

September 25, 2023

**MEMORANDUM OF AGREEMENT FOR THE
2023 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT**

This Memorandum of Agreement (“this Agreement”) is entered into between the Writers Guild of America, West, Inc. and the Writers Guild of America, East, Inc. (collectively “WGA” or “the Guild”), on the one hand, and the Alliance of Motion Picture and Television Producers, Inc. (“AMPTP”), on behalf of the Companies listed in the attached Exhibit “A,” and American Broadcasting Companies, Inc., an indirect wholly-owned subsidiary of ABC, Inc., CBS Broadcasting Inc., and NBCUniversal Media, LLC and Universal Television LLC (“the Networks”), on the other hand.

The provisions of the 2020 WGA – AMPTP Theatrical and Television Basic Agreement (“the 2020 WGA – AMPTP MBA”) (including all sideletters), as amended by this Memorandum of Agreement and subject to conforming changes, and as such provisions may be amended pursuant to Article 62, “Contract Adjustment Committee” thereof, shall together constitute and be known as the “2023 Writers Guild of America – Alliance of Motion Picture and Television Producers Theatrical and Television Basic Agreement” or “the 2023 WGA – AMPTP MBA.” The provisions of the 2020 WGA – Network Theatrical and Television Basic Agreement (“the 2020 WGA – Network MBA”) (including all sideletters), as amended by this Memorandum of Agreement and subject to conforming changes, and as such provisions may be amended pursuant to Article 62, “Contract Adjustment Committee” thereof, shall together constitute and be known as the “2023 Writers Guild of America – Network Theatrical and Television Basic Agreement” or the “2023 WGA – Network MBA.” The terms of this Agreement shall prevail over any inconsistent terms of the 2020 WGA – AMPTP MBA or the 2020 WGA – Network MBA. Contract language in this Agreement is indicated by quotation marks or by a notation that the provision is written in contract language.

The terms and conditions set forth in this Memorandum of Agreement shall be effective as of September 25, 2023 (except when another effective date is specified), provided that the memberships of both WGA, West, Inc. and WGA, East, Inc. ratify this agreement no later than October 12, 2023.

1. Term of Agreement (WGA Proposal No. 36)

Three-year term: September 25, 2023 to May 1, 2026.

The term of the 2023 MBA shall commence on September 25, 2023 and shall continue to and including May 1, 2026.

Revise Article 2 to read as follows:

“ARTICLE 2 - TERM AND EFFECTIVE DATE OF AGREEMENT

“A. GENERAL

- “1. The term of this Basic Agreement shall commence on ~~May 2, 2020~~ September 25, 2023 and shall continue to and include May 1, ~~2023~~2026.
- “2. With respect to all employment agreements with writers in effect on ~~May 2, 2020~~ September 25, 2023, the terms of this Basic Agreement relating to minimum compensation and to rights in material shall apply only to services performed and literary material written under such employment contracts where the date of actual employment (*i.e.*, the commitment date) was on or after ~~May 2, 2020~~ September 25, 2023, except as specifically otherwise provided herein in Article 2, Section B. or Section C.
- “3. With respect to literary material licensed or acquired from professional writers (as described herein), the terms of this Basic Agreement relating to minimum compensation and rights in material shall apply only to unpublished and unexploited literary material licensed or acquired from such professional writers on or after ~~May 2, 2020~~ September 25, 2023. Options of unpublished and unexploited literary material obtained from professional writers on or after ~~May 2, 2020~~ September 25, 2023 shall be subject only to the provisions of this Basic Agreement relating to options (*i.e.*, third paragraph of Article 13.A., Article 13.B.1.a., Article 16.A.3.d. and Article 16.B.3.i.), and then only to the extent applicable. Disputes relating to the options provisions listed in the preceding sentence shall be subject to grievance and arbitration as provided in Articles 10, 11 and 12 of this Agreement.
- “4. Company or Guild may, by written notice to the other served not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Basic Agreement, signify its desire to negotiate a new collective bargaining agreement which shall become effective upon a date determined by mutual agreement between the Company and the Guild. Such notice shall set forth in detail the proposals or recommendations of the party serving such notice. If such notice is served, the parties agree to commence negotiations covering the proposals or recommendations in the notice, and the proposals and recommendations of the party receiving such notice, within thirty (30) days after the receipt of such notice and to continue such negotiations diligently and in good faith. It is understood

and agreed that the existing Basic Agreement shall continue in full force and effect until the termination date above provided.

“5. [Deleted]

“6. [Appeared as Article 2.A.5. in predecessor Basic Agreements.] Nothing herein contained shall be deemed to modify or affect the terms or conditions of any existing contract which are more favorable to the writer than the terms and conditions of this Basic Agreement.

“B. THEATRICAL

“1. With respect to all theatrical employment agreements with writers under term or deal contracts which were in effect on ~~May 2, 2020~~ September 25, 2023, the new minimum compensations, conditions and Theatrical Schedule A as herein contained shall not in any manner be applicable for the period prior to, nor effective until:

“a. in the case of a term contract, the effective date of the exercise of the next option which occurs after ~~May 2, 2020~~ September 25, 2023, for the renewal of the employment period, or six (6) months after the effective date of the commencement of the current employment period, whichever occurs first, but in no event prior to ~~May 2, 2020~~ September 25, 2023.

