

June 6, 2023
Modified January 17, 2024

**MEMORANDUM OF AGREEMENT FOR
DIRECTORS GUILD OF AMERICA BASIC AGREEMENT OF 2023
AND FREELANCE LIVE AND TAPE TELEVISION AGREEMENT OF 2023**

This Memorandum of Agreement is entered into between the Directors Guild of America, Inc. ("DGA") and the Alliance of Motion Picture and Television Producers, Inc. ("AMPTP"), on behalf of the Employers which authorized the AMPTP to bargain on their behalf, which Employers are listed on Attachments #1 (Basic Agreement) and #2 (FLTТА) hereto.

The Directors Guild of America Basic Agreement of 2020 is referred to herein as "the 2020 BA" and the Directors Guild of America Freelance Live and Tape Television Agreement of 2020 is referred to herein as "the 2020 FLTТА." The terms of the 2020 BA (including all sideletters) shall be incorporated in the Directors Guild of America Basic Agreement of 2023, except as provided below and subject to conforming changes. The terms of the 2020 FLTТА (including all sideletters) shall be incorporated in the Directors Guild of America Freelance Live and Tape Television Agreement of 2023, except as provided below and subject to conforming changes. The terms of this Memorandum of Agreement shall prevail over any inconsistent provision in the 2020 BA or 2020 FLTТА. The language in this Memorandum is not in contract language, except when so designated or when the context clearly indicates otherwise.

The provisions herein shall be effective as of July 1, 2023, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

1. Term

The term of the 2023 BA and the 2023 FLTТА shall be for three (3) years, commencing on July 1, 2023 to and including June 30, 2026.

2. Wages (U-1)

- a. Minimum salaries and residuals in the 2020 BA and 2020 FLTТА shall be increased as follows:
 - i. Except as provided elsewhere in Item 2.a. below, all salary rates shall be increased by five percent (5%) effective July 1, 2023, by an additional four percent (4%) effective July 1, 2024 and by an additional three and one-half percent (3.5%) effective July 1, 2025. These increases shall be compounded.
 - ii. The salary rates for directors of pay television motion pictures (other than on a pay-per-view basis) of a type generally produced for network prime time television and directors of High Budget SVOD Programs shall be increased by three percent (3%) effective July 1, 2023, by an additional two percent (2%) effective January 1, 2024,

- by an additional four percent (4%) effective July 1, 2024 and by an additional three and one-half percent (3.5%) effective July 1, 2025. These increases shall be compounded.
- iii. The salary rates for directors of strip dramatic non-network and network non-prime time programs (see Article 6, Section D.1. of the FLTTA) shall be increased by three and one-half percent (3.5%) effective July 1, 2023, by an additional three percent (3.0%) effective July 1, 2024 and by an additional three percent (3.0%) effective July 1, 2025. These increases shall be compounded.
 - iv. The salary rates for directors employed on sports programs (see Article 6, Section F. of the FLTTA) and for directors employed on news and commentary programs (see Article 6, Section G. of the FLTTA) shall be as provided in the 2023 DGA Network Freelance Directors Agreement.
 - v. The salary rates for local freelance directors (see Article 6, Section H.2. of the FLTTA) shall be as provided in the 2023 DGA Network Freelance Directors Agreement.
 - vi. Residuals for reruns of dramatic programs in network prime time shall remain at the rates in effect as of June 30, 2023.
 - vii. Residual bases for network non-prime time and syndication (see Paragraphs 11-101(b)(2) and 24-301); basic cable; AVOD (Sideletter No. 15 of the Basic Agreement, Section 3.A.(4)(b)(i)(D) and Sideletter No. 14 of FLTTA, Paragraph 3.D.(2)(a)(iv)(A) and (B)); foreign free television (see Paragraph 11-102); domestic reruns of non-dramatic programs in network prime time (Paragraph 11-101(b)(1)(ii)); and pay television exhibition of sports and non-staged event programs (Section 20-500 of the Basic Agreement and Article 29.E. of FLTTA) shall be increased by three percent (3%) effective July 1, 2023, by an additional three percent (3%) effective July 1, 2024 and by an additional three percent (3%) effective July 1, 2025, subject to Item 3.a. below. These increases shall be compounded.
 - viii. The residual bases for High Budget SVOD Programs shall be increased by two and one-half percent (2.5%) effective July 1, 2023 (see Item 5.c. below).
 - ix. The residual bases for pay television motion pictures (other than on a pay-per-view basis) (see Paragraph 20-401(a)(4)(i) and (ii) of the Basic Agreement and Article 29.D.1.(d) of the FLTTA) shall remain at the rates in effect as of June 30, 2023.
 - b. Effective July 1, 2024, excerpt fees shall be increased by five percent (5%); lead-in fees shall be increased to \$121; underwater work allowance shall be increased to \$194; aircraft flight allowance shall be increased to \$194; dinner allowance shall be increased to \$33; the incidental allowance shall be increased to \$24 and the wrap supervision fee shall be increased to \$62.

- c. Modify Sideletter No. 21 of the Basic Agreement so that, effective January 1, 2024, the Sideletter no longer applies to pay television motion pictures (other than on a pay-per-view basis) of a type generally produced for network prime time television nor to High Budget Subscription Video on Demand (High Budget SVOD) Programs. Notwithstanding the prior sentence, Sideletter No. 21 applies to work on additional scenes and reshoots (and associated wrap) that takes place after January 1, 2024 for those pay television and High Budget SVOD series that complete principal photography prior to January 1, 2024.

3. **Pension and Health** (U-2)

a. **Pension and/or Health Contribution Rate Increases** (U-2.A.)

The Employer pension and/or health contribution rates shall increase by a total of one-half percent (0.5%) in each of the second and third years of the Agreements (effective July 1, 2024 and July 1, 2025, respectively). The DGA shall have the right to determine the allocation of the one-half percent (0.5%) increase as between the Pension and Health Plans in each of those years.

b. **Pension Contribution Cap – Theatrical** (U-2.B.)

Modify subparagraph 12-202(a) of the Basic Agreement as follows:

- i. Increase the salary cap for Directors for purposes of pension contributions made in connection with any single theatrical motion picture from \$250,000 to \$300,000.
- ii. Increase the salary cap for UPMs for purposes of pension contributions made in connection with any single theatrical motion picture from \$200,000 to \$250,000.
- iii. Increase the salary cap for all other Employees for purposes of pension contributions made in connection with any single theatrical motion picture from \$200,000 to \$250,000.

c. **Pension and Health Contribution Cap – Television** (U-2.C.)

Modify subparagraph 12-202(b) of the Basic Agreement to increase the salary cap for Directors for purposes of pension and health contributions made in connection with any one television motion picture ninety (90) minutes or longer or any one multi-part, closed-end series from \$250,000 to \$300,000. (Clarification: this modification also applies to any High Budget SVOD Program or High Budget AVOD Program that is subject to terms and conditions applicable to a television motion picture ninety (90) minutes or longer or multi-part, closed-end series.)

d. **Contributions for UPM/Producer** (U-2.D.)

Modify Paragraph 12-205 of the Basic Agreement to increase the minimum salary on which pension and health contributions are made for a Unit Production Manager who is also employed as a producer on a theatrical motion picture from \$100,000 to \$125,000.

4. **Paid Parental Leave Fund** (U-2.E.)

Add a new Section 17-800 to establish a Paid Parental Leave Fund, funded by Employer contributions and administered by the Directors Guild of America-Producer Health Plan as follows (and make conforming changes to FLTTA):

“Section 17-800 PAID PARENTAL LEAVE FUND

“The parties agree to recommend to the Trustees of the Directors Guild of America-Producer Health Plan to establish a Paid Parental Leave Fund to provide eligible Employees with a paid leave benefit for the purpose of bonding with a newborn child, newly adopted child or newly placed foster child. The Paid Parental Leave Fund shall be jointly administered by the Trustees of the Directors Guild of America-Producer Health Plan and shall be funded through Employer contributions of one-half percent (0.5%) of Employees’ salaries, as that term is defined in, and subject to the same ceilings and exceptions provided in, Paragraph 12-202, effective July 1, 2024. No additional contributions shall be required of any Employer at any time to support the Fund. No funds from the Directors Guild of America-Producer Health Plan or the Pension Plan shall be used to support the Paid Parental Leave Fund.

“Benefits from the Fund are to be provided no earlier than July 1, 2025. Benefits shall be available for leaves taken within one year of the birth, adoption or placement of the Employee’s child. The benefit shall be available to any Employee who earns eligibility for health coverage through the Directors Guild of America-Producer Health Plan, under the criteria established by the Trustees of the Directors Guild of America-Producer Health Plan. The paid benefit provided hereunder shall be coordinated with any income replacement benefit to which the employee may be entitled under local, state or federal law, subject to rules to be developed and adopted by the Health Plan trustees. Tax obligations shall be the responsibility of the recipient of any benefit.”

5. **High Budget SVOD Residuals** (U-3.A.i.-iii.)

- a. Eliminate “grandfathering” as provided in Paragraph D.1.a. (for programs or series budgeted at less than \$1,300,000 for a 20-35 minute program or less than \$2,500,000 for a 36-65 minute program and subject to the terms of the 2017 Basic Agreement) and Paragraph D.1.b. (for programs that were “grandfathered” and subject to the terms of the 2014 Basic Agreement or the 2011 Basic Agreement) of Sideletter 35 to the Basic Agreement for any new season for which principal photography of the first episode of the season commences on or after July 1, 2023.
- b. Residual for Use on the Domestic SVOD Platform on Which the High Budget SVOD Program Was Initially Exhibited (U-3.A.i., U-3.A.iii.)

Modify the residual formula for use of a High Budget SVOD Program on the domestic SVOD platform on which the High Budget SVOD program was initially exhibited as follows:

- i. Collapse Subscriber Tiers 1 and 2 into Subscriber Tier 3, so that the lowest Subscriber Tier consists of fewer than 20 million domestic subscribers. (Applies only to High Budget SVOD Programs that commence principal photography on or after July 1, 2024.)
 - ii. Increase the percentages for Exhibition Years 8 and 9 to 10%, and the percentages for Exhibition Years 10, 11 and 12 to 5%. (Applies to all High Budget SVOD Programs that commence principal photography under the 2023 Basic Agreement.)
- c. Residual Base for High Budget SVOD Programs

Increase the residual bases in Paragraph E.3.b.(1)(a) of Sideletter No. 35 to the Basic Agreement by two and one-half percent (2.5%) effective July 1, 2023.

- d. Residual for Use on Foreign SVOD Platform Related to/Affiliated With Domestic SVOD Platform on Which the HB SVOD Program Was Initially Exhibited (U-3.A.ii.)

i. Application

- (1) Modifications are limited to High Budget SVOD Programs or episodes of a High Budget SVOD series that commence principal photography on or after July 1, 2023 (other than a season of a High Budget SVOD series that was “grandfathered” and continues to be subject to the terms of the 2017, 2014 or 2011 DGA Basic Agreement, as described in Item 5.a. above).
- (2) Modifications only apply to situations in which a fixed residual applies under the 2020 DGA Basic Agreement for use of a High Budget SVOD Program on a foreign SVOD platform related to/affiliated with the domestic SVOD platform on which the High Budget SVOD Program was initially exhibited (which also covers use on unrelated/unaffiliated foreign SVOD platforms), *i.e.*:
 - (a) The domestic SVOD platform has over 45 million subscribers in the U.S. and Canada and the license is for more than 15% of the value of all foreign markets; or
 - (b) The domestic SVOD platform has 45 million or fewer subscribers in the U.S. and Canada and the license is for “worldwide” rights.

- ii. Modify the residual formula in Paragraph E.3.c.(1)(a) of Sideletter No. 35 to the Basic Agreement (the “foreign fixed High Budget SVOD residual”) so that the residual is calculated as follows:

$$\begin{array}{c}
 \text{Applicable Residual Base as per Paragraph E.3.b.(1)} \\
 \times \\
 \text{Exhibition Year Percentage as per Paragraph E.3.b.(2)} \\
 \times \\
 \text{Foreign Subscriber Factor (NEW – see chart below)}
 \end{array}$$

For High Budget SVOD Programs that commence principal photography on or after July 1, 2023 (other than a season of a High Budget SVOD series that was “grandfathered” and continues to be subject to the terms of the 2017, 2014 or 2011 DGA Basic Agreement, as described in Item 5.a. above):

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%

- iii. Payment of the foreign fixed High Budget SVOD residual continues to cover worldwide use of the High Budget SVOD Program on all foreign subscription consumer pay platforms for the applicable exhibition year.
- iv. Determination of Domestic and/or Foreign Subscriber Tier (P-36.g.)
- (1) Revise Paragraph F.2. of Sideletter No. 35 to the Basic Agreement and the unpublished Sideletter re: “Bundled” Subscription Consumer Pay Platforms to clarify that as to “bundled” subscription consumer pay platforms, these provisions apply to the determination of the applicable subscriber tier under the Basic Agreement, rather than the number of subscribers.
 - (2) Conform Paragraph F.2. of Sideletter No. 35 to the Basic Agreement and the unpublished Sideletter re: “Bundled” Subscription Consumer Pay Platforms so that the applicable foreign subscriber tier for “bundled” subscription consumer pay platforms shall be determined in the same manner as the domestic subscriber tier. Conform the remainder of Paragraph F. of Sideletter No. 35 to the Basic Agreement so that the number of foreign subscribers to a non-“bundled” subscription consumer pay platform is determined in the same manner as the number of domestic subscribers.

Contract language changes for the above are attached as Exhibit I.

e. Performance Metric Bonus

Modify Section F.3. of Sideletter No. 35 to the Basic Agreement to provide that Employers shall pay a performance metric bonus to the Director, Unit Production Manager, First Assistant Director and Key Second Assistant Director of each episode of a season of a High Budget SVOD series or serial, or of a High Budget SVOD multi-part, closed-end series, or of a one-time High Budget SVOD Program that has a “performance metric” of twenty percent (20%) or more on the SVOD service for which it was made. If the “performance metric” is met, the Director, Unit Production Manager, First Assistant Director and Key Second Assistant Director of the episode or program shall receive a bonus of fifty percent (50%) of the applicable fixed High Budget SVOD residual payable for the applicable Exhibition Year. (The fifty percent (50%) of the applicable fixed residual includes the foreign fixed High Budget SVOD residual for any service that pays that residual.) Allocation of the bonus to the Director, Unit Production Manager, First Assistant Director and Key Second Assistant Director shall be as provided in Section F.3.b.(4) of Sideletter No. 35 to the Basic Agreement.

The foregoing is effective for a season of a High Budget SVOD series, a multi-part, closed-end series or a High Budget SVOD Program that is initially exhibited on the SVOD service for which the program was made on or after January 1, 2024 (even if the High Budget SVOD Program were subject to a prior Basic Agreement).

5A. Data Transparency

The Guild and the undersigned Producers agree to enter into the following letter agreement:

“As of January 1, 2024

“Russell Hollander
National Executive Director
Directors Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, California 90046

“Re: Data Transparency

“Dear Mr. Hollander:

“During the 2023 negotiations, the undersigned Producers (hereinafter collectively ‘Producers’) agreed that their related or affiliated SVOD services (*viz.*, Amazon Prime Video, Apple TV+, Disney+, Hulu, Max, Netflix, Paramount+ and Peacock) (each hereinafter referred to as a “related/affiliated SVOD service”) will provide the following viewership information to the Guild.

“Commencing with the calendar quarter beginning January 1, 2024, and subject to a confidentiality agreement satisfactory to the related/affiliated SVOD service, the related/affiliated SVOD service shall, within ninety (90) days of the expiration of each calendar quarter, provide the following information for each High Budget SVOD Program covered under the 2023 DGA BA or FLTTA or any prior DGA BA or FLTTA that was made for that related/affiliated SVOD service:

“the total number of hours streamed on the related/affiliated SVOD service in the United States and Canada during the preceding calendar quarter;¹

“the total number of hours streamed outside the United States and Canada during the preceding calendar quarter, to the extent such information is available to the related/affiliated SVOD service; and

“the running time of the High Budget SVOD Program

“(collectively referred to hereinafter as ‘Confidential Viewership Information’).

“Confidential Viewership Information shall be provided to the Guild pursuant to the following procedure:

“The Guild shall designate its employees, officers, directors or agents (hereinafter “designated representatives”) who will have access to this Confidential Viewership Information, provided that each designated representative executes and returns the mutually agreed-upon confidentiality agreement to the related/affiliated SVOD service in advance of disclosure to any of them.

“In no event shall the confidentiality agreement prohibit the Guild from communicating internally or with its members with regard to the Confidential Viewership Information, provided that, in the course of doing so, the Guild shall limit such disclosure to presenting information in a summary form which aggregates the Confidential Viewership Information on an overall industry level, makes no reference to any Confidential Viewership Information on which it is based, makes no reference to any Confidential Viewership Information with regard to an individual program, series, serial, multi-part, closed end series, producer, distributor, streaming service, network, retailer or exhibitor company (or a related or affiliated entity thereof) or any transaction involving same and contains no information from which the identity of any individual program, series, serial, multi-part, closed-end series, writer, producer, distributor, streaming service or exhibitor company (or a related or affiliated entity thereof) or any transaction involving the same could reasonably be ascertained.

¹ For clarity, the initial submission of information to the Guild for the calendar quarter beginning January 1, 2024 and ending March 31, 2024 shall be made no later than June 30, 2024. Information for subsequent quarters shall be provided on a like schedule—namely, ninety (90) days following the close of the calendar quarter.

"Because of the particularly sensitive nature of the Confidential Viewership Information, the Guild agrees to grant access to the Confidential Viewership Information only to a limited number of individuals whose access to the Confidential Viewership Information is essential for the Guild's use of this information, but not to exceed six (6) in number.

"The Confidential Viewership Information shall be provided in an electronic format, such as an Excel spreadsheet, to *[insert name of one of the Guild's designated representatives]* through secure, password-protected means. The Guild's designated representatives agree to maintain the Confidential Viewership Information in a secure manner, protected by password and inaccessible to anyone other than its designated representatives.

"The Guild may request that an audit (or other agreed-upon procedure) (hereinafter "audit") of the Confidential Viewership Information be conducted by a third party jointly chosen by the related/affiliated SVOD service and the Guild solely for the purpose of verifying the accuracy of the information provided by the related/affiliated SVOD Service. The third party must execute a confidentiality agreement approved by the related/affiliated SVOD Service. The Guild shall be responsible for bearing all costs and fees associated with any such audit.

