



2025 SAG-AFTRA COMMERCIALS CONTRACT MEMORANDUM OF AGREEMENT

Memorandum of Agreement (“MOA”) made by and between SAG-AFTRA (“SAG-AFTRA” or the “Union”) and The Joint Policy Committee, LLC (the “JPC”) on this 8th day of May, 2025. This MOA sets forth the agreed upon revisions to the 2016 SAG-AFTRA Commercials Contract, as amended by the 2019 MOA and 2022 MOA, based upon the agreements exchanged by the JPC and the Union on April 11, 2025. Except as otherwise set forth herein, the terms and conditions set forth in the 2016 SAG-AFTRA Commercials Contract, as amended by the 2019 MOA and 2022 MOA, remain unchanged.

1. Revise Introductory paragraph as follows:

CONTRACT made by and between SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, a ~~California~~ Delaware non-profit stock corporation, herein called the “UNION” and THE JOINT POLICY COMMITTEE, LLC, a New York limited liability company, herein called the “JPC,” acting on behalf of advertisers and advertising agencies who have authorized the JPC to act on their behalf, a list of which has been filed with the Union and is by this reference included as a part of this Contract, and others including advertisers and advertising agencies (as those terms are commonly understood in the industry) who sign this Contract or Letters of Adherence hereto, hereinafter individually referred to as “Producer”, as that term is defined in Sections 1.1.c and 58.C.

2. Amend Section 1(C) – Employment by a Producer as follows:

In order for a performer to be “employed by a Producer” as required by Paragraphs A and B above, the performer must be employed by a *bona fide* producer of commercials covered by the Contract, such as an advertiser or advertising agency (as those terms are commonly understood in the industry). The Union reserves the right to reject or revoke the signatory status of any company if that company is not a *bona fide* producer of commercials, such as an advertiser or advertising agency.

3. Amend Section 2 – Effective Date and Term to reflect the new term of the Contract as follows:

This Contract shall be for a three (3) year term commencing on April 1, ~~2022~~ 2025 and continuing to and including March 31, ~~2025~~ 2028, and shall continue in effect thereafter until terminated by either party by 60 days’ notice, in writing, to the other.

4. Amend Section 8.B. – Non-Professional Testimonial Waiver as follows, with the underlined revisions to sunset March 31, 2028 unless otherwise bargained, and create a new field titled “Description of Testimonial”:

1. Stet

2. Stet

3. Stet

4. The person has not been paid to render services as a principal performer in a commercial, a play, a television program, a theatrical motion picture, or an entertainment program made for Internet or New Media. **Provided, however, that Producer’s payment to an endorser (including individuals who have a relationship with the endorser) to provide for consideration in signing the declaration or otherwise comply with state employment laws shall not preclude Producer from using endorser (including individuals who have a relationship with the endorser) for one additional commercial.** The person shall sign a declaration in the form attached as Exhibit A, a copy of which shall be provided to the Union within sixty (60) days of the first airing of the commercial;

5. Stet

6. The person’s appearance in the commercial consists of ~~him or her~~ **them** describing their experiences and/or opinions of the product, service or advertiser being advertised, **consistent with legal and regulatory requirements for testimonials.** ~~Any experiences and/or opinions must be independently verifiable and typical of those of a reasonable consumer in a similar situation would experience.~~ The person may not deliver slogans or taglines;

7. Stet

8. Stet

9. Stet

5. Amend Section 17.A – Restrictions on Use of Commercials; Additional Services, as modified by the 2019 and 2022 MOAs as follows:

In addition to the foregoing, with respect to social media and YouTube:

~~1. — Social Media:~~ If a commercial appears on a social media site **or YouTube** after the expiration of the MPU but is not relevant to any current campaign, **does not include any paid exhibition,** and remains in the feed tied to its original posting date, no further payment shall be required **beyond the original use payment**

provided that Producer complies with the Union's request or Performer's request, if made, to remove the commercial from the social media site and/or YouTube.

~~2. — YouTube: Provided that the below conditions are met and with the understanding that the following is a minimum term that individual performers may bargain over and above, as with every other minimum term of the Contract, liability for the exhibition of a commercial on an advertiser's and/or agency's YouTube channel(s) in violation of Section 17 after the expiration of the MPU (an "Unauthorized Use") shall be fixed at double scale calculated based on the duration of the Unauthorized Use, but to not exceed two (2) years, applying the Traditional Digital rate then in effect;~~

6. Amend Section 17.D. – Restrictions on Use of Commercials; Additional Services as follows:

D. No service of the principal performer is contracted for except as specified in this Contract. This subsection is not intended to prevent a principal performer from contracting for services of a kind not covered by this Contract by individual contract at such rates of pay and under such conditions as Producer and the principal performer shall agree, subject only to the requirement that it shall not be in conflict with this collective bargaining agreement. Producer shall not require a principal performer to include such services as a part of their employment under this Contract but must bargain separately for such services, including, but not limited to, translation, interpreting, and consulting (e.g., with respect to disabilities in connection with the Americans with Disabilities Act of 1990), if requested by Producer and agreed to by the principal performer.

7. Amend Section 18 – Public Service Announcement/Government Agency Messages to amend paragraph 4 as follows:

In seeking a waiver under this Section, Producer shall obtain the consent of the Union before seeking the consent of the principal performer. Provided that a principal performer consents in writing to the waiver of additional compensation beyond the minimum fees due under Section 20, Minimum Compensation, the Union will grant the right to unlimited use, including all media covered by this Contract, of the message for one year beginning not later than 15 working days after the first delivery of the public service announcement to television stations or 13 weeks after commencement of the maximum use period, whichever first occurs. All media time must be donated. Should the public service announcement or government agency message be utilized on purchased time, the waiver of additional compensation for the use of such messages will be revoked and full use and reuse fees must be paid to the performer(s) in accordance with the applicable provisions of the Contract beginning with the first use on purchased media time, subject to Section 30, Maximum Period of Use of Commercials. The Ad Council and the

Partnership to End Addiction shall or shall cause their agency or vendor to, simultaneously provide the Union copies of all notices to stations, networks, providers, etc. alerting them that the allowed period of use is to expire. Copies shall be sent to commercialreporting@sagaftra.org.

8. Amend Section 18 – Public Service Announcement/Government Agency Messages to amend paragraph 6 as follows:

In the event that an Ad Council public service announcement is used after the expiration of its MPU, the performer or the Union shall notify the Ad Council of the unauthorized use. Upon delivery by the Ad Council to the Union of: (i) evidence of the communication to stations of the expiration date of the PSA; (ii) evidence of the sending of a take-down notice to the station(s); and (iii) ~~an assignment by the copyright holder of its cause of action for copyright infringement~~ **the PSA Claim Agreement** as to the Union represented performers in the PSA, the Union and performer shall withdraw the claim.

9. Amend Section 19.B.2.(b)(i) and (ii) – Non-Air Commercials to increase off-camera solo/duo/group rates to be consistent with off-camera rate (50% of the standard off-camera session rate), as set forth below. These rates shall be reflected in the rate sheet to be attached to the Contract as Exhibit **XX**.

10. Amend Section 20 – Minimum Compensation Fees Per Commercial; Session Fees to reflect that within 60 days of ratification of the Contract, increase wages and use fees by five percent (5%) in year 1 (effective April 1, 2025), four percent (4%) in year 2 (effective April 1, 2026), and three percent (3%) in year 3 (effective April 1, 2027). The annual rate increase will apply to new commercials produced in a year and commercials renewed following expiration of the MPU. The wage increases will not apply to Class A per use and cycle caps, all cable rates, Streaming Platforms, and Traditional Digital with Paid YouTube.

11. Amend Section 20 – Minimum Compensation; Fees Per Commercial; Session Fees to add new Subsection I as follows:

I. All allowances, adjustments, and fees shall be increased by the same percentage as any agreed-upon wage increase applicable to Section 20, Minimum Compensation, in this and future negotiations.

Note:

Schedule A.I.F. – Makeup, Hairdress, Wardrobe and Wardrobe Allowance

Schedule A.I.BB. – Flight Insurance

Schedule A.FF.2.(vi) – Dancer

Schedule A.FF.2.(ix) – Dancer

12. Amend Section 28 – Limitation of Use in Commercials of Material produced Under Other Screen Actors Guild, AFTRA or SAG-AFTRA Contracts, as modified by the 2022 MOA, as follows:

~~Computer generated images or voices of a performer created by any technology now known or hereafter developed (i.e., “digital doubles”) may not be used to evade the provision of the Commercials Contract or Audio Commercials Contract.~~

13. Amend Section 30.A. – Maximum Period of Use, as modified by the 2022 MOA as follows:

A. Except as provided below for animated cartoon commercials and except as provided in subsection B hereof, the maximum period during which a commercial may be used shall be not more than ~~24~~24 months beginning 10 business days after the start of on-camera principal photography after the date of commencement of the first use of the commercial or 13 weeks after the commencement of the first fixed cycle as defined in Section 31, Holding Fee — Fixed Cycle. The maximum period during which an animated cartoon commercial may be used shall be no more than ~~24~~24 months commencing with the earlier of the date of the first use of the commercial or 13 weeks following the first recording date for off-camera recording, unless the off-camera recording is produced before completion of the animation, in which event the maximum use period for such animated cartoon commercial shall be 24 months commencing with the date of the first fixed cycle for the off-camera principal performers.

The bargaining parties will direct the payroll services to report the date of the ~~final production~~tenth business day after on-camera principal photography to performers as a part of their session payments for all commercials. Maintain the provisions of Section 30 to the extent that they are consistent with the foregoing.

14. Amend Section 30.D. – Maximum Period of Use, as modified by the 2019 MOA as follows:

D. The right to use a commercial ceases upon expiration of the maximum period of use. In order to obtain continued usage rights, Producer must negotiate with principal performer and obtain the principal performer’s consent. If Producer is unable to find the performer after good faith efforts it shall notify the Union, and if the Union is unable to find the performer within thirty (30) days, Producer may renew the use of the commercial at the rate paid to the performer during the prior maximum period of use. While performers may always negotiate for more favorable terms than those set forth in the Contract, renegotiations shall follow the structure of the Contract. If performers demand renewal terms inconsistent with the structure of the Contract, Producer may contact the

Union, and the Union will facilitate such renewal discussions. In cases where the producer believes that a renegotiation may have been inconsistent with the structure of the contract, the JPC may bring that to the IUSC for discussion.

15. Add a new Section 37 – Editing, deleting Section 20.G – Alternate Scenes or Lines, Section 26 – Editing of Commercials, and Appendix B – Editing of the 2022 MOA as follows:

37. EDITING OF COMMERCIALS

The following terms shall apply to alterations of commercials produced under the Contract, and any commercials transferred per Section 56:

The below edits do not result in a new commercial for session and/or use purposes. All such edits may run in the same market at the same time and will be considered one commercial for use purposes. Fees due in connection with shooting alternate scenes and lines and product changes are due not later than fifteen (15) business days after the services are rendered. Shorter/longer/same length version fees, paid edit fees, and addressable edit fees are due within fifteen (15) business days of first use of the shorter/longer/same length version, paid edit, or addressable edit. Per Section 37.G., all other changes to a commercial result in a new commercial for session and use purposes (“Unpermitted Edits”).

A. Changes Made During the Session:

1. Alternate Scenes, Alternate Lines, and Directorial Changes:

- (i) Alternate Scenes and Lines: Notwithstanding anything contained in this Section 37 to the contrary, alternate scenes shot and/or lines recorded for any reason for a specific single commercial during a session, whether or not pre-scripted, shall not be considered new or separate commercials for the purpose of calculating the number of session fees due, subject to the conditions set forth in this Section 37. If Producer requires principal performer to perform on or off-camera changes under this Section 37.A.1, Producer shall pay each principal performer a single additional session fee, regardless of the number of changes recorded, which shall not be credited against any other payment due under this Contract. All performers in the original scene must remain in the same performer category in the alternate scenes (*e.g.*, the performer cannot be downgraded or outgraded during the filming or recording process).
- (ii) Directorial Changes: In accordance with past practice, directorial changes based upon the director’s discretionary judgment and creative skills may be made in the course of

shooting or recording without such changes constituting additional commercials, provided that such changes relate to the specific storyboard, script and fundamental concept of the commercial. Payment is required by this section (ii) only when the alternate scene or line is reflected in a script or storyboard or when it does not relate to the fundamental concept of the commercial and shall not be credited against any other payment due under this Contract.

2. Product Changes Beyond the Nature of a Tag:

Any principal performer in a commercial that qualifies under Section 37.D., shall be paid a separate session fee for rendering services for each such product change, which shall not be credited against any other payment due under this Contract.

