speed, continuity, pitch and tone, clarity, addition of visual/sound effects or filters, or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement, provided the photography and/or sound track remains substantially as scripted, performed, and/or recorded."

2. Digital Replication of Background Actors

Digital Replicas of background actors will not be used in lieu of hiring background actors necessary to fulfill the applicable coverage minimums for the scene(s) to be photographed.

3. Synthetic Performers

“Except as otherwise provided in this Agreement, Producers agree that the work customarily performed by SAG-AFTRA-represented performers and background actors must be performed by a natural person covered by the Codified Basic Agreement or Television Agreement, as applicable.

4. Good Faith Bargaining on Terms

The parties agree to bargain promptly and in good faith regarding the applicable terms and conditions, including compensation, relating to all of the foregoing.

5. Mutual Cooperation on Digital Replicas and Generative Artificial Intelligence

“The Producers and SAG-AFTRA shall meet regularly during the term of the 2023 Agreements to discuss the topics in this section 61 and section 61.1. Topics of discussion shall include, but not be limited to, changes and advances in technology, protection of content, enforcement, and potential use of synthetic performers and background actors to perform human roles in live action motion pictures produced under the Codified Basic Agreement or Television Agreement. Topics of discussion with regard to use of Digital Replicas will include similarities to animated motion pictures and the production of ‘hybrid’ motion pictures (e.g., artificially generated performers voiced by a real performer).

61.1 GENERATIVE ARTIFICIAL INTELLIGENCE

The parties acknowledge that the types of artificial intelligence, machine learning, and similar technologies used in the motion picture industry vary and are evolving, but agree that the term Generative Artificial Intelligence (“GAI”) has become the predominant term used to generally refer to a subset of artificial intelligence and machine learning that learns (for example through algorithms, knowledge graphs, decision trees, neural networks, large language models, or deep learning networks) from content and data inputs and generates content (such as, for example, video, images, sound or text) based on, derivative of, or as a result of processing that input (e.g., ChatGPT4, MidJourney, Dall-E2). GAI is understood to not include ‘traditional’ digital technologies programmed to perform specific functions or tasks rather than the generation of content (e.g., CGI and VFX), such as those already used during all stages of motion picture production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing). The parties further acknowledge that the technology is rapidly evolving and new technologies may be developed that perform many of the same functions of GAI, as described above. The term GAI is used here for convenience and this Section 61 shall also apply to those technologies.

Accordingly, Producer shall obtain consent from the Union and the performer or background actor prior to the training of a GAI system on photography (including still photographs) or soundtrack of the performer or background actor. A description of Producer's intended use of any audio, visual, or audiovisual content generated by the AI system must be provided prior to the training.

SAMPLE

Exhibit C: Initial Release to New Media

- I. CBA, Sideletter 21 and TVA, Sideletter H, are renewed for the term of the Interim Agreement and Successor Agreement, and are modified to provide additional terms for made for new media programs that do not meet the definition of a “high budget” SVOD picture as follows:

For pictures/episodes with an intended initial release to a new media platform that do not meet the “high budget” thresholds and/or are also not at least twenty (20) minutes in length as exhibited, add the following to the list of applicable provisions: initial compensation minimums, employment of minors, and turnaround (16 hour rule for background)

For all derivative and original pictures/episodes that are budgeted below the “high budget” SVOD or “high budget” AVOD thresholds and have an initial exhibition in new media, initial compensation shall cover thirteen (13) consecutive weeks on all free-to-the-consumer/advertiser-supported new media platforms, and twenty-six (26) consecutive weeks on all consumer pay new media platforms.

For exhibitions beyond thirteen (13) weeks on new media free-to-the-consumer/advertiser-supported platforms, fixed residuals based on twenty-five percent (25%) of total applicable minimum salary shall be due for each of the two (2) consecutive twenty-six (26) week exhibitions on free-to-the-consumer/advertiser-supported new media platforms for the first year following initial exhibition. Thereafter, residuals shall be based on six percent (6%) of Distributor’s gross receipts. For ongoing exhibitions beyond twenty-six (26) weeks on consumer pay new media platforms, three and six-tenths percent (3.6%) of Distributor’s gross receipts shall be due. Health and Pension/Retirement contributions shall be in addition to the residuals due.