“b. in the case of a deal contract, the effective date of the next step of such deal contract which commences after ~~May 2, 2020~~ September 25, 2023.

“2. Any contractual obligation by Company, in effect on December 12, 1966, to give credit for source material or story in connection with a photoplay; shall not in any manner be affected by the provisions of Theatrical Schedule A contained herein.

“C. TELEVISION

“1. With respect to television employment agreements with writers on a term or week-to-week contract basis in effect on ~~May 2, 2020~~ September 25, 2023, the terms of this Basic Agreement relating to rights in material shall apply only to literary material written pursuant to assignments made on or after ~~May 2, 2020~~ September 25, 2023.

“2. Notwithstanding any other provisions of this Article, the terms of this Basic Agreement relating to rights in material shall not apply to literary material written pursuant to any agreement in effect on ~~May 2, 2020~~ September 25, 2023 if the granting or reserving of such rights, as herein provided, would conflict with any contractual obligation of the Company to any third party entered into prior to the effective date of this Basic Agreement; provided that the Company does not have a right to require the removal or elimination of the conflict created by such contractual obligation to the third party.”

Make conforming changes as needed.

2. Minimums (WGA Proposal No. 1)

- a. Subject to Item 3 below (Diversion to Pension Plan or Health Fund), the minimum rates listed in this subparagraph “a.” below shall be increased in each year of the 2023 MBA on a compounded basis, as follows:
 - i. **Five percent (5%)** effective September 25, 2023 by the memberships of WGA West, Inc. and WGA East, Inc.;
 - ii. **Four percent (4%)** effective May 2, 2024; and
 - iii. **Three and one-half percent (3.5%)** effective May 2, 2025.

ARTICLE 13

- 13.A.1.a. Flat Deal Screen Minimums
- 13.A.2. Narration - Rate Schedule A
- 13.A.10. Week-to-Week, Term, Flat Deal
- 13.A.15. Minimum Weekly Compensation (Week-to-Week or Term Contracts)
- 13.B.7.a. Story Minimums - Other Than Network Prime Time or Serials Covered by Article 13.B.7.e.(1) or e.(3)
- 13.B.7.b. Teleplay Minimums - Other Than Network Prime Time or Serials Covered by Article 13.B.7.e.(1) or e.(3)

- 13.B.7.c. Story and Teleplay - Other Than Network Prime Time or Serials Covered by Article 13.B.7.e.(1) or e.(3)
- 13.B.7.d.(1) Story Minimums – Network Prime Time
- 13.B.7.d.(2) Teleplay Minimums - Network Prime Time
- 13.B.7.d.(3) Story and Teleplay Minimums - Network Prime Time
- 13.B.7.e.(3) Serial Rates - Prime Time
- 13.B.7.g. Plot Outline - Narrative Synopsis of Story Minimums
- 13.B.7.h.(1) Rewrite Minimums
- 13.B.7.h.(2) Polish Minimums
- 13.B.7.m.(1) Format Minimums
- 13.B.7.m.(2) Bible Minimums
- 13.B.7.m.(3) Rewrite or Polish of Format or Bible
- 13.B.7.n. Narration Rate Schedules A, B, C
- 13.B.7.p. Non-Commercial Openings and Closings
- 13.B.7.s.(2) Week-to-Week and Term Employment

ARTICLE 14

- 14.G. Program Fees
- 14.K.1. Minimum Compensation – Rate Per Week (except as provided in Item 9 below for certain Article 14 writers other than story editors/executive story editors)

ARTICLE 15

- 15.B.14.a.(1) and (2) Additional Compensation for Certain Use of Material to Which Separated Rights Do Not Apply

- 15.B.14.c. Additional Compensation for Certain Use of Material to Which Separated Rights Do Not Apply - Radio
- 15.B.14.h.(1),
(2) and (3.2) Character Payments
- 15.B.14.l.(1)
and (2) Teleplay as Basis of Pilot

ARTICLE 16

- 16.A.5.c.
1st paragraph Sequel Payments for Programs Other than Programs Made Principally for the Videodisc/Videocassette Market
- 16.B.2.a. Sequel Payments

APPENDIX A

- 13.B.2.a. Comedy-Variety -- Per Program Minimum Compensation
- 13.B.2.b.(1) Comedy-Variety Programs -- Minimum Variety Show Commitment
- 13.B.2.b.(3) Comedy-Variety Programs - Aggregate Minimum Compensation Per Weekly Unit of Five Programs
- 13.B.2.g. Comedy-Variety Programs -- Pre-Production Periods
- 13.B.3. Comedy-Variety Programs -- Self-Contained Portions of Programs
- 13.B.4.a. and b. Quiz and Audience Participation Programs
- 13.B.6.a.(1)(a) Once Per Week or Less, Non-Dramatic Programs
- 13.B.6.a.(1)(b)(i) Minimum Series Commitment
- 13.B.6.b.(1)(a),
13.B.6.b.(1)(c) Non-Dramatic Strip Programs
- 13.B.7.d.(2) Assigned Outlines

- 13.B.8.b.(1) Documentary Programs - Story and Telescript
- 13.B.8.b.(2) Documentary Programs - Story Only
- 13.B.8.b.(3) Documentary Programs - Telescript Only
- 13.B.8.c.(1) Narrative Synopsis of Story
- 13.B.8.d. Rewrite or Polish Minimum Compensation

APPENDIX B

- Paragraph D.3.a.(1) Residuals for use in pay television and/or videodisc/videocassette markets of a covered dramatic program of a type generally produced for prime time network television that is produced principally for pay television or a covered comedy-variety program as defined in Article 1.C.22. of Appendix A.