B. Shorter/Longer/Same Length Versions.

Producer may create shorter/longer/same length versions (collectively, “Versions”) without triggering a new commercial. Each Version must use only footage from the same production, including alternate scenes and/or lines as set forth above, provided that such footage relates to the same script or storyboard and does not create an Unpermitted Edit of the longest version produced. Provided that performers only shoot a single script or storyboard (including alternate scenes and lines as set forth in A. above), if Producer creates scripts and storyboards for the Versions for the purpose of advertiser recordkeeping and performer transparency for the number of Versions in which they appear, it shall not trigger an Unpermitted Edit. However, if performers are required to shoot separate scripts or storyboards, each script shall be considered a new commercial for session and use purposes. This does not authorize the creation of “wild footage” as that term is understood in the Industry. By way of clarification and not limitation, Producer’s library footage (such as food footage) and running footage that are not “from the same production” may be used. The integration and running footage language of Schedule D.III.9 and Schedule D.III.8.D and E shall apply to the use of the library and running footage.

First Version	No additional compensation
Second Version	No additional compensation
Third Version	One session fee
Fourth Version (and each subsequent Versions)	30% of a session fee per Version

The category of the session fee is based upon the performer's original category (*e.g.*, on-camera principal or off-camera principal) in the base commercial. If the performer's face no longer appears in the Version, no payment is due to the performer. Version fees shall not be credited against any other payment due under this Contract.

C. Permitted Changes.

No additional payments are due to any performers in the commercial other than any principal performer(s) engaged to render services in connection with the permitted change. Principal performers making such changes shall be paid separately a session fee and, if applicable, the tag rates for each such tag change beyond one. These fees are due not later than fifteen (15) business days after the services are rendered and shall not be credited against any other payment due under this Contract.

- 1. Dealer Identification.** Separate and different dealer identification for the same production or service may be included in the beginning and/or end and/or in the body of a commercial for the same advertiser. For example, a commercial advertising a specific perfume may be changed to designate the different dealers in different localities where such perfume may be purchased.
- 2. Introduction and Ending Tag Changes; Package Changes.** The introduction and/or ending of a commercial made for a designated advertiser may be changed, without changing the body (either the on-camera or the off-camera portion) as long as the products advertised are of the same type and class and are advertised under the same brand name. Without in any way changing the meaning of this subsection C.2., the following interpretations are agreed upon for illustrative purposes only:
 - (i) The term "ending" means "tag" as that term is customarily used in the Industry, *i.e.*, a short appendage to the body of a commercial. The term "introduction" shall mean the equivalent of a "tag" in the opening of a commercial.
 - (ii) Under "same type and class" of products, toothpaste and toothpowder would be considered as belonging to the same type and class; toothpaste and shampoo would not. Canned corn and canned peas would be considered as belonging to the same type and class; canned peas and canned chicken would not.
 - (iii) Under "same brand name," different packaging of the same

product would be considered as proper.

- (iv) Notwithstanding any other provision of this Section 37, changes may be made in the introduction, body or ending of a commercial made for a designated advertiser only to reflect a different package of the same product sold under the same brand name. It is the intention of this paragraph to permit changes to reflect the change in packaging only and not to permit any other change in the commercial message.

- 3. Factual Information Tags.** Commercials advertising products and/or services that require different and specific factual information with respect to destinations, local points, and times of departure, frequency of service, telephone numbers; URLs/ QR codes or similar Internet, mobile and digital media identifiers; rates; pricing; geographic availability and dates (but only when a date is with reference to any of the items of factual information permitted above), may be changed to reflect this information without such changed commercials being deemed Unpermitted Edits (i.e., new commercials for use purposes). Such changes may be made by inserting new on-camera and/or off-camera elements which set forth only such different facts. Such new elements shall be in the nature of “tags” as that term is commonly used in the Industry, except that in these cases they may be inserted in the body of the commercial; provided, however, that the commercial shall in all other respects remain the same.
- 4. Legal/Network Clearance Changes.** The on-and off-camera message(s) of a commercial made for a designated advertiser may be changed to comply with legal or network clearance requirements.
- 5. Payment for Dealer Identifications, Tags and Legal/Network Clearance Changes.** When a principal performer is called for the sole purpose of making dealer identifications or tags, or changes under subsection 4 hereof, they shall be paid a session fee, and the following rates for each dealer identification, tag, or legal/network clearance change made beyond one:

No. of Tags/Dealer IDs/Changes	On-Camera	Off-Camera
2 – 25	\$XX	\$XX
26 – 50	\$XX	\$XX
51+	\$XX	\$XX

Use fees shall, however, be payable on the basis of one commercial. If during a single session, an on or off-camera principal performer renders services in a base commercial whose format is designed to

accommodate dealer identification, tags, or legal/network clearance changes, as well as in one or more dealer identifications, tags, or legal/network clearance changes as permitted under Section 37, payment of the session fee shall cover payment for the base commercial and also for one such dealer identification, tag, or legal/network clearance changes. The tag rate shall be payable for each additional dealer identification, tag, or legal/network clearance changes produced at the same session.

6. **Off-Camera Message/Supers/Music.** The off-camera message, super, and/or music of a commercial made for a designated advertiser may be changed; provided the resulting commercial relates to the same storyboard, script, and concept, and does not change the commercial message.
7. **Foreign Language Voiceover.** A foreign language voiceover may be added to a commercial.
8. **Rearrangement of On-Camera Material.** The on-camera portion of a commercial made for a designated advertiser may be re-edited or rearranged as long as no substantial change is made in the material.
9. **Recalls/Retakes.** Prior to first televising commercials made for a particular advertiser, principal performer may be recalled for one session fee to make reasonable changes and corrections in existing soundtrack or to make changes or corrections in photography in the nature of retakes. Subsequent calls for such purpose will require separate applicable payment for each commercial in connection with which such services are rendered. In no event may any fees payable under these provisions be credited against any other compensation due principal performer.

10. Product/Service Name Changes — Same Advertiser

- (i) Same product/service — Company name/trade name remains constant

Variations of a commercial advertising the same product or service of a single advertiser, which always use the company name or company trade name as part of the product or service name, may be treated as a single commercial for use payment purposes. The variations may change the company or company trade name anywhere in the commercial, but the commercial must otherwise remain the same.

EXAMPLE:

A commercial for the Marcus Company for the same sandwich spread sold as Marcus' Red Ribbon Spread in one area and Marcus' Gold Ribbon Spread in another area and which otherwise meets all the above requirements, qualifies under this paragraph (i).

(ii) Same product — Different brand names

Variations of a commercial advertising the same product of a single national advertiser may be treated as a single commercial for use payment purposes. The variations reflecting the different name by which the product is known and marketed in a different geographic area may be made anywhere in the commercial, but the commercial must otherwise remain the same.

This paragraph (ii) shall not be applicable to generic products.

EXAMPLE:

A commercial for Unilever for the same mayonnaise sold as Hellman's Mayonnaise in one area and Best Foods Mayonnaise in another area, and which otherwise meets all the above requirements, qualifies under this paragraph (ii).

11. Special Offers & Promotions. A commercial for an advertiser may be changed to reflect different special offers and promotions, sales or giveaways, sweepstakes or sales events.

D. Paid Edits: Any change to a commercial described below shall constitute a "Paid Edit." All principals in the commercial as edited shall receive the following Paid Edit fee(s) based on the session fee for on-camera or off-camera, as applicable. The Paid Edit fee shall be paid for each commercial after the base commercial. Edit fee(s) shall not be credited against any other payment due under the Contract. The category of the session fee is based upon the performer's original category (*e.g.*, on-camera principal or off-camera principal) in the base commercial. If the performer's face no longer appears in the Paid Edit, then no payment is due to the performer.

First Edit	1x session fee
Second Edit	75% of a session fee
Third Edit	50% of a session fee

Fourth Edit (and all subsequent edits)	30% of a session fee per Edit
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1. The product may be changed to another product in the same product line or to a different variant of the same product (*e.g.*, a different color, size, scent or flavor) beyond the nature of a tag;
2. The edit changes the setting or adds an additional setting to the commercial, provided such changes can be made during the same production via CGI or green screen, or other technologies and do not otherwise require the cast to travel to a different location or set. Producer may also use CGI, green screen or other technologies to change props that align with the setting change (*e.g.*, changing a surfboard on a pickup truck to a snowboard).
3. Performers may be asked to shoot the same script/storyboard featuring the same product/service or another product in the same product line with different wardrobe and props to align with the edited background change.

E. Addressable Edits: Addressable commercials (defined as commercials that are specifically produced to show in multiple variations, each of which will be dynamically inserted at the level of individual households and devices) may be edited to create an unlimited number of versions (*i.e.*, Addressable Edits) upon payment of the Addressable Edit Fee without creating a new commercial, provided that the only footage and/or soundtrack used to make the edit is taken from the original production and that the edit does not change the commercial concept or message. Upon request, Producer shall provide documentation that the commercial is an addressable commercial. Performers appearing in Addressable Edits shall be paid the following fees, which shall not be credited against any other payment due under the Contract.

On-Camera Principal	One-time fee equal to 200% of the on-camera session rate.
Off-Camera Principal	<p>50% of the off-camera session rate for every Addressable Edit created if the off-camera principal renders services for the edit.</p> <p>If the off-camera principal does not render services, then they receive a one-time fee equal to 200% of the off-camera session rate.</p>

	If the off-camera principal renders services on some, but not all, of the Addressable Edits, they shall receive both a one-time fee equal to 200% of the off-camera session rate and 50% of the off-camera session rate for every Addressable Edit created for which the off-camera principal renders services.
Extra	One-time fee equal to 50% of the unlimited use extra session rate.

1. The commercial may be edited to show a different setting (*e.g.*, beach to rolling hills);
2. The product may be edited to show a different product in the same product line (*e.g.*, W-150 to W-250);
3. The product and/or package may be edited to show a different variant of the same product (*e.g.*, a different color, size, scent or flavor) beyond the nature of a tag; and
4. Subject to Section 20.F., Joint Promotions any element other than the products may be edited to show a different element:

Example: A surfboard in a car commercial may be replaced with a snowboard in the same commercial;

Example: The driver in a car commercial is wearing a bathing suit in one edit and a ski jacket in the second;

Example: A shot of a group of men walking past a car in a car commercial is replaced with a different shot of the same action;

Example: A female driver in a car commercial is speaking to a male passenger in one edit, and in the second a male passenger is now the driver and the female driver is now the passenger; and

Example: Footage of a female driver is switched out for a male driver, both on the same dusty dirt road in an F-150.

F. Advertiser's Library. Producer may submit a commercial to an advertiser's Advertising Library (or other similar asset management platform) for the purpose of allowing advertiser or its other agencies to create (a) unlimited shorter/longer/same length versions for use in Traditional Digital by paying each principal performer four (4) session fees for such editing rights during the Maximum Period of Use; (b) unlimited edits for use in Traditional Digital by paying each principal performer seven (7) session fees for such unlimited editing rights during the Maximum Period of Use.

G. Unpermitted Edits. Unpermitted edits shall include, but not be limited to, the following types of edits, which shall result in a new commercial for use purposes:

1. The edit changes the concept of the commercial. The “concept” refers to the basic idea by which the commercial conveys the commercial message.
2. The edit changes the commercial message, which refers to the specific message that the advertiser wants to convey to the consumer about the product or service being advertised in a manner that is not allowed as set forth herein.
3. The edit adds new on-camera principal(s) to the commercial; provided, however, that Producer may add an on-camera principal into a longer or shorter version if the footage was produced during the same production and related to the same script or storyboard, in which case that shall be a Permitted Edit.
4. The edit adds an additional product or brand in a manner that is not allowed under the editing provisions set forth herein.

H. Commercial Editing Examples. The following examples illustrate the editing rules set forth in the Section 37 of the Contract:

EXAMPLE 1: Automobile

The Production:

Performers are given a :30 script and storyboard titled, “Spring has Sprung”, which features a married couple who are extremely excited about the different FARO models at the dealership. They cannot decide which model they would like and are having a typical marital conversation about the decision. The script includes a few alternate lines so that Producer can see which will work best in the commercial both for timing purposes and for humor.

Explanation: Because the performers were given a single script and storyboard, including alternate lines and scenes, and shot a single script, this is one commercial for use purposes. Principal performers shooting the alternate line(s) are paid a single additional session fee.

Base Spot:

:30 commercial advertising the full line of FARO models (Sportster, Aspen, Milan, and Zen) for a Spring Sales event. The commercial is set in the dealership and shows the full lineup of 2026 vehicles. A couple is running from vehicle to vehicle shouting how they just can’t decide. The wife tells her husband that they have to make the decision without calling his mother.

- VO: “Come to our Spring Sales Event”
- End shot of the full model lineup (Sportster, Aspen, Milan, and Zen)
- VO: “Come by a dealership today and pick up your favorite FARO.”

Same Length Version: :20/:10 taggable version

Same as above but :20 body is shortened, the wife’s line is shortened to remove the reference to calling mom, and a :10 tag cuts to running footage of the Sportster.

- VO: “For a limited time you can lease a 2026 FARO Sportster for just \$399 at the Spring Sales Event”
- End shot of the full model lineup (Sportster, Aspen, Milan, and Zen)

Explanation: This is the first Version, so no additional fees are due to the performers. The tag change is a permitted change because you are still promoting the entire product line, and the commercial message has not changed. The off-camera performer recording the tag is paid a session fee and the applicable tag rate for any additional tags beyond one.