- II. A new Paragraph F. for “High Budget AVOD Programs” is added to TVA, Sideletter H and CBA, Sideletter 21 as provided below, with and necessary conforming changes made (and the existing Paragraph F. and subsequent Paragraphs are re-lettered accordingly):

- F. “High Budget” New Media Productions Made for Initial Exhibition on a Free-To-The-Consumer Advertiser-Supported New Media Platform.

“The terms and conditions in this Paragraph F. apply to programs that satisfy the definition of a ‘High Budget AVOD Program’ (as set forth in subparagraph 1. below) which commence principal photography on or after July 1, 2023, except that in the case of a series, this Paragraph F. shall not apply to any season for which principal photography of the first episode of the season commences prior

to July 1, 2023. Instead, the season shall continue to be subject to the terms and conditions of Paragraph B. or D. of Sideletter No. 21 to the 2020 Codified Basic Agreement or Sideletter H to the 2020 Television Agreement, as applicable.

The Producer shall not reduce those terms and conditions of employment which were previously provided to SAG-AFTRA-represented employees pursuant to an individual negotiation between the Producer and the employee on programs or series covered by this Paragraph F.

“1. ‘High Budget AVOD Programs’ Defined
 “Except as otherwise provided herein, the terms and conditions set forth in Paragraph F. of this Sideletter shall be applicable only to dramatic live action New Media productions made for initial exhibition on a free-to-the-consumer advertiser-supported New Media platform which meet the following ‘high budget’ criteria (hereinafter ‘High Budget AVOD Programs’):

Length of Program as Initially Exhibited*	‘High Budget’ Threshold
20-35 Minutes	\$1,030,000 or more
36-65 Minutes	\$1,750,000 or more
66 Minutes or more	\$3,000,000 or more
* Programs less than 20 minutes are not considered ‘high budget’ for purposes of Paragraph F. of this Sideletter.	

“2. Compensation
 “Minimum initial compensation for performers and covered background actors employed on a High Budget AVOD Program shall be the applicable rates under this Agreement.

“3. Other Terms and Conditions
 “Except as otherwise provided herein, the terms and conditions applicable to High Budget AVOD Programs shall be those applicable under this Agreement to dramatic programs made for basic cable, subject to the following clarifications and modifications:

“(a) A High Budget AVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget AVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; a High Budget AVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and a

High Budget AVOD Program 96 minutes or longer shall be treated as a 120-minute program.⁶

“(b) Reuse of Photography or Sound Track

“(i) Promotional reuse of photography or sound track from a High Budget AVOD Program in all media shall be governed exclusively by the provisions of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media relating to promotional use.

“(ii) Non-Promotional Reuse of Photography or Sound Track

“(A) Non-Promotional Reuse of Photography or Sound Track in New Media

“(1) For non-promotional reuse of photography or sound track from one episode of a High Budget AVOD series in another episode of the same series, Section 36 of the Television Agreement shall apply.

“(2) For any other non-promotional reuse of photography or sound track of a High Budget AVOD Program in New Media, the reuse provisions of Section 3 of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media shall apply (*i.e.*, the High Budget AVOD Program shall be treated as a “television motion picture” for purposes of such provisions).

“(B) Non-Promotional Reuse of Photography or Sound Track Other than in New Media

Section 36 of the Television Agreement shall apply to the reuse of photography or sound track from a High Budget AVOD Program in any medium other than New Media (*e.g.*, in traditional media), except that the performer may agree to reuse at the time of employment, if bargaining is required.

“(iii) In no event shall the Producer be required to bargain and/or make payment for reuse of photography or sound track from a High Budget AVOD Program if it would not be required to do so under Section 36 of the Television Agreement or the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media.

“(c) In recognition that programs made for New Media involve a new and evolving form of production and may not be subject to the same production model as applies to traditional television motion pictures, thereby rendering possible the use of alternative preparation and shooting methods and schedules, the Union agrees to consider in good faith requests for waivers to facilitate the use of such alternative methods and schedules on High Budget AVOD Programs when appropriate.

“4. Reuse

“The provisions below apply to the reuse of High Budget AVOD Programs.