"This agreement shall expire at the end of the term of the 2023 DGA BA AND FLTTA."

[SIGNATURE BLOCKS OF GUILD AND PRODUCERS OMITTED]

6. **Residuals Reporting** (U-3.B.i.-iii.)

Each major studio has entered into a separate sideletter with the Guild addressing residuals reporting, including the date by which it will report foreign grosses separately from domestic grosses, the date by which it will report receipts for use on subscription consumer pay platforms, download-to-rent and pay television separately and for some studios, the date by which it will attach EIDR universal identification numbers to residuals reporting.

7. **High Budget AVOD Programs** (U-5.A., U-3.F.)

Add a new Paragraph E. and a new Paragraph F.4. to Sideletter No. 35 of the Basic Agreement as follows (and reletter the remainder of Sideletter No. 35 accordingly):

"E. Terms and Conditions for 'High Budget' Programs Made for Initial Exhibition on a Free-To-The-Consumer Advertiser-Supported New Media Platform.

"The terms and conditions in this Paragraph E. 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 E. 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 A. or C. of Sideletter No. 35 to the 2020 DGA Basic Agreement, as applicable.

"The Employer shall not reduce terms and conditions of employment previously provided to DGA-represented employees on programs or series covered by this Paragraph E.

"1. 'High Budget AVOD Programs' Defined.

"Except as otherwise provided herein, the terms and conditions set forth in Section E. of this Sideletter shall be applicable only to dramatic 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'):

<u>Length of Program as Initially Exhibited²</u>	<u>'High Budget' Threshold</u>
<u>20-35 Minutes</u>	<u>\$1,030,000 or more</u>
<u>36-65 Minutes</u>	<u>\$1,750,000 or more</u>
<u>66 Minutes or more</u>	<u>\$3,000,000 or more</u>
<u>* Programs less than 20 minutes are not considered 'high budget' for purposes of Section E. of this Sideletter.</u>	

"2. Minimum Compensation²

"a. Directors

The minimum salary for a Director employed on a High Budget AVOD Program shall be as follows [rates shown below to be increased by the minimum increases described in Item 2.a.ii. above for Directors employed on High Budget SVOD Programs]:

² For purposes of determining the applicable compensation and other terms and conditions under Sections E.2. and E.3. of the 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 is between 20 and 35 minutes, 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.)

<u>Program Length</u>	<u>Budget Tier</u>	<u>7/1/23</u>	<u>7/1/24</u>	<u>7/1/25</u>	<u>Guaranteed Days (Shooting/ Prep)</u>
<u>20-35 minutes</u>	(1) <u>\$2,100,000 or more</u>	<u>\$19,776</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>7 (4/3)</u>
	(2) <u>\$1,030,000 or more but less than \$2,100,000</u>	<u>\$16,940</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>7 (4/3)</u>
<u>36-65 minutes</u>	(1) <u>\$3,800,000 or more</u>	<u>\$39,553</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>14 (7/7)</u>
	(2) <u>\$1,750,000 or more but less than \$3,800,000</u>	<u>\$33,882</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>14 (7/7)</u>
<u>66-95 minutes</u>	(1) <u>\$4,000,000 or more</u>	<u>\$40,288</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>18 (9/9)</u>
	(2) <u>\$3,000,000 or more but less than \$4,000,000</u>	<u>\$40,288</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>18 (9/9)</u>
<u>96 minutes or more</u>	(1) <u>\$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more</u>	<u>\$96,277</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>42 (27/15)</u>
	(2) <u>\$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)</u>	<u>\$96,277</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>42 (27/15)</u>

"b. Other Employees

"Minimum compensation for Employees employed on a High Budget AVOD Program other than the Director shall be at the rates applicable to programs made for basic cable. For purposes of determining applicable minimum compensation, 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 in length shall be treated as a 60-minute program; a High Budget AVOD Program between 66 and 95 minutes in length 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.

“3. Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to High Budget AVOD Programs shall be those applicable to 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 in length shall be treated as a 60-minute program; a High Budget AVOD Program between 66 and 95 minutes in length 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.

“b. Paragraph 10-103 shall apply to High Budget AVOD pilots, *de facto* pilots, spinoffs, presentations, and the first produced High Budget AVOD Program of an open-ended series without a pilot. The rates in Paragraph 10-103 applicable to pilots or spinoff episodes for non-network or network other than prime time shall apply to High Budget AVOD pilots or spinoff episodes.

“c. Recognizing that programs made for New Media may involve a new and evolving form of production and may not be subject to the same production model and delivery requirements as apply to traditional television motion pictures, thereby rendering possible the use of alternative preparation, shooting and post-production methods and schedules, the DGA 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.

“d. The Employer shall advise the DGA of the employment of any Employee by forwarding to the DGA a copy of a deal memorandum, signed by both the Employer and the Employee, which shall set forth at least the information required by Exhibits C-2 and C-4 of the 2023 Basic Agreement no later than the start of principal photography.

* * *

“E.F. Reuse of Productions Made for New Media.

* * *

“4. High Budget AVOD Programs

“The provisions below apply to the reuse of High Budget AVOD Programs that are subject to Paragraph E. above of this Sideletter.

"a. What Initial Compensation Covers.

"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. Use on a Free-To-The-Consumer Advertiser-Supported Platform

"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 Employer shall pay a residual equal to 2.0% of the 'Employer's gross,' as defined in Section 5 of Sideletter No. 15 re Exhibition of Motion Pictures Transmitted Via New Media, attributable to the period beyond the twenty-six (26) consecutive week use period.

"It is understood that 'Employer'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 Employer and the free-to-the-consumer advertiser-supported platform provides for sharing in such revenues for exhibition of the High Budget AVOD Program.

"The residual payment provided in this subparagraph F.4. is to be allocated as follows: five-sixths (5/6) of such amount is to be paid to the Director and a *pro rata* share of one-sixth (1/6) of such amount is to be paid to the Unit Production Manager, First Assistant Director and Key Second Assistant Director employed on the High Budget AVOD Program (such portion of such one-sixth (1/6) *pro rata* share to be based upon their respective minimum wage rate hereunder).

"c. Use on Consumer Pay Platforms.

"For exhibition of a High Budget AVOD Program on any consumer pay platform (*i.e.* a subscription consumer pay new media platform, or a transactional consumer pay platform involving download-to-own or download-to-rent transactions), the Employer shall make a separate residual payment equal to 1.2% of 'Employer's gross,' as defined in Section 5 of Sideletter No. 15 re Exhibition of Motion Pictures Transmitted Via New Media."

"d. Use in Traditional Media.

"The Employer shall pay residuals for the use of a High Budget AVOD Program in 'traditional media' (*e.g.*, theatrical exhibition, free television, basic cable, pay television, home video) under existing formulas in the Basic Agreement."

Make conforming changes, including changes to the deal memos in Exhibits C-2 and C-4.

8. **Holidays** (U-6, P-13, P-14)

a. **Juneteenth Holiday**

Effective January 1, 2024:

- i. Add Juneteenth as a holiday in the Basic Agreement and FLTTA.
- ii. Increase the unworked holiday percentage in Paragraph 13-115 of the Basic Agreement and Article 10, Part 1, B.6. of the FLTTA to 4.583%.
- iii. Conform Paragraph 14-105 of the Basic Agreement so that Trainees shall have the same set of holidays as other employees under the Basic Agreement (*i.e.*, add Martin Luther King Jr. Day and Juneteenth.)

b. **Extend Permissible Christmas/New Year's Hiatus**

Modify Paragraphs 10-108 and 13-102(b) (and make conforming changes, including to the analogous provisions of FLTTA) to allow the Employer to add up to two (2) additional weekdays beyond the currently permitted two (2) weeks for a hiatus because of the Christmas/New Year's holidays. In addition, the Guild shall not unreasonably deny a waiver request to extend the currently permitted two (2) weeks to up to three (3) weeks for a scheduled hiatus because of the Christmas/New Year's holidays.

c. **Holiday Swap**

Modify Paragraphs 4-107 and 13-113 (and make conforming changes, including to the analogous provisions of FLTTA), to include automatic holiday swap language for productions shooting in Canada for the swapping of Victoria Day for Memorial Day and Canada Day for Independence Day for the Director and all DGA crew engaged in Canada provided that, in each instance, both the Canadian holiday and the United States holiday are within the employee's period of engagement and the Employer gives no less than two (2) weeks' notice to the affected employee, unless the employee has been employed for less than two (2) weeks prior to the first of the two holidays, in which case the Employer will provide notice to the affected employee at the time of hire.

9. **Minimum Cutting Time on High Budget SVOD "Features"** (U-7.A.)

The minimum cutting time for the Director of a High Budget SVOD Program (other than a pilot, episode of a series or part of a multi-part, closed-end series) that commences principal photography on or after *[the first Sunday that is 90 days after the AMPTP's receipt of notice of ratification]* and is 96 minutes or more in length and budgeted at \$22,500,000 or more shall be 10 weeks.

10. **"Soft Pre-Production" Services** (U-7.C.)

Add a new Paragraph 3-111 to the Basic Agreement as follows:

"3-111 "Soft Pre-Production" Services

"When a Director commences 'soft pre-production' services on or after January 1, 2024 on a non-exclusive basis at the request of the Employer, the Director shall be paid five thousand dollars (\$5,000) per week (which shall not be subject to fringe contributions) for each week (but not to exceed an aggregate of fifty thousand dollars (\$50,000)), provided that at least three (3) of the following individuals are concurrently employed on a weekly basis on the same project during the week:

- "(a) Unit Production Manager engaged on a freelance basis or Line Producer;
- "(b) Production Designer;
- "(c) Visual Effects Supervisor; and/or
- "(d) Location Manager or Location Scout.

"No payment shall be due under this provision once the Director commences pre-production services.

"Payments made under this provision may be credited against the Director's salary in the event the Director is later employed to direct the theatrical motion picture, provided that such crediting shall not result in the Director receiving less than the minimum salary required for directing the theatrical motion picture. Payments made under this provision may also be credited against any payment that may be due under Paragraph 4-111 in the event the Director is not later employed to direct the theatrical motion picture."

11. **Cap on Paid Intervening Days** (U-8.A.)

The 5-day cap on paid intervening days in Paragraph 10-108 of the Basic Agreement shall only apply to principal photography scheduled to be shot during the Director's guaranteed period of employment, but not completed, due to unplanned exigencies of production.

The DGA will not unreasonably deny waiver requests for the payment of intervening days consistent with past practice.

In no event shall the Employer be required to pay for more than 7 intervening days overall per episode (or per part in the case of a multi-part, closed-end series).

In all circumstances, the Employer will make best efforts to accommodate the Director's schedule when scheduling unfinished principal photography outside of the Director's guaranteed period.

Note: The above is not intended to modify the fifth paragraph of Paragraph 10-108.

12. **Prep Day for Replacement Director Shooting Uncompleted Principal Photography (U-8.B.)**

Modify Paragraph 4-105 of the Basic Agreement as follows:

"4-105 Compensation on Recall for Particular Services

"Should a Director be recalled, after having been closed, for additional work, including but not limited to retakes, added scenes, sound track, process shots, transparencies, or trick shots, trailers, changes, or for any other purpose, compensation for such additional services shall be payable at the weekly rate provided for in his or her contract of employment covering such picture, but shall be payable only for the days on which such services are actually performed. In computing compensation for such services rendered for a period of less than a full week, the weekly rate shall be prorated in the manner provided in Paragraph 4-106, below. It is agreed, however, that no compensation shall be payable for such services to the extent that they are rendered within the guaranteed period of employment. There shall be no minimum preparation requirement for performing such services when the original Director is recalled.

"If the original Director is not available or does not agree to perform such services and another Director is to perform such services, one day of preparation time shall be provided regardless of the length of employment; provided, however, if the Director is called for a single day's employment, and the shooting of the additional work: (a) is scheduled to commence at least two (2) hours after general crew call; and (b) takes ~~five (5)~~ two (2) hours or less, then the preparation requirement shall be included in the same day, and only one (1) day's compensation shall be paid."

13. **Additional Shoot Day on One-Hour Pay Television Series and 36-65 Minute Tier 1 High Budget SVOD Series (U-8.C.)**

Increase the number of guaranteed days for a Director employed on an episode or part of a:

one-hour pay television series or multi-part, closed-end series of the type generally produced for network prime time television; or

a Tier 1 36-65 minute High Budget SVOD series or multi-part, closed-end series intended for initial exhibition on a subscription consumer pay platform with 20 million or more subscribers in the United States and Canada

that commences principal photography on or after July 1, 2024 by one (1) day, to be allocated to shooting, and adjust the minimum rate to \$54,144 (to be increased as per Item 2.a.ii. above).

14. **Episodic Producer-Directors** (U-8.D.)

Add a new Paragraph 10-114 to the Basic Agreement as follows:

"10-114 ~~Deleted~~ Payment to a Producer-Director for Directorial Services

"An Employer that does not issue payment to a Producer-Director for directorial services rendered by the Producer-Director on a separate check or paystub shall instead provide the Producer-Director with a quarterly report that shows the amount of compensation paid for rendering directorial services during that quarter and any fringe contributions paid on that compensation."

15. **Post-Production** (DGA TV CR-1)

Add a new subparagraph (2) to Paragraph 7-505(d) of the Basic Agreement (and number the current Paragraph 7-505(d) as subparagraph (1)) to provide as follows:

"(d) (1) ****

"(2) The following provision applies to High Budget SVOD series made for a subscription consumer pay platform with 20 million or more domestic subscribers and to series made for pay television of the type generally made for network prime time, with a budget of \$5 million or more per episode for a series that is 20-35 minutes in length or \$7 million or more per episode for a series that is 36-65 minutes in length.

"This provision is applicable to episodes of new seasons of series described above for which the first episode of the season commences principal photography on or after July 1, 2024. Employer shall notify the Director no later than the time of booking that this provision is anticipated to apply. (Employer shall notify the Guild that this provision is anticipated to apply to a series no later than when the Director of the first episode of the season is booked.)

"When the Director's Cut is ready, the Director shall screen such cut for the individual Producer and for the person, if any, designated in the Director's deal memo as having final cutting authority over the motion picture.

"Following submission of the Director's Cut, the individual Producer and/or other Producer(s) of authority delegated the responsibility by the

individual Producer (who shall be a Producer-Director or a Co-Executive Producer or higher-level individual Producer), will have the opportunity to provide a single set of notes, either in writing or in person, on the Director's Cut to the Director and Editor. The notes may be provided at the time of the screening referenced in the preceding paragraph or within a twenty-four (24) hour period following the submission of the Director's Cut.

"The Director will then have twenty-four (24) hours for an episode of a series that is 20-35 minutes in length and forty-eight (48) hours for an episode of a series that is 36-65 minutes in length to incorporate those notes in further instructions to the Editor for a subsequent cut during the period of the Producer's Cut. (In the absence of notes, the Director shall have those same time periods within which to provide further instructions to the Editor for the subsequent cut.)

"Within ten (10) business days after the Director's timely submission of the subsequent cut described above, the Employer shall pay the Director the applicable daily *pro rata* salary for one (1) day for those services on an episode of a series that is 20-35 minutes in length and two (2) days for those services on an episode of a series that is 36-65 minutes in length. No payment is due if the Director does not complete the services for a subsequent cut as described above on a timely basis.

"It is anticipated that the Employer will identify the individual Producer(s) who may provide the notes at the start of post-production for the episode.

"It is understood that the Director's rights in Section 7-500 with respect to the Director's Cut do not apply with respect to any cut following the Director's Cut as described above in this subparagraph (2).

"This subparagraph (2) will sunset on June 30, 2026. Unless renewed by the parties, this provision shall not apply to any episode which commences principal photography after June 30, 2026."

Make conforming changes.

The parties confirm that Paragraph 7-507 (Delivery Date for Television Motion Picture) applies to the period after the submission of the Director's Cut as described in subparagraph (2) above.

16. Electronic Transmissions (DGA TV CR-2)

Modify Paragraph 7-1505(b) and (c) as follows:

“7-1505 Electronic Transmissions

- “(a) No images or sounds may be transmitted electronically from the stage or control booth without first informing the Director. Any instances of non-disclosed transmission shall be presented to the Creative Rights Standing Committee. The Employer shall use its best efforts to identify those places or persons that have access to such transmissions.
- “(b) The following additional provisions apply to television motion pictures: Notwithstanding subparagraph (a) above:
 - “(1) The continuous, unrestricted electronic transmission of images and/or sounds throughout the workday (e.g., a fixed ‘open mike’) from the set, stage or control booth to a location outside the production area is prohibited on episodic series.
 - “(2) With respect to single-camera episodic television:
 - “(i) Images or sounds may be transmitted electronically as a live feed from the set, stage or control booth to offices or locations within the immediate production facility/area (such as the hair and make-up trailer).
 - “(ii) No images or sounds may be transmitted electronically as a live feed from the set, stage or control booth to offices or locations outside the immediate production facility/area, except that such electronic transmissions (when permitted by subparagraph (1) above) may occur in the following limited circumstances:
 - “(a) when requested for VFX purposes;
 - “(b) when an Act of God or other force majeure (i.e., a snowstorm, illness/injury, emergency etc.) prevents travel to the production;
 - “(c) when an immigration restriction prevents travel to the production; and

“d) to one Producer (e.g., an Executive Producer or Producer-Director) (but not when the transmission is intended to be viewed by multiple people).

“In all cases, use of electronic transmission in the limited circumstances provided in the subsections above shall not expand the number of people who typically would have had access to the set, stage or control booth to observe photography.

“If the electronic transmission is to a location outside the production area, the Employer shall notify the Director of the name and title of the individual(s) receiving the electronic transmission.

“The Employer must consult with the Director in advance of implementing these electronic transmissions. The consultation must include agreement on the process for providing notes to the Director and the specific shoot days and/or scenes which will be transmitted electronically. At minimum, if more than one individual has creative notes for the Director, the notes should be delivered to the Director by a single individual designated by the Employer or, alternatively, the individuals should coordinate with each other and the Director to deliver the notes together. Ideally, notes should be reserved until after the Director has had a chance to make initial adjustments with performers, and should be succinct and immediate, if possible.

“The DGA agrees that it will not unreasonably deny a waiver for electronic transmissions in other circumstances.