Permitted Changes: Tagging

Same as the :20 version above but a new :10 tag cuts to running footage of the Aspen.

- VO: “For a limited time you can lease a 2026 FARO Aspen for just \$299.99 at the Easter Sales Event”
- End shot of the full model lineup (Sportster, Aspen, Milan and Zen)

Explanation: This is the same shorter version so no shorter/longer/same length fees are due to any principal performers. The tag change is a permitted change because you are still promoting the entire product line and the commercial message has not changed. The off-camera performer recording the tag is paid a session fee and the applicable tag rate for any additional tags beyond one.

Unpermitted Edit Resulting in a New Commercial:

:30 commercial for FARO’s full model lineup of electric vehicles (Sportster, Aspen, Milan, and Zen) for the Spring Sales Event. The commercial is set in the dealership and shows the full model lineup of electric vehicles. A couple is running from vehicle to vehicle shouting how they just can’t decide.

- VO: “Come to our Spring Sales Event and get the EV that’s right for you”
- End shot of the full model lineup of EV’s

Explanation: This is an unpermitted edit as you changed the type of vehicle being advertised to EVs, which were not shown in the base spot. Principal Performers would receive a separate set of use and holding fee payments for a new commercial. Extras, if applicable, would receive a one-time integration payment.

EXAMPLE 2: Automobile

The Production:

Performers are given a :60 script and storyboard titled, “Weekend at the Lake”, which includes two alternate ending scenes. The spot features three couples packing up their different model Walker trucks for a weekend away. The script also includes features of the different Walker trucks. Each couple is shown enjoying certain features of the vehicle – the speaker system, the leather interior the digital-on-demand safety system, and towing capacity. The advertiser is unsure how they want the commercial to end, so they have a couple of alternate scenes they would like to try. The first ending shows a wide shot of the couples sitting by a fire, the second option shows them making s’mores by the fire, and the final option is an end shot of the three trucks and in the background, we see the couples greeting each other. Producer knows that the advertiser wants four shorter versions. For recordkeeping and transparency, Producer creates scripts and boards for the four shorter versions so that performers know which shorter versions they will appear in. Performers only shoot the single script and storyboard for the :60 with the alternate scenes.

Explanation: Even though the performers received scripts and storyboards that show each of the shorter versions that they are expected to appear in, because the performers shot a single script and storyboard, including alternate scenes, this is one commercial for use purposes. Principal performers shooting one or more alternate scenes will be paid a single additional session fee as payment for all alternate scenes they shoot.

Base Spot:

:60 commercial advertising Walker trucks (W-150, W-250, and W-350) featuring couples heading out for a weekend camping trip. The commercial shows: 1) a couple driving the W-150 through the woods, 2) a couple driving the W-350 towing a boat, 3) a couple in the W-250 happily listening to music while we see a close-up of the speakers with the super “Speakers”, 4) the first couple in the W-150 with a closeup of the leather and the super, “Genuine Leather” and we see the digital-on-demand safety system with the super, “Safety”, and 5) the W-350 with the boat again.

- VO: “Walker knows how to make trucks that take you places with amazing sound, luxury, safety, and all the horsepower you need for towing. Walker gets you there.”
- End shot of all three trucks meeting up at the lake.

Shorter Versions:

- :15 that shows the couple driving the Walker W-250, and the camera then turns to highlight the speakers (with additional interior footage not in the :60) in the car with the super “Speakers”. The VO says: “With great sound,

Walker gets you there.” End shot of full line of trucks with the couples greeting each other in the background.

- :15 that shows the couple in the Walker W-150, and the camera then turns to highlight the driver’s seat with the super, “Genuine Leather” and more footage (shot during the production but not used in the base :60) of the couple smiling while seated comfortably. The VO says: “In luxury, Walker gets you there.” End shot of full line of trucks with the couples greeting each other in the background.
- :15 that shows the couple in the Walker W-150, and the camera then turns to highlight the digital-on-demand safety system with the super, “Safety”, a scene is lifted directly from the :60. The VO says: “Safely, Walker gets you there.” End shot of full line of trucks.
- :30 that shows the couple in the Walker W-250 singing with the super, “Speakers”, and the couple in the W-350 towing the boat. The VO says: “All you need for the weekend. Walker gets you there.” End shot of the couples enjoying s’mores by the fire.

Explanation: These would all be considered shorter versions because 1) they are all based on the single :60 script/storyboard shot by the performers, even though for transparency and recordkeeping the principals were given a copy of the script/storyboard for the shorter version in which they appeared, 2) the footage used is from the same production (other than any previously produced running footage) and 3) the commercial message remains the same— “Walker gets you there.” Therefore, in addition to the session fee that was paid to each principal performer who shot the alternate scenes, an additional session fee would be due to any principal performer(s) appearing in a third shorter version, and 30% of a session fee due to any principal performer(s) appearing in a fourth shorter version. For clarity, Version payments follow the performer and the number of Versions the performer has appeared in, not the total number of Versions made by Producer.

Unpermitted Edit:

The three couples are shown in the interior of each of the trucks. The end shot is a Walker Clarity packed with gear, and the VO says: “Packed for the weekend. Walker gets you there.”

Explanation: This is an unpermitted edit because a new model (the Clarity) is introduced that was not originally shown in the base spot. Principal Performers would receive a separate set of use and holding fee payments for a new commercial. Extras, if applicable, would receive a one-time integration payment.

EXAMPLE 3: Air Freshener

The Production:

Performers on set are given a script and storyboard for a :30 titled, “Ozzy”. It shows a couple preparing their home for company. They are cleaning and realize that Ozzy’s litter box smells unpleasant. The script includes two product changes requiring reshoots: one for a plug-in scent change and one for the reed diffuser

product variation change. Performers first shoot using a vanilla-scented plug-in air freshener, then they shoot the same script and scene showing a spring-time-scented plug-in, and finally they shoot the same script and scene showing the vanilla-scented reed diffuser.

Explanation: Since the performers shot a single script and storyboard with the same commercials message, this is one commercial for use purposes. The vanilla-scented reed diffuser and spring-time- scented plug-in are variations in the same product line, but the product changes were beyond the nature of a tag. Therefore, the on-camera principals who shoot the scenes with the product changes are paid an additional session fee for each product change. In this case, each on-camera principal is paid 2 additional session fees.

Base Spot:

:30 commercial advertising the brand's air fresheners. A couple getting ready to have company over is shown using the vanilla scented plug-in to make the house smell fresh for the gathering.

- VO: "Guests will never have to know about Ozzy's litter box."
- End card: We keep your home smelling fresh.

Paid Edits:

- :30 commercial is edited to show the couple plugging in the spring-time-scented plug-in instead of the vanilla-scented plug-in. The VO says: "Guests will never have to know about Ozzy's litter box." End card: We keep your home smelling fresh.
- :30 commercial is edited to show the couple setting up the reed diffuser as opposed to the plug-in. VO: Guests will never have to know about Ozzy's litter box. End card: We keep your home smelling fresh.

Explanation: Since the product change is in the body of the commercial beyond the nature of a tag, these are paid edits. In addition to the two session fees that were paid to each on-camera principal involved in shooting the product changes, the paid edit fees are due to those principal performers in the paid edit(s).

Unpermitted Edit:

:15 commercial is edited to show the couple setting up the reed diffuser as opposed to the plug-in. Ozzy and his litter box have been removed from the commercial. VO: The fastest and easiest way to keep your home smelling fresh. End card: Try our vanilla-scented diffuser available at your nearest grocer.

Explanation: This is an unpermitted edit because the commercial message has changed from eliminating the cat litter odor while preparing for your guests, to the product is the fastest and easiest way to freshen your home. Principal performers would receive a separate set of use and holding fee payments for a new commercial. Extras, if applicable, would receive a one-time integration payment.

EXAMPLE 4: Bank/Financial Institution

Base Spot:

:60 for mobile banking with 6 on-camera principals (“OCPs”) shown using the mobile app. The concept/commercial message is “all of your banking in the palm of your hand.”

Shorter/Longer Versions:

- :30 showing 4 OCPs using the app
- :30 showing 5 OCPs using the app
- :15 that is a direct lift of the :60 – **1x session fee due to principal performers whose work is in the 3rd shorter/longer version**
- :15 showing 2 OCPs in a longer scene, using new material from the same production – **30% of session fee due to principal performers whose work is in the 4th shorter/longer version**
- :07 showing 3 OCPs in a shorter scene, using new material from the same production – **30% of session fee due to principal performers whose work is in the 5th shorter/longer version and in each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language voiceover.

Paid Edits:

- :15 shot tightens on the phone in hand (i.e., existing footage) showing the investing feature within the app, where the phone screen is adjusted in post-production. No changes to the commercial message or concept. **Session fee to principal performers in the Paid Edit because the Producer is changing a product feature.**
- :15 shot tightens on the phone in hand (i.e., existing footage) showing savings account within the app, where the phone screen is adjusted in post-production to display: Check your savings, banking all in the palm of your hand. No changes to the commercial message or concept. **75% session fee to the principal performers in the 2nd Paid Edit.**

Unpermitted Edit:

:15 uses existing footage but changes the commercial message/concept to “Life moves pretty fast, banking that doesn’t slow you down.”

Explanation: This is a new commercial because it changes the commercial message/concept from app use to speed.

EXAMPLE 5: Automobile

Base Spot:

:60 for SUV. The concept/commercial message is “perfect for family life.” The video shows a family of 4 OCPs in the SUV driving through the woods, mountain biking together, swimming, and canoeing.

Shorter/Longer Versions:

- :30 showing the family in the car and swimming, and a scene from the shoot of them running into the water is added
- :30 that is a direct lift of the :60
- :15 showing the family in the car and mountain biking - **1x session fee due to principal performers whose work is in the 3rd shorter/longer version**
- :15 showing the family in the car and canoeing – **30% of session fee due to principal performers whose work is in the 4th shorter/longer version**
- :10 showing the family in the car and canoeing that is a shorter version of the :15 above – **30% of session fee due to principal performers whose work is in the 5th shorter/longer version and each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language voiceover.

Paid Edits:

- :30 showing the mother driving instead of the father. **Session fee to principal performers who shoot the change and 1x session fee to principal performers in the 1st Paid Edit.**
- :30 showing wardrobe changes from bathing suits to rash guards. **Session fee to principal performers who shoot the change and 75% session fee to principal performers in the 2nd Paid Edit.**

Unpermitted Edits:

- :30 is changed to show a female couple in the front seats of the car and canoeing with the children.
- :30 is changed to show a male couple in the front seats of the car and swimming with the children.

Explanation: Both are Unpermitted Edits because new OCPs were introduced throughout the commercials. Principal performers would receive a separate set of use and holding fee payments for each new commercial. Extra performers appearing in either or both of the new commercials would receive one integration fee if this is the first integration of the footage from the original spot.

EXAMPLE 6: Telecommunications

Base Spot:

:60 showing 6 OCPs in various environments video chatting on their iPhones. The commercial message/concept is “New 5G allows you to video chat anywhere.”

Shorter/Longer Versions:

- :30 with fewer OCPs and new footage from the production, but not a direct lift
- :30 that is a direct lift of the :60 base spot
- :15 with fewer OCPs than the :60 base spot - **1x session fee due to principal performers whose work is in the 3rd shorter/longer version**
- :15 that is a direct lift of the :30 – **30% of session fee due to principal performers whose work is in the 4th shorter/longer version**
- :07 with one OCP video chatting –**30% of session fee due to principal performers whose work is in the 5th shorter/longer version and in each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language voiceover.

Paid Edits:

- :30 showing OCPs holding an iPhone mini (i.e., a product change). **Session fee to OCPs who shoot the change and 1x session fee to all OCPs in the 1st Paid Edit.**
- :15 lift of the above :30. **2nd Paid Edit, so 75% of session fee to all OCPs in the 2nd Paid Edit.**

Unpermitted Edit:

:30 is changed (beyond the nature of a tag) to modify the commercial message/concept by removing the reference to 5G and instead saying, “Now offering the new iPhone 27, available today.” New footage is also added showing close-ups of the new iPhone and its features (camera).

Explanation: This is an unpermitted edit because the commercial message/concept changed from 5G to the iPhone 27. Principal performers would receive a separate set of use and holding fee payments for the new commercial. Extra performers appearing in the new spot would receive one integration fee if this is the first integration of the footage from the original spot.

EXAMPLE 7: Soft Drinks

Base Spot:

:60 showing OCPs eating different foods that go with cola. They are at a picnic, at the beach, and by the pool.

Shorter/Longer Versions:

- :30 showing the OCPs at a picnic and at the beach
- :30 showing the OCPs at the beach and by the pool
- :15 showing the OCPs at a picnic - **1x session fee due to principal performers whose work is in the 3rd shorter/longer version**
- :07 showing the OCPs by the pool – **30% of session fee due for to principal performers whose work is in the 4th shorter/longer version**
- :08 showing the OCPs at the beach – **30% of session fee due to principal performers whose work is in the 5th shorter/longer version and each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language voiceover.