APPENDIX C

- Paragraph 2.b.(1) Made For Basic Cable One-Hour High Budget Dramatic Programs or Series In Their Second or Subsequent Season

SIDELETTER ON LITERARY MATERIAL WRITTEN FOR PROGRAMS MADE FOR NEW MEDIA

- Paragraph 3.b.(5)(c) Sequel Payments for “Original New Media Productions”
- Para. 4.c.(1) Initial Compensation for High Budget SVOD Programs intended for initial exhibition on a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada (except as provided in Item 20 below for certain High Budget SVOD Programs 96 minutes or more in length)
- Para. 4.c.(2) Initial Compensation for High Budget SVOD Programs intended for initial exhibition on a subscription consumer pay new media platform with fewer than 20 million subscribers in the United States and Canada.

- b. Subject to Item 3 below (Diversion to Pension Plan or Health Fund), the minimum rates for daytime serials (Appendix A, Article 13.B.5.a.(1), (2), (5) and

(8) and Article 16.B.2.a.(5)) shall be increased on a compounded basis, as follows:

- i. Three and one-half percent (3.5%) effective the first Sunday following the AMPTP’s receipt of notice of ratification by the memberships of WGA West, Inc. and WGA East, Inc.;
 - ii. Three percent (3%) effective May 2, 2024; and
 - iii. Three percent (3%) effective May 2, 2025.
- c. Subject to Item 3 below (Diversion to Pension Plan or Health Fund), the minimum rates for news programs (Appendix A, Article 13.B.8.b.(4)) shall be increased on a compounded basis, as follows:
- i. Three percent (3%) effective the first Sunday following the AMPTP’s receipt of notice of ratification by the memberships of WGA West, Inc. and WGA East, Inc.;
 - ii. Three percent (3%) effective May 2, 2024; and
 - iii. Three percent (3%) effective May 2, 2025.
- d. The “up to two minute” rates for Derivative New Media Programs in Paragraph 2.a. of the Sideletter on Literary Material Written for Programs Made for New Media shall be increased by two percent (2%) effective the first Sunday following the AMPTP’s receipt of notice of ratification by the memberships of WGA West, Inc. and WGA East, Inc., as follows:

| | |
|--|--|
| | <i>[First Sunday following the AMPTP’s receipt of notice of ratification] - 5/01/26</i> |
| New Media Productions Derivative of Dramatic Programs (other than Daytime Serials) | \$874 for programs up to two minutes in length, plus \$429 for each minute or portion thereof in excess of two minutes |
| New Media Productions Derivative of Comedy-Variety Programs and Daytime Serials | \$510 for programs up to two minutes in length, plus \$250 for each minute or portion thereof in excess of two minutes |

| | |
|---|--|
| All Other Types of Derivative New Media Productions | \$439 for programs up to two minutes in length, plus \$215 for each minute or portion thereof in excess of two minutes |
|---|--|

In addition, add the following sentence to the end of Paragraph 2.a. of the Sideletter on Literary Material Written for Programs Made for New Media:

“In no event shall the minimum initial compensation for a Derivative New Media Production exceed the initial compensation due for the same program if produced for free television.”

- e. The residual bases in Article 15.B.1.b.(2)(c) for reruns in network non-prime time, syndication and basic cable (as set forth in Article 15.B.1.b.(3)(a)) shall be increased by:
 - i. Three percent (3%) effective the first Sunday following the AMPTP’s receipt of notice of ratification by the memberships of WGA West, Inc. and WGA East, Inc.;
 - ii. Three percent (3%) effective May 2, 2024; and
 - iii. Three percent (3%) effective May 2, 2025.
- f. The rates for network prime time reruns (Article 15.B.1.b.(2)(a)) shall be increased by two percent (2%) effective May 2, 2024.
- g. The residual bases for High Budget SVOD Programs shall be increased as provided below in Item 20.
- h. The rates for excerpt payments (Article 15.A.3.j., Article 15.B.10.c., d. and dd., Article 15.B.13.j. and Appendix A, Article 15.B.3.b.) shall be increased by five percent (5%) effective May 2, 2024.
- i. The rates for Sequel Payments for Programs Made Principally for the Videodisc/Videocassette Market (Article 16.A.5.c., 2nd para.) shall remain the same as those in effect on May 1, 2023.
- j. Publication Fee (Article 16.A.10.). The Article 16.A.10. publication fee shall remain the same as that in effect on May 1, 2023.
- k. Upset Price (Article 16.B.5.). The upset price figures in Article 16.B.5. shall be increased by two percent (2%) effective May 2, 2024.
- l. Article 25. The rate in Article 25 shall increase in the same manner as in the 2020 MBA.