“(3ii) The Employer shall use its best efforts to prevent unauthorized recordings and transmissions from the set of any television motion picture, including the unauthorized use of iPhones or other recording devices on the set. It is understood that the foregoing does not apply when such recordings or transmissions are made for publicity or marketing purposes.

“This subparagraph (b) shall sunset on June 30, 2026.

“(c) [Delete subparagraph (c).]”

Make conforming changes.

17. Casting (DGA-TV-CR-3)

Modify the fifth and sixth paragraphs of the Casting Notice in Sideletter No. 37 re Casting:

“When casting transmits information related to making casting decisions by electronic link during the Director's preparation period, the Director must be included on the distribution of those links at the same time they are sent to the Writer/Executive Producer or any other producer.

“Except when time constraints do not permit, the Director, during the Director's his or her preparation period, must be afforded a reasonable opportunity to provide his or her casting input to the Writer/Executive Producer before casting recommendations or decisions are communicated to the studio and/or network. Casting should coordinate with the Assistant Director, Line Producer or the Director's designee to inform the Director in advance when casting link(s) will be distributed during the Director's preparation period so that, if practicable, the Director has a reasonable opportunity (ideally three (3) hours) to review the link(s) and make a casting recommendation before any other casting recommendations are made.”

18. Copy of Episode (DGA-TV-CR-5 and P-CR-2)

Modify Paragraph 7-604 as follows:

“Upon request, the Employer shall furnish the Director of an episode of a television series sixty (60) minutes or less in length, after the first television exhibition of the episode, a digitally watermarked digital copy ~~a watermarked DVD copy~~ of the final ‘air’ version of that motion picture without commercials at no cost to the Director.

“Prior to the first exhibition of the episode, Employer shall not unreasonably deny a Director's request to provide access to view the final ‘air’ version of the episode (or selected scenes thereof) for purposes of evaluating the Director for an open directing assignment, which may include providing the Director with a secure, protected, expiring link to the final ‘air’ version or selected scenes thereof or making other arrangements for the prospective Employer to view the final ‘air’ version or selected scenes thereof.”

19. Consulting Director (P-CR-1)

Modify the fifth paragraph of Paragraph 7-208 as follows:

“On an episodic television motion picture which is thirty (30) to sixty (60) minutes in length, the Employer may assign another Director to function as a consultant (herein called “Consulting Director”), subject to the following:

“(a) the Director has not previously directed a motion picture under this or any preceding BA, or has not previously directed a multi-camera prime time dramatic

series or a single camera dramatic series when employed to direct that type of series;

- “(b) the Consulting Director employed on a multi-camera prime time dramatic series or a single camera dramatic series must have previously directed at least eight (8) episodes of that type of series ~~has been employed no more than two (2) times under this exception;~~
- “(c) all the Employer's instructions in connection with the production must be communicated to the Director;
- “(d) the Consulting Director may only counsel and advise the Director, and may not instruct or give suggestions to the actors or crew; and
- “(e) the Consulting Director shall be paid not less than the applicable minimum, but is not entitled to any additional compensation pursuant to Articles 11, 18 and 20 and is not entitled to credit under Article 8 or any creative rights under Article 7.

“The Consulting Director may not replace the Director, subject to the emergency provision in Paragraph 7-1401.”

“The Employer shall state on the Director's deal memorandum submitted pursuant to Paragraph 4-108 that a Consulting Director has been assigned pursuant to this exception. The Employer shall also state on the Consulting Director's deal memorandum that he or she is assigned as a Consulting Director.”

20. **Extended Workday Payments** (U-9.A, U-9.C.ii.)

- a. Modify subparagraphs 13-110(b) and (c) of the Basic Agreement to make the following changes to the extended workday payment provisions for First Assistant Directors, Key Second Assistant Directors and Second Second Assistant Directors:
 - i. Change any triggers at 14 hours to 13 hours.
 - ii. Change any triggers at 16 hours to 15 hours.
 - iii. Change any triggers at 20 hours to 19 hours.
 - iv. Change the measurement of the workday for a Key Second Assistant Director or Second Second Assistant Director working in conjunction with a shooting company so that it ends one hour after camera wrap when working in the studio.
- b. Modify subparagraph 13-110(a) of the Basic Agreement to reduce the trigger for extended workday payments to Additional Second Assistant Directors from 16 hours to 15 hours, which shall continue to be measured by the number of hours actually worked.

The foregoing changes shall become effective the first Sunday that is 30 days following the AMPTP's receipt of notice of ratification. (In the case of a series, modifications apply to episodes of an episodic series (or parts of a multi-part closed-end series) that commence

principal photography on or after the first Sunday that is 30 days following the AMPTP's receipt of notice of ratification.)

Modify subparagraphs 13-110 of the Basic Agreement as follows, effective the first Sunday thirty (30) days following the AMPTP's receipt of notice of ratification (in the case of a series, modifications apply to episodes of a series (or parts of a multi-part closed-end series) that commence principal photography on or after the first Sunday that is thirty (30) days following the AMPTP's receipt of notice of ratification):

"13-110 Extended Workday

- "(a) UPM and Additional Second Assistant Director. Any UPM ~~or Additional Second Assistant Director~~ who works more than sixteen (16) hours before being dismissed shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond sixteen (16) hours.

"Unit Production Managers must submit claims for extended workday payments and/or dinner allowances no later than one (1) week after the UPM receives the paycheck covering the week for which the payment or allowance was due. Claims not submitted within that time period shall be waived.

- "(b) First Assistant Director. The following applies to the determination of First Assistant Directors' extended workday payments:

"(1) The workday of a First Assistant Director working in conjunction with a shooting company is deemed to start at the general crew call and end at the time of camera wrap. When camera wrap occurs at a distant location or a 'bus to' local location, actual travel time is added to the end of the workday.

"(2) For other than multi-camera stage shows:

- "(i) A First Assistant Director whose workday as defined in subparagraph (b)(1) above is more than ~~fourteen (14)~~ thirteen (13) hours but not more than ~~sixteen (16)~~ fifteen (15) hours shall receive an additional one-half (½) day's salary.

- "(ii) In addition to any payment required by subparagraph (b)(2)(i) above, a First Assistant Director whose workday as defined in subparagraph (b)(1) above is more than ~~sixteen (16)~~ fifteen (15)

hours but not more than ~~twenty (20)~~ nineteen (19) hours shall receive an additional one-half ($\frac{1}{2}$) day's salary.

“(iii) In addition to any payment required by subparagraphs (b)(2)(i) and (ii) above, a First Assistant Director whose workday as defined in subparagraph (b)(1) above is more than ~~twenty (20)~~ nineteen (19) hours shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds ~~twenty (20)~~ nineteen (19) hours.

“(3) On multi-camera stage shows, when the workday as defined in subparagraph (b)(1) above of a First Assistant Director working in conjunction with a shooting company exceeds ~~sixteen (16)~~ fifteen (15) hours, such First Assistant Director shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds ~~sixteen (16)~~ fifteen (15) hours.

“(4) If a First Assistant Director works more than ~~sixteen (16)~~ fifteen (15) hours other than in conjunction with a shooting company before being dismissed, subparagraphs (b)(1), (b)(2) and (b)(3) above do not apply, and he or she shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond ~~sixteen (16)~~ fifteen (15) hours.

“¹⁵(c) Key Second Assistant Director and Second Second Assistant Director. The following applies to the determination of Key Second Assistant Directors' and Second Second Assistant Directors' extended workday payments:

“(1) The workday of a Second Assistant Director working in conjunction with a shooting company is deemed to start at the earlier of the general crew call, make-up personnel call or hairdressing personnel call. A Second Assistant Director's workday is deemed to end ~~one-half ($\frac{1}{2}$) hour after camera wrap in the studio and is deemed to end one (1) hour after camera wrap at a distant location, a 'bus to' local location or a 'report to' local location.~~ When camera

¹⁵ See Paragraph 24-406(f) for application of this Paragraph 13-110(c) to multi-camera prime time dramatic pilots, presentations and series.

wrap occurs at a distant location or "bus to" local location, actual travel time is added to the end of the workday.

- "(2) For other than multi-camera stage shows, on which only one (1) Second Assistant Director is employed, the following rules apply:
- "(i) At the studio or a 'report to' local location, if the workday as defined in subparagraph (c)(1) above is more than thirteen (13) hours but less than ~~sixteen (16)~~ fifteen (15) hours, such Second Assistant Director shall receive an additional one-half (½) day's salary.
 - "(ii) At a distant location or a 'bus to' local location, if the workday as defined in subparagraph (c)(1) above is more than ~~fourteen (14)~~ thirteen (13) hours but less than ~~sixteen (16)~~ fifteen (15) hours, such Second Assistant Director shall receive an additional one-half (½) day's salary.
 - "(iii) In addition to any payment required by subparagraphs (c)(2)(i) or (ii) above, if such Second Assistant Director's workday as defined in subparagraph (c)(1) above exceeds ~~sixteen (16)~~ fifteen (15) hours, such Second Assistant Director shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds ~~sixteen (16)~~ fifteen (15) hours.
- "(3) For shooting units on which more than one (1) Second Assistant Director is employed, any Second Assistant Director whose workday as defined in subparagraph (c)(1) above exceeds ~~sixteen (16)~~ fifteen (15) hours shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds ~~sixteen (16)~~ fifteen (15) hours.
- "(4) Notwithstanding the foregoing provisions of this subparagraph (c), if more than one Second Assistant Director is employed, the Employer may stagger the hours worked of any or all Second Assistant Directors to avoid extended workday payments as long as there is a Key Second Assistant Director or a Second Second Assistant Director present at the start and at the end of the workday as defined in subparagraph (c)(1) above. If an Employer

chooses to stagger the work shifts of Second Assistant Directors, such Second Assistant Directors' workdays shall be the actual time worked (including meal periods). In that event, only such Second Assistant Directors whose actual time worked exceeds ~~sixteen (16)~~ fifteen (15) hours shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond ~~sixteen (16)~~ fifteen (15) hours; provided that in calculating the actual time worked, no Second Assistant Director's start time shall be earlier than the start of the workday described in subparagraph (c)(1) above and no Second Assistant Director's end time shall be later than the end of the workday described in subparagraph (c)(1) above.

"For example, on a day at the studio, the makeup/hair dressing personnel call is 4:00 a.m.; the general crew call is 7:00 a.m. and camera wrap is at 9:00 p.m. The workday, as defined in subparagraph (c)(1) above, is from 4:00 a.m. to ~~9:30~~ 10:00 p.m. If a Key Second Assistant Director and a Second Second Assistant Director are employed, the Employer may assign the Second Second Assistant Director to come in at 4:00 a.m. and the Key Second Assistant Director to come in at 8:00 a.m. If the Employer releases the Second Second Assistant Director at 4:00 p.m. and the Key Second Assistant Director remains until after camera wrap, the Second Second Director's workday would be from 4:00 a.m. to 4:00 p.m. and the Key Second Assistant Director's workday would be from 8:00 a.m. to ~~9:30~~ 10:00 p.m. No extended workday pay would be due to either Second Assistant Director under this example.

- "(5) On multi-camera stage shows, when the workday as defined in subparagraph (c)(1) above of a Second Assistant Director working in conjunction with a shooting company exceeds ~~sixteen (16)~~ fifteen (15) hours, such Second Assistant Director shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds ~~sixteen (16)~~ fifteen (15) hours.
- "(6) If a Second Assistant Director works more than ~~sixteen (16)~~ fifteen (15) hours other than in conjunction with a shooting company before being dismissed, subparagraphs (c)(1), (c)(2), (c)(3), (c)(4) and (c)(5) do not apply, and he or she shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond ~~sixteen (16)~~ fifteen (15) hours.

- “(d) Additional Second Assistant Director. Any Additional Second Assistant Director who works more than fifteen (15) hours before being dismissed shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond fifteen (15) hours.”

Make conforming changes, including by relettering the remainder of Paragraph 13-110 accordingly.

21. Non-Dramatic SVOD Programs (U-10.A.)

- a. *Add a new Section D. (and re-letter the remainder of the Sideletter accordingly) to Sideletter No. 28 of the FLTTA as follows:*

“D. Terms and Conditions for ‘High Budget’ Original and Derivative Variety Programs, Strip Variety Programs, Quiz and Game Programs, Strip Quiz and Game Programs and ‘All Other’ Programs Made for a Subscription Consumer Pay New Media Platform.

“1. ‘High Budget SVOD Variety Programs,’ ‘High Budget SVOD Strip Variety Programs’ and ‘High Budget SVOD All Other Programs’ Defined.

“The terms and conditions set forth in this Section shall be applicable only to the following original and derivative programs made for initial exhibition on a subscription consumer pay New Media platform (hereinafter ‘subscription consumer pay platform’ or ‘SVOD’): variety programs (of a type covered under Article 6.B. of the FLTTA) (‘High Budget SVOD Variety Programs’), quiz and game programs (of a type covered under Article 6.C. of the FLTTA) (‘High Budget SVOD Quiz and Game Programs’), strip variety programs (of a type covered under Article 6.D.2. of the FLTTA which are produced and initially exhibited four (4) or more times per week.) (‘High Budget SVOD Strip Variety Programs’), strip quiz and game programs (of a type covered under Article 6.D.3. of the FLTTA which are produced and initially exhibited four (4) or more times per week.) (‘High Budget SVOD Strip Quiz and Game Programs’) and ‘All Other’ programs (of a type covered under Article 6.E. of the FLTTA) (‘High Budget SVOD All Other Programs,’ and collectively ‘High Budget SVOD Programs’) which meet the following ‘high budget’ criteria and are not excluded as provided in Section D.2. below.

<u>Length of Program as Initially Exhibited</u>	<u>'High Budget' Threshold (Per episode)**</u>
20-35 Minutes	\$600,000 and above
36-65 Minutes	\$1,150,000 and above
66-95 Minutes	\$1,500,000 and above
96 Minutes or more	\$2,200,000 and above
* Programs less than 20 minutes are not considered "high budget" for purposes of this Sideletter.	
<p>** The 'High Budget' Threshold for a High Budget SVOD All Other Program produced and initially exhibited four (4) or more times per week and for a High Budget SVOD Strip Quiz and Game Program shall be \$125,000 or more per episode for a 20-35 minute program and \$150,000 or more per episode for a program 36 minutes or longer.</p> <p>The 'High Budget' Threshold for a High Budget SVOD Strip Variety Program shall be \$150,000 or more per episode for a 20-35 minute program and \$250,000 or more per episode for a program 36 minutes or longer.</p> <p>(The programs that meet these 'High Budget' Thresholds are hereinafter referred to as 'High Budget SVOD Strip Programs.')</p>	

"2. The terms and conditions set forth in this Section D. shall be applicable prospectively only. They shall not apply to any program or series that would otherwise qualify as a High Budget SVOD Program or series within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode of the season, in the case of a series, commenced prior to October 1, 2023. In the case of a series in its first or second season, the terms and conditions shall not apply to the first and/or second season of a series for which the principal photography of the first episode of the series commenced prior to October 1, 2023. The third or subsequent season on such series shall be subject to the terms and conditions set forth herein. Any program or any season of a series excluded under this paragraph shall continue to be subject to the terms of Sections A. or C. of this Sideletter, as applicable.

"Notwithstanding the foregoing, the Company shall not reduce the terms and conditions of employment previously provided to DGA-represented employees on programs or series covered by this subparagraph 2.

“3. Tier 1 and Tier 2 Defined:

“For purposes of Section D.4 below, Tier 1 and Tier 2 shall be defined as follows:

<u>Program Length</u>	<u>Budget Tier^{*,**}</u>
20-35 Minutes	Tier 1: \$1,100,000 or more
	Tier 2: \$600,000 or more but less than \$1,100,000
36-65 Minutes	Tier 1: \$2,000,000 or more
	Tier 2: \$1,150,000 or more but less than \$2,000,000
66-95 Minutes	Tier 1: \$2,500,000 or more
	Tier 2: \$1,500,000 or more but less than \$2,500,000
96 Minutes or more	Tier 1: \$3,200,000 or more
	Tier 2: \$2,200,000 or more but less than \$3,200,000
* All High Budget SVOD Strip Programs are treated as Tier 2.	
** A one-time High Budget SVOD Program that is a live exhibition of a parade or similar event that would air outside of prime time if made for traditional television is treated as Tier 2.	

“4. Terms and Conditions for High Budget SVOD Programs^{3,4}

“(a) Initial Compensation

³ For purposes of determining the applicable compensation and other terms and conditions under Sections D. 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 is between 20 and 35 minutes, 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.)

⁴ 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 in length shall be treated as a 60-minute program; a High Budget SVOD Program between 66 and 95 minutes in length 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.

“(i) The minimum salary for a Director employed on a High Budget SVOD Variety Program in Tier 1 shall be the rate applicable under Article 6.B.1.(a) or (b), as applicable, to a program of the same type and length.

“(ii) The minimum salary for a Director employed on a High Budget SVOD Variety Program in Tier 2 shall be the rate applicable under Article 6.B.2. to a program of the same type and length.

“(iii) The minimum salary for a Director employed on a High Budget SVOD Strip Variety Program shall be the rate applicable under Article 6.D.2. to a program of the same type and length.

“(iv) The minimum salary for a Director employed on a one-time High Budget SVOD All Other Program (other than a ‘reality-type’ program such as *Love is Blind*, *Baking It*, *Nailed It!*, *Big Brother*, *Master Chef*, *Making the Cut*, *Top Chef*, *The Bachelorette*, etc.) in Tier 2 shall be the Network non-prime time rate applicable under Article 6.E. to a program of the same type and length, with Tier 1 programs paid pursuant to Article 6.E.9 (i.e., 150% of the applicable Network non-prime time rate).

“(v) The minimum salary for a Director employed on a High Budget SVOD All Other Program (other than a one-time program described in subparagraph (iv) above), High Budget SVOD Quiz and Game Program or High Budget SVOD Strip Quiz and Game Program shall be subject to negotiation between the individual Director and the Company and must be reported to the Guild in a deal memorandum specifying the salary no later than the start of principal photography.

“For these programs, overscale cannot be used to credit or offset, in any manner, any payments required to be made to the Director. The only exception to this credit or offset prohibition is the right of the Employer to negotiate with the Director to credit or offset residuals against monies in excess of the following rates:

“(A) High Budget SVOD Quiz and Game Program – Two hundred percent (200%) of the non-network prime time scale rate applicable under Article 6.C.2. to a program of the same type and length.