“(a) Initial compensation for a High Budget AVOD Program shall constitute payment for a twenty-six (26) consecutive week period of use on any free-to-the-consumer advertiser-supported new media platform, commencing with the first day that the High Budget AVOD Program is available on any free-to-the-consumer advertiser-supported new media platform.

“(b) For all uses of a High Budget AVOD Program on any free-to-the-consumer advertiser-supported platform beyond the twenty-six (26) consecutive week period, the Producer shall pay a residual equal to six percent (6.0%) of the ‘Distributor’s gross,’ as defined in Paragraph 4 of the ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,’ attributable to the period beyond the twenty-six (26) consecutive week use period. Health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable, shall be paid in addition to the payment required hereunder.

“It is understood that ‘Distributor’s gross’ does not include advertising revenues received by the free-to-the-consumer advertiser-supported platform unless the license, distribution or

other agreement between the Producer and the free-to-the-consumer advertiser-supported platform provides for sharing in such revenues for exhibition of the High Budget AVOD Program.

(i) For clarity, If advertising time is withheld by the platform (i.e., barter), the fair market value of the amount allocated to the “barter” portion of the deal shall be included in the Distributor’s gross referred to above.

“(c) For exhibition of a High Budget AVOD Program on any consumer pay new media platform, the Producer shall make a residual payment equal to three and six-tenths percent (3.6%) of ‘Distributor’s gross’ as defined in Paragraph 4 of the ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.’ Such payment shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable.

“(d) For use of a High Budget AVOD Program in traditional media (e.g., theatrical exhibition, free television, basic cable, pay television, home video), the Producer shall pay residuals under existing Television Agreement formulas.

“(e) Residuals payable for High Budget AVOD series under this Paragraph F. that are calculated as a percentage of ‘Distributor’s gross’ shall be distributed among performers according to the 3-2-1 ratable distribution formula in Section 18.2 of the SAG-AFTRA Television Agreement. Residuals payable for all other High Budget AVOD Programs that are calculated as a percentage of ‘Distributor’s gross’ shall be distributed among performers according to the time and salary units formula provided in Section 5.2.B. of the General Provisions of the SAG-AFTRA Codified Basic Agreement.”

⁶ For purposes of determining the applicable compensation and other terms and conditions under Paragraph F. of this Sideletter, the parties agree that an episode of a High Budget AVOD series may exceed the “program length” which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget AVOD series falls in the 20-35 minute category, a given episode of such series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

III. TVA, Sideletter H, Paragraphs E.1., E.5.(a) and E.7. and the same paragraphs of CBA, Sideletter 21 are modified as follows:

“E. “High Budget” Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-On-Demand Consumer Pay Platform

“1. Prospective Application

“(a) A season, the first episode of which commences principal photography prior to July 1, 2023, of a High Budget SVOD series that continues in production on or after July 1, 2023 and was grandfathered, and remains grandfathered, pursuant to Paragraph E.1.(a) of Sideletter No. 21 of the Codified Basic Agreement of 2020 or Sideletter H of the 2020 Television Agreement re Programs Made for New Media (hereafter each referred to as “the 2020 Sideletter re Programs Made for New Media”) (*i.e.*, it is subject to the Sideletter re Programs Made for New Media of the 2014 or 2011 Codified Basic Agreement or Television Agreement, as applicable) shall continue to be grandfathered if it continues to meet the test in Paragraph E.1. of the applicable Sideletter and shall not be subject to Sideletter No. 21 of the Codified Basic Agreement of 2023 or Sideletter H of the 2023 Television Agreement re Programs Made for New Media (hereafter each referred to as “the 2023 Sideletter re Programs Made for New Media”), except that:

“(i) The major role performer rates do not apply;

“(ii) The rates for stunt coordinators employed on a “flat deal basis” and for photo doubles (Schedule X, Parts I and II) are increased by the general wage increases

“(iii) Otherwise, the minimum salary rates and fringe rates shall be as set forth in this Agreement.

“Grandfathering’ as set forth above is eliminated for any new season of a High Budget SVOD series for which principal photography of the first episode of the season commences on or after July 1, 2023. All episodes of that season and any subsequent seasons of the series shall be subject to the terms and conditions (including residuals) applicable during the contract year in which the episode is produced.