Paid Edits:

- :15 where the editor changes the park from spring to fall. **1x session fee paid to all OCPs in 1st Paid Edit.**
- :15 with 2 OCPs holding a cherry cola throughout the spot. **1x session fee paid to the 2 OCPs shooting the change and 75% session to all OCPs in 2nd Paid Edit.**

Unpermitted Edit:

:15 that uses the footage of people with cola, but no food is shown. In addition, the commercial message/concept changes to: “Everyone you see loves this cola.”

Explanation: This is an unpermitted edit because you changed the commercial message/concept from, “great with food” to “cola=love”. Principal performers would receive a separate set of use and holding fee payments for the new

commercial. Extra performers appearing in the new spot would receive one integration fee if this is the first integration of the footage from the original spot.

EXAMPLE 8: Insurance

Base Spot:

:30 by an insurance company showing a re-enacted story of a real accident. The driver is jamming out to a rock band and slams into a rock while waiting in a drive-thru line when his foot accidentally hit the gas. The concept/commercial message is “real rock-and-roll accident.”

Shorter/Longer Versions:

- :30 showing different footage of the crash from the same production
- :60 longer version created from the production footage because the commercial is so popular
- :15 lift of the new longer version- **1x session fee due to principal performers whose work is in the 3rd shorter/longer version**
- :15 lift of the original :30 – **30% of session fee due for to principal performers whose work is in the 4th shorter/longer version**
- :08 shorter version for Instagram – **30% of session fee due to principal performers whose work is in the 5th shorter/longer version**
- :30 is made from the production footage, featuring outtakes of the commercial – **30% of session fee due to principal performers whose work is in the 6th shorter/longer version and in each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language voiceover.

Paid Edits:

- :30 showing a different car crashing, but everything else remains the same. This introduces a new scene in the body of the commercial, not in the nature of a tag. **The OCPs who shoot the change (i.e., the OCP and the stunt driver) are paid an additional session fee for shooting the change and another session fee for the 1st Paid Edit.**
- :15 is created with the new car. **75% of a session is paid to all OCPs in 2nd Paid Edit.**

Unpermitted Edit:

:30 showing a montage of re-enacted accidents, the “top 5” claims of all time. Scenes are edited with footage from other commercials. New performers are added.

Explanation: This is an unpermitted edit because it now features footage from multiple commercials with a new concept/commercial message. Principal performers would receive a separate set of use and holding fee payments for the new commercial. Extra performers appearing in the new commercial would receive one integration fee if this is the first integration of the footage from the original spot.

16. Amend Section 44.A. – Session and Audition Fees as follows:

A. Session and Audition Fees

Payment of the session fee and all related fees, allowances, etc. due for services rendered for each commercial shall be made not later than 15 working days after the day or days of employment and for any audition payments due, not later than 15 working days after the day or days of audition.

17. Amend Section 44.N – Translation as follows:

N. Translation

A principal performer may not be required at a session or audition (including virtual and self-tape) to translate the script into any other language. If a principal performer agrees to translate at the request of Producer, Producer shall pay the principal performer for such service at an audition or session, as the case may be, 50% of the minimum session fee, and the Audition Report Form or production time report, whichever is applicable, shall so indicate.

18. Amend the first paragraph of Section 46.A. – Liquidated Damages For Late Payment as follows:

A. In the event Producer fails to make timely payment, as herein provided, the following cumulative liquidated damage payments shall be due and payable to the principal performer for each day beginning with the day following the date of default: \$XX per day up to 25 days (excluding Saturdays, Sundays and holidays which Producer observes) up to a maximum of \$XX. ~~Thereafter, the liquidated damages shall cease unless either t~~The Union or the principal performer shall gives written notice to Producer of continued nonpayment. ~~In the event such notice is given and full payment, including accrued liquidated damages, is not made within 15 working days thereafter,~~—Producer shall be liable for ~~an immediate additional liquidated damages payment of \$96.25 plus~~ further liquidated damage payments at the rate of \$XX per day ~~from the date of the receipt of notice of nonpayment~~, which shall continue without limitation as to

time until the delinquent payment together with all liquidated damages are fully paid. Such liquidated damages shall be in addition to any and all other remedies which the Union may have against Producer under this Contract.

19. Amend Section 47.A. – Contributions to Pension and Health Plans to reflect an increase to the total contribution rate of 23.5% (JPC authorizers will receive a 3.55% waiver of the increase (for a total contribution of 19.95%)). Of the increase, .05% shall be directed to the Digital Transition Impact Mitigation Fund and the remainder shall be directed to the SAG-AFTRA Health Plan. Upon request by SAG-AFTRA, the parties agree to jointly recommend to the Trustees of the SAG-AFTRA Health Plan that commercial use and holding fees be treated as sessional earnings.

20. Amend Section 51.A.3. – Required Records and Reports as follows:

3. In case of grievances, disputes, or alleged disputes hereunder, Producer will make available to the Union for inspection, upon demand, all relevant production reports, records and principal performers' contracts and the Union will make available to Producer for inspection, upon demand, data relevant to the claim other than privileged or confidential information. **The Union shall provide the JPC a copy of any demand for inspection that is served on a JPC authorizer company and the JPC shall limit access to such demands to persons with a legitimate business need for such access and use best efforts to protect the confidentiality of said demands.**

21. Amend Section 56.B. – Transfer of Rights – Assumption Agreement, as modified by the 2019 and 2022 MOAs, as follows:

Transferee hereby agrees with Transferor that all commercials covered by this agreement (listed below*) are subject to the SAG, AFTRA or SAG-AFTRA Commercials Contract under which the commercials were produced, and that the parties contemplate a transfer of exclusive rights in the covered commercials from the Transferor to the Transferee.

Transferee hereby agrees, expressly for the benefit of SAG-AFTRA and its performers affected thereby, to make all payments including, but not limited to holding fees and use fees, as provided in said Contract and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the Screen Actors Guild-Producers Pension **and Plan, SAG-AFTRA** Health Plan, IACF, **DTIME**, and AMF required under the provisions of said Contract and with respect to multiservice contracts, all guarantees and other compensation due to performers under such multiservice contracts for services covered by the Contract, whether or not the right to produce and/or use commercials is exercised, and to comply with all other relevant provisions of said Contract, including specifically Section 47.E as it relates to disclosure of and disputes over multiservice performer contracts and the arbitration

provisions and procedures contained therein. Upon the Union's or the Plans' written request, Transferee agrees to timely provide to the Union and the Plans unredacted copies of all contracts relating to services provided under such performer contracts. It is expressly understood and agreed that the rights of Transferee to utilize such commercials shall be subject to and conditioned upon the prompt payment to the performers involved of all compensation as provided in said Contract and the Union, on behalf of the performers involved, shall be entitled to injunctive relief in the event such payments are not made.

Notwithstanding any other provision of this Transfer of Rights Assumption Agreement, Transferee may not use any Digital Replica referenced herein for any purpose in any field or medium unless Transferee complies with the provisions set forth in Section XX and XX.1 of the Commercials Contract. When Transferee provides the reasonably specific description required under Section XX, Transferee must disclose whether the program, commercial or other content that the Digital Replica will be used for is to be produced under a SAG-AFTRA collective bargaining agreement. Transferee hereby acknowledges that SAG-AFTRA membership rules prohibit members from consenting to the use of their Digital Replica to generate a performance for a program, commercial or other content in any field or medium covered by a SAG-AFTRA collective bargaining agreement unless that program, commercial or other content is produced under the applicable SAG-AFTRA agreement.

In the event of a subsequent transfer, assignment, sale or other disposition by Transferee of any commercials covered by this agreement, Transferee agrees to give written notice, by mail, to the Union of each such subsequent transfer, etc. within 30 days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee or purchaser. Transferee shall also deliver to the Union a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.

22. Amend Section 58.H. – Arbitration, as modified by the 2019 and 2022 MOAs, as follows:

H. It is the policy of the Union not to process unduly late claims. **All claims shall be in writing (email shall suffice) and shall set forth with specificity the Contract provision(s) that the Union alleges to have been violated. The Union shall provide to the JPC a copy of any claim letter that is served on a JPC authorizer company and the JPC shall limit access to such claim letters to persons with a legitimate business need for such access and shall use best efforts to ensure the confidentiality of said letters and the information contained therein.** Claims regarding audition, travel or production-related session claims (e.g., overtime, wet pay, smoke pay, meal periods, etc.) shall be submitted to Producer no later than 6 months from the date of such audition, travel or session, or, if the claim is related to payment, 6 months from the date the payment is made.

It shall be the understanding of the parties that the term “production-related session claims” is meant to identify those session-related claims where the contract violation can be ascertained at the time of session or at the time that the session payment is received. Claims regarding unpaid use shall be submitted to Producer no later than 6 months from the expiration of the applicable Maximum Period of Use or the date that performer is released from exclusivity, whichever is sooner. There shall be a 4-year statute of limitations for all other claims. The statute of limitations shall begin to run on the date that the performer knew or should have known that a claim existed. **If a claim is withdrawn, the Union shall notify Producer in writing (email shall suffice) in a timely manner.**

23. Delete Section 65 – Alternative Method of Compensation and replace with new Section 65 – Joint Monitoring Initiative:

Joint Monitoring Initiative

SAG-AFTRA and JPC will recommend that the IACF fund a joint monitoring initiative. The initiative will be overseen both by the JPC and the Union, and will retain one or more third-party vendors to develop an automated monitoring service. The JPC will use its good offices to facilitate Producer cooperation with this initiative including providing materials and data necessary for the development of the automated monitoring service.

24. Amend Section 69 – Title as follows:

This Contract shall be known as the ~~2022~~ **2025** SAG-AFTRA COMMERCIALS CONTRACT.

25. Amend Schedule A.I.C. – Engagement to add the following new Subsections:

4. Upon booking, Producer shall provide, in writing, all performers with an opportunity to request, in writing, accommodations for a disability consistent with legal and regulatory requirements. The JPC will cooperate with the Union in efforts to address any chronic violations of this requirement.

5. Producer shall use commercially reasonable efforts to provide all performers their employment contract(s), including any riders or addenda, for review not less than 24 hours in advance of their call time.

6. Producers shall provide all performers with information on how and to whom to report issues, or ask questions, relating to alleged discrimination, alleged harassment and the safety of minors. Such information shall be in visible signage in visible areas frequented by performers, crew and other visitors to set.

26. Amend Schedule A.I.E. – Rest Period to add new Subsection 5 as follows:

5. Producer shall provide reasonable break times for performers to express breast milk for their nursing child. Upon request, a place to pump must be provided, other than a bathroom, that is shielded from view and free from intrusion.

27. Add to Schedule A.I.F.3 – Makeup, Hairdress, Wardrobe and Wardrobe Allowance the following:

3. Producer shall either provide any special hairdress required or, in the event Producer required a principal performer to furnish such special hairdress necessitating an expenditure, Producer shall provide an advance covering the expenditure at facilities designated by Producer. **When a performer is required to and does furnish their own hair-piece, or make up their own hair in a period style, the performer shall be paid additional compensation in the amount of \$XX.**

28. Amend Schedule A.I.F.4. – Makeup, Hairdress, Wardrobe and Wardrobe Allowance, as amended by the 2022 MOA, as follows:

4. Producer will utilize only qualified hair stylists and makeup artists for cutting and styling a performer's hair and applying their makeup. Producer must provide qualified hair stylists and makeup artists and the appropriate products so that the needs of performers may be met. With respect to diverse hair and makeup, "qualified" means hair stylists with proven ability and experience styling a variety of textures and styles, (e.g. tight curls, curly, wavy, straight, tapered, braids, locks, twists, fades, locked hairstyles, etc.) and makeup artists who are experienced in working with diverse skin pigments and features. **Producer shall use commercially reasonable efforts to provide the contact information for the qualified hair stylist and/or make-up artist at the time of fitting or 24-hours prior to the first work day, whichever is earlier, in order to consult regarding any hair and/or makeup needs prior to commencing work.**

29. Amend Schedule A.I.F. – Makeup, Hairdress, Wardrobe and Wardrobe Allowance to add new Subsection 9 as follows:

9. A cover-up, such as a bathrobe, shall be provided to a performer who is nude (including pasties and genital socks) or partially nude (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing) when the performer is on set and not engaged in rehearsing or shooting the scene, or, if practicable, when there is a pause in rehearsing or shooting.

30. Amend Schedule A.I.I.1. – Auditions to add a new Subsection (a) and renumber the remaining subsections as follows:

(a) When a Producer engages a casting company, Producer shall use commercially reasonable efforts to require such companies to comply with applicable laws regarding charging performers fees for accessing job listings or submitting for a role.

In the event a performer is asked to pay a fee to access casting materials or to upload a self-tape or otherwise make a submission including a resume and headshot for the role being cast, the performer or the Union should contact the casting director before paying the fee to obtain information on how to access the casting materials or submit for the role free of charge. Contact information for the casting director shall be included in the casting notice, breakdown or other information relating to the casting call.