“(B) High Budget SVOD Strip Quiz and Game Program – Two hundred percent (200%) of the scale rate applicable to a program of the same type and length under Article 6.D.3.

“(C) High Budget SVOD All Other Program (other than a program covered under subparagraph (D) below) – For a program in Tier 1, two hundred percent (200%) of the Network prime time scale rate applicable under Article 6.E to a program of the same type and length. For a program in Tier 2, two hundred fifty percent (250%) of the Network non-prime time scale rate applicable under Article 6.E to a program of the same type and length.

“(D) High Budget SVOD All Other Program produced and initially exhibited four (4) or more times per week – Two hundred percent (200%) of the Network non-prime time scale rate applicable under Article 6.E. to a program of the same type and length.

“Residuals cannot otherwise be prepaid on such programs. Any prepayment must be specifically set forth in the deal memorandum in the specific dollar amounts to be credited or offset.

“(vi) The minimum salary for an Associate Director or Stage Manager employed on a High Budget SVOD Program shall be the rate applicable under Article 10, Part 2, Sections A., B. or C., as applicable.

“(b) Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to High Budget SVOD Programs in Tier 1 shall be those applicable to programs made for Network prime time, and the terms and conditions applicable to High Budget SVOD Programs in Tier 2 shall be those applicable to programs made for Network non-prime time, subject to the following clarifications and modifications:

“(i) Article 1.B.4.(b) (minimum staffing of Associate Director and Stage Manager) shall not apply to High Budget SVOD Programs in Tier 2.

“(ii) In the event of a conflict between the provisions of this Section D. and the provisions incorporated herein, this Section D. shall control.

“(c) Reuse of a High Budget SVOD Program

“(i) Refer to Section E.2. below for reuse of a High Budget SVOD Program. The limitation to programs budgeted at or above \$25,000 per minute in Section E.2.(b)(i) and (ii) shall not apply to a High Budget SVOD Program.

“(ii) The payments for reuse of a High Budget SVOD Program are to be allocated as follows: eighty three and three-tenths percent (83.3%) of such amount is to be paid to the Director(s), eight and thirty-five one-hundredths percent (8.35%) of such amount is to be paid to the Associate Director(s) and eight and thirty-five one-hundredths percent (8.35%) of such amount is to be paid to the Stage Manager(s) employed on the Program.

“If there is at least one participating Employee who performs services subject to this Agreement in connection with the Program, the Employer shall pay the full amount of the percentage payment. The Guild shall determine the allocation of such payment among such participating Employees, provided that the Director(s), Associate Director(s) or Stage Manager(s) subject to this Agreement shall receive no less than their share as set forth above. If there are no participating Employees

assigned to the Program in a job category, the share of the percentage payment allocable to that job category shall be paid to the Directors Guild of America-Producer Health Plan. (This share will be paid directly to the Health Plan, but any report to the Guild shall disclose the amount so paid to the Health Plan.) In the case of a dispute as to the allocation of payment among the participating Employees or their job category, the Guild shall determine the allocation.

“If any such Employee's services for the Program are performed for the Company on a loan-out basis, then, for the purposes of this subparagraph (ii), the Company shall be deemed to be the employer, and the lender shall not have any responsibility hereunder with respect to Such Program.

Make conforming changes.

- b. Add Article 18 (“Strikes – Unusual Duties”) to the list of items incorporated by reference in Section A.3.(a) and C.1 of Sideletter No. 28 to the FLTTA.
- c. *Add a Sideletter to the FLTTA as follows:*

“If a Company intends to move an existing strip dramatic program (*i.e.*, daytime serial) from traditional television to SVOD, the Company shall notify the Guild of its intention at least thirty (30) days prior to commencement of production of the first episode intended to be made for SVOD. Either the Guild or Company may, at any time, notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to that program. The parties agree to commence such negotiations promptly within thirty (30) days of receipt of such notice.

“Any agreement reached pursuant to the preceding paragraph shall not be retroactive nor shall it modify the terms of employment under individual contracts then existing, except with respect to minimum rates.

“If no agreement is reached within sixty (60) days after bargaining has commenced for the program, the Guild may, upon written notice to Company, instruct its members to refuse to render services with respect to that program. If a Company fails to provide timely notice of its intention to move the program pursuant to the first paragraph of this Sideletter, the sixty (60) day period in the preceding sentence shall not apply, and the Guild may, not earlier than twenty-four (24) hours after written notice to the Company, instruct its members to refuse to render services with respect to that program.”

- d. The Guild and the AMPTP will meet during the term of the Agreement to discuss making conforming changes to the deal memos attached as Exhibits 1(A) and 1(B) to Sideletter No. 28 of the FLTTA.

22. Programs Produced Under FLTTA

- a. Holiday Premiums (U-10.D.) – Amend Article 10, Part 2 of the FLTTA so that Associate Directors and Stage Managers who work on a holiday will be paid one (1) additional day of salary, and increase the current payment for a seventh day worked from one hundred fifty percent (150%) of a day's pay to two hundred percent (200%) of a day's pay.
- b. Reality Shows (U-10.B., U-10.E.)
 - i. Consecutive Days on Reality Series – The Company will not unreasonably deny a request from the Director or the Associate Director for additional staffing when the schedule of a reality series does not provide for at least one day off in a seven-day period.
 - ii. Renew the unpublished sideletter re: Reality Shows, which pertains to network reality shows. Consistent with the parties' past understandings, the Guild may meet with each Company individually to have discussions regarding reality shows produced for basic cable.
- c. West Coast Reruns of a One-Time Program Under FLTTA (P-28)

Modify Article 7.B.7 of FLTTA as follows:

- "7. In the event of a limited West Coast rerun of an awards, tribute or benefit program which has aired live and then is rerun beginning on the same day as the live broadcast, the residual payment for that network rerun shall be one-third (1/3) of the amount otherwise payable."

d. Segment Directors Under FLTTA (P-30)

Modify Sideletter No. 8 to the FLTTA as follows:

“Sideletter No. 8

“As of July 1, 2017;

“Updated as of July 1, 2020;

Revised as of July 1, 2023

[Address block omitted]

“Re: Director Employed on a Non-Dramatic Program Assigned to Direct Scenes for a Different Non-Dramatic Program Strip Quiz and Game or Strip Variety Program

“Dear Mr. Hollander:

“During negotiations for the ~~2020~~2023 FLTTA, the parties agreed that, notwithstanding any other provision of this Agreement (~~including Articles 6.D.2. and 6.D.3.~~), the following minimum payments shall apply to the assignment of a Director under the circumstances described below.

- “1. When a Director employed on a non-dramatic program (other than a strip quiz and game program) produced under a DGA collective bargaining agreement is concurrently assigned to direct scene(s) five (5) minutes or less in length as exhibited ~~broadcast~~ for a strip quiz and game program under this Agreement, and the Director’s services do not exceed one (1) hour, the minimum payment for the Director’s services shall be \$1,198 (~~\$1,228 effective July 1, 2021 and~~ \$1,265^[footnote omitted] effective July 1, 2022 [*to be increased by negotiated general wage increases*]) for each such assignment.
- “2. When a Director employed on a non-dramatic program produced under a DGA collective bargaining agreement is assigned to direct scene(s) five (5) minutes or less in length as exhibited ~~broadcast~~ for a strip variety program under this Agreement, and the Director’s services do not exceed one (1) hour, the minimum payment for the Director’s services shall be the ‘less than five (5) minutes in length’ segment fee applicable to a variety program set forth in Article 6, Section B.4.
- “3. When a Director employed on a non-dramatic program produced under a DGA collective bargaining agreement is concurrently assigned to direct scene(s) five (5) minutes or less in length as exhibited for an “All Other” program under this Agreement, and the Director’s services do not exceed one (1) hour, the minimum payment for the Director’s services shall be \$880 [*to be increased by the general*

wage increases in each year of the agreement] for a non-prime time program and \$1.320 [to be increased by the general wage increases in each year of the agreement] for a prime time program.

[Signature blocks omitted]

e. Paid Advertising Under FLTTA (P-31)

Modify Article 16.A.4.(b) of FLTTA as follows:

“4. Paid Advertising

“(b) The foregoing obligation to give credit on paid advertising shall not apply to group advertising, or advertisements less than eight (8) column inches in size unless the individual Writer or Producer is given credit in such advertisement, or advertising in radio or television or to congratulatory ads. Furthermore, if the advertising relates solely to a television series directed by more than one (1) Director (excluding segment Directors), the Company shall not be obligated to accord credit to the Directors by reason of the fact that credit is accorded to two (2) producers who are the producers of the entire series and/or that credit is accorded to an author of the source material on which the series is based.”

- f. Effective January 1, 2024, eliminate the weekly cap under FLTTA Article 10, Part 2, Section D, Paragraph 10 applicable to the daily production fee for Associate Directors and Stage Managers employed on non-prime time entertainment programs.

23. Diversity (U-11)

- a. Theatrical Directors – Diversity and Inclusion Efforts (U-11.A.) – Modify the last sentence of Paragraph 15-204 to provide that the first meeting at each Major Theatrical Studio described in that paragraph shall take place on or before December 1, 2023.
- b. Television Director Development Program (U-11.C., U-11.F.)
- i. The Major Television Studios required to maintain a Television Director Development Program under the Agreement, except Apple and Amazon, will guarantee an episode to participants in their Television Director Development Programs. Apple and Amazon will have separate discussions with the DGA regarding plans for their Programs.
- ii. Add Netflix to the list of Major Television Studios in Paragraph 15-203 of the Basic Agreement that is required to establish and maintain a Television Director Development Program.

c. Individuals from Historically Underrepresented Groups (U-11.E.)

- i. *Modify the title of Section 15-200 and Paragraphs 15-201, 15-202, 15-203(a)(1), 15-204 and 15-700 of the Basic Agreement as follows:*

"Section 15-200 EMPLOYMENT OF ETHNIC MINORITIES, AND WOMEN AND INDIVIDUALS FROM HISTORICALLY UNDERREPRESENTED GROUPS

"15-201 Directors

"The Employer shall work diligently and make good faith efforts to increase the number of ~~working~~ racial and ethnic ~~minority~~ minorities, ~~and~~ women, and other individuals from historically underrepresented groups working as Directors."

"15-202 UPMs, First Assistant Directors, Second Assistant Directors and Associate Directors

"The Employer shall work diligently and make good faith efforts and the Guild will cooperate with the Employer to increase the number of ~~working~~ racial and ethnic ~~minority~~ minorities, ~~and~~ women, and other individuals from historically underrepresented groups working in the positions of Unit Production Managers, Assistant Directors and Associate Directors.

"15-203 Television Director Development Programs

"(1) Outreach to ~~under-represented~~ minorities, ~~and~~ women, and other individuals from historically underrepresented groups, including those currently working in other capacities in episodic television, with potential for success in the Program;

"15-204 Theatrical Directors – Diversity and Inclusion Efforts

"Each of the major theatrical motion picture studios (*i.e.*, Columbia Pictures Industries, Inc., Paramount Pictures Corporation, Walt Disney Pictures, Warner Bros. Pictures, Universal Pictures) (the 'Major Theatrical Studios') will designate one or more senior level creative executives to meet on an individual Employer basis at least twice per year with members of the DGA who have been designated by the Board of Directors of the DGA to discuss ongoing efforts to develop and expand opportunities for

individuals from historically under-represented groups to direct theatrical motion pictures. The first meeting at each Major Theatrical Studio shall take place on or before ~~September 30, 2020~~ December 1, 2023. Topics of discussion may include:

- “(a) Increasing outreach to theatrical Directors from historically under-represented groups;
- “(b) Increasing awareness of the talents of Directors from historically under-represented groups that may lead to future employment opportunities on theatrical motion pictures;
- “(c) Increasing employment opportunities for individuals from historically under-represented groups to direct theatrical motion pictures; and
- “(d) Enhancing the access of Directors from historically under-represented groups to senior level creative executives.

“Each such meeting will be held at the request of the DGA or the Employer. Additional meetings may be scheduled by mutual agreement of the Employer and the Guild.

“15-700

In recognition of the need for the Guild and the Employers to cooperate in their efforts to promote diversity in the hiring of DGA-represented classifications, the parties shall establish a new DGA-AMPTP Joint Diversity Action Committee, which will meet at least once every four months. Initially, the main purpose of the Committee will be to ensure regular communication among the Guild and Employer representatives responsible for the Television Director Development Programs and other diversity initiatives, which will enable them to improve their existing programs. The Committee will also develop new initiatives, including but not limited to the following: (1) mechanisms for racial and ethnic minorities, ~~and women, and other individuals from historically underrepresented groups~~ to gain access to writer-executive producers, director-producers and production executives responsible for hiring; (2) mechanisms for racial and ethnic minorities, ~~and women, and other individuals from historically underrepresented groups~~ to gain access to agents; and (3) the development of criteria to evaluate the success of these efforts. The Committee will consist of appropriate representatives from the

DGA and the Employers. The Guild and the Employers will each select an individual to co-chair the Committee with sufficient authority to advance the Committee's work."

ii. *Modify Sideletter No. 22 to the FLTTA as follows:*

"Sideletter No. 22

"As of July 1, 2005;
"Revised as of July 1, 2008;
Revised as of July 1, 2023

[Addressee Blocks Omitted]

"Re: Diversity

"Dear Ms. Lombardini:

"During the negotiations for the ~~2008~~2023 BA and FLTTA, the parties discussed their respective concerns regarding diversity in the production of television programs. The Employers and the DGA have agreed to address concerns regarding the implementation of BA Article 15 and FLTTA Article 19 as follows:

"1. Both parties mutually understand the need to continue the diversity meetings with high level creative, production or programming executives, pursuant to BA 15-700 and FLTTA Article 19, Section E.

"2. The Major Production Companies have agreed to continue their commitment of substantial resources to increase the employment of both experienced and emerging women and minority Directors and Directors from other historically underrepresented groups in television. To this end, several programs have been instituted including the ABC/Touchstone Directing Assignment Initiative, the NBC Director in Training Program and the HBO/DGA Directing Fellowship. These programs and other initiatives have the potential to be an important source of employment opportunities. The DGA will continue to provide lists of women and minority Directors and Directors from other historically underrepresented groups who may be available for assignment.

"3. The DGA will endeavor to educate the DGA executive producers, supervising producers and/or showrunner members about the need to enhance the employment of women and minority Directors and Directors from other historically underrepresented groups. In addition, the DGA will cooperate with other organizations, including the WGAw, at the Employer's request, to further the goal of diversity.

[Signature Blocks Omitted]"

d. Self-Identification Data (P-19)

Add a new paragraph to Section 15-300 ("Reports") (make conforming changes, including by re-numbering the existing paragraphs accordingly) to provide:

"15-301 Self-Identification Data

"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 Guild has aggregated diversity statistics concerning Employees, the Guild agrees to share the information with the Employer upon request, but no more frequently than once per year. To the extent that the Employer has aggregated diversity statistics concerning Employees, the Employer agrees to share the information with the Guild upon request, but no more frequently than once per year."

Make conforming changes to the analogous provisions of FLTTA (Article 19., Section B.1.).

24. Director Safety Training (U-12.A.i.)

Add the following Sideletter to the Basic Agreement and FLTTA:

"SIDELETTER NO. ____
"As of July 1, 2023

[Address block omitted]

"Re: Safety Training for Directors

"Dear Mr. Hollander:

"During the 2023 negotiations, the parties discussed Director-specific safety training and the importance of a safe work environment. To that end, a committee consisting of representatives from the DGA and the Employers shall meet during the first contract year of the 2023 Basic Agreement and 2023 FLTTA to discuss the creation and implementation of a Director-specific safety training program, including the content of the program, funding requirements, a timeline for implementation and whether the training program will be mandatory. While the parties agree to work collaboratively, the DGA agrees that the Employers will have final approval over the content of the safety training program. The program will be launched no later than July 1, 2025.

[Signature blocks omitted]"

25. Safety Training for UPMs, Assistant Directors, Associate Directors and Stage Managers
(U-12.A.ii, U-12.A.iii, U-12.A.iv.)

- i. *Add a Sideletter to the Basic Agreement and to FLTTA to provide as follows (and modify Paragraphs 14-101(a)-(c) and 14-113 consistent with the Sideletter):*

"No later than December 31, 2024, the parties agree to merge the Directors Guild—Producer Training Plan and the Directors Guild of America—Producer Assistant Director Training Program Trust Fund (New York) into a single Directors Guild—Producer Training Plan, which shall be a jointly-administered Trust Fund that will centralize and combine funding and oversight of safety training for Employees employed under the Basic Agreement and FLTTA. The Trust Fund shall administer the training through a Board, the structure and composition of which shall be determined by the parties. The training program and the Trust Fund shall be established and administered in accordance with all applicable laws and regulations and the applicable provisions contained in Article 12 of the Basic Agreement and Article 11 of the FLTTA relating to the Directors Guild of America—Producer Pension Plan Trust.

"Recognizing the value of the existing Assistant Director training programs, the parties agree to recommend to the Trustees that the merged Trust Fund preserve the autonomy of those programs with respect to oversight, administration and adequate funding consistent with past practice."

"The parties agree to recommend to the Trustees of the merged Trust Fund to implement mandatory location safety and insert car safety training on a date during the term no earlier than January 1, 2025 for Unit Production Managers, Assistant Directors and Associate Directors who are hired in the United States under the Basic Agreement and mandatory location safety training for Associate Directors and Stage Managers who are hired in the United States under the FLTTA, provided that sufficient funding exists. It is understood that once effective, Unit Production Managers, Assistant Directors, Associate Directors and Stage Managers will have ninety (90) days from their initial date of employment or until March 31, 2025 (whichever is later) to successfully complete this training.

"During the term of the Agreement, the parties agree to examine the annual funding needed to support the mandatory training required under the Basic Agreement and FLTTA and the ongoing Trainee Program."

- ii. Modify the contribution rate provisions in Paragraph 14-101(b) and 14-113(b) of the Basic Agreement and add a contribution rate in a new Article 9.C.4. to the FLTTA, effective the first Sunday thirty (30) days following the AMPTP's receipt of notification of ratification or August 6, 2023, whichever is later, as follows:

Employer shall contribute three-eighths (3/8) of one percent of the compensation of each Unit Production Manager, Assistant Director and Associate Director employed under the Basic Agreement (regardless of the location in which the Employee is employed or whether there is a Trainee employed on the production) and each Associate Director and Stage Manager employed under the FLTTA solely to the Directors Guild—Producer Training Plan (West Coast) until the merger of the Training Trust Funds and, then, after they merge, to the new Training Trust Fund. The compensation shall be computed on the same basis as the compensation is computed for contributions under the Directors Guild of America—Producer Pension Plan as provided in Article 12 of the Basic Agreement or Article 11 of the FLTTA, as applicable.