3. **Diversion to Pension Plan or Health Fund(WGA Proposal No. 20)**

Add the following footnote (or references thereto) to the contribution rates set forth in Article 17.B.1. and Article 17.C.1. to provide that the Guild has the right, as of May 2, 2024, to divert up to one-half of one percent (0.5%) from certain salary minimums and a further right, as of May 2, 2025, to divert up to an additional one-half of one percent (0.5%) from certain salary minimums to increase the contribution rates to the Pension Plan or Health Fund. Any pension contribution rate increases as a result of such diversion(s) shall be decoupled from benefits. (Make conforming changes, including adding footnotes to the applicable salary rate minimums that reference that they are subject to the diversion in the second and third years of the Agreement.)

“During the 2023 negotiations, the parties agreed that the Guild shall have the authority, in its sole discretion, to elect to increase either the pension contribution rate in Article 17.B.1. or the health contribution rate in Article 17.C.1. by up to one-half percent (0.5%) in each of the second and third years of the 2023 Basic Agreement (i.e., effective May 2, 2024 and May 2, 2025, respectively) as provided herein. Should the Guild elect to increase the pension or health contribution rates for the second year and/or third year, the increases in minimum salary rates (other than the minimum salary rates for Derivative New Media Productions in Paragraph 2.a. of the Sideletter on Literary Material Written for Programs Made for New Media) shall be reduced by one-half percent (0.5%) for the period May 2, 2024 through May 1, 2025 and/or the period May 2, 2025 through May 1, 2026, respectively. If the Guild elects to divert increases as provided herein, it shall provide the AMPTP, the Networks and the Company with advance notice of its election at least six (6) months prior to the first day in the period in which the increases to the pension and/or health contributions rates are to take effect. To the extent the WGA elects to allocate any increases to the pension contribution rate, the increase shall be decoupled from benefits.”

4. **Increase Health Fund Contribution Rate by 0.5% Effective May 2, 2024 (WGA Proposal No. 37)**

Modify Article 17.C.1. as follows (contract language is in quotes, new text is underlined and deletions are lined through):

“C. HEALTH FUND

“The health fund, established and known as the "Writers Guild-Industry Health Fund," is funded and administered as follows:

- “1. Company agrees to contribute to the Health Fund amounts equal in the aggregate to eleven and one-half percent (11.5%) (twelve percent (12%) effective May 2, 2024)¹ of all “gross compensation” earned and paid or due to writers for all services covered by and subject to this Agreement

¹ [See Item 3 above.]

performed on or after the effective date hereof, in an employment capacity (to which employment the provisions of this Basic Agreement apply).

“In connection with the purchase of literary material from a professional writer, if the Company also employs the writer under this Basic Agreement for at least one rewrite or polish (as required in Articles 16.A.3.c. and 16.B.3.h., or otherwise), the Company shall contribute to the Health Fund for such rewrite or polish an amount equal to eleven and one-half percent (11.5%) (twelve percent (12%) effective May 2, 2024)² of the sum of the purchase price, up to the [Internal Revenue Code] Section 401(a)(17) limit, plus the amount paid for such rewrite or polish, but in no event shall the Company be required to make such contributions on sums in excess of the ceiling set forth in Article 17.B.1.e. or this Article 17.C.1.”

Make conforming changes as needed.

5. Pension Plan and Health Fund Contribution Caps Apply to Individual Writers on Teams (WGA Proposal No. 19)

Modify Articles 17.B.1. and 17.C.1. to apply Pension Plan and Health Fund contribution caps for scripts and weeklies for writers on teams, as follows (contract language is in quotes, new text is underlined and deletions are lined through):

“B. PENSION PLAN

“The Pension Plan, established and known as the “Producer-Writers Guild of America Pension Plan,” is funded and administered as follows:

* * *

“Notwithstanding other provisions of this Basic Agreement in which writing teams are treated as a “single writer” for the purposes of Article 17, each individual in a writing team shall receive contributions up to 100% of the ceiling as if he or she is a sole writer. In addition, each individual on a writing team of two (2) or three (3) employed pursuant to Article 13.A.15., Article 13.B.7.s. or Article 14.K. shall receive contributions on no less than the full weekly minimum but in no event more than the ceilings set forth in subparagraph e. below.

“The term “gross compensation,” as used herein, shall include amounts paid to an employee as compensation with respect to such services as a writer ... but shall not include:

² [See Item 3 above.]

“a. Compensation in excess of \$225,000 for each writer, regardless of whether that writer is part of a writing team or \$450,000 in the case of a team of three (3) writers, in connection with any single theatrical motion picture; it being understood that any percentage shall be paid only on the first \$225,000 for each writer, regardless of whether that writer is part of a writing team, of a writer's gross compensation, or the first \$450,000 in the case of a team of three (3) writers, in connection with any such motion picture.¹²