2. “High Budget SVOD Programs” Defined

The terms and conditions set forth in Paragraph E. of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following “high budget” criteria (hereinafter “High Budget SVOD Programs”) and are not “grandfathered” as provided in Paragraph E.1. above:

Length of Program as Initially Exhibited*	‘High Budget’ Threshold
20-35 Minutes	\$1,030,000 and above
36-65 Minutes	\$1,750,000 and above
66 Minutes or more	\$3,000,000 and above
* Programs less than 20 minutes are not considered “high budget” for purposes of this Section, regardless of their budgets.	

“Any new season of such series for which principal photography of the first episode of the season commences on or after July 1, 2023 shall be subject to the terms and conditions (including residuals) applicable under this Paragraph E. during the contract year in which the episode is produced.

“3. Compensation

“Minimum initial compensation for performers employed on a High Budget SVOD Program shall be the applicable rates under this Agreement.

“4. Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to High Budget SVOD Programs shall be those applicable under this Agreement to dramatic programs made for network prime time, subject to the following clarifications and modifications:

- “(a) A High Budget SVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget SVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; a High Budget SVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and a High Budget SVOD Program 96 minutes or longer shall be treated as a 120-minute program.¹

¹ For purposes of determining the applicable compensation and other terms and conditions under Paragraph E. of this Sideletter, the parties agree that an episode of a High Budget SVOD series may

exceed the “program length” which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series falls in the 20-35 minute category, a given episode of such series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

“(b) The “major role” performer provisions in the Television Agreement shall not apply, other than on seasons of a 20-35 minute or 36-65 minute High Budget SVOD series that commence principal photography on or after July 1, 2023.

“(c) Reuse of Photography or Sound Track

“(i) Promotional reuse of photography or sound track from a High Budget SVOD Program in all media shall be governed exclusively by the provisions of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media relating to promotional use.

“(ii) Non-Promotional Reuse of Photography or Sound Track

“(A) Non-Promotional Reuse of Photography or Sound Track in New Media

“(1) For non-promotional reuse of photography or sound track from one episode of a High Budget SVOD series in another episode of the same series, Section 36 of the Television Agreement shall apply.

“(2) For any other non-promotional reuse of photography or sound track of a High Budget SVOD Program in New Media, the reuse provisions of Section 3 of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media shall apply (*i.e.*, the High Budget SVOD Program shall be treated as a “television motion picture” for purposes of such provisions).

“(B) Non-Promotional Reuse of Photography or Sound Track Other than in New Media

Section 36 of the Television Agreement shall apply to

the reuse of photography or sound track from a High Budget SVOD Program in any medium other than New Media (e.g., in traditional media), except that the performer may agree to reuse at the time of employment, if bargaining is required.

“(iii) In no event shall the Producer be required to bargain and/or make payment for reuse of photography or sound track from a High Budget SVOD Program if it would not be required to do so under Section 36 of the Television Agreement or the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media.

“(d) It is understood that the advance payment of residuals provision in Section 18(d) of the Television Agreement as modified by Section 3.r.iii. of this Agreement allows the crediting of all residuals payable for the reuse of a High Budget SVOD Program (other than residuals under Section 18(b)(2)g) concerning broadcast syndication sales of a High Budget SVOD Program under a license agreement entered into on or after July 1, 2020 for a performer whose contract is entered into on or after July 1, 2020), regardless of whether the residuals are a fixed or percentage payment.

“(e) For a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers, or a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers that is budgeted at \$1,030,000 or more but less than \$2,100,000 for a program between 20 and 35 minutes in length, \$1,750,000 or more but less than \$3,800,000 for a program between 36 and 65 minutes in length, \$3,000,000 or more but less than \$4,000,000 for a program between 66 and 95 minutes in length and \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) for a program 96 minutes or more in length, the following additional modifications shall apply:

“(i) The provisions of this subparagraph E.4.(e)(i) only apply to contracts entered into prior to July 1, 2023, and do not apply to contracts entered into on or after that date.

“Producer may credit amounts in excess of 65% of the minimum, but not to exceed the minimum, against any other compensation otherwise due to a series or term contract

performer (e.g., overtime, penalties, and residuals, regardless of whether the threshold for advance payment of residuals has been met). Such crediting shall not apply to background actors or performers other than series or term contract performers. (Note that this crediting is in addition to the rights of crediting of residuals provided in Paragraph E.4.(d) of this Sideletter.)