The parties agree that the foregoing contribution shall expire June 30, 2026.

iii. *Modify Paragraph 14-114(d) as follows (and make conforming changes to Article 9.C.3 of the FLTTA):*

“(d) (i) The Directors Guild – Producer Training Plan Safety Passport Training Course, which includes the Contract Services Administration Trust Fund (‘CSATF’) ‘A’ course, is mandatory for the following individuals who are hired in California: Unit Production Managers, Assistant Directors, Associate Directors and Stage Managers. Such individuals shall have ninety (90) days from their initial date of employment to successfully complete the Safety Passport Training Course.

“The Directors Guild - Producer Training Plan Safety Passport Training Course, which includes the CSATF ‘A’ course and any training specific to a particular region, all of which training shall be made available online, ~~shall be~~ is mandatory ~~as of July 1, 2017~~ for the following individuals who are hired in the United States (other than California): Unit Production Managers, Assistant Directors, Associate Directors and Stage Managers. Such individuals shall have ~~until December 31, 2017 or~~ ninety (90) days from their initial date of employment ~~(whichever is later)~~ to successfully complete the Safety Passport Training Course.

“(ii) The CSATF Firearm Safety Training and Environmental Safety Training courses, all of which shall be made available online, shall be mandatory as of January 1, 2024 for the following individuals who are hired in the United States: Unit Production Managers, Assistant Directors, Associate Directors and Stage Managers. Such individuals shall have ninety (90) days from their initial date of employment or until March 31, 2024, whichever is later, to successfully complete those training courses.

“(iii) Contingent upon sufficient funding as determined by the Trustees of the Trust Fund, [for Basic Agreement: the CSATF Location Safety Training and Insert Car Safety Training courses shall be mandatory as of January 1, 2025 for Unit Production Managers, Assistant Directors, and Associate Directors hired in the United States] [for FLTTA: the CSATF Location Safety Training course shall be mandatory as of January 1, 2025 for Associate Directors and Stage Managers hired in the United States], with all such courses made available online. Such individuals shall have ninety (90) days from their initial date of employment or until March 31, 2025, whichever is later, to successfully complete those training courses.

“As of January 1, 2026, Unit Production Managers, Assistant Directors, Associate Directors and Stage Managers hired in the United States shall have thirty (30) days from their initial date of employment to complete mandatory training courses, but in no case may they work on principal photography until they successfully complete all mandatory training courses as provided in subparagraphs (i) through (iii) above.

“It is understood and agreed that the Directors Guild – Producer Training Plans will fund all aspects of the mandatory training using existing funds through their reserves.

“The Directors Guild - Producer Training Plans shall pay a stipend to Employees who attend the mandatory training courses as provided in subparagraphs (i) through (iii) above ~~Safety Passport Training Course~~ at a rate not less than that paid to employees covered under the Producer-IATSE Basic Agreement and West Coast Studio Local Agreements who attend safety training courses offered by CSATF.

“All Qualification Lists, Eligible to Work Lists and Employment Criteria Lists shall be updated to reflect an individual’s successful completion of mandatory training courses ~~the Safety Passport Training Course~~. For individuals not on any Qualification List, Eligible to Work List or Employment Criteria List, the parties will devise a method to reflect the individual’s successful completion of mandatory training courses ~~the Safety Passport Training Course~~.

“Any Unit Production Manager, Assistant Director, Associate Director or Stage Manager who fails to successfully complete a mandatory training course ~~the Safety Passport Training Course~~ within the training deadline set forth herein will be suspended from the applicable Qualification List, Eligible to Work List, or Employment Criteria List until ~~he or she completes~~ successful completion of the training course. Upon successful completion of all mandatory training courses ~~the Safety Passport Training Course~~, any such Unit Production Manager, Assistant Director, Associate Director or Stage Manager who was suspended from the applicable Qualification List, Eligible to Work

List, or Employment Criteria List shall regain ~~his or her~~ status on the applicable list. Any individual not on a Qualification List, Eligible to Work List or Employment Criteria List who fails to successfully complete ~~the a~~ mandatory training course ~~Safety Passport Training course~~ will be ineligible to work until ~~he or she~~ successfully completions of the training course. Upon successful completion of all mandatory training courses ~~the Safety Passport Training Course~~, any individual not on the applicable Qualification List, Eligible to Work List or Employment Criteria List shall regain eligibility for employment.”

26. **Safety Officer/Risk Assessment** (U-12.C.)

Effective July 1, 2025, implement a pilot program in New York and Georgia modeled on California tax incentive legislation (California SB735) as follows:

Each of the major studios shall identify at least one (1) dramatic production of 75 minutes or longer in each state during the term of the 2023 Agreements (to the extent the major studio has a production shooting in that state) to participate in the pilot program. A dedicated, qualified safety officer shall be engaged to conduct a risk assessment for the production and shall be present on set each day to implement the risk assessment.

27. **Live Ammunition** (U-12.D.)

Add a new Paragraph 17-503 to the Basic Agreement as follows:

“17-503 Live Ammunition

“The presence of live ammunition (excluding blanks) shall be prohibited on set or stage and other production premises, with the following exceptions:

- “(a) When ammunition is essential to the subject matter of the work, such as a reality show, a documentary (except during dramatic reenactments) or a firearms education and safety training production;
- “(b) While filming at a state or federal facility where firearms are ordinarily present in the absence of production or while filming footage of trained military or police personnel firing weapons in a controlled military or police facility;
- “(c) Security personnel employed to provide security for the production who carry a firearm in compliance with applicable laws and, at all times in the scope and course of that employment, are in possession and control of the firearm;

- “(d) A peace officer (as defined under applicable laws) or a law enforcement officer who is authorized to carry a firearm in the course and scope of the officer’s duties and, at all times in the scope and course of those duties, is in possession and control of the firearm; or
- “(e) Commercial locations where live ammunition is customarily found in the absence of production (e.g., a gun store or ammunition factory/warehouse), provided that the Employer notifies the Guild in advance.”

Make conforming changes, including to analogous provisions of FLTTA.

28. **Sustainability** (U-13)

Each of the major studios will meet with the Guild upon request, on a company-by-company basis, to discuss sustainable production practices. A high level executive from each of physical production, content creation and the sustainability department shall attend the meeting on behalf of the Employer.

29. **Generative Artificial Intelligence** (U-15)

Add a Sideletter to the Basic Agreement and FLTTA to provide as follows:

“SIDELETTER NO. ____
“As of July 1, 2023

[Address block omitted]

“Re: **Generative Artificial Intelligence**

“Dear Carol:

“During the negotiations for the 2023 Basic Agreement and 2023 Freelance Live and Tape Television Agreement (‘FLTTA’), the parties discussed the use of Generative Artificial Intelligence (‘GAI’) in the production of motion pictures. The parties acknowledged that definitions of GAI may vary, but agreed that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include ‘traditional AI’ technologies programmed to perform specific functions, such as those already used during all stages of motion picture production (e.g., CGI and VFX).

“The Employers re-affirm their respect for the creative rights set forth in the DGA BA, including those described in Paragraphs 7-101 and 7-208. Further, an Employer’s decision to utilize GAI in connection with creative elements will be subject to consultation between the Employer and the employee, consistent with the requirements of the Basic Agreement. To

the extent an employee uses GAI, the parties confirm that the employee will be required to adhere to the Employer's policies (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights). In any event, the Employer retains the right to require that an employee obtain consent before using GAI and the right to reject the use of GAI that could adversely affect the copyrightability or exploitation of the work. The Employers agree that the duties customarily assigned to DGA-represented employees as referenced in, among other provisions, Section 1-300 and Article 7 of the Basic Agreement and Article 2 of the FLTTA, must be assigned to a person covered by the Basic Agreement or FLTTA, as applicable, and the Employers acknowledge that GAI does not constitute a person.

"Given the potential impact on the motion picture industry and DGA-represented employees, the Employers agree to meet regularly with the DGA during the term of the 2023 DGA BA as follows: (1) to discuss appropriate remuneration, if any, with respect to material directed by DGA-covered employees that is used to train a GAI system for the purpose of creating new motion picture content; (2) on a semi-annual basis, to discuss the current and intended uses of GAI in motion picture production with at least one senior executive from each AMPTP company involved in the development and/or use of GAI in production in attendance; and (3) on a company-by-company basis semi-annually at the request of the DGA and subject to appropriate confidentiality agreements to discuss and review information related to each company's use and intended use of GAI in motion picture production.

"The parties recognize that this Sideletter is being negotiated at a time when the use of GAI is in the process of exploration, experimentation, and innovation. Therefore, this Sideletter expires on June 30, 2026, unless the parties mutually agree to an extension.

[Signature blocks omitted]"

30. Promotional Runs for Made-for-Network Television Programs on Linear Television
(P-1)

Modify Paragraph 11-101(h) (and make conforming changes to Article 7.B.1.(d) of FLTTA) as follows:

- “(h) 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 myNetwork (excluding multi-part, closed-end series). No residual compensation shall be due under Paragraph 11-101 nor Paragraph 11-108 for the second run (which may be either on free television or basic cable) of three (3) two (2) programs chosen by the Employer from the first season of a series (including the pilot) and, subject to a maximum of twenty-five percent (25%) of the total number of episodes ordered (including the pilot), the first two (2) episodes broadcast during the first production season, provided the second run occurs within a two month period following the initial exhibition of each program. (For example, if the total number of episodes, including the pilot, ordered in the first season of a series is eight (8) or nine (9), Employer 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 Paragraph 11-101(b)(1) ~~nor 11-101(b)(3)~~. Employer shall be obligated to report any such run to the Guild as required under this Article 11, notwithstanding the fact that no payment shall be due therefor.

"The Employer may not utilize this provision at any time after the series has been cancelled or a decision has been made not to order additional seasons or episodes."

Make conforming changes.

31. Limited Theatrical Exhibition (P-3)

- a. *Modify Paragraph 11-201(b)(1) (and make conforming changes, including to the analogous provisions of FLTTA) to add a provision for the limited theatrical exhibition of a one-time High Budget program made for SVOD 66 minutes or more in length (and make a housekeeping change replacing "multi-part, closed-end series" for "mini-series") as follows:*

"(b) In lieu of the payment prescribed by the foregoing paragraph:

"(1) If one (1) or more episodes of a free television, pay television or basic cable series or one or more episodes of a High Budget SVOD series or multi-part, closed-end series ~~mini-series~~ (as defined in Sideletter No. 35 to the Basic Agreement), 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, ~~(but not one that is a High Budget SVOD Program)~~, 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, series or multi-part, closed-end series ~~mini-series~~), the Employer shall pay to the Director an amount equal to three percent (3%) of the Employer's gross (as defined in Paragraph 18-103(b)) derived from licensing the theatrical exhibition rights. "Employer's gross," for this purpose, shall include the fair market value of any in-kind consideration, provided that:

"(i) 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 ~~mini-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;

"(ii) The theatrical exhibition shall not exceed eight (8) days, which need not be consecutive, unless the initial theatrical exhibition takes place more than one

year after the initial telecast or streaming availability, in which case there is no limit on the length of the theatrical exhibition;

“(iii) The original Director, subject to his or her reasonable availability, shall supervise any additional editing at no additional salary, and be offered employment to shoot any additional footage that may be required at the pro rata daily rate applicable to the television or High Budget SVOD motion picture.”

- b. Eliminate the sunset clause in Paragraph 11-201(b)(10) (and make conforming changes, including to the analogous provisions of FLTTA) concerning limited theatrical exhibitions.

32. **Flexibility for Director's Starting Date** (P-7)

- a. *Modify Paragraph 4-103(c) of the Basic Agreement as follows:*

“4-103 Starting Date

* * *

“(c) An ‘on or about’ starting date may be postponed by agreement of the parties only to a specific date. There can be no second ‘on or about’ date.

“Alternatively, for episodic series or multi-part, closed-end series, the Employer and Director may mutually agree to a comparable assignment which has minimum terms and conditions no less than those of the booked episode or part, and this new assignment shall satisfy the Employer’s pay-or-play commitment. The Director’s employment on the comparable assignment must commence within one year of the original ‘on or about’ start date of the episode or part. In the event no agreement can be reached on a comparable assignment (or a new start date), the Director shall be paid the fee for the booked episode or part.”

Make conforming changes.

- b. *Revise Article 14, Section D.3. (“On or About”) of the FLTTA as follows:*

“SECTION D. ON OR ABOUT

* * *

“3. Any “on or about” starting date may be postponed by agreement of the parties only to a specified date. There can be no second “on or about” date.

“Alternatively, for dramatic episodic series or multi-part, closed-end series, the Company and Director may mutually agree to a comparable assignment which has minimum terms and conditions no less than those of the booked episode or part, and this new assignment shall satisfy the

Company's pay-or-play commitment. The Director's employment on the comparable assignment must commence within one year of the original 'on or about' start date of the episode or part. In the event no agreement can be reached on a comparable assignment (or a new start date), the Director shall be paid the fee for the booked episode or part."

"4. This Section D. does not apply to series contracts."

33. Hiatus for Director on Episodic Series or Serial (P-12)

Modify the last paragraph of 10-108 (and make conforming changes) to provide:

"In addition, at the Employer's election, the Director's preparation period may be suspended without pay during:

"(a) a one-week planned hiatus on a single-camera one-half hour television motion picture, provided that the Director is notified of the hiatus at the time of engagement; the hiatus is noted in the Director's deal memo; and Directors of all episodes of the series in the same season are guaranteed at least (4) prep days;or

"(b) a one-week planned hiatus during the week of Thanksgiving on a one-hour series or multi-part, closed-end series, provided that the Director is notified of the hiatus at the time of engagement; the hiatus is noted in the Director's deal memo; and Thanksgiving Day and the day after Thanksgiving are treated as holidays not worked under Paragraphs 4-107 and 10-105."

34. Weather-Permitting Call and Cancellation of Calls (P-26)

- a. *Add a new Paragraph 13-201 ("Weather Permitting Call") of the Basic Agreement (and delete the current prohibition on weather permitting calls thereunder) to provide as follows:*

"(a) Employer may issue a 'weather-permitting' call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes. A 'weather-permitting' call may be issued only to Assistant Directors (other than First Assistant Directors and Key Second Assistant Directors) employed on a daily basis prior to their dismissal for the day and to persons to be employed in such classifications who are not on payroll up to twelve (12) hours before their call time (even if a call had previously been given). Employer shall provide notice to the Guild upon issuance of a 'weather-permitting' call. Employer may cancel a 'weather-permitting' call up to four (4) hours prior to the call time.

"In the event an Assistant Director is notified not to report to work after receiving a 'weather permitting call,' the Assistant Director shall be paid one-half (½) of any daily rate as set forth in Paragraph 13-101(c), and the Employer shall make

the applicable pension and health contributions on that amount; however, if the notification to the Assistant Director is untimely, or the Employer authorizes the Assistant Director to work that day, the Assistant Director shall be paid the Assistant Director's applicable daily rate.

"The foregoing is in addition to Employer's rights under Section 13-201(b) below. The Guild agrees that it will not unreasonably deny a request by the Employer to issue a 'weather-permitting' call under this paragraph for other weather conditions.

- "(b) Notwithstanding the above, Employer may cancel calls for Assistant Directors (other than First Assistant Directors and Key Second Assistant Directors) employed on a daily basis due to extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes, provided that the Employer gives notice to the Guild as soon as practicable. The Assistant Director must be notified of the cancellation no later than 8:00 p.m. the night before the call. Employer may also cancel calls for the first day of a new workweek (e.g., Monday) so long as Employer makes the effort to inform the Assistant Director on the last day of the preceding workweek (i.e., Friday in the case of a Monday call) of the possibility that the call will be cancelled and the Assistant Director is notified of the cancellation before 8:00 p.m. on the evening prior to the call (i.e., Sunday in the case of a Monday call.) The Guild agrees that it will not unreasonably deny a request by Employer to cancel a call under this subparagraph (b) due to other weather conditions.
- "(c) In the event an Assistant Director's call is cancelled pursuant to subparagraph (a) above, such cancellation of call shall be considered a day's work for the purpose of determining Completion of Assignment Pay. In the event an Assistant Director's call is cancelled pursuant to subparagraph (b) above, such cancellation of call shall not be considered a day's work for the purpose of determining Completion of Assignment Pay.
- "(d) Inadvertent failure to provide notice to the Union as provided in subparagraphs (a) and (b) above is not subject to grievance and arbitration."

Make conforming changes.

- b. *Revise Article 10, Part 3, Section C ("Cancellation of Calls") of the FLTTA as follows:*

"SECTION C. CANCELLATION OF CALLS

- "1. Except as set forth in Paragraphs 2. and 3. below, a A-call from the Company engaging an Associate Director or Stage Manager may not be cancelled. When the Company does cancel a call, the Associate Director or Stage Manager will nevertheless be paid the agreed upon rate.
- "2. The Company may issue a 'weather-permitting' call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes. A 'weather-permitting' call may be issued only to Associate Directors and Stage Managers employed on a daily basis who do not have responsibility for scheduling prior to their dismissal for the day and to persons to be employed in such classifications who are not on payroll up to twelve (12) hours before their call time (even if a call had previously been given). The Company shall provide notice to the Guild upon issuance of a 'weather-permitting' call. The Company may cancel a 'weather-permitting' call up to four (4) hours prior to the call time.

"In the event an Associate Director and/or Stage Manager is notified not to report to work after receiving a 'weather permitting call,' the Associate Director and/or Stage Manager shall be paid one-half (½) of the applicable daily rate in Article 10, Part 1, Section A or Article 10, Part 2, Section A.-C., and the Company shall make the applicable pension and health contributions on that amount; however, if the notification to the Associate Director and/or Stage Manager is untimely, or the Company authorizes the Associate Director and/or Stage Manager to work that day, the Employee shall be paid for the entire day at the Employee's agreed-upon daily rate.

"The foregoing is in addition to the Company's rights under Paragraph 3. below. The Guild agrees that it will not unreasonably deny a request by the Company to issue a 'weather-permitting' call under this paragraph for other weather conditions.