* * *

“e. In connection with any television motion picture, gross compensation in excess of the greater of the following: (1) the aggregate of two and one-half (2½) times the applicable minimum initial compensation for each writer, regardless of whether that writer is part of a team (at one hundred fifty percent (150%) or two hundred percent (200%), whichever is applicable for a team of three (3) writers) under this Basic Agreement; or (2) the initial compensation agreed upon in the individual employment contract; provided, however, in no event will compensation in excess of one hundred seventy thousand dollars (\$170,000) for each writer, regardless of whether that writer is part of a team, or in excess of three hundred forty thousand dollars (\$340,000) in the case of a team of three (3) writers, be included in gross compensation with respect to pilots thirty (30) minutes or less in length; and, provided further, in no event will compensation in excess of two hundred twenty-five thousand dollars (\$225,000) for each writer, regardless of whether that writer is part of a team, or in excess of four hundred fifty thousand dollars (\$450,000) in the case of a team of (3) writers, be included in gross compensation with respect to a pilot more than thirty (30) minutes in length or with respect to non-episodic, non-serial television motion pictures or multi-part, closed-end series, which motion pictures or series are 120 minutes or more in length; and, provided further, in no event will compensation in excess of three hundred fifty thousand dollars (\$350,000) per Company per calendar year for each writer, regardless of whether that writer is part of a team, or in excess of seven hundred thousand dollars (\$700,000) per Company per calendar year in the case of a team of three (3) writers, be included in gross compensation with respect to serials covered under Article 13.B.5 of Appendix A.¹³

¹²For Health Fund ceilings, See Article 17.C.1.

¹³For Health Fund ceilings, see Article 17.C.1.

* * *

“C. HEALTH FUND

* * *

“Such amounts shall be contributed as and when the compensation is paid to the writer. The term “gross compensation” is used in Article 17.C. as defined in Article 17.B. and is subject to the same ceilings and exceptions provided for in said Article 17.B., except that for purposes of Health Fund contribution ceilings, “gross compensation” shall not include compensation in excess of \$250,000 for each writer, regardless of whether that writer is part of a team, ~~or \$500,000 in the case of a team of three (3) writers~~, in connection with any single theatrical motion picture or non-episodic, non-serial television motion pictures or multi-part closed-end series, which motion pictures or series are 120 minutes or more in length; it being understood that any percentage for Health Fund contributions shall be paid only on the first \$250,000 for each writer, regardless of whether that writer is part of a team, ~~of a writer’s gross compensation, or the first \$500,000 in the case of a team of three (3) writers~~, in connection with any such motion picture.”

Make conforming changes as needed.

6. Guaranteed Second Step for Theatrical Screenplays for Writers Paid 200% or Less of Minimum (WGA Proposal No. 3)

Add a new Article 13.A.1.c. to provide for a guaranteed second step for theatrical screenplays, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“c. When a Company employs a writer to write the first draft of a screenplay (including or excluding treatment), or purchases a screenplay from a professional writer (other than a screenplay subject to Article 16.A.3.c.) at two hundred percent (200%) or less of the applicable minimum compensation for the screenplay as provided in Article 13.A.1.a.(1) or (2) (including the amount set forth in Article 13.A.1.a.(9), if applicable), the Company shall be required to employ the writer to write a rewrite at no less than the applicable minimum compensation as provided in Article 13.A.1.a.(3). If the writer is unable to perform the rewrite for the Company, no compensation for the rewrite is owed to the writer and the Company may engage another writer if it chooses.”

Make conforming changes as needed, including to Article 13.A.12.

7. Payments for Screenwriters Employed on Flat Deals at Compensation Not Exceeding 200% of Applicable Minimum Compensation (WGA Proposal No. 6)

Modify the last paragraph of Article 13.A.3. to provide for installment payments of compensation due for a theatrical motion picture, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“ARTICLE 13 - COMPENSATION

“A. THEATRICAL

* * *

“3. Initial Payment

“The Company shall use its best efforts to issue to the writer (or his/her designated representative), for the writer's signature, a written document memorializing the agreement reached between the Company and the writer within ten (10) business days after agreement is reached on the major deal points of a writing assignment (*e.g.*, agreement on initial compensation, including bonus, if any, and number of drafts) for a theatrical motion picture (twelve (12) business days in the case of either a term writing agreement or an agreement for both writing and non-writing services), but in no event later than the earlier of: (a) fifteen (15) business days after agreement is reached on the major deal points of the writing assignment, or (b) the time period required by Article 19. Disputes as to whether Company has submitted such document in a timely manner may be submitted to the “Hot Line” dispute resolution procedure in Article 48.

“Company shall attach a cover sheet to the document memorializing the agreement reached between the Company and the writer which sets forth in summary form all conditions precedent which must be satisfied before writing services can commence. The terms of such cover sheet shall not alter or vary the terms of the agreement reached between the Company and the writer, and, in any event, the terms of the writer’s agreement shall prevail.

“With respect to a writer employed on a flat deal basis under this Article 13.A. at compensation of twice the applicable minimum compensation or less: ~~any employment under this Article 13.A. on a flat deal basis, the~~ Company will pay to the writer, not later than the next regular payday in the week following the day the Company instructs the writer to commence ~~his/her~~ services, a single advance amount (to be applied against the first compensation which otherwise would be due to the writer) at least fifty percent (50%) equal to the greater of (a) ten percent (10%) of the writer's agreed compensation which otherwise would be due to the writer upon delivery of the first required material; or (b) one week's compensation at the weekly rate for term employment for 14 out of 14 weeks. If a writer has not yet delivered the required material within nine (9) weeks after the day the

Company instructs the writer to commence services, and upon submission of an invoice by the writer, the Company will pay an additional advance amount (to be applied against the compensation which otherwise would be due the writer) of at least twenty-five percent (25%) of the writer's agreed compensation which would otherwise be due to the writer upon delivery of the required material."