In considering candidates for a role, Producer shall use commercially reasonable efforts to ensure that the casting director does not give preferential treatment to any performer on the basis of whether the performer has paid a subscription fee to a casting service to access casting materials or paid a fee to a casting service to submit for a role. Sorting submissions by alphabetical order or randomly shall satisfy the foregoing obligation to refrain from giving preferential treatment.

31. Amend Schedule A.I.X.10 – Travel Time as follows:

10. Meals must be provided on all locations. All principal performers shall be entitled to a basic ~~\$80.00~~ **\$92.00** per diem meal allowance on locations which shall be not less than the following:

Breakfast:	\$16
Lunch:	\$27
Dinner:	\$43

Producer shall have the right to deduct from the per diem meal allowance the appropriate amount for each meal furnished. **Per diem shall be paid on the first work day, including travel, and, for foreign production locations, performer shall have the choice of either cash or a digital payment non-cash alternative (other than checks), without any deduction for fees or transaction costs.**

32. Amend Schedule A.I.Z. – Dressing Rooms to add new Subsection 7 as follows:

7. If outdoors, Producer shall be required to provide a tent over provided chairs and table as well as provide a ground covering.

33. Amend Schedule A.I.AA – Employment of Minors as follows:

1. Guidelines

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

- (a) Stet
- (b) Stet
- (c) The Minor's education will not be neglected or hampered by their participation in such performance.
- (d) A Producer may choose to require a background check as a condition of employment for any person working in close proximity to one or more minor(s), other than a minor who is that person's child/ward, employed under the Agreement. For purposes of this subparagraph (d), a background check refers to confirmation of the individual's identity, the individual's address history over a seven (7) year period, reportable criminal records (excluding arrests not leading to conviction unless the alleged violation involves a minor), whether the individual appears on any state or federal government sex-offender registry and when applicable, professional licenses and/or driving records from the appropriate issuing government agency. The background check will be conducted consistent with the requirements of state and federal law. The results of the background check shall only be provided to those with a need to know. Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, a performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents."

It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the minor. As used in this Section AA, the term "parent" shall be deemed to include "guardian."

2. Definition of a Minor

The term "minor" as used herein means any principal performer defined as a minor under the employment laws of the ~~S~~state governing their employment and in any event shall include any principal performer 17 ~~15~~ years of age or younger.

3. Stet

4. Stet

5. Supervision

(a) Stet

(b) Stet

(c) Stet

(d) Stet

(e) On days when the minor's regular school is in session, Producer must require the minor to report to the teacher immediately upon arrival at the place of employment. When school is in session, the teacher has primary responsibility for the education and supervision of the minor. Presence of the teacher does not relieve parents, however, of the responsibility of caring for their own children.

(f) When a parent is working at the minor's place of employment but not at the scene of employment, either the other parent or a guardian must be present with the minor.

(g) (formerly e) Stet

(h) (formerly f) Stet

(i) (formerly g) Stet

(j) (formerly h) Stet

6-11. Stet

12. Education

(a) When Producer employs **performers minors**—of school age who are currently enrolled in an elementary or secondary school for a booking of 3 or more days on which school is otherwise in session **for the minor, Producer shall provide 3 hours of education on each such school day as part of the regular working day. Producer agrees to employ a teacher, from the first day of such employment, whenever the minor is engaged on any day during which the primary or secondary**

school regularly attended by the minor is in session. On any day a minor is employed but is not otherwise entitled to have a teacher, the minor shall nevertheless be taught if the primary or secondary school such minor regularly attends is in session and Producer has employed a teacher to instruct another performer engaged on the same production.

- (b) Producer shall provide a teacher/tutor who has current teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum. A copy of the teacher's/tutor's/welfare worker's current credentials and identification shall be provided to the parent/guardian by the Producer for inspection no later than twenty-four (24) hours prior to the minor performer's initial call. ~~Whenever possible, Producer shall provide internet access for minor performers for schoolwork.~~ Subject to the limitations and requirements of the state in which production is taking place, a teacher/tutor/welfare worker (or other individual assigned to perform the same duties as a welfare worker, such as a child labor coordinator) who is engaged by the Producer to supervise or teach minors employed under this Agreement shall be subject to a background check (as described in 1.(d) above) as a condition of employment. (With respect to a Teacher-Welfare Worker who is on the Availability List or Dual Credential Substitute List established under the IATSE Local 884 Agreement, a Producer may rely on the background check administered by CSATF for placement on those Lists.)
- (c) Producer shall provide a ratio of not more than ten (10) minors per teacher, except that up to twenty (20) minors may be taught per teacher if the minors are in not more than two (2) grade levels.
- (d) A teacher may not serve more than one (1) production in any one (1) day, except in an emergency.
- (e) If the minor's regular instruction is primarily in a language other than English, teaching in that language will be provided whenever feasible.
- (f) On any day that the minor is not required to report to the set, the minor may attend their regular school, but Producer shall not count more than three (3) hours of the hours attended per day at the minor's regular school as school time for purposes of this Agreement. If the minor's parent or guardian does not choose to have the minor attend regular school on such day, Producer may elect to either teach the minor on the set or in the minor's home or in the home of the teacher employed by Producer, but only if there

are no other minors present in the home who are not also being taught by the teacher.

- (g) Producer agrees to provide a school facility, such as a schoolhouse, classroom, trailer schoolhouse or other schooling area, which closely approximates the basic requirements for classrooms, especially with respect to adequate lighting, heating, desks and chairs. Stationary buses or cars are not adequate school facilities unless used exclusively for the minors during instruction. A moving car or bus shall never be used as a school facility; minors must not be taught while being transported to or from local locations.
- (h) Producer shall provide schooling equipment and supplies. However, the minor's parent or guardian must, if permitted by the minor's regular school, secure school assignments and the minor's schoolbooks for use at the place of employment.
- (i) Whenever possible Producer shall provide internet access for minor performers for schoolwork.
- (j) No one shall be allowed in an area being utilized by Producer as a school facility except the teacher, those minors being taught, and production-related personnel with a need to enter the area.
- (k) The teacher shall determine the required number of hours to be devoted to instruction during a day, but the minor must be taught an average of at least three (3) hours per day, no period of less than twenty (20) minutes duration being acceptable as school time. The maximum number of hours that may be set aside for the minor's instruction in any one (1) day shall be as follows: for kindergarten, four (4) hours; for grades one (1) through six (6), five (5) hours; and for grades seven (7) through twelve (12), six (6) hours. (12) Producer shall require the teacher to prepare a written report for each minor covering attendance, grades, etc. These reports shall be given to the minor's parents or guardian to deliver to the minor's regular school at the end of each assignment or at such intervals as required by such school.

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

34. Amend Schedule A.I.FF.2.(d) to add a new Subsection (xi) as follows:

(xi) When a dancer is required to lip-synch while dancing, such performer shall receive compensation of an additional 25% of their applicable session fee for each such commercial.

35. Amend paragraph 1 of Schedule A.I.HH – Facilities as follows:

In accordance with the Americans with Disabilities Act, **at no less than the law requires as currently written**, all facilities under the control or used on behalf of Producer in connection with the casting or production of commercials including, but not limited to, dressing rooms, **holding areas**, studios, location sets, and lodging, shall provide reasonable accommodations for performers with disabilities. Such facilities, and access thereto, as well as transportation provided by Producer shall be suitable for the needs and requirements of any principal performer whether by reason of age or disability.

36. Change the title of Schedule A.I.KK to Deaf and Hard of Hearing and ~~Visually Impaired~~ **Blind or Low Vision** Principal Performers and amend Subsection 2 as follows:

2. With regard to performers who are blind or ~~visually impaired~~ **low vision**, Producer and such performers shall make mutually acceptable provisions to make the script available to the performer in advance of auditions.

37. Amend Schedule A to add a new Section LL – Intimacy Coordinator as follows:

LL. Intimacy Coordinator

Producer will use commercially reasonable efforts to engage an intimacy coordinator for scenes involving nudity (including pasties and genital socks), simulated sex acts, passionate kissing or partial nudity or partially nude (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing). Producer will also consider in good faith any request by a performer or a performer's representative to engage an intimacy coordinator for other scenes. Producer shall not retaliate against a performer for requesting an intimacy coordinator.

38. Amend Schedule B.II.C. – Professional Recognition – Preference of Employment – Principal Performers to add Austin, Texas as a preference zone as follows:

***Austin, Texas 100 miles from the center of the city**

39. Amend Schedule D.II.1.E. – Other Extra Zones to add Austin, Texas as an extra zone as follows:

***Austin, Texas 100 miles from the center of the city**

40. Amend paragraph 1 of Schedule D.II.2.B. – Crowd Work as follows:

Crowd work may be performed by persons who do not possess the required skill, training and experience of registered extra performers, under the conditions and restrictions hereinafter provided. Wherever Producer employs 45 or more registered extra performers for work in a particular commercial on a particular day, Producer may employ any number of nonregistered persons to perform crowd work. For purposes of this subsection, extra performers who work as stand-ins or photographic doubles, **and performances generated by digital replicas,** shall not be counted in determining whether 45 registered extra performers have been employed on a particular day.

41. Amend Schedule D.III.3. – Hiring of Extra Performers to add a new Subsection (E) and renumber the remaining subsections as follows:

When a Producer engages a casting company, Producer shall use commercially reasonable efforts to require such companies to comply with applicable laws regarding charging extra performers fees for accessing job listings or submitting for a role.

In the event an extra performer is asked to pay a fee to access casting materials or to upload a self-tape or otherwise make a submission including a resume and headshot for the role being cast, the extra performer or the Union should contact the casting director before paying the fee to obtain information on how to access the casting materials or submit for the role free of charge. Contact information for the casting director shall be included in the casting notice, breakdown or other information relating to the casting call.

In considering candidates for a role, Producer shall use commercially reasonable efforts to ensure that the casting director does not give preferential treatment to any extra performer on the basis of whether the extra performer has paid a subscription fee to a casting service to access casting materials or paid a fee to a casting service to submit for a role. Sorting submissions by alphabetical order or randomly shall satisfy the foregoing obligation to refrain from giving preferential treatment.

42. Amend Schedule D.III.3.F. – Calls to add new Subsections as follows:

(d) Upon booking, Producer shall provide, in writing, all extra performers an opportunity to request, in writing, accommodations for a disability consistent with legal and regulatory requirements. The JPC will cooperate with the Union in efforts to address any chronic violations of this requirement.

(e) Producer shall use commercially reasonable efforts to provide all extra performers their employment contract(s), including any riders or addenda, for review not less than 24 hours in advance of their call time.

(f) A stand-in extra performer may not be requested to work nude (including pasties and genital socks) or partially nude (e.g. shirtless or pantless, wearing a bathing suit, wearing only lingerie or undergarments, sheer or transparent clothing).

43. Amend Schedule D.III.3. – Hiring of Extra Performers to add new Subsection (K) as follows:

(K) Producer shall provide extra performers with information on how and to whom to report issues, or ask questions, relating to alleged discrimination, alleged harassment and the protection of minors. In addition, Producer shall include instructions for reporting violations of the policy (e.g., the Producer's reporting hotline) on call sheets and background vouchers, as well as on visible signage posted in production areas frequented by employees, when practicable."

44. Amend Schedule D.III.4. – Additional Services as follows:

No service of the extra performer is contracted for except as specified in this Schedule D. This Section is not intended to prevent an extra performer from contracting for services of a kind not covered by this Schedule D **(for example, translation, interpreting, and consulting (e.g., with respect to disabilities in connection with the Americans with Disabilities Act of 1990))** by individual contract at such rates of pay and under such conditions as Producer and the extra performer shall agree, subject only to the fact that it shall not be in conflict with this collective bargaining agreements of the Union.

45. Delete Schedule D.III.5. – Types of Use to remove 13-week rate and make all conforming changes.

46. Amend Schedule D.III.6.A. – Minimum Wage Rate Requirements for Extra Performers to delete columns "Initial 13-week use" and "Extended beyond 13 weeks."

47. Amend Schedule D.III.8.C. – Rest Period as follows:

An extra performer will have at least 5 minutes rest during each hour of actual rehearsal or shooting, but if the scene being rehearsed or shot be of a continuing nature, such rest period may be accumulated to be not less than 10 minutes during each 2 hours of such continuous rehearsal or shooting. **Producer shall provide reasonable break times for extra performers to express breast milk for their nursing child. Upon request, a place to pump must be provided, other than a bathroom, that is shielded from view and free from intrusion.**

48. Amend Schedule D.IV.10 – Payment Requirements to add new Subsection E as follows:

E. All allowances, adjustments, and fees shall be increased by the same percentage as any agreed-upon wage increase applicable to Section 20, Minimum Compensation, in this and future negotiations.