- "3. Notwithstanding the above, the Company may cancel calls for Associate Directors and Stage Managers employed on a daily basis who do not have responsibility for scheduling due to extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes, provided that the Company gives notice to the Guild as soon as practicable. The Associate Director and/or Stage Manager must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Company may also cancel calls for the first day of a new workweek (e.g., Monday) so long as the Company makes the effort to inform the Associate Director and/or Stage Manager on the last day of the preceding workweek (i.e., Friday in the case of a Monday call) of the possibility that the call will be

cancelled and the Associate Director and/or Stage Manager is notified of the cancellation before 8:00 p.m. on the evening prior to the call (i.e., Sunday in the case of a Monday call.) The Guild agrees that it will not unreasonably deny a request by the Company to cancel a call under this Paragraph 3. due to other weather conditions.

- "4. Inadvertent failure to provide notice to the Union as provided in Paragraphs 2. and 3. above is not subject to grievance and arbitration."

35. Qualification List Waivers (P-16, P-21, P-25)

The parties agree to meet 18 months into the term of the 2023 Basic Agreement to review the waiver process and waiver requests that have been granted/denied with respect to First ADs working in the United States on foreign-based productions, continued employment when a production moves outside the Qualification List area and staffing of a UPM/First AD when staffing of a UPM or First AD is not warranted.

36. Tri-Guild Audit Program (U-3.G.)

Modify the Sideletter relating to the Tri-Guild Gross Receipts Residual Payment Monitoring Fund to cover the period July 1, 2023 through June 30, 2026, with the Employers' aggregate contribution to the Fund subject to the conditions agreed upon by the parties.

37. Sideletter re: Virtual MVPDs (U-3.I.)

Effective July 1, 2024, remove CBS All Access from Sideletter No. 1 to the Basic Agreement re: Virtual MVPDs and Sideletter No. 23 to the FLTTA re: Virtual MVPDs.

38. Inspection Rights Under Sideletter re Programs Made for New Media and Sideletter re Exhibition of Motion Pictures Transmitted Via New Media (P-33)

Modify Paragraph G. of Sideletter No. 35 and Section 5.B. of Sideletter No. 15 to the Basic Agreement (and make corresponding changes to FLTTA) as follows:

"GH. Agreements.

"On an semi-annual basis, within ten (10) business thirty (30) calendar days after such request, the Employer shall provide for inspection by DGA's designated employee or auditor, at Employer's premises in Los Angeles, full access¹⁴ to all unredacted license, distribution, and other agreements pertaining to exploitation of covered motion pictures on domestic and foreign New Media platforms that were entered into during the immediately preceding inspection period. Alternatively, the Employer may elect to provide the DGA

¹⁴ Full access includes access to all agreements, notwithstanding any confidentiality clause contained therein, and access to all sideletters, exhibits, addenda, and other ancillary documents.

with such access remotely over the internet, such as through a secured link or digital locker. In any subsequent ~~semi~~-annual inspection, the DGA's designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected.

"The provisions of this Section GH, do not apply to agreements relating to a multichannel video programming distributor ('MVPD') or any similar service that currently exists or may hereafter be developed."

39. **Legal/Administration** (U-14, P-37)

- a. Increase the arbitration jurisdictional maximum in Paragraph 2-101(e) from \$550,000 or less to \$750,000 or less.
- b. *Modify the first two paragraphs of Section 1 of Sideletter 15 to the Basic Agreement (and make conforming changes to Section 1 of Sideletter 14 of the FLTTA) as follows:*

"1. License for Limited Period or Fixed Number of Exhibitions.

"Where the subscriber pays for the program either on a subscription or per-picture basis, and where the payment is in exchange for the right to view the motion picture for a fixed and limited period of time or a fixed number of exhibitions, the Employer shall pay residuals in an aggregate sum equal to one and two-tenths percent (1.2%) of 'Employer's gross,' as defined in Section 5 below the license fee paid by the licensee for the right to exhibit such picture in New Media.³

~~"When the Employer's receipts from the licensing of such exhibition are received from an entity which acts as the exhibitor and in which the Employer has a financial interest, the reasonableness of the fee received by the Employer from the licensing of such exhibition shall be determined by the exhibitor's license fee payments to unrelated entities for comparable motion pictures."~~

- c. Add Juan Carlos Gonzalez, Najeeb Khoury, Deborah Crandall Saxe and the Hon. Terry B. Friedman to the Los Angeles arbitration panel (and remove Michael Rappaport, Barry Winograd and Dixon Dern).

³ As bargaining history, this language is based upon the following model: studio licenses to Moviefly the right to transmit the motion picture on the Internet to the viewer who pays Moviefly on a subscription or per-picture basis. Such payment would enable the viewer to view the motion picture for a fixed and limited period of time or limited number of exhibitions. For example, if Columbia Pictures, through Columbia-TriStar Home Entertainment, licenses to Moviefly the right to exhibit a Columbia Pictures film, the residuals shall be based upon 100% of the license fee paid by Moviefly to Columbia-TriStar Home Entertainment for such picture.

- d. Modify Sideletter 35 to the Basic Agreement to apply Paragraph 17-501 of the Basic Agreement to SVOD programs for which it does not already apply (*i.e.*, other than “High Budget SVOD Programs”).
- e. Update the dollar figures in Paragraph 20-1101 as follows: Increase \$225,000 to \$342,267 and increase \$5,000 to \$7,608. (These dollar figures shall be further increased as per the minimum wage increases in Item 2.a.i. above.)
- f. Replace gender-specific pronouns in the DGA Basic Agreement and FLTTA with gender-neutral nouns such as “employee” or “individual,” provided that such replacement does not result in any grammatical errors or substantive changes.
- g. Clarify that Paragraph 11-208 of the Basic Agreement (and Article 23.B.3. of the FLTTA) applies to covered new media programs.
- h. Waiver of New York Earned Safe and Sick Time Act and Similar Laws – Parties have agreed to a letter, dated May 30, 2023, sent under separate cover to the DGA, and will modify Paragraph 17-125 of the Basic Agreement and Article 9, Section B.21. of the FLTTA accordingly.
- i. Modify Paragraph 20-301 of the Basic Agreement, including footnote 28, (and analogous provisions of FLTTA) to confirm that the elimination of the Pay TV Fund Administrator did not change the calculation of payments for residuals for pay television and videodisc/videocassette exhibition under Section 20-300. In particular, the parties confirm that the Employer need only pay pension and health contributions on behalf of Employees if owed to the applicable Director or, if applicable, to the Director’s loan-out company. It is understood that in those instances in which the Employer would not have been required to make pension and health contributions on behalf of the applicable Director because the applicable ceiling has been exceeded, or other reason, then no payment of that type is required.
- j. Eliminate Sideletter No. 18 re PlayStation Plus and PlayStation Vue.
- k. The parties will work together to correct any typographical errors in the 2020 Basic Agreement and 2020 FLTTA during drafting.
- l. Update the Sideletter re: HBO Max as per the modifications sent to the DGA on May 31, 2023.

40. Sunset Clauses

Renew all sunset clauses in the 2020 Basic Agreement and 2020 FLTTA, except as provided above in Item 31.b. (elimination of sunset clause from Paragraph 11-201(b)(10) of the Basic Agreement and Article 23.B.1.(b)(xi) of the FLTTA concerning limited theatrical exhibition), and subject to any modifications provided herein.

FOR THE DIRECTORS GUILD OF AMERICA, INC.



Dated: 3/15/24

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS



Dated: March 16, 2024

EXHIBIT 1
Contract Language Changes for
High Budget SVOD Programs (Items 5, 9 and 13 of MOA)

Modify Paragraphs D., E.3. and F. of Sideletter No. 35 to the Basic Agreement as follows:

D. Terms and Conditions for "High Budget" Original and Derivative Dramatic Productions Made For a Subscription Consumer Pay Platform.

1. "High Budget SVOD Programs" Defined.

The terms and conditions set forth in Section D.2. and the reuse provisions set forth in Section ~~E~~F.3. of this Sideletter shall be applicable only to original and derivative dramatic New Media productions made for initial exhibition on a subscription consumer pay platform which meet the following "high budget" criteria (hereinafter "High Budget SVOD Programs") and are not "grandfathered" as provided in Sections D.1.a. ~~through e.~~ below:

Length of Program as Initially Exhibited*	"High Budget" Threshold
20-35 minutes	\$1,000,000 and above (\$1,030,000 and above effective July 1, 2022) (See Section D.1.a. for certain programs or series budgeted at less than \$1,300,000 as of June 30, 2020)
36-65 minutes	\$1,700,000 and above (\$1,750,000 and above effective July 1, 2022) (See Section D.1.a. for certain programs or series budgeted at less than \$2,500,000 as of June 30, 2020)
66 minutes or more	\$3,000,000 and above
* Programs less than 20 minutes are not considered "high budget" for purposes of this Sideletter.	

~~a. The terms and conditions set forth in Section D.2. and the reuse provisions set forth in Section E.3. of this Sideletter shall not apply to any program or series budgeted at less than \$1,300,000 for a 20-35 minute program or less than \$2,500,000 for a 36-65 minutes program as of June 30, 2020 that would otherwise qualify as a "High Budget SVOD Program" under the 2020 Basic Agreement, and, instead, shall be subject to Sections A. and E.1. of Sideletter No. 35 of the 2020 BA if a "Derivative New Media Production (other than a "High Budget SVOD Program")" or Sections C. and E.2. of Sideletter No. 35 of the 2020 BA if an "Original New Media Production (other than a "High Budget SVOD Program");" if:~~

(1) ~~principal photography of the program, or the first episode in the case of a series, commences prior to July 1, 2020; or~~

(2) ~~principal photography of the program, or the first episode in the case of a series, commences on or after July 1, 2020 pursuant to a license agreement entered into prior to July 1, 2020;~~^{5, 6}

b. The terms and conditions set forth in Section D.2. and the reuse provisions set forth in Section ~~E~~F.3. of this Sideletter ~~also~~ shall not apply to any 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, 2020~~2023~~ and was grandfathered, and continues to be grandfathered, pursuant to Section D.1.a. or b. of Sideletter No. 35 of the 2017~~2020~~ Basic Agreement (i.e., it is subject to Sideletter No. 35 of the 2017 Basic Agreement, the 2014 Basic Agreement or the 2011 Basic Agreement, as applicable). Such seasons High Budget SVOD-series shall not be subject to Sideletter No. 35 of the 2020~~2023~~ Basic Agreement, except that the minimum salary rates for Directors shall be increased as per the wage increases negotiated during the 2023 negotiations for Directors of High Budget SVOD Programs as set forth in Section D.1.d.b.(1) and (2) below; the minimum salary rates for Employees other than Directors shall be increased as per the general wage increases negotiated during the 2023 negotiations as set forth in Section D.2.b. below and the fringe rates shall be as set forth in the 2020~~2023~~ Basic Agreement.

e. ~~Subject to the next paragraph, any High Budget SVOD Program which commences principal photography on or after July 1, 2020 and any episodes of a High Budget SVOD-series (other than those referred to in Sections D.1.a. or b. above) which commence~~

⁵ ~~If the licensee orders additional programs or episodes of the series, the principal photography of which will commence on or after July 1, 2020, pursuant to a license agreement entered into prior to July 1, 2020, and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the program or episodes of the series shall be subject to the terms and conditions set forth in Section D.2. and the reuse provisions set forth in Section E.3. of this Sideletter No. 35 to the 2020 Basic Agreement.~~

⁶ ~~The Employer shall notify the DGA of any such license agreement that it enters into prior to July 1, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the DGA's request, the Employer must make an unredacted license agreement available for inspection at the Employer's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.~~

principal photography on or after July 1, 2020 pursuant to a license agreement entered into prior to July 1, 2020⁷; ⁸ shall be subject to grandfathering (i.e., Sideletter No. 35 to the 2017 Basic Agreement shall apply instead of Sideletter No. 35 to the 2020 Basic Agreement), except that (1) the minimum salary rates for Directors shall be as set forth in Section D.1.e.(1) and (2) below, (2) the minimum salary rates for Employees other than Directors shall be as set forth in Section D.2.b. below and (3) the fringe rates shall be as set forth in the 2020 Basic Agreement.

"Grandfathering" as set forth in Section D.1.e. 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. July 1, 2024. All episodes of that season and any subsequent seasons of the series shall be subject to the terms and conditions applicable during the contract year in which they were produced (i.e., the terms and conditions set forth in Section D.2. and 3. below and the reuse provisions set forth in Section EF.3. of this Sideletter). Examples of "grandfathering" scenarios are set forth below:

Examples of High Budget SVOD "Grandfathering"

Example 1:

A license for a High Budget SVOD series is first entered into on June 1, 2016:

- Season 1 is produced between July 1, 2016 and June 30, 2017;
- Season 2 is produced between July 1, 2017 and June 30, 2018;
- Season 3 is produced between July 1, 2018 and June 30, 2019;
- Season 4 is produced between July 1, 2019 and June 30, 2020;

⁷ If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the principal photography of which will commence on or after July 1, 2020, pursuant to a license agreement entered into prior to July 1, 2020, and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of this Sideletter No. 35 to the 2020 Basic Agreement.

⁸ The Employer shall notify the DGA of any such license agreement that it enters into prior to July 1, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the DGA's request, the Employer must make an unredacted license agreement available for inspection at the Employer's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

- * ~~Season 5 is produced between July 1, 2020 and June 30, 2021; and~~
- * ~~Season 6 is produced between July 1, 2021 and June 30, 2022.~~

In this example, the entire series would remain grandfathered and subject to the terms of Sideletter 35 of the 2014 Basic Agreement, and not subject to Sideletter No. 35 of the 2020 Basic Agreement, except that the minimum salary rates and fringe rates would be as set forth in the 2020 Basic Agreement.

Example 2:

A license for a High Budget SVOD series is first entered into on June 1, 2018.

- * ~~Season 1 is produced between July 1, 2018 and June 30, 2019;~~
- * ~~Season 2 is produced between July 1, 2019 and June 30, 2020;~~
- * ~~Season 3 is produced between July 1, 2020 and June 30, 2021; and~~
- * ~~Season 4 is produced between July 1, 2021 and June 30, 2022.~~

Seasons 1 and 2 were produced under the terms of the 2017 Basic Agreement, and those terms would remain applicable. Season 3 would be grandfathered, and would be subject to Sideletter No. 35 of the 2017 Basic Agreement, except that the minimum salary rates and fringe rates would be as set forth in the 2020 Basic Agreement. Season 4 would not be grandfathered, and would be subject to Sideletter No. 35 of the 2020 Basic Agreement.

Example 3:

A license for a High Budget SVOD series is first entered into on March 1, 2020.

- * ~~The pilot is produced in March 2020.~~
- * ~~Season 1 is produced between July 1, 2020 and June 30, 2021; and~~
- * ~~Season 2 is produced between July 1, 2021 and June 30, 2022.~~

The pilot was produced under the terms of the 2017 Basic Agreement, and those terms would remain applicable. Season 1 would be grandfathered, and would be subject to Sideletter No. 35 of the 2017 Basic Agreement, except that the minimum salary rates and fringe rates would be as set forth in the 2020 Basic Agreement. Season 2 would not be grandfathered, and would be subject to Sideletter No. 35 of the 2020 Basic Agreement.

d. (1) The minimum salary shall be as follows for a Director employed on a grandfathered High Budget SVOD Program under Section D.1.b*a*, that is intended for initial exhibition on a subscription consumer pay platform with 15 million or more subscribers in the United States and Canada:

Program Length	Budget Tier	7/1/20	7/1/21	7/1/22[†]	Guaranteed Days (Shooting/ Prep)
20-35 minutes	(1) \$2,100,000 or more	\$ 29,446	\$ 30,182	\$ 31,087	7 (4/3)
	(2) \$1,300,000 or more but less than \$2,100,000	\$ 16,046	\$ 16,447	\$ 16,940	7 (4/3)
36-65 minutes	(1) \$3,800,000 or more	\$ 50,005	\$ 51,255	\$ 52,793	15 (8/7)
	(2) \$2,500,000 or more but less than \$3,800,000	\$ 32,093	\$ 32,895	\$ 33,882	14 (7/7)
66-95 minutes	(1) \$4,000,000 or more	\$ 83,342	\$ 85,426	\$ 87,989	25 (13/12)
	(2) \$3,000,000 or more but less than \$4,000,000	\$ 38,161	\$ 39,115	\$ 40,288	18 (9/9)
96 minutes or more	(1) \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more	\$140,008	\$143,508	\$147,813	42 (27/15)
	(2) \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)	\$ 91,193	\$ 93,473	\$ 96,277	42 (27/15)

(2) — The minimum salary shall be as follows for a Director employed on a grandfathered High Budget SVOD Program under Section D.l.b. that is intended for initial exhibition on a subscription consumer pay platform with fewer than 15 million subscribers in the United States and Canada:

Program Length	Budget Tier	7/1/20	7/1/21	7/1/22[†]	Guaranteed Days (Shooting/ Prep)
20-35 minutes	(1) \$2,100,000 or more	\$18,732	\$19,200	\$19,776	7 (4/3)
	(2) \$1,300,000 or more but less than \$2,100,000	\$16,046	\$16,447	\$16,940	7 (4/3)

[†] See text of footnote 3 on page 39.

[†] See text of footnote 3 on page 39.