Make conforming changes as needed, including but not limited to Article 13.A.12.

8. Script Fees for Staff Writers (WGA Proposal No. 7-C)

Modify Article 13.B.7.s.(2)(e) and (h) to provide that staff writers employed on a term basis shall be separately compensated for all formats, stories and teleplays written during the term, as follows (contract language is in quotes; deletions are lined through):

“ARTICLE 13 - COMPENSATION

* * *

“B. TELEVISION

* * *

“7. Schedule of Minimum Compensation

* * *

“s. Week-to-Week and Term Employment

* * *

“(2) The Company may employ writers on a term contract basis as follows:

* * *

“(e) All formats, stories and teleplays written by a writer employed on a term basis shall be separately compensated, without any offset, credit or allocation of any kind against or by any other compensation of any kind due to said writer. Compensation to such writer for a format, story and/or teleplay shall include compensation for any polish(es) or rewrite(s) of that format, story and/or teleplay written during the writer's term of employment.

“With respect to any other literary material written during the writer's term of employment, in no event shall the writer ~~In no event shall a writer employed on a term basis~~ receive less than the total applicable minimum compensation, as set forth in this Basic

Agreement, to which he/she would have been entitled had he/she been employed on a freelance basis. At the end of each guaranteed period of employment on a term basis, Company shall compute the aggregate minimum compensation to which the writer would have been entitled under this Basic Agreement had he/she been employed on a freelance basis to write the literary material written by the writer during such period, and shall deduct therefrom the total weekly compensation accruing to the writer during such period, and will promptly pay to the writer the excess, if any.

“Any dispute as to the amount of compensation payable under this subparagraph (e) may be submitted to arbitration, as herein provided. All the provisions of this Basic Agreement, to the extent the same are applicable, shall apply to such term employment, including but not limited to the provisions relating to additional compensation for reruns and theatrical release, and the separation of rights provisions.

* * *

“(h) Such writer under a week-to-week employment may write any literary material covered hereunder; provided, however, if such literary material amounts to a rewrite (excluding rewrite(s) of a format, story and/or teleplay written by the writer) or more, such writer shall be paid not less than the minimum freelance compensation for such literary material, computed as of the end of his/her employment or as of the end of each six (6) month period, whichever occurs sooner, in addition to the writer’s weekly compensation. The compensation of a week-to-week writer shall be the compensation per week as set forth in subparagraph (d) above.”

Make conforming changes as needed.

9. Compensation Tier for Writers Also Employed in Additional Capacities (Other than Story Editors or Executive Story Editors) (WGA Proposal No. Proposal 7A)

Modify Article 14.K.1. to provide for a new, higher compensation tier for writers also employed in additional capacities (other than story editors or executive story editors), as follows (contract language is in quotes; new text is underlined; deletions are lined through):

**“ARTICLE 14 - WRITERS ALSO EMPLOYED IN ADDITIONAL CAPACITIES
(TELEVISION)**

* * *

“K. MINIMUM COMPENSATION

“1. The minimum compensation for week-to-week and term employment for writers also employed in additional capacities shall be the following:

“a. For writing services by a writer also employed in additional capacities (other than a story editor or executive story editor) performed in connection with new seasons of a series or serial or for a multi-part, closed-end series, starting on or after [the first Sunday that is 60 days following the AMPTP’s receipt of notice of ratification] (other than dramatic children’s programming):

| | Rate per week | | |
|--|--|---|---|
| | <i>[Effective [the first Sunday that is 60 days following the AMPTP’s receipt of notice of ratification]] - 5/01/24</i> | 5/02/24 - 5/01/25 | 5/02/25 - 5/01/26 |
| (1) Week-to-week & term employment <u>up to and including 9 weeks</u> | <u>\$11,371</u> | <i>[subject to Year 2 general wage increase and diversion in Item 3]</i> | <i>[subject to Year 3 general wage increase and diversion in Item 3]</i> |

| | | | |
|--|--------------|--|--|
| (2) <u>Term employment 10 weeks through 19 weeks</u> | <u>9,476</u> | [<i>subject to Year 2 general wage increase and diversion in Item 3</i>] | [<i>subject to Year 3 general wage increase and diversion in Item 3</i>] |
| (3) <u>Term employment 20 weeks weeks or over</u> | <u>8,524</u> | [<i>subject to Year 2 general wage increase and diversion in Item 3</i>] | [<i>subject to Year 3 general wage increase and diversion in Item 3</i>] |

“b. For employment as a story editor/executive story editor, for all employment on dramatic children’s programming and for writing services by a writer also employed in additional capacities performed in connection with seasons of a series or serial or for a multi-part, closed-end series starting prior to [the first Sunday that is 60 days following the AMPTP’s receipt of notice of ratification]:

| | Rate per week | | |
|---|---|--|--|
| | [<i>Year 1</i>] [<i>Effective the first Sunday following the AMPTP’s receipt of notice of ratification</i>] - 5/01/24 | 5/02/24 - 5/01/25 | 5/02/25 - 5/01/26 |
| (1) <u>Week-to-week & term employment up to and including 9 weeks</u> | <u>\$10,382</u> | [<i>subject to Year 2 general wage increase and diversion in Item 3</i>] | [<i>subject to Year 3 general wage increase and diversion in Item 3</i>] |

| | | | |
|---|--------------|---|---|
| (2) Term employment 10 weeks through 19 weeks | <u>8,652</u> | [subject to Year 2 general wage increase and diversion in Item 3] | [subject to Year 3 general wage increase and diversion in Item 3] |
| (3) Term employment 20 weeks or more | <u>7,783</u> | [subject to Year 2 general wage increase and diversion in Item 3] | [subject to Year 3 general wage increase and diversion in Item 3] |