Note:

Schedule D.III.6.C. – Minimum Wage - Standard Opening and Closing

Schedule D.IV.17. E. – Wardrobe

Schedule D.IV.17.G (5) – Interviews

Schedule D.IV.17.I – Allowances

Schedule D.IV.17.J – Wet, Snow, Smoke and Dust Work (Natural or Artificial)

Schedule D.IV.17.K – Body Make-Up; Skull Cap; Hair Goods and Haircut

49. Amend the first paragraph of Section D.IV.11 – Liquidated Damages For Late Payment as follows:

A. In the event Producer fails to make timely payment, as herein provided, the following cumulative liquidated damage payments shall be due and payable to the performer for each day beginning with the day following the date of default: \$XX per day up to 25 days (excluding Saturdays, Sundays and holidays which Producer observes) up to a maximum of \$XX. ~~Thereafter, the liquidated damages shall cease unless either the Union or the performer shall give written notice to Producer of continued nonpayment. In the event such notice is given and full payment, including accrued liquidated damages, is not made within 15 working days thereafter,~~ Producer shall be liable for ~~an immediate additional liquidated damages payment of \$96.25 plus~~ further liquidated damage payments at the rate of \$XX per day ~~from the date of the receipt of notice of nonpayment,~~ which shall continue without limitation as to time until the delinquent payment together with all liquidated damages are fully paid. Such liquidated damages shall be in addition to any and all other remedies which the Union may have against Producer under this Schedule D.

50. Amend Schedule D.IV.17.E. – Wardrobe and Wardrobe Maintenance Allowance as follows:

1. An extra performer (including a hand model) who reports in and/or brings specified wardrobe as requested by the Producer, shall be entitled to a wardrobe maintenance allowance as follows:

Specified Wardrobe	\$XX per costume
Evening Wardrobe/Period (pre-1950) Wardrobe <u>(40 or more years)</u>	\$XX per costume

6. A cover-up, such as a bathrobe, shall be provided to an extra performer who is nude (including pasties and genital socks) or partially nude (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing) when the extra performer is on set and not engaged in rehearsing or shooting the scene, or, if practicable, when there is a pause in rehearsing or shooting.

51. Amend Schedule D.IV.17.G.6. – Interviews as follows

6. Extra performers who are required to and do report for an interview in evening wardrobe or ~~period (pre-1950) wardrobe~~ **period wardrobe (40 or more years)** shall be paid an additional \$XX and above the interview allowance.

52. Amend Schedule D.IV.17.K.3 – Body Make-Up; Skull Cap; Hair Goods, as modified by the 2022 MOA, as follows:

When an extra performer's hair (including sideburns) must be cut, advance notice must be given at the time of the booking. In no event may the extra performer's hair be cut earlier than 48 hours before the call. Producer will utilize only qualified hairdressers and stylists for cutting and styling an extra performer's hair. Producer will utilize only qualified hair stylists and makeup artists for cutting and styling a performer's hair and applying their makeup. Producer must provide qualified hair stylists and makeup artists and the appropriate products so that the needs of performers may be met. With respect to diverse hair and makeup, "qualified" means hair stylists with proven ability and experience styling a variety of textures and styles, (e.g. tight curls, curly, wavy, straight, tapered, braids, locks, twists, fades, locked hairstyles, etc.) and makeup artists who are experienced in working with diverse skin pigments and features. **Producer shall use commercially reasonable efforts to provide the contact information for the qualified hair stylist and/or make-up artist at the time of fitting or 24-hours prior to the first work day, whichever is earlier, in order to consult regarding any hair and/or makeup needs prior to commencing work.**

53. Amend Schedule D.IV.17.Q. – Dressing Rooms, Sanitary Provisions, Telephone Access to add new Subsection 10 as follows:

10. If outdoors, Producer shall be required to provide a tent over provided chairs and table as well as provide a ground covering.

54. Amend Schedule D.IV.17.R. – Employment of Minors as follows:

1. Guidelines

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

(a) Stet

(b) Stet

(c) **The Minor's education will not be neglected or hampered by their participation in such performance.**

(d) **A Producer may choose to require a background check as a condition of employment for any person working in close proximity to one or more minor(s), other than a minor who is that person's child/ward, employed under the Agreement. For purposes of this subparagraph (d), a background check refers to confirmation of the individual's identity, the individual's address history over a seven (7) year period, reportable criminal records (excluding arrests not leading to conviction unless the alleged violation involves a minor), whether the individual appears on any state or federal government sex-offender registry and when applicable, professional licenses and/or driving records from the appropriate issuing government agency. The background check will be conducted consistent with the requirements of state and federal law. The results of the background check shall only be provided to those with a need to know. Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, an extra performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents."**

It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the minor. As used in this Section R, the term "parent" shall be deemed to include "guardian."

2. Definition of a Minor

The term “minor” as used herein means any extra performer defined as a minor under the employment laws of the ~~S~~state governing their employment and in any event shall include any extra performer 17 ~~15~~ years of age or younger.

3. Stet

4. Stet

5. Supervision

(a) Stet

(b) Stet

(c) Stet

(d) Stet

(e) On days when the minor's regular school is in session, Producer must require the minor to report to the teacher immediately upon arrival at the place of employment. When school is in session, the teacher has primary responsibility for the education and supervision of the minor. Presence of the teacher does not relieve parents, however, of the responsibility of caring for their own children.

(f) When a parent is working at the minor's place of employment but not at the scene of employment, either the other parent or a guardian must be present with the minor.

(g) (formerly e) Stet

(h) (formerly f) Stet

(i) (formerly g) Stet

(j) (formerly h) Stet

6-11. Stet

12. Education

(a) When Producer employs extra performers of school age who are currently enrolled in an elementary or secondary school for a booking of 3 or more days on which school is otherwise in session, Producer

agrees to employ a teacher, from the first day of such employment, whenever the minor is engaged on any day during which the primary or secondary school regularly attended by the minor is in session. On any day a minor is employed but is not otherwise entitled to have a teacher, the minor shall nevertheless be taught if the primary or secondary school such minor regularly attends is in session and Producer has employed a teacher to instruct another extra performer engaged on the same production.

- (b) Producer shall provide a teacher/tutor who has current teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum. A copy of the teacher's/tutor's/welfare worker's current credentials and identification shall be provided to the parent/guardian by the Producer for inspection no later than twenty-four (24) hours prior to the minor extra performer's initial call. Subject to the limitations and requirements of the state in which production is taking place, a teacher/tutor/welfare worker (or other individual assigned to perform the same duties as a welfare worker, such as a child labor coordinator) who is engaged by the Producer to supervise or teach minors employed under this Agreement shall be subject to a background check (as described in 1.(d) above) as a condition of employment. (With respect to a Teacher-Welfare Worker who is on the Availability List or Dual Credential Substitute List established under the IATSE Local 884 Agreement, a Producer may rely on the background check administered by CSATF for placement on those Lists.)
- (c) Producer shall provide a ratio of not more than ten (10) minors per teacher, except that up to twenty (20) minors may be taught per teacher if the minors are in not more than two (2) grade levels.
- (d) A teacher may not serve more than one (1) production in any one (1) day, except in an emergency.
- (e) If the minor's regular instruction is primarily in a language other than English, teaching in that language will be provided whenever feasible.
- (f) On any day that the minor is not required to report to the set, the minor may attend their regular school, but Producer shall not count more than three (3) hours of the hours attended per day at the minor's regular school as school time for purposes of this Agreement. If the minor's parent or guardian does not choose to have the minor attend regular school on such day, Producer may elect to either teach the minor on the set or in the minor's home or in the home of the teacher employed by

Producer, but only if there are no other minors present in the home who are not also being taught by the teacher.

- (g) Producer agrees to provide a school facility, such as a schoolhouse, classroom, trailer schoolhouse or other schooling area, which closely approximates the basic requirements for classrooms, especially with respect to adequate lighting, heating, desks and chairs. Stationary buses or cars are not adequate school facilities unless used exclusively for the minors during instruction. A moving car or bus shall never be used as a school facility; minors must not be taught while being transported to or from local locations.
- (h) Producer shall provide schooling equipment and supplies. However, the minor's parent or guardian must, if permitted by the minor's regular school, secure school assignments and the minor's schoolbooks for use at the place of employment.
- (i) Whenever possible Producer shall provide internet access for minor extra performers for schoolwork.
- (j) No one shall be allowed in an area being utilized by Producer as a school facility except the teacher, those minors being taught, and production-related personnel with a need to enter the area.
- (k) The teacher shall determine the required number of hours to be devoted to instruction during a day, but the minor must be taught an average of at least three (3) hours per day, no period of less than twenty (20) minutes duration being acceptable as school time. The maximum number of hours that may be set aside for the minor's instruction in any one (1) day shall be as follows: for kindergarten, four (4) hours; for grades one (1) through six (6), five (5) hours; and for grades seven (7) through twelve (12), six (6) hours. (12) Producer shall require the teacher to prepare a written report for each minor covering attendance, grades, etc. These reports shall be given to the minor's parents or guardian to deliver to the minor's regular school at the end of each assignment or at such intervals as required by such school.

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

13 (formerly section 12). Stet

55. Add a new Section 20 to Schedule D.IV. titled Intimacy Coordinator as follows:

20. Intimacy Coordinator

Producer will use commercially reasonable efforts to engage an intimacy coordinator for scenes involving nudity (including pasties and genital socks), simulated sex acts, passionate kissing or partial nudity or partially nude (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing). Producer will also consider in good faith any request by an extra performer or an extra performer's representative to engage an intimacy coordinator for other scenes. Producer shall not retaliate against a performer for requesting an intimacy coordinator.

56. Amend Exhibit I – Commercial Contract Allocation Guidelines to add a new second paragraph as follows:

“Gross compensation,” as defined in Section 47.C., does not include publicist fees, hair stylist fees, makeup artist fees, and/or wardrobe stylist fees or fees paid by an employer directly to an agent where those amounts are specifically recited in the multi-service agreement. The foregoing should not be interpreted as reflecting any agreement or acquiescence by the Union to the practice of agents receiving payment from both performers and employers on the same engagement (“double dipping”) or other unlawful practices relating to the payment of commission by performers to their agents.

57. Amend Exhibit I – Commercial Contract Allocation Guidelines to add new Subsection G and renumber subsequent Subsections.

G. In lieu of any other allocations provided herein, 40% allocation for commercials used exclusively in Traditional Digital use categories.

58. Amend Appendix A.1. of the 2022 MOA to clarify that under the Linear and Linear+ Digital side of the Contract, holding fees shall be paid and may not be credited against use for Traditional Digital and/or Traditional Digital with Paid YouTube unless and until linear and/or streaming use is purchased.

59. Amend Appendix A.1.(a)(ii)(B) – Use of the 2022 MOA as follows:

(B) Each 4-week, 13-week, or 1-year cycle of use shall be paid as set forth below for each use type. All cycles may be used non-consecutively during the MPU, provided and for so long as Producer is paying holding fees to all principal performers in the commercial. **Provided the commercial is in an active use cycle, Producer may upgrade any lower use cycle, excluding Diginet cycles, to a longer use cycle by paying the difference between the lower use payment and**

the higher use cycle. The check for the payment of the difference required to upgrade to the longer cycle shall be dated and mailed before the last day of the shorter cycle.

60. Amend Appendix A.1.(a)(ii)(B)(1) – Traditional Digital of the 2022 MOA to codify the 2024 Low Budget Digital Waiver and extend the sunset through March 31, 2028.
61. Amend Appendix A.1.(a)(ii)(B)(1) and Appendix A.1.(b)(iv)(1) – Traditional Digital to create two categories of Traditional Digital use: 1) Traditional Digital with Paid YouTube, and 2) Traditional Digital (which shall include use on social media, brand websites, retailer websites, third-party websites, and all other types of use on YouTube, etc.). The rates for Traditional Digital with Paid YouTube will be 12% higher than Traditional Digital for the first two years of the Contract and 12.35% for the third year.

62. Amend Appendix A.1(a)(ii)(B)(3) – Streaming Platforms to increase all Streaming Platform rates to the rates set forth below (not subject to the wage increase):

- (a) 4 week – **\$1,1001,300**
- (b) 13 week – **\$2,5503,000**
- (c) 1 year – **\$7,50010,000**

63. Amend Appendix A.1.(a)(ii)(B)(5) – National Cable of the 2022 MOA to create a new cable use category titled “Single Cable Network.”