“Following is an example of such crediting:

“A series contract performer engaged on a 62-minute High Budget SVOD program made for initial exhibition on a subscription video-on-demand consumer pay platform with over 5 million but fewer than 20 million subscribers, for which principal photography commences on July 1, 2021, is guaranteed employment on seven (7) episodes at the rate of \$7,000 per episode. Up to \$1,721.65 (i.e., 35% of the minimum salary rate of \$4,919 per episode) may be credited against any other compensation otherwise due. If the series contract performer works 14 hours and is due four (4) hours of overtime at \$200 per hour, the Producer may credit \$800, leaving \$921.65 available to be credited against any other compensation due to the performer.

“If the same High Budget SVOD Program is made available for one year on the same platform, the series contract performer would be entitled to a residual of \$1,301.92, calculated as 45% of the residual base of \$2,893.15 (which residual base is 65% of the series contract performer's total actual compensation up to 65% of the applicable High Budget SVOD ceiling). Assuming that \$100 is left to be credited from the total amount available for crediting under this provision (i.e., \$1,721.65), the series contract performer would receive payment for \$1,201.92 in residuals.

“(ii) On days for which the Television Agreement requires premium pay for travel, such travel time shall be compensated at straight time with respect to employment covered hereunder.

“(f) In recognition that programs made for New Media involve a new and evolving form of production and may not be subject to the same production model as applies to traditional television motion pictures, thereby rendering possible the use of alternative preparation and

shooting methods and schedules, the Union agrees to consider in good faith requests for waivers to facilitate the use of such alternative methods and schedules on High Budget SVOD Programs when appropriate.

“5. Reuse

“The provisions below apply to the reuse of High Budget SVOD Programs.

“(a) (i) Initial compensation paid to performers employed on a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform constitutes payment for ninety (90) days of use worldwide on such platform (including any related or affiliated foreign subscription video-on-demand consumer pay platform), commencing with the first day the High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform(s).

“(ii) Subsequent Use on a Domestic Subscription Consumer Pay Platform.

For use on the subscription video-on-demand consumer pay platform in the United States and Canada on which the High Budget SVOD Program is initially exhibited during the first exhibition year after the ninety (90) day period following the initial availability of the Program on such platform, and for each year of domestic use thereafter, the Producer shall pay residuals calculated by multiplying the performer's “total actual compensation” (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in the chart below, by the applicable percentage for the period of use set forth in subparagraph (A) below and by the subscriber factor set forth in subparagraph (B) below.

HBSVOD Program Length		7/1/23 Ceilings
1/2 Hour	(20 - 35 minutes)	\$3441 (increased to \$3579 as of 7/1/24 and \$3722 as of 7/1/25)
1 Hour	(36 - 65 minutes)	\$4896 (increased to \$5092 as of 7/1/25 and \$5296 as of 7/1/26)
90 Minutes	(66 - 95 minutes)	\$6020
2 Hour	(96+ minutes)	\$7526
15M Budget at least 85+ minutes long for 20+ million subscriber platforms		3x weekly scale

“(A) Percentage of “Total Actual Compensation” (Subject to Applicable Ceiling) Payable for Residuals.

Exhibition Year*	Percentage of “Total Actual Compensation” (Subject to Applicable Ceiling)
1	45.0%
2	40.0%
3	35.0%
4	25.0%
5	20.0%
6	15.0%
7	10.0%
8	10.0%
9	10.0%
10	5%
11	5%
12	5%
13	1.5%

“* Exhibition Year 1 shall commence on the first day that the High Budget SVOD Program is made available for exhibition on the subscription video-on-demand consumer pay platform following ninety (90) days after the initial exhibition date. Each Exhibition Year thereafter shall commence with the first day that the High Budget SVOD Program is made available for exhibition on the subscription video-on-demand consumer pay platform following the conclusion of the prior one-year use period.

“(B) Subscriber Factor

“(1) For a High Budget SVOD Program that commences principal photography prior to July 1, 2024:

Subscriber Tier	Domestic Subscribers	Subscriber Factor
1	Under 1 million	20%*
2	1 million to 5 million	40%
3	Over 5 million but fewer than 20 million	65%
4	20 million to 45 million	100%
5	Over 45 million	150%

“* No residual shall be owed for the first year of exhibition

of a High Budget SVOD Program or series produced for initial exhibition on a subscription consumer pay platform with fewer than 1,000,000 domestic subscribers.