36-65 minutes	(1) \$3,800,000 or more	\$37,464	\$38,401	\$39,553	14 (7/7)
	(2) \$2,500,000 or more but less than \$3,800,000	\$32,093	\$32,895	\$33,882	14 (7/7)
66-95 minutes	(1) \$4,000,000 or more	\$38,161	\$39,115	\$40,288	18 (9/9)
	(2) \$3,000,000 or more but less than \$4,000,000	\$38,161	\$39,115	\$40,288	18 (9/9)
96 minutes or more	(1) \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more	\$91,193	\$93,473	\$96,277	42 (27/15)
	(2) \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)	\$91,193	\$93,473	\$96,277	42 (27/15)

e. — (1) — The minimum salary shall be as follows for a Director employed on a grandfathered High Budget SVOD Program under Section D.1.c. that is intended for initial exhibition on a subscription consumer pay platform with 20 million or more subscribers in the United States and Canada:

Program Length	Budget Tier	7/1/20	7/1/21	7/1/22	Guaranteed Days (Shooting/ Prep)
20-35 minutes	(1) \$2,100,000 or more	\$ 28,452	\$ 29,163	\$ 29,892	7 (4/3)
	(2) \$1,300,000 or more but less than \$2,100,000	\$ 16,046	\$ 16,447	\$ 16,940	7 (4/3)
36-65 minutes	(1) \$3,800,000 or more	\$ 48,318	\$ 49,526	\$ 50,764	15 (8/7)
	(2) \$2,500,000 or more but less than \$3,800,000	\$ 32,093	\$ 32,895	\$ 33,882	14 (7/7)
66-95 minutes	(1) \$4,000,000 or more	\$ 80,532	\$ 82,545	\$ 84,609	25 (13/12)
	(2) \$3,000,000 or more but less than \$4,000,000	\$ 38,161	\$ 39,115	\$ 40,288	18 (9/9)

96 minutes or more	(1) \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more	\$135,287	\$138,669	\$142,136	42 (27/15)
	(2) \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)	\$ 91,193	\$ 93,473	\$ 96,277	42 (27/15)

(2) — The minimum salary shall be as follows for a Director employed on a grandfathered High Budget SVOD Program under Section D.1.e. that is intended for initial exhibition on a subscription consumer pay platform with fewer than 20 million subscribers in the United States and Canada:

Program Length	Budget Tier	7/1/20	7/1/21	7/1/22 [†]	Guaranteed Days (Shooting/ Prep)
20-35 minutes	(1) \$2,100,000 or more	\$18,732	\$19,200	\$19,776	7 (4/3)
	(2) \$1,300,000 or more but less than \$2,100,000	\$16,046	\$16,447	\$16,940	7 (4/3)
36-65 minutes	(1) \$3,800,000 or more	\$37,464	\$38,401	\$39,553	14 (7/7)
	(2) \$2,500,000 or more but less than \$3,800,000	\$32,093	\$32,895	\$33,882	14 (7/7)
66-95 minutes	(1) \$4,000,000 or more	\$38,161	\$39,115	\$40,288	18 (9/9)
	(2) \$3,000,000 or more but less than \$4,000,000	\$38,161	\$39,115	\$40,288	18 (9/9)
96 minutes	(1) \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more	\$91,193	\$93,473	\$96,277	42 (27/15)

[†] See text of footnote 3 on page 39.

or more	(2) \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)	\$91,193	\$93,473	\$96,277	42 (27/15)
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2. Minimum Compensation.⁵

a. Directors.

(1) The minimum salary for a Director employed on a High Budget SVOD Program intended for initial exhibition on a subscription consumer pay platform with 20 million or more subscribers in the United States and Canada shall be as follows [rates in the table below shall be the rates in the 2020 Basic Agreement, increased as per Item 2.a.ii. of this MOA]:

Program Length	Budget Tier	<u>7/1/20</u> <u>7/1/23</u>	<u>7/1/21</u> <u>7/1/24</u>	<u>7/1/22</u> <u>7/1/25</u>	Guaranteed Days (Shooting/ Prep)
20-35 minutes	(1) \$2,100,000 or more	\$ TBD	\$ TBD [±]	\$ TBD [±]	7 (4/3)
	(2) \$1,000,000 or more (\$1,030,000 or more effective July 1, 2022) but less than \$2,100,000	\$ TBD	\$ TBD	\$ TBD	7 (4/3)
36-65 minutes	(1) \$3,800,000 or more [*]	\$ TBD	\$ TBD ^{±±}	\$ TBD ^{±±}	15 (8/7)

⁵ For purposes of determining the applicable compensation and other terms and conditions under Sections D.2. and D.3. of the 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 is between 20 and 35 minutes, 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.) The parties further confirm that this applies to High Budget SVOD Programs produced under Sideletter No. 35 to the 2014 and 2017 DGA Basic Agreements.

	(2) \$1,700,000 or more (\$1,750,000 or more effective July 1, 2022) but less than \$3,800,000	\$ TBD	\$ TBD	\$ TBD	14 (7/7)
66-95 minutes	(1) \$4,000,000 or more	\$ TBD	\$ TBD	\$ TBD	25 (13/12)
	(2) \$3,000,000 or more but less than \$4,000,000	\$ TBD	\$ TBD	\$ TBD	18 (9/9)
96 minutes or more	(1) \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more	\$TBD	\$TBD	\$TBD	42 (27/15)
	(2) \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)	\$TBD	\$TBD	\$TBD	42 (27/15)

* The minimum salary for a Director employed on an episode of a 36-65 minute High Budget SVOD series or part of a 36-65 minute High Budget SVOD multi-part, closed-end series made for a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada that commences principal photography on or after July 1, 2024 shall be \$54,144 [to be increased as per Item 2.a.ii. of this MOA], which includes 16 guaranteed days (9 shooting/7 prep).

* Pursuant to Paragraph 7-505(d)(2), a Director is entitled to payment for one (1) additional day at the daily *pro rata* salary within ten (10) business days after timely submission of a subsequent cut during the period of the Producer's cut on a season of a 20-35 minute High Budget SVOD series: (1) for which principal photography of the first episode of the season commences on or after July 1, 2024; (2) that is made for a subscription consumer pay platform with 20 million or more subscribers in the United States and Canada; and (3) is budgeted at \$5,000,000 or more per episode.

†† Pursuant to Paragraph 7-505(d)(2), a Director is entitled to payment for two (2) additional days at the daily *pro rata* salary within ten (10) business days after timely submission of a subsequent cut during the period of the Producer's cut on a season of a 36-65 minute High Budget SVOD series: (1) for which principal photography of the first episode of the season commences on or after July 1, 2024; (2) that is made for a subscription consumer pay platform with 20 million or more subscribers in the United States and Canada; and (3) is budgeted at \$7,000,000 or more per episode.

(2) The minimum salary for a Director employed on a High Budget SVOD Program intended for initial exhibition on a subscription consumer pay platform with fewer than 20 million subscribers in the United States and Canada shall be as follows [*rates in the table below shall be the rates in the 2020 Basic Agreement, increased as per Item 2.a.ii. of this MOA*]:

Program Length	Budget Tier	7/1/20 7/1/23	7/1/21 7/1/24	7/1/22 7/1/25	Guaranteed Days (Shooting/ Prep)
20-35 minutes	(1) \$2,100,000 or more	\$TBD	\$TBD	\$TBD	7 (4/3)
	(2) \$1,000,000 or more (\$1,030,000 or more effective July 1, 2022) but less than \$2,100,000	\$TBD	\$TBD	\$TBD	7 (4/3)
36-65 minutes	(1) \$3,800,000 or more	\$TBD	\$TBD	\$TBD	14 (7/7)
	(2) \$1,700,000 or more (\$1,750,000 or more effective July 1, 2022) but less than \$3,800,000	\$TBD	\$TBD	\$TBD	14 (7/7)
66-95 minutes	(1) \$4,000,000 or more	\$TBD	\$TBD	\$TBD	18 (9/9)
	(2) \$3,000,000 or more but less than \$4,000,000	\$TBD	\$TBD	\$TBD	18 (9/9)
96 minutes or more	(1) \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more	\$TBD	\$TBD	\$TBD	42 (27/15)
	(2) \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)	\$TBD	\$TBD	\$TBD	42 (27/15)

b. Other Employees.

Compensation for Employees employed on a High Budget SVOD Program other than the Director shall be at the rates applicable to programs made for basic cable.⁶ For purposes of determining applicable minimum compensation for such Employees, 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 in length shall be treated as a 60-minute program; a High Budget SVOD Program between 66 and 95 minutes in length 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.

3. Other Terms and Conditions.

Except as otherwise provided herein, the terms and conditions applicable to High Budget SVOD Programs in Budget Tier 1 intended for initial exhibition on a subscription consumer pay platform with 20 million or more subscribers in the United States and Canada shall be those applicable to programs made for network prime time, and the terms and conditions applicable to all other High Budget SVOD Programs shall be those applicable to programs made for basic cable, subject to the following clarifications and modifications:

a. For purposes of the provisions applicable to programs made for basic cable, 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 in length shall be treated as a 60-minute program; a High Budget SVOD Program between 66 and 95 minutes in length 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.

b. Paragraph 7-304 of the BA shall not apply to any High Budget SVOD Program in Budget Tier (2).

c. Paragraph 10-103 shall apply to High Budget SVOD pilots, de facto pilots, spinoffs, presentations and the first produced High Budget SVOD Program of an open-ended series without a pilot. The rates in Paragraph 10-103 applicable to pilots or spinoff episodes for network prime time shall apply to High Budget SVOD pilots or spinoff episodes in Budget Tier 1 intended for initial exhibition on a subscription consumer pay platform with 20 million or more domestic subscribers. The rates in Paragraph 10-103 applicable to pilots or spinoff episodes for non-network or network other than prime time shall apply to High Budget SVOD pilots or spinoff episodes in Budget Tier 2 that are intended for initial exhibition on a subscription consumer pay platform with 20 million or more domestic subscribers, as well as High Budget SVOD pilots or

⁶ For purposes of applying Sideletter No. 21 re Special Conditions for Pilots and New One Hour and New Single Camera Half-Hour Series to High Budget SVOD Programs in the first year of the ~~2020~~2023 Basic Agreement, the phrase "the applicable rates and production fees shall be those in effect a year previously" means the rates and production fees applicable to programs made for basic cable in effect on July 1, ~~2019~~2022.

spinoffs intended for initial exhibition on a subscription consumer pay platform with fewer than 20 million domestic subscribers.

d. In recognition that programs made for New Media may involve a new and evolving form of production and may not be subject to the same production model and delivery requirements as apply to traditional television motion pictures, thereby rendering possible the use of alternative preparation, shooting and post-production methods and schedules, the DGA 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.

e. The Employer shall advise the DGA of the employment of any Employee by forwarding to the DGA a copy of a deal memorandum, signed by both the Employer and the Employee, which shall set forth at least the information required by Exhibits C-2 and C-4 of the ~~2020~~2023 Basic Agreement no later than the start of principal photography.

f. With respect to a High Budget SVOD Program (other than a pilot, episode of a series or part of a multi-part, closed-end series) that commences principal photography on or after [the first Sunday that is 90 days after the AMPTP's receipt of notice of ratification] and is 96 minutes or more in length and budgeted at \$22,500,000 or more, Paragraph 7-505(b)(8) of the BA is modified to provide that the Director's Cut shall be accomplished within ten (10) weeks.

4. Feature-Length High Budget SVOD Program Budgeted at \$30 Million or More on Subscription Consumer Pay Platform with 20 Million or More Domestic Subscribers.

The Guild shall have the right to negotiate with the Employer over terms and conditions, including residuals, for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$30 million or more and made for a subscription consumer pay platform with 20 million or more domestic subscribers, in accordance with the following procedure:

a. Employer shall notify the Guild of its intention to produce a High Budget SVOD Program 85 minutes or longer with a budget of \$30 million or more that is made for a subscription pay platform with 20 million or more domestic subscribers at least thirty (30) days prior to commencement of production.

b. The Guild may, at any time, notify the Employer that it wishes to bargain concerning different rates and other conditions of employment, including residuals, to be applicable to such High Budget SVOD Program. The parties agree to commence such negotiations within fifteen (15) days of receipt of such notice.

c. If no agreement is reached within fifteen (15) days after bargaining has commenced, the Guild may, upon written notice to Employer, instruct its members to refuse to render services with respect to such High Budget SVOD Program. If no agreement is reached, Employer shall not be bound by this Basic Agreement with respect to that Program.

d. If an Employer fails to provide timely notice of its intention to produce such a High Budget SVOD Program as provided herein, then subparagraph c. above shall not apply and the Guild may, not earlier than twenty-four (24) hours after written notice to the Employer, instruct its members to refuse to render services with respect to such High Budget SVOD Program.

* * *

E.F. Reuse of Productions Made for New Media.

* * *

3. High Budget SVOD Programs.

The provisions below apply to the reuse of High Budget SVOD Programs subject to the ~~2020~~2023 Basic Agreement, as defined in Section D.1. above and not grandfathered as provided in Section D.1 ~~a. through e.~~ above.

a. What Initial Compensation Covers.

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

b. Subsequent Use on the Domestic Subscription Consumer Pay Platform on Which the High Budget SVOD Program Was Initially Exhibited.

For use on the subscription 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 Employer shall pay residuals calculated by multiplying the applicable residual base set forth in subparagraph (1) below by the applicable percentage for the period of use set forth in subparagraph (2) below and by the subscriber factor set forth in subparagraph (3) below.

(1) Base for High Budget SVOD Program Residual.

(a) The following residual base is applicable ~~at the start of principal photography of a~~ to any one-time High Budget SVOD Program or an episode of a High Budget SVOD series that commences principal photography on or after July 1, 2023 and shall apply in perpetuity to that program or episode:

Length	Effective 7/1/20	Effective 7/1/21 7/1/23
20-35 minutes	\$14,961	\$16,083 <u>\$16,485</u>
36-65 minutes	28,177	30,290 <u>31,047</u>
66-95 minutes*	42,256	45,245 <u>46,561</u>
96 minutes or more*	55,809	59,995 <u>61,495</u>

* See subparagraph (b) below for base applicable to High Budget SVOD Program that is 85 minutes or longer with a budget of \$13 million or more on a subscription consumer pay platform with 20 million or more domestic subscribers.

(b) The residual base for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$13 million or more but less than \$30 million and made for a subscription consumer pay platform with 20 million or more domestic subscribers shall be ~~\$67,002 (\$68,676 effective July 1, 2021 and \$70,736*~~ *[subject to general wage increases in each year of the Agreement]* ~~effective July 1, 2022~~), which amount equals twenty-five percent (25%) of the theatrical minimum set forth in Paragraph 3-101 of this Agreement. The residual base for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$13 million or more and made for a subscription consumer pay platform with fewer than 20 million domestic subscribers shall be as provided in the chart above in this subparagraph 3.b.(1)(a) of Section ~~E.F.~~

As provided in Section D.4. above, the Guild shall have the right to negotiate with Employer over terms and conditions, including residuals, for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$30 million or more and made for a subscription consumer pay platform with 20 million or more domestic subscribers.

(2) Percentage of Above Base Rate Payable for Residuals.

Exhibition Year*	Percentage of Applicable High Budget SVOD Program Residual Base
Year 1*	45.0%
Year 2	40.0%
Year 3	35.0%
Year 4	25.0%
Year 5	20.0%
Year 6	15.0%
Year 7	10.0%
Year 8	8.0% <u>10.0%</u>

Year 9	5.0% 10.0%
Year 10	4.5% 5.0%
Year 11	3.0% 5.0%
Year 12	2.5% 5.0%
Each Year thereafter	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 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 consumer pay platform following the conclusion of the prior one-year use period.

(3) Subscriber Factor

(a) 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	40.0%
3	Over 5 million but fewer than 20 million	65.0%
4	20 million to 45 million	100.0%
5	Over 45 million	150.0%

* 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.

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

<u>Subscriber Tier</u>	<u>Domestic Subscribers</u>	<u>Subscriber Factor</u>
<u>3</u>	<u>Fewer than 20 million</u>	<u>65.0%</u>
<u>4</u>	<u>20 million to 45 million</u>	<u>100.0%</u>
<u>5</u>	<u>Over 45 million</u>	<u>150.0%</u>

(4) Allocation of High Budget SVOD Program Residuals.

The residual payments provided in subparagraphs E.F.3.b. above and c. and d. below are to be allocated as follows: five-sixths (5/6) of such amount is to be paid to the Director and a *pro rata* share of one-sixth (1/6) of such amount is to be paid to the Unit Production Manager, First Assistant Director and Key Second Assistant Director employed on the High Budget SVOD Program (such portion of such one-sixth (1/6) *pro rata* share to be based upon their respective minimum wage rate hereunder).

(5) 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.

c. Use on a Foreign Subscription Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Consumer Pay Platform.^{7, 8}

(1) Foreign Subscription Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Consumer Pay Platform with Over 45 Million Subscribers.

(a) When an Employer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription consumer pay platform with over 45 million subscribers and also licenses SVOD rights for use on its related or affiliated foreign subscription consumer pay platform(s), the Employer 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 consumer pay platform) ~~that is thirty-five percent (35%) of the domestic residual set forth in Section E.3.b. above.~~ calculated by multiplying the applicable residual base set forth in subparagraph F.3.b.(1) above by the applicable percentage for the period of use set forth in subparagraph F.3.b.(2) above by the foreign subscriber factor set forth below.

⁷ Residuals shall also be payable under this provision when the Employer 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.

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

Payment of the additional fixed residual above shall cover worldwide use of the High Budget SVOD Program on all foreign subscription consumer pay platforms for the applicable Exhibition Year.

(b) However, when the Employer's license includes the SVOD rights for use on the related or affiliated foreign subscription consumer pay platform(s) of such domestic subscription consumer pay platform only 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),⁹ then gross receipts-based residuals for such foreign SVOD licensing shall be paid pursuant to subparagraph (2)(b) below in lieu of the foreign fixed residual in subparagraph (1)(a) above. In that case, the Employer 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 1.2% of such allocated amount.^{10, 11} If the Guild 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.

- (2) Foreign Subscription Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Consumer Pay Platform with 45 Million or Fewer Subscribers.

⁹ The parties shall meet promptly to discuss how to measure the fifteen percent (15%) valuation set forth in this subparagraph (2)(b).

¹⁰ If the Employer 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 Employer 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.

¹¹ At the DGA's request, the Employer must make an unredacted license agreement available for inspection at the Employer's office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

(a) When an Employer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription 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 Employer 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 consumer pay platform) ~~that is an additional percentage of the domestic residual set forth in Section E.3.b. above according to the schedule as set forth in subparagraph c.(1)(a) above.~~

(b) When an Employer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription 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 consumer pay platform(s), the Employer shall make a residual payment equal to 1.2% of "Employer's gross" as defined in Section 5 of Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media. For purposes of this provision, when the license includes both the right to exhibit a High Budget SVOD Program on a domestic subscription consumer pay platform and on its related or affiliated foreign consumer pay platform(s), the Employer 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 then make the residual payment provided herein of such allocated amount.^{12, 13} If the Guild 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.

- d. Use on a Subscription Consumer Pay Platform Other Than the Domestic Platform on Which the High Budget SVOD Program Was Initially Exhibited and its Related or Affiliated Foreign Platforms.

For exhibition of a High Budget SVOD Program on any subscription consumer pay platform other than the domestic subscription consumer pay platform on which the program was initially exhibited and its related or affiliated foreign subscription consumer pay platform(s), the Employer shall make a residual payment equal to 1.2% of the "Employer's gross"

¹² If the Employer 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 Employer 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.