“The Company may employ a writer on a guaranteed episode basis. When such writer's initial guarantee is at least five (5) episodes, the minimums provided in Article 14.K.1.a.(2) or (3), or Article 14.K.1.b.(2) or (3), as applicable, shall apply to such initial guarantee based on the number of weeks such writer actually works.”

Make conforming changes as needed, including the following revision to the second sentence of Article 14.A.: “For the purposes of this Article 14, a person employed as a writer (as defined in Article 1.C.1.a. of this Basic Agreement) and also as an executive producer, producer, associate producer or story editor/executive story editor (as such terms are customarily used and understood in the television industry) is referred to as a ‘writer also employed in additional capacities,’ or ‘such person’ or ‘such writer.’”

10. Development Rooms (WGA Proposal Nos. 8-A, 8-B, 9)

Add new Articles 13.B.7.t. and 14.L. to provide for premiums and minimum terms for development rooms, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“ARTICLE 13 - COMPENSATION

* * *

“B. TELEVISION

* * *

“7. Schedule of Minimum Compensation

* * *

“s. Week-to-Week and Term Employment

* * *

“t. The terms and conditions of this Article 13.B.7.t. apply only to a writer engaged under Article 13.B.7.s. on a week-to-week or term basis with a guarantee of fewer than twenty (20) weeks under a contract with the Company entered into on or after [the 1st of the month immediately following the date the AMPTP receives notice of ratification] for employment in a development room. A ‘development room’ is a room consisting of at least three (3) writers (a team is deemed to be one (1) writer) which is convened before the Company has made or obtained a firm commitment for the production, exhibition or distribution on television or a subscription consumer pay new media platform of a season of a series or serial or for a multi-part, closed-end series.

“(1) The minimum guarantee of employment in the development room shall be ten (10) consecutive weeks. If a Company guarantees a writer more than ten (10) weeks of employment, only the first ten (10) weeks need be consecutive.

“(2) Compensation for week-to-week employment or term employment up to and including nineteen (19) weeks in a development room shall be as follows:

| | Rate per week | | |
|--|---|--------------------------|--------------------------|
| | <u>[Effective the 1st of the month immediately following the date the AMPTP receives notice of ratification] - 5/01/24</u> | 5/02/24 - 5/01/25 | 5/02/25 - 5/01/26 |

| | | | |
|--|----------------|--|--|
| <u>(1) Week-to-week & term employment up to and including 19 weeks</u> | <u>\$6,959</u> | <u>[subject to Year 2 general wage increase and diversion in Item 3]</u> | <u>[subject to Year 3 general wage increase and diversion in Item 3]</u> |
|--|----------------|--|--|

* * *

“ARTICLE 14 - WRITERS ALSO EMPLOYED IN ADDITIONAL CAPACITIES (TELEVISION)

* * *

“L. DEVELOPMENT ROOM

“1. A ‘development room’ is a room consisting of at least three (3) writers (a team is deemed to be one (1) writer) which is convened before the Company has made or obtained a firm commitment for the production, exhibition or distribution on television or a subscription consumer pay new media platform of a season of a series or serial or for a multi-part, closed-end series.

“2. In addition to the head writer or writer designated by the Company to make hiring decisions or recommendations (hereinafter referred to as the ‘Showrunner’), the Company shall engage at least two (2) writers also employed in additional capacities under Article 14.K. (other than story editors/executive story editors) in a development room.

“The Showrunner shall be responsible for the selection of such writers; however, the Showrunner’s selection shall be subject to the Company’s approval.

“In the event a writer engaged under the minimum staffing requirements of this Paragraph 14.L.2. voluntarily resigns prior to completion of the writer’s guarantee, the Company must replace the resigning writer unless two (2) or fewer weeks remain on the resigning writer’s guarantee. The Company shall endeavor to replace the resigning writer within (2) weeks. The replacement writer shall be guaranteed the number of weeks remaining on the resigning writer’s guarantee, less the number of weeks intervening between the resigning writer’s last day of employment and the replacement writer’s first day of employment, but not to exceed two (2) weeks.

“The foregoing applies only to a season of a series or serial for which the literary material for the first episode of the season is written on or after

[insert date that is the first day of the month occurring at least thirty (30) days following the AMPTP’s receipt of notice of ratification].

“This Paragraph L.2. does not apply to a development room in which all writers are guaranteed at least twenty (20) weeks of employment. Instead, the provisions of Article 14.M. for a series, serial or multi-part, closed-end series shall apply based on an order of six (6) or fewer episodes for the season or six (6) or fewer parts, except that a development room for the second or subsequent season of a series or serial shall apply the provisions of Article 14.M. based on the anticipated number of episodes ordered for the season.