“2) For a High Budget SVOD Program that commences principal photography on or after July 1, 2024:

Subscriber Tier	Domestic Subscribers	Subscriber Factor
3	Fewer than 20 million	65%
4	20 million to 45 million	100%
5	Over 45 million	150%

“(C) Payment

“Payment for each Exhibition Year shall be due sixty (60) days after the end of the calendar quarter in which the High Budget SVOD Program was first made available in that Exhibition Year.

“(iii) Use on a subsequent Subscription Video-on-Demand Consumer Pay Platform

For each year of use, the Producer shall pay residuals calculated by multiplying the performer’s “total actual compensation” (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in the chart above, by the applicable percentage for the period of use set forth in subparagraph (A) above and by the subscriber factor set forth in subparagraph (B) above.

1. The applicable Exhibition Year for purposes of calculating residuals for any subsequent Subscription Video-on-Demand Consumer Pay Platform shall commence with the Year following the Exhibition Year last reported for the initial Subscription Video-on-Demand Consumer Pay Platform. For example, if residuals were paid through Year 5 for exhibition on the initial release platform, residuals for the subsequent platform would commence with Year 6 and continue thereafter.

“(iv) Use on a Foreign Subscription Video-on-Demand Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Video-on-Demand Consumer Pay Platform.^{7, 8}

⁷ Residuals shall also be payable under this provision when the Producer is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform.

⁸ It is understood that this provision also applies when a subscription consumer pay platform that holds foreign exhibition rights sublicenses those rights.

“(A) Foreign Subscription Video-on-Demand Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Video-on- Demand Consumer Pay Platform with Over 45 Million Subscribers.

“(1) When Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on- demand consumer pay platform with over 45 million subscribers and also licenses SVOD rights for use on its related or affiliated foreign subscription video-on-demand consumer pay platform(s), Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the domestic subscription video-on-demand consumer pay platform) calculated by multiplying the performer's “total actual compensation” (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in subparagraph E.5.(a)(ii) above, by the applicable percentage for the period of use set forth in subparagraph E.5.(a)(ii)(A) above and by the foreign subscriber factor set forth below.

Subscriber Tier	Foreign Subscribers	Subscriber Factor
1	Fewer than 20 million	47%
2	20 million to 45 million	60%
3	More than 45 million but fewer than 75 million	75%
4	75 million or more	90%

“The preceding formula does not apply to any High Budget SVOD Program or episode or part of a High Budget SVOD series that commences principal photography prior to July 1, 2023; instead, the Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the

domestic subscription video-on-demand consumer pay platform) that is thirty-five percent (35%) of the domestic residual set forth in subparagraph E.5.(a)(ii) above.

“Payment of the additional fixed residual above shall cover worldwide use of the High Budget SVOD Program on all foreign subscription video-on-demand consumer pay platforms for the applicable exhibition year.

- “2) However, when Producer’s license includes the SVOD rights for use on the related or affiliated foreign subscription video-on-demand consumer pay platform(s) of such domestic subscription video-on-demand consumer pay platform in foreign territories which constitute fifteen percent (15%) or less of the value of all foreign markets (*i.e.*, outside the United States and Canada), then gross receipts- based residuals for such foreign SVOD licensing shall be paid pursuant to subparagraph 5.(a)(iii)(B)2) below in lieu of the foreign fixed residual in subparagraph 5.(a)(iv)(A)1) above. In that case, the Producer shall allocate a fair and reasonable portion of the license fee to the foreign territories for which related or affiliated foreign subscription consumer pay platform(s) have exhibition rights, and make a residual payment equal to 3.6% of such allocated amount, which amount shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable.^{9, 10} If the Union contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated.

⁹ If the Producer is related to or affiliated with the domestic subscription video-on-demand consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor’s payments to unrelated or unaffiliated entities in arms’ length transactions for comparable programs, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms’ length transactions, or, if none, a comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs.

¹⁰ At the Union's request, the Producer must make an unredacted license agreement available for inspection at the Producer's office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the "Sideletter re Exhibition of Motion Pictures Transmitted Via New Media."