¹³ At the DGA's request, the Employer must make an unredacted license agreement available for inspection at the Employer's office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

as defined in Section 5 of Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

e. Use on Other Consumer Pay Platforms (*i.e.*, Transactional VOD).

For exhibition of a High Budget SVOD Program on any consumer pay platform other than a subscription consumer pay platform (*i.e.*, for exhibition on a transactional consumer pay platform involving download-to-own or download-to-rent transactions), the Employer shall make a residual payment equal to 1.2% of the "Employer's gross" as defined in Section 5 of Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

f. Use on Advertiser-Supported Platforms.

(1) Except as provided in subparagraphs (2) and (3) below, for exhibition of a High Budget SVOD Program on any free-to-the-consumer advertiser-supported platform, the Employer shall make a residual payment equal to 2% of the "Employer's gross" as defined in Section 5 of Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

(2) Except as provided in subparagraph (3) below, for exhibition of a High Budget SVOD Program on any free-to-the-consumer advertiser-supported platform that is related to or affiliated with the SVOD platform for which the Program was originally made, the Employer shall make a residual payment pursuant to Paragraph 3.A.(4)(b) of Sideletter No. 15 of this Basic Agreement as if such High Budget SVOD Program were a television motion picture, except that:

(a) The twenty-six (26) consecutive week periods described in Paragraph 3.A.(4)(b)(i) of Sideletter No. 15 shall be measured from the date the High Budget SVOD Program is first made available on the SVOD platform.

Likewise, the one (1) year period described in Paragraph 3.A.(4)(b)(i) shall be measured from the date the High Budget SVOD Program is first made available on the related/affiliated SVOD platform.

(b) The residual base for calculating the fixed residual under Paragraph 3.A.(4)(b)(i) shall be the applicable "Base for High Budget SVOD Program Residual" under Paragraph E.3.b.(1) of Sideletter No. 35 to this Basic Agreement.

(c) The residual described in Paragraph 3.A.(4)(b)(ii) (*i.e.*, two percent (2%) of "Employer's gross") shall be payable if the High Budget SVOD Program is made available on the related/affiliated AVOD platform after the expiration of the one (1) year period following the date the High Budget SVOD Program is first made available on the related/affiliated SVOD platform.

(3) Notwithstanding subparagraphs (1) and (2) above, the Employer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series), without any additional payment, on free-to-the-consumer advertiser-supported platforms for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program.

g. Use in Traditional Media.

The Employer shall pay residuals for the use of a High Budget SVOD Program in "traditional media" (e.g., theatrical exhibition, free television, basic cable, pay television, home video) under existing BA formulas, including Paragraph 11-101(b)(6) concerning broadcast syndication sales of a High Budget SVOD Program under a license agreement entered into on or after July 1, 2020.

* * *

FG. Subscriber Count for High Budget SVOD Programs.

1. 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 Sections D. and ~~EF.3.~~ 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.

2. The parties shall agree upon a methodology to determine the ~~number of~~ domestic (and foreign, if applicable) subscribers tier(s) when the ~~whose~~ 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.

3. 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.

4. The following shall apply to a new subscription consumer pay platform that launches on or after July 1, ~~2020~~2023:

a. Such platform is encouraged to enter into good faith discussions with the Guild 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 Sideletter No. 35 of the ~~2020~~2023 Basic Agreement pertaining to High Budget SVOD Programs.

b. 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

launch). Thereafter, the number of domestic (and foreign, if applicable) subscribers shall be determined as of July 1st of each year of the Agreement as provided in subparagraph FG.1. above.

c. Absent any agreement to the contrary between the new subscription consumer pay platform and the Guild:

(1) 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.

(2) 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.

ATTACHMENT #1
2023 DGA BASIC AGREEMENT AUTHORIZATION LIST

12:05 AM Productions, LLC	Breakout Kings Productions LLC
20th Century Studios, Inc.	Brightstar TFCF Productions LLC
40 North Productions, LLC	BTW Productions, Inc.
300 Pictures, Inc.	Bumper Productions LLC
1440 Productions LLC	
4423 Productions LLC	
	Calcutta Productions LLC
A Little Bit Fuzzy Productions, LLC	Califon Productions, Inc.
ABC Signature, LLC	Camdrew Productions LLC
ABC Studios New York, LLC	Canada Premiere Pictures Inc.
Abominable Pictures, Inc.	Cantina Productions LLC
Acacia Productions, Inc.	Carbonado Industries (US) Inc.
Academy of Motion Picture Arts and Sciences	Carnival Row Productions, LLC
Aces (US) Inc.	CBS Studios Inc.
Acid Pop Productions LLC	Changeup Productions LLC
Acid Zoo Productions, LLC	Charlestown Productions LLC
Adobe Pictures, Inc.	Chime Productions, LLC
Alameda Productions, LLC dba Legendary	Classic Films Inc.
Alameda Productions, LLC	Colony Way Productions, Inc.
Alcon Entertainment, LLC	Columbia Pictures Industries, Inc.
Alive and Kicking, Inc.	Country Music Association, Inc.
Amazon Studios LLC	CPT Holdings, Inc.
Ambient Sounds Productions LLC	Crown City Pictures Inc.
Anonymous Content, LLC	Culture Crew Productions, LLC
Apple Studios LLC	
Apple Studios Louisiana LLC	Delightful Productions, LLC
Ashland Productions, Inc.	Delta Blues Productions LLC
Atlantic 2.1 Entertainment Group, Inc.	dick clark productions, llc
Auckland Productions, Inc.	Different Lens Productions, LLC
Avoca Productions, Inc.	Direct Court Productions, Inc.
	Direct Productions, LLC
B-Cam Productions LLC	DW Dramatic Television, L.L.C.
Backlight Productions LLC	DW SKG TV L.L.C.
Bad Egg Productions LLC	DW Studios Productions L.L.C.
Barking Lion Productions (US) Inc.	Dyminium Productions, LLC
Base Light Productions LLC	
Bell-Phillip Television Productions, Inc.	E&E Industries (US) Inc.
Blind Faith Productions LLC	Earlham Productions, Inc.
Blue Stockings (US) Inc.	ELP Communications
Bonanza Productions Inc.	Entrada Productions, Inc.
Brad Lachman Productions, Inc.	Evolutionary Pictures, LLC
	Expanding Universe Productions, LLC
	Extremely Dangerous Productions LLC

Eye Productions Inc.

Film 49 Productions, Inc.
Focus Features Productions LLC
Foodles Productions (US) Inc.
For All Time Productions LLC
Fox Film Worldwide Services, Inc.
Fox Square Productions, Inc.
Frequent Productions LLC

Garden Films Productions, LLC
GC Films, Inc.
Gemini 3 Productions
Ghost Truck 6 (US) Inc.
Goodfeathers Pictures, Inc.
Goosebumps Productions, LLC
Grass-Fed Productions LLC
Green Juice Productions, LLC
GWave Productions, LLC

Hazardous Productions, LLC
Hi'ilawe Productions, Inc.
Hop, Skip & Jump Productions, LLC
Horizon Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
House of Green Productions, LLC
Huckleberry Industries (US) Inc.
Hydronaut Productions, LLC

Inclined Productions, Inc.
Infinity Productions III LLC
Interpol Pictures, LLC
Ionic Productions LLC
It's A Laugh Productions, Inc.

Jay Squared Productions LLC
Just Rewards Productions, Inc.

Kapital Productions, LLC
Keep Calm and Carry On Productions, LLC
Ken Ehrlich Productions, Inc.
Kent Gordis Productions, Inc.
Kenwood TV Productions, Inc.
Keystone TV Productions LLC
Kick Ass Productions Limited

Kiki Tree Pictures Inc.

Lakefront Productions, Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Lennox House Pictures Inc.
Leverage Productions, Inc.
LGDG Films Inc.
LGTV Productions, Inc.
Limbo Productions I LLC
Linear Productions LLC
Lions Gate Television Development, LLC
Living Proof Productions, LLC
Louisiana Premiere Productions LLC
Love Child Pictures, LLC
Lunak Heavy Industries (US) Inc.

Madison Productions, Inc.
Main Gate Productions LLC
Main Lot Productions LLC
Marv Bespoke Productions Limited
Marv Outfit Productions Limited
Marv Quinn Productions Limited
Marv Tailor Productions Limited
Marvel Eastern Productions LLC
Marvel Film Productions LLC
Marvel Picture Works LLC
Masquerade Night Productions LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Milk Street Productions, LLC
Minim Louisiana Productions, LLC
Minim Productions, Inc.
Montrose Productions, Inc.
Mullery, LLC
Mutiny Pictures Inc.

NATAS Productions, LLC
Netflix Productions, LLC
Netflix Studios, LLC
New Hire Productions LLC
New Line Productions, Inc.
New Regency Productions, Inc.
Next Step Productions LLC
NG Channel Dove, LLC

Ninjutsu Pictures Inc.
NM Talent Inc.
North Center Productions, Inc.
NS Pictures, Inc.
NVTs Productions, LLC
NWF, Inc.

Oakhaven Productions LLC
Ocotillo Productions, Inc.
October Holdings, Inc.
Old Guard Productions LLC
Olive Avenue Productions LLC
Olive Productions, LLC
On the Brink Productions, Inc.
One Eighty Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Parallax TV Productions LLC
Paramount Pictures Corporation
Paramount Overseas Productions, Inc.
Passenger Productions, Inc.
Patch Bay Productions LLC
Perdido Productions, Inc.
Pet II Productions Inc.
PLT Productions (US) Inc.
Pool Mate Pictures, LLC
PP21 Productions LLC
ProdcO, Inc.
Produced Bayou, Inc.
Proximity Productions LLC
Pym Particles Productions III LLC

Quadra Productions, Inc.

Random Pictures Inc.
Red Zone Pictures, Inc.
Redemption Pictures, Inc.
Remote Broadcasting, Inc.
Richmond Street Productions LLC
River Road Entertainment Productions, LLC
Riverboat Productions, LLC
Riverside Olive Productions, Inc.

Rose City Pictures, Inc.
Royale Productions LLC
Rozar Pictures, LLC
Ruff Draft Productions, LLC
Rush Hour Productions, Inc.

S & K Pictures, Inc.
S8 Directors, LLC
Salty Pictures, Inc.
Sample Size, Inc.
San Vicente Productions, Inc.
Scope Productions, LLC
Screen Gems Productions, Inc.
Searching for the Light Pictures, LLC
Seven Heads Productions, LLC
Shadowstone Productions LLC
Singular Productions LLC
Skydance Pictures, LLC
Sleep Tight Productions, LLC
SLO Productions Inc.
Solve Everything Productions LLC
Somma Productions, Inc.
Space Bear Industries (US) Inc.
Sprout House Productions, LLC
St. Giles LLC
Stage 6 Films, Inc.
Stage 29 Productions, LLC
Stalwart Productions LLC
Standoffish Productions LLC
Stannum 50 Labs (US) Inc.
Streamhouse Productions, LLC
Storyteller Production Co., LLC
Summer I, LLC
Summerdale Productions, LLC
Summit Productions, LLC
Superstar Productions USA Inc.

Tenth Planet Productions, Inc.
Theoretical Pictures, Inc.
This is Fine (US) Inc.
Thoreau LLC
Tibernia Productions, Inc.
Topanga Productions, Inc.
Trackdown Productions, Inc.
Triple Point Productions LLC
TriStar Television, Inc.

Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation

Universal City Studios LLC
Universal Content Productions LLC
Upside Down Productions Inc.

Valleycrest Productions LTD
Vertical Hold Productions LLC
Vinton Productions, Inc.

Walt Disney Pictures

Warbird Productions II LLC
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Waveform Productions LLC
White Cherry Entertainment, Inc.
wiip Productions, LLC
Woodridge Productions, Inc.

YANDR Productions, LLC
YNFS Productions LLC

**ATTACHMENT #2
2023 DGA FLTTA AUTHORIZATION LIST**

12:05 AM Productions, LLC	Bumper Productions LLC
20th Century Studios, Inc.	Calcutta Productions LLC
40 North Productions, LLC	Califon Productions, Inc.
1440 Productions LLC	Camdrew Productions LLC
4423 Productions LLC	Cantina Productions LLC
A Little Bit Fuzzy Productions, LLC	Carbonado Industries (US) Inc.
ABC Signature, LLC	Carnival Row Productions, LLC
ABC Studios New York, LLC	CBS Studios Inc.
Abominable Pictures, Inc.	Changeup Productions LLC
Acacia Productions, Inc.	Colony Way Productions, Inc.
Academy of Motion Picture Arts and Sciences	Columbia Pictures Industries, Inc.
Aces (US) Inc.	Country Music Association, Inc.
Acid Pop Productions LLC	CPT Holdings, Inc.
Acid Zoo Productions, LLC	Culture Crew Productions, LLC
Alameda Productions, LLC dba Legendary Alameda Productions, LLC	Delightful Productions, LLC
Alcon Entertainment, LLC	Delta Blues Productions LLC
Alive and Kicking, Inc.	dick clark productions, llc
Amazon Studios LLC	Different Lens Productions, LLC
Ambient Sounds Productions LLC	Direct Court Productions, Inc.
Anonymous Content, LLC	Direct Productions, LLC
Apple Studios LLC	DW Dramatic Television, L.L.C.
Apple Studios Louisiana LLC	DW SKG TV L.L.C.
Ashland Productions, Inc.	DW Studios Productions L.L.C.
Atlantic 2.1 Entertainment Group, Inc.	Dyminium Productions, LLC
Auckland Productions, Inc.	E&E Industries (US) Inc.
Avoca Productions, Inc.	Earlham Productions, Inc.
B-Cam Productions LLC	ELP Communications
Backlight Productions LLC	Entrada Productions, Inc.
Bad Egg Productions LLC	Evolutionary Pictures, LLC
Barking Lion Productions (US) Inc.	Extremely Dangerous Productions LLC
Base Light Productions LLC	Eye Productions Inc.
Bell-Phillip Television Productions, Inc.	Film 49 Productions, Inc.
Blind Faith Productions LLC	Focus Features Productions LLC
Blue Stockings (US) Inc.	Foodles Productions (US) Inc.
Bonanza Productions Inc.	For All Time Productions LLC
Brad Lachman Productions, Inc.	Fox Film Worldwide Services, Inc.
Breakout Kings Productions LLC	Fox Square Productions, Inc.
Brightstar TFCF Productions LLC	Frequent Productions LLC
BTW Productions, Inc.	

GC Films, Inc.
Gemini 3 Productions
Ghost Truck 6 (US) Inc.
Grass-Fed Productions LLC
Green Juice Productions, LLC
GWave Productions, LLC

Hop, Skip & Jump Productions, LLC
Horizon Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
House of Green Productions, LLC
Huckleberry Industries (US) Inc.
Hydronaut Productions, LLC

Inclined Productions, Inc.
Infinity Productions III LLC
Interpol Pictures, LLC
Ionic Productions LLC
It's A Laugh Productions, Inc.

Jay Squared Productions LLC
Just Rewards Productions, Inc.

Kapital Productions, LLC
Keep Calm and Carry On Productions, LLC
Ken Ehrlich Productions, Inc.
Kent Gordis Productions, Inc.
Kenwood TV Productions, Inc.
Keystone TV Productions LLC
Kick Ass Productions Limited

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Leverage Productions, Inc.
LGDG Films Inc.
LGTV Productions, Inc.
Limbo Productions I LLC
Linear Productions LLC
Lions Gate Television Development, LLC
Living Proof Productions, LLC
Love Child Pictures, LLC
Lunak Heavy Industries (US) Inc.

Madison Productions, Inc.
Main Gate Productions LLC

Main Lot Productions LLC
Marv Bespoke Productions Limited
Marv Outfit Productions Limited
Marv Quinn Productions Limited
Marv Tailor Productions Limited
Marvel Eastern Productions LLC
Marvel Film Productions LLC
Marvel Picture Works LLC
Masquerade Night Productions LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Milk Street Productions, LLC
Minim Productions, Inc.
Minim Louisiana Productions, LLC
Montrose Productions, Inc.
Mullery, LLC

NATAS Productions, LLC
Netflix Productions, LLC
Netflix Studios, LLC
New Hire Productions LLC
New Regency Productions, Inc.
NG Channel Dove, LLC
NM Talent Inc.
North Center Productions, Inc.
NS Pictures, Inc.
NVTs Productions, LLC
NWF, Inc.

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Ocotillo Productions, Inc.
October Holdings, Inc.
Old Guard Productions LLC
Olive Avenue Productions LLC
Olive Productions, LLC
On the Brink Productions, Inc.
One Eighty Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC

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Palladin Productions LLC
Parallax TV Productions LLC
Paramount Pictures Corporation

Paramount Overseas Productions, Inc.
Patch Bay Productions LLC
Perdido Productions, Inc.
Pet II Productions Inc.
PLT Productions (US) Inc.
Pool Mate Pictures, LLC
PP21 Productions LLC
Prodco, Inc.
Produced Bayou, Inc.
Proximity Productions LLC
Pym Particles Productions III LLC

Quadra Productions, Inc.

Remote Broadcasting, Inc.
Richmond Street Productions LLC
Riverside Olive Productions, Inc.
Royale Productions LLC
Ruff Draft Productions, LLC
Rush Hour Productions, Inc.

Salty Pictures, Inc.
San Vicente Productions, Inc.
Searching for the Light Pictures, LLC
Shadowstone Productions LLC
Singular Productions LLC
Skydance Pictures, LLC
Sleep Tight Productions, LLC
Solve Everything Productions LLC
Somma Productions, Inc.
Space Bear Industries (US) Inc.
Sprout House Productions, LLC
Stage 29 Productions, LLC
Standoffish Productions LLC
Stannum 50 Labs (US) Inc.

Storyteller Production Co., LLC
Streamhouse Productions, LLC
Summer 1, LLC
Summerdale Productions, LLC
Summit Productions, LLC
Superstar Productions USA Inc.

Tenth Planet Productions, Inc.
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Triple Point Productions LLC
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Universal City Studios LLC
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Vertical Hold Productions LLC
Vinton Productions, Inc.

Walt Disney Pictures
Warbird Productions II LLC
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Waveform Productions LLC
White Cherry Entertainment, Inc.
wiip Productions, LLC
Woodridge Productions, Inc.

YANDR Productions, LLC
YNFS Productions LLC