Single Cable Network excluding ESPN, TNT, TBS, USA, Fox News, Bravo, Food Network, HGTV, Hallmark Channel, TLC, NFL Network, Fox Sports 1, CNN, Discovery, and E! (not subject to the wage increase):

- (a) 4-week – \$801.12
- (b) 13-week – \$2,189.74
- (c) 1-year – \$7,210.12

64. Codify the 2022 National Cable Waiver by adding to the Local Cable provisions under the Contract and update the aggregate subscriber count and rates as follows (not subject to the wage increase):

Subscriber Counts 1,000,001 - 2,000,000

- (a) 4 week – \$600
- (b) 13 week – \$1,600
- (c) 1 year – \$6,000

Subscriber Counts 2,000,001 - 3,000,000

- (a) 4 week – \$900
- (b) 13 week – \$2,400
- (c) 1 year – \$9,000

65. Amend Appendix A.1.(a)(ii)(B)(7) – Wild Spot of the 2022 MOA to add Chicago as a major market as follows:

- (7) Wild Spot (including local cable simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):
 - (a) 4 week (all markets) – \$800
 - (b) 13 week (all markets) – \$2,000
 - (c) 13-week (excluding NY, **CHI**, and LA) – \$1,100
 - (d) 1 year (all markets) – \$7,200
 - (e) 1 year (excluding NY, **CHI**, and LA)– \$4,000

66. Amend Appendix C., Schedule A.I.I.1.w. – Auditions of the 2022 MOA to add new Subsection (iv) as follows:

(iv) For a self-tape, Producer or casting director may not request performer to take stills or video of full body slate in landscape.

67. Amend Appendix C., Schedule A.I.I.1. – Auditions of the 2022 MOA to add new Subsection (x) as follows:

(x) Self-tapes for dancers shall be subject to the following additional requirements:

The Producer shall supply any music or sound required for the self-tape.

The Producer shall supply specific choreography. The specific choreography:

(i) may not exceed four eight-beat counts;

(ii) must be capable of being performed in an indoor space no larger than 8 feet x 8 feet x 8 feet; and

(iii) must be solo performance (i.e., no two-person or multi-person dances)

68. Add the below as new Sections [XX] and [XX.1] to the SAG-AFTRA Commercials Contract (including in Section I, “Applicable Provisions” of Schedule D, “Extras”).¹

¹ This section shall apply to the creation of any Digital Replica and/or Synthetic Performer Alteration and to any use of Generative Artificial Intelligence as set forth in this [XX] as of the effective date of the 2025 SAG-AFTRA Commercials Contract regardless of when the performances that are altered, used as the basis for digital replication, or used as training data for Generative Artificial Intelligence were originally performed and/or recorded.

[XX]. DIGITAL REPLICATION AND ALTERATION

The parties acknowledge that Producers have historically used digital technologies to replicate or alter a performer's voice, likeness, and performance (e.g., CGI, motion capture processing, audio/visual effects ("VFX", and other digital technologies that may have components that use artificial intelligence), and including any future versions, updated generations, or subsequent iterations of the same historically-used digital technologies) during all stages of commercial production (e.g., storyboarding, pre-visualization, pre-production, production, post-production, distribution, etc.) and may continue to do so, consistent with historical practices. Except as explicitly set forth herein, it is understood that this Section XX does not expand or reduce any existing rights and obligations under the SAG-AFTRA Commercials Contract and/or Audio Commercials Contract (hereafter collectively, "Commercials Contracts"). This Section XX will apply only prospectively to existing agreements entered into prior to the Effective Date of the 2025 Commercials Contracts between Producers and Performers (defined below) with respect to the creation and/or use of a Digital Replica (defined below) and shall not be deemed to automatically modify the economic terms of such agreements. This Section XX will not modify any existing agreements that the Union has previously approved.

A. Definition of "Digital Replica": A "digital replica" is a computer program made in whole or in part using the voice, image and/or performance of a Principal Performer or Extra Performer (as such terms are defined in the Commercials Contracts and hereafter collectively, "Performer") that can independently generate new performances not previously rendered by Performer.

B. Scope: This Section XX will apply to any use of a Digital Replica in a covered commercial where such use would render the Performer a Principal Performer or an Extra Performer, regardless of whether the Digital Replica is based upon Performer's services rendered under the Commercials Contracts and regardless of whether the Digital Replica was created by Producer, subject to the applicable terms below.

C. Notice and Consent:

1. Timing:

If Producer wishes to record a performance covered under the Commercials Contracts to create a Digital Replica, Producer shall notify Performer and obtain their consent, using commercially reasonable efforts to do so at least 48 hours prior to such performance unless performer is engaged less than 48 hours prior to the performance, in which case Producer shall use commercially reasonable efforts to notify and obtain consent from the performer not less than 24 hours prior to the performance. In the event Producer first seeks consent from Performer at the time of the performance and Performer in good faith refuses such consent, Producer may terminate engagement of such Performer, who shall be paid for that day at the greater of their negotiated rate or applicable minimum. When known, the Producer shall indicate in any casting notice that a Digital Replica will be created.

a) If Producer wishes to create a Digital Replica using an existing performance created by Producer, Producer shall notify Performer and obtain their consent, using commercially reasonable efforts to do so at least 48 hours prior to the creation of the Digital Replica unless the Digital Replica is to be created in less than 48 hours, in which case Producer shall use commercially reasonable efforts to notify and obtain consent from Performer

not less than 24 hours prior to creation or use of the Digital Replica.

b) If Producer wishes to use an existing Digital Replica not created by Producer, or create a Digital Replica based upon performances not created by Producer, or create a Digital Replica based upon performances not created under the Commercials Contracts, Producer shall obtain Performer's consent prior to the creation or use of the Digital Replica, using commercially reasonable efforts to do so at least 48 hours prior to use or creation, unless the Digital Replica performance is to be created or used in less than 48 hours, in which case notice and consent must be obtained not less than 24 hours prior to use or creation. If, after commercially reasonable efforts, Producer cannot locate Performer in order to obtain consent, Producer may contact the Union, and the Union shall assist in locating the Performer or the Performer's authorized representative.

c) Producer may obtain Performer's consent to the use of a Digital Replica to generate performances in commercials for which Performer has not yet been engaged provided that: (i) the performance(s) to be generated are consented to in the reasonably specific description; and (ii) such commercials are for the same advertiser and product line and production commences within the maximum period of use ("MPU") of the original commercial for which Producer engaged performer. Each new commercial containing a performance generated by the Digital Replica shall be subject to the same maximum period of use as the original commercial for which Producer engaged performer but in no event less than six (6) months, except when performer was originally engaged under a multi-service agreement under Section 47.E of the Commercials Contract, in which case each new commercial containing a performance generated by the Digital Replica shall have its own, new, MPU.

d) Use of Performer's Digital Replica to generate a performance for a commercial for which Performer has not yet been engaged shall constitute an engagement of Performer for that commercial.

2. Requirements for Valid Consent: Except as provided in Section C.3 below, Producer must provide Performer with a reasonably specific description of the intended use of the Digital Replica in order to obtain valid consent. Performer's consent must also be clear and conspicuous, obtained either through the Digital Replica Rider appended to Performer's employment contract or in a separate writing that is signed by Performer. In the event that Producer wishes to use the Digital Replica in a commercial in a manner that goes beyond the reasonably specific description initially provided to Performer, Producer must obtain additional consent and provide a new reasonably specific description of the intended use. For clarity, Section 17 of the Commercials Contract, "Restrictions on Use of Commercials; Additional Services" shall apply to any use of the performance other than in commercials.

3. Circumstances Requiring Additional Consent: Unless consented to by Performer and explicitly included as part of a reasonably specific description, Producer may not use a Digital Replica to modify or create a performance that changes the Performer's physical traits (excluding, for example, adding a voice echo or sweetening), causes the performer to appear nude (including pasties and genital socks) or partially nude (*e.g.*, shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing), or that could be offensive to a reasonable person.

4. Deceased Performers: Any consent that Performer grants during their lifetime shall continue to be valid after Performer's death unless explicitly limited at the time the

consent was granted or by subsequent mutual agreement. In the event Performer is deceased (and Producer has not already obtained consent during Performer's lifetime or Performer's consent is no longer valid after death), Producer shall obtain the consent of the deceased Performer's authorized representative for this purpose (or the Union, if the deceased Performer's-authorized representative for this purpose cannot be identified or located).

5. Suspension of Consent: Any consent to use a Digital Replica to create new performances shall be deemed suspended for the duration of any strike of the Commercials Contract.

6. Copy of Commercials. Upon request, Producer must provide Performer with a copy of any commercial that contains a performance generated using their Digital Replica. If Producer provides a private link to the commercial, Performer cannot make a claim for unauthorized use after the expiration of the MPU based on availability of the commercial via the private link.

D. Payment and Terms:

1. Session Payments to Create a Digital Replica: Any time spent by Performer at Producer's instruction to create a Digital Replica shall be treated as work time.

2. Session Payments for Use of Digital Replica to Generate a Performance:

a) If Producer uses a Digital Replica to generate a performance that Performer would otherwise have performed in person, Performer shall be paid 1.5 scale session fees for each commercial in which a performance generated by a Digital Replica is used. One scale session fee may be applied to use fees.

b) For clarity, if the Digital Replica is utilized to generate a performance that would render a Performer engaged as an Extra Performer eligible for an upgrade to a Principal Performer, Performer shall be paid the additional scale session compensation necessary to meet the minimums applicable to that Principal Performer category.

c) For clarity, if the Digital Replica is utilized to generate a performance that would result in a downgrade or outgrade, Performer shall only be paid the scale session compensation required under Section 27, Downgrading and Outgrading.

d) No additional compensation shall be required if Performer's session compensation would have compensated for the in-person services that were replaced by the Digital Replica's performance (e.g., where Performer has a sufficient overscale guarantee that was negotiated to include the value of such in-person services or where the in-person services could have been rendered during a session(s) for which Performer was otherwise compensated).

3. Use and Holding Fees: Performer shall be paid for the use of a performance generated by a Digital Replica as if Performer had performed in person, including all holding and use fees at scale. For clarity, if the Digital Replica is used to generate a performance of a Performer engaged as an Extra Performer that would render them eligible to be upgraded to a Principal Performer had they rendered the performance generated by the Digital Replica in person, Performer shall be due use and holding fees at scale as though they had been originally engaged as a Principal Performer.

4. Applicable Terms: Requirements and obligations of the Commercials Contracts that by their nature are relevant to an in-person performance and a performance generated by a Digital Replica shall apply to the performance generated by a Digital Replica, including specifically those set forth below. Those requirements and obligations of the Commercials Contracts that apply to an in-person performance but are not relevant to a performance generated by a Digital Replica shall not apply (e.g., Working Conditions, Rest Periods, Contracts, Audition-related provisions, Travel provisions, and Conditions for the Employment of Minors).

a) In the event Performer's face does not remain in a performance generated by the Digital Replica, then consistent with Section 27 of the Commercials Contract, Downgrading and Outgrading, Performer may be downgraded.

b) A Digital Replica of Performer engaged as an Extra Performer may not be used to circumvent the requirements for crowd work under Schedule D, Section II, 2, Crowd Work, the terms of which shall apply equally to commercials that include a performance generated by a Digital Replica, to avoid the engagement of that Performer, or to avoid the payment of overtime compensation by intentionally substituting the performance generated by the Digital Replica to continue a work day.

5. Payments are Gross Compensation: All payments made in connection with the creation and/or use of a performance generated by a Digital Replica will be treated as gross compensation for all purposes including, but not limited to, contributions due under Section 47 – Contributions to Pension and Health Plans of the Commercials Contract.

6. Disposition of Digital Replica:

a) Protection of Digital Replica: Producer shall at all times limit access to a Digital Replica to persons with a legitimate business need for such access and use commercially reasonable efforts to protect the security of the Digital Replica to prevent unauthorized access, use or copying.

b) Retention of Digital Replica: Producer may retain the Digital Replica during the MPU of the commercial for which the Digital Replica was used to generate a performance. Producer may negotiate with Performer for consent, which must be in writing, to retain a Digital Replica after completion of the MPU of the last commercial(s) for which it was used. In the event that no commercial is in fact made that uses a performance generated by the Digital Replica, Producer may retain the Digital Replica for twenty-four (24) months following the date that Performer consented to the creation of the Digital Replica. Performer and Producer may thereafter agree to additional periods of retention of the Digital Replica, each of which shall be limited to not more than twenty-four (24) months from expiration of the prior consent period.

c) Transfer of Digital Replica: If Producer transfers rights to a Digital Replica that it is authorized to retain pursuant to subsection (b) above, then such transfer shall be noted on the Transfer of Rights Assumption Agreement required by Section 56 of the Commercials Contract.

7. Destruction of Digital Replica: If Producer has not obtained consent to retain a Digital Replica as set forth in subsection (b) above, then Producer shall permanently and irrevocably delete all copies of the Digital Replica and certify in writing to the Performer within ninety (90) days that such deletion has occurred. This provision shall not impact Producer's

ownership of commercials containing performances generated by the Digital Replica, and Producer is not required to destroy any commercials produced that contain performances generated by the Digital Replica.

E. Digital Replica Examples:

Creating the Digital Replica Using the Commercial Production Performance

Creative and Reasonably Specific Description

Producer engages Performer as an on-camera principal for one commercial advertising the brand's lighter yogurt. In addition, under XX.C.1.a, during the production, Producer wishes to create a Digital Replica of Performer using the on-camera principal performance. The Digital Replica will be used to generate a performance in a future commercial (that will commence production before the expiration of the MPU for the current commercial) for the brand's lighter yogurt in lieu of Performer rendering an in-person on-camera principal performance and to create a still image for a non-covered billboard.