"(B) Foreign Subscription Video-on-Demand Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Video-on-Demand Consumer Pay Platform with 45 Million or Fewer Subscribers.

"1) When a Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with 45 million or fewer subscribers and also licenses "worldwide" SVOD rights to its related or affiliated foreign subscription consumer pay platform(s), the Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial exhibition on the domestic subscription video-on-demand consumer pay platform) as set forth in subparagraph E.5.(a)(iv)(A)1) above.

"2) When a Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with 45 million or fewer subscribers and also licenses foreign SVOD rights other than "worldwide" to its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall make a residual payment equal to 3.6% of "Distributor's gross" as defined in Paragraph 4 of the "Sideletter re Exhibition of Motion Pictures Transmitted Via New Media." Such payment shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable. For purposes of this provision, when the license includes both the right to exhibit a High Budget SVOD Program on a domestic subscription video-on-demand consumer pay platform and on its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall allocate a fair and reasonable portion of the license fee to the

foreign territories for which related or affiliated foreign subscription video-on-demand consumer pay platform(s) have exhibition rights, and then make the residual payment provided herein of such allocated amount.^{11, 12} If the Union contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated

* * *

¹¹ If the Producer is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor's payments to unrelated or unaffiliated entities in arms' length transactions for comparable programs, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms' length transactions, or, if none, a comparable exhibitor's payments to comparable unrelated and unaffiliated entities in arms' length transactions for comparable programs.

¹² At the Union's request, the Producer must make an unredacted license agreement available for inspection at the Producer's office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the "Sideletter re Exhibition of Motion Pictures Transmitted Via New Media."

"(iii) Absent any agreement to the contrary between the new subscription consumer pay platform and the Union:

"(A) Initial compensation and other terms and conditions for a High Budget SVOD Program that commences principal photography prior to the ninetieth (90th) day after the launch of a new subscription consumer pay platform shall be those that are applicable to a High Budget SVOD Program made for a subscription consumer pay platform with fewer than 20 million domestic subscribers.

"(B) Residuals for High Budget SVOD Programs that commence principal photography prior to the ninetieth (90th) day after launch shall be calculated according to the number of domestic (and foreign, if applicable) subscribers to the subscription consumer pay platform as of ninety (90) days after launch.

"7 . Subscriber Count for High Budget SVOD Programs

“(a) The number of domestic (and foreign, if applicable) subscribers shall be determined as of July 1st of each year of the Agreement and shall apply for all purposes under Paragraph E. of this Sideletter to a High Budget SVOD Program or episode of a High Budget SVOD series, the principal photography of which commences on or after July 1st of the measuring year but not later than June 30th of the following year. The number of domestic (and foreign, if applicable) subscribers so determined shall apply to the Program or the episode of the High Budget SVOD series in perpetuity.

(i) For release to a subsequent Domestic or Foreign SVOD Platform of a High Budget SVOD Program or episode of a High Budget SVOD series, the delivery of which commences on or after July 1st of the measuring year but not later than June 30th of the following year. The number of domestic (and foreign, if applicable) subscribers so determined shall apply to the Program or the episode of the High Budget SVOD series in perpetuity.

“(b) The parties shall agree upon a methodology to determine the domestic (and foreign, if applicable) subscriber tier when the subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music or free shipping.

“(c) In addition to any other exclusion agreed to by the parties, the domestic (and foreign, if applicable) subscriber count for any subscription consumer pay platform shall exclude subscribers during any “free trial period” of no more than thirty (30) days.

“(d) The following shall apply to a new subscription consumer pay platform that launches on or after July 1, 2023:

“(i) Such platform is encouraged to enter into good faith discussions with the Union prior to launch to reach agreement on the number of domestic (and foreign, if applicable) subscribers to be attributed to that platform for purposes of applying the provisions of this Sideletter pertaining to High Budget SVOD Programs.

“(ii) The number of domestic (and foreign, if applicable) subscribers to a new subscription consumer pay

platform shall be determined ninety (90) days after launch, and shall apply for the remainder of the measuring year (*i.e.*, until the July 1st immediately following the 90th day after launch). Thereafter, the number of domestic subscribers shall be determined as of July 1st of each year of the Agreement as provided in subparagraph 7.(a) above.

SAMPLE