The performance generated by the Digital Replica will show Performer floating through their house to the delight of their children (engaged as extras) thanks to advertiser's new lighter yogurt. Forty-eight (48) hours in advance of the performance, Producer provides Performer with the following reasonably specific description of this intended use:

“Performer agrees that Producer may create and use Performer's Digital Replica to generate a future performance in which Performer's character floats in order to represent the lightness of advertiser's yogurt.”

Explanation: A description is reasonably specific if it complies with Sections 9 and Sch.A.I.I.1(o) and conveys information consistent with what a performer would receive (including, for example, scripts and storyboards) at the time of casting and audition.

Consistent with XX.C.1.d., the Digital Replica Rider to Performer's Exhibit 1 contract for the on-camera principal performance includes the above reasonably specific description for the use of the Digital Replica to generate future performances in commercials for advertiser's lighter yogurt for which performer has not been engaged. Producer separately bargains for payment for the non-covered service/use for the still billboard.

Explanation: The language purporting to extend Performer's consent to the use of their Digital Replica to create the “floating performance” in future commercials for advertiser's yogurt is valid for new commercials the production of which commences during the MPU of the original commercial that Performer appeared in, and because the “floating performance” is within the reasonably specific description to which Performer agreed and the commercials are for the same advertiser and the same product line. Any use of the Digital Replica in a future commercial that is not consented to in the reasonably specific description would require additional consent based on a new reasonably specific description of the proposed use. For clarity, notice and consent are not required if a commercial that includes a performance generated by the Digital Replica is edited to create shorter/longer/same length (“S/L/S”) versions, permitted edits, paid edits, or addressable edits, provided any applicable S/L/S version fee(s), paid edit fee(s) or addressable edit fee is paid to Performer as required under Section 37. The consent to the use of the Digital

Replica to generate an image for a billboard is valid because it does not constitute use of the performance in a covered commercial.

Production Day, Session, and Use for In-Person Performance

Performer performs as an on-camera principal for one day for one commercial. That performance is used to create the Digital Replica without additional work by Performer. Performer is owed one session fee for the on-camera principal performance and on-camera principal use and holding fees when the commercial is used.

Using Digital Replica to Generate a Performance in a New Commercial

Producer later uses the Digital Replica to generate an on-camera principal performance in a new commercial for advertiser's lighter yogurt that commenced production prior to the expiration of the MPU for the original commercial for which Producer engaged Performer. The performance is consented to in the reasonably specific description previously agreed to by Performer.

Session, and Use for Performance Generated by Digital Replica

The Digital Replica generated a performance for one new commercial. Performer is due 1.5 session fees for using the Digital Replica to generate a performance in the new commercial. Performer is due on-camera principal use and holding fees for the new commercial. One session fee may be applied.

Explanation: Use of Performer's Digital Replica to generate the "floating performance" in new commercials will be treated as an engagement of the Performer for each of those commercials.

Creating the Digital Replica During the Commercial Production

Producer engages Performer as an on-camera principal for one commercial advertising the brand's lighter yogurt. In addition, under XX.C.1.a, during the production, Producer wishes to create a Digital Replica of Performer during a scanning session occurring on a separate day from the on-camera services. The Digital Replica will be used to generate a performance in a future commercial (that will commence production before the expiration of the MPU for the current commercial) for the brand's lighter yogurt in lieu of Performer rendering an in-person on-camera principal performance.

The performance generated by the Digital Replica will show Performer floating through their house to the delight of their children (engaged as extras) thanks to advertiser's new lighter yogurt. Forty-eight (48) hours in advance of the scanning session, Producer provides Performer with the following reasonably specific description of this intended use:

"Performer agrees that Producer may create and use Performer's Digital Replica to generate a future performance in which Performer's character floats in order to represent the lightness of advertiser's yogurt."

Consistent with XX.C.1.d., the Digital Replica Rider to Performer's Exhibit 1 contract for the on-camera principal performance includes the above reasonably specific description for the use of the Digital Replica to generate future performances in commercials for advertiser's lighter yogurt for which Performer has not been engaged.

Explanation: Performances that show Performer flying or riding a magic carpet or include other visual or aural elements that convey “floating,” “flying” or “lightness” are all within the reasonably specific description provided.

Production Day, Session, and Use for In-Person Performance

Performer performs as an on-camera principal for one day for one commercial and a separate day for the creation of the Digital Replica. Performer is owed one session fee for the on-camera principal performance, one session fee for the work performed on a separate day to create the Digital Replica, and on-camera principal use and holding fees when the commercial that includes their live performance is used.

Same fact pattern as above, except that instead of an Exhibit 1 with a Digital Replica Rider, Performer is engaged under an overscale guarantee with wages and fees credited at double scale. Producer should credit four session fees against Performer’s overscale guarantee: two for the scanning day and two for the regular filming day.

The foregoing is in addition to payments that may be due if a performance generated by a Digital Replica is used in a commercial (see below).

Session, and Use for Performance Generated by Digital Replica

The Digital Replica generated a performance for one new commercial. Performer is due 1.5 session fees for using the Digital Replica to generate a performance in the new commercial. Performer is due on-camera principal use and holding fees for the new commercial. One session fee may be applied.

Explanation: Use of Performer’s Digital Replica to generate the “floating” performance in new commercials is treated as an engagement of the Performer for each of those commercials.

Use of a Digital Replica for a Non-Air Demo

Producer creates a non-air demo for a new commercial for the brand’s lighter yogurt within the MPU of the original commercial and uses Performer’s Digital Replica to generate a voiceover performance for the non-air demo. Producer must obtain additional consent to a new reasonably specific description that discloses this intended use and pay performer 1.5 session fees per Section 19, Test Market and “Non-Air” Commercials for the use of the Digital Replica to generate the voiceover performance. All terms of Section 19 apply to the non-air demo created.

Explanation: The original reasonably specific description that Performer consented to was for an on-camera “floating” performance. Since the performance being generated is for a voiceover, Producer must provide a new reasonably specific description for Performer’s consent.

Using the Digital Replica to Make Changes

- Producer subsequently wishes to use the Digital Replica to change the color of Performer’s shirt, add an echo effect to Performer’s voice, and depict Performer holding a book. Producer may make these changes without further consent or compensation because they do not change the Performer’s physical traits, do not cause the Performer to appear nude

or partially nude, are not offensive to a reasonable person, and are changes that could be accomplished with traditional editing techniques.

- Producer subsequently wishes to use the Digital Replica to change the color of Performer's hair and eyes and alter their voice to give them a different accent. Producer may not make any of these changes without further consent because they modify Performer's physical traits.
- Now assume that Producer engaged Performer and obtained their consent to create a Digital Replica of them without providing a reasonably specific description of the intended use. Producer may use the Digital Replica to change the color of Performer's shirt and add an echo effect to Performer's voice because these changes can be achieved using traditional editing techniques, do not change the Performer's physical traits, do not cause the Performer to appear nude or partially nude, and are not offensive to reasonable person. These changes are permitted edits. Producer will not be able to use the Digital Replica to cause the Performer to float unless it first obtains additional consent from Performer based upon a reasonably specific description that describes that intended use.

Using a Digital Replica to Generate an Upgraded Performance

Producer now wishes to create an unpermitted edit, resulting in a new commercial. Producer uses the performance of one of the child performers who was engaged as an extra for one day to portray one of the delighted children in the lighter yogurt commercial to create a Digital Replica of the child.

Producer must now provide a reasonably specific description and obtain the consent of the child Performer's parent or authorized representative to create and use the Digital Replica.

In the new commercial, the delighted child will begin to float towards the original Performer because the child, too, has eaten the yogurt, which can now be seen in their hand. The new commercial is produced within the MPU of the first commercial that contained the original Performer's "floating performance." Therefore, no further consent is required from the Performer. The new commercial will be subject to the MPU of the first commercial but in no event less than six (6) months.

In connection with the creation of the new commercial, in which the Digital Replica is used to generate an on-camera principal performance of the child Performer, Producer must pay the child 1.5 principal session fees, one of which may be applied, and on-camera principal use and holding fees for the new commercial that includes the on-camera principal performance generated by their Digital Replica.

Using a Digital Replica to Generate a Performance by a Deceased Performer

Performer is now deceased. Producer wishes to use Performer's Digital Replica (the consent for the creation of which was obtained during the production of the original commercial) to portray the Performer's character in two additional commercials, both of which are produced during the MPU of the original commercial made with the Performer's "floating performance."

The first new commercial uses the Performer's Digital Replica to generate a performance of Performer riding on a magic carpet instead of floating unassisted. No new consent is needed for

this new commercial because the generated performance falls within the reasonably specific description that Performer agreed to while alive and does not change the Performer’s physical traits, cause them to appear nude or partially nude, and is not offensive to a reasonable person.

The performance generated for the second new commercial shows Performer on top of a mountain meditating. The performance generated for the second commercial is not within the reasonably specific description to which Performer originally agreed. Producer must, therefore, obtain the consent of Performer’s authorized representative for this purpose (e.g., their estate, an heir or beneficiary, a licensing company that holds their rights). Producer shall pay Performer’s estate 1.5 on-camera principal session fees for the use of the Digital Replica to generate the performance in the new commercial, one of which may be applied, and on-camera principal use and holding fees.

[XX.1.] GENERATIVE ARTIFICIAL INTELLIGENCE

The parties acknowledge that for the purpose of the Commercials Contracts, Generative Artificial Intelligence (“GAI”) 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, Sora, Veo, ElevenLabs). GAI does not include “traditional AI” technologies programmed to perform specific functions (e.g., CGI and VFX), such as those already used during all stages of commercial production (e.g., pre-visualization, pre-production, production, post-production, editing, distribution, marketing).

A. Use of Synthetic Performers Created Through Generative Artificial Intelligence:

1. **Definition:** A “Synthetic Performer” is a digitally-created asset that: (1) is intended to and does create, the clear impression that the asset is a human performer that Producer knows or should know is not recognizable as an identifiable human performer; (2) is not voiced by a human performer; and (3) is not a Digital Replica (as defined in Section [XX] above). The parties acknowledge that the term “Performer” as used in the Commercials Contracts, including “Principal Performers,” “Extra Performers”—refers and has always referred only to humans.

2. **Payment:** The parties acknowledge the importance of human performance in commercials. Producer shall not use a Synthetic Performer primarily or materially for reasons of economy or economic advantages in the engagement of performers. In the event Producer violates the foregoing sentence, Producer shall pay the economic equivalent of what a human performer would have been paid to perform in the Synthetic Performer role (including session, holding and use) as a contribution to the SAG-AFTRA Health Plan and SAG Pension Plan or AFTRA Retirement Fund, as applicable. Producer will pay the following based upon the performer category in which the Synthetic Performer is used:

a) Except as set forth in (b) below, Synthetic Performers may only be used in commercials that also include human principal Performers engaged under the Commercials Contracts. Where a Synthetic Performer is used in a commercial that includes the on-camera principal performance of at least one (1) human, the following applies: Producer shall, within thirty (30) days of the first air date of the commercial, pay 1.5 session fees and contributions under Section 47 – Contributions to Pension and Health Plans of the Commercials Contract based upon the 1.5 session fees and, where applicable based upon performer category, scale use and holding fees that would have been due to a human performer rendering the performance. The Plans shall

notify the union at commercialreporting@sagaftra.org of the use of the Synthetic Performer and report the role and commercial in which the Synthetic Performer was used and the amount of the payment made to the benefit plans for such use.

b) Where a commercial is produced using exclusively Synthetic Performers, Producer and SAG-AFTRA shall (in consultation with the JPC when Producer is an authorizer) negotiate in good faith regarding the amount of the contribution, if any, payable under Section 47 – Contributions to Pension and Health Plans of the Commercials Contract.

3. Consent for Prompting: If Producer intends to and does create a Synthetic Performer through the use of the name of an identified Performer(s) or through the use of any image, photograph, or recording of the Performer in the prompt to a GAI system, Producer shall obtain such Performer's consent and bargain with such Performer for payment at no less than the minimum session fee then in effect under the Commercials Contracts for the use of the Synthetic Performer in the commercial and no additional discussion with the Union, consideration, or remuneration is required under this Section [XX.1].

4. Training Data: Producer may not use or authorize any other party to use the results and proceeds of services rendered under the Commercials Contracts to train GAI systems without consent of the Union. The foregoing shall not limit the ability of Producers to transfer rights to commercials consistently with Section 56 of the Commercials Contract. Once transferred, Transferor is no longer responsible for compliance with the terms of this Section XX.1 with respect to the transferred commercials.

5. Meetings: The Industry Union Standing Committee shall meet during the term of the Contract to discuss and review information related to use and intended use of GAI in commercial production.

The Joint Policy Committee, LLC



Stacy K. Marcus
Chief Negotiator

Date: May 8, 2025

SAG-AFTRA



Duncan Crabtree-Ireland
National Executive Director

Date: May 8, 2025