“3. The following terms and conditions apply only to writers also employed in additional capacities under Article 14 on a week-to-week or term basis with a guarantee of fewer than twenty (20) weeks under a contract with the Company entered into on or after [the 1st of the month immediately following the date the AMPTP receives notice of ratification] for employment in a development room:

“a. The minimum guarantee of employment in the development room shall be ten (10) consecutive weeks. If a Company guarantees a writer more than ten (10) weeks of employment, only the first ten (10) weeks need be consecutive.

“b. Compensation for week-to-week employment or term employment up to and including nineteen (19) weeks in a development room shall be as follows:

| | Rate per week | |
|--|--|--------------------------|
| | <i>[Effective 1st of the month immediately following the date the AMPTP receives notice of ratification] - 5/01/24</i> | 5/02/24 - 5/01/25 |

| | | | |
|---|-----------------|--|--|
| <u>Story Editor/Executive Story Editor</u> | <u>\$12,978</u> | [<i>subject to Year 2 general wage increase and diversion in Item 3</i>] | [<i>subject to Year 3 general wage increase and diversion in Item 3</i>] |
| <u>Article 14 Writer Other Than Story Editor/Executive Story Editor</u> | <u>\$14,214</u> | [<i>subject to Year 2 general wage increase and diversion in Item 3</i>] | [<i>subject to Year 3 general wage increase and diversion in Item 3</i>] |

“Compensation paid to a writer employed under subparagraph 3.b. above may not be credited against any compensation due in the event that the writer is subsequently employed to work on the series or serial or a multi-part, closed-end series. The preceding sentence shall not apply to a writer employed on an overall term deal under Article 14.E.2.

“This subparagraph 3. does not apply to a ‘series’ described in Article 14.J. (i.e., a one-time program, including but not limited to a movie-of-the-week, or development deals for specific television programs).”

Make conforming changes as needed.

11. Minimum Staffing Requirements for Writers After a Season Order or Series Order (WGA Proposal No. 9-B, 9-D)

Add new Articles 14.M. and Article 13.B.7.s.(4) to provide for a minimum number of writers after a season or series order, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“ARTICLE 13 - COMPENSATION

* * *

B. TELEVISION

* * *

“7. Schedule of Minimum Compensation

* * *

“s. Week-to-Week and Term Employment

* * *

“(4) See Article 14.M. for guarantees applicable to a writer selected by a Showrunner and engaged by the Company to fulfill staffing requirements on a series, serial or multi-part, closed-end series.”

* * *

“ARTICLE 14 - WRITERS ALSO EMPLOYED IN ADDITIONAL CAPACITIES (TELEVISION)

* * *

“M. STAFFING

“For a series, serial or multi-part, closed-end series for which the order is six (6) or fewer episodes for the season or six (6) or fewer parts, as applicable, Company shall engage a Showrunner (as defined in Article 14.L. above) and at least two (2) writers also employed in additional capacities under Article 14.K. (other than story editors/executive story editors) in the writers’ room.

If the order is for more than six (6) episodes for the season or parts, as applicable, but fewer than thirteen (13), the Company shall also engage two additional writers of any level (i.e., any writers also employed in additional capacities under Article 14.K. or writers employed under Article 13.B.7.s.), for a total of five (5) writers, including the Showrunner.

If the order is for thirteen (13) or more episodes for the season or parts, as applicable, the Company shall also engage three (3) additional writers of any level, for a total of six (6) writers, including the Showrunner.

“Each of those writers shall be engaged for a period of at least twenty (20) weeks, but not to exceed the duration of the writers’ room. If the writers’ room is convened following the close of a development room for the same project, then at least two (2) writers also employed in additional capacities under Article 14.K. (other than story editors/executive story editors) must be writers who were employed in the development room, if available, and the twenty (20) week period of employment referenced in the preceding sentence

may include weeks in which the writer was employed in the development room.

“The Showrunner shall be responsible for the selection of such writers; however, the Showrunner’s selection shall be subject to the Company’s approval.

“No payment is owed for any week in which the writer does not perform any services for the Company between the close of the development room and the commencement of such writer’s services in the writers’ room, or during a hiatus or when the writer is voluntarily absent for personal or professional reasons.

“In no event shall the span provisions of Article 14.K.2. include any period before the commencement of such writer’s services in the writers’ room.

“In the event a writer engaged under the minimum staffing requirements of this Paragraph M. voluntarily resigns prior to completion of the writer’s guarantee, the Company must replace the resigning writer unless two (2) or fewer weeks remain on the resigning writer’s guarantee. The Company shall endeavor to replace the resigning writer within (2) weeks. The replacement writer shall be guaranteed the number of weeks remaining on the resigning writer’s guarantee, less the number of weeks intervening between the resigning writer’s last day of employment and the replacement writer’s first day of employment, but not to exceed two (2) weeks.

“This Paragraph M. is effective for any season of a series or serial for which the literary material for the first episode of the season is written on or after [insert date that is the first day of the month thirty (30) days following the AMPTP’s receipt of notice of ratification].

“This Paragraph M. does not apply when a single writer or team of writers is employed to write all episodes.”

Make conforming changes as needed.

12. Minimum Number of Writers to Be Employed Through Production on High Budget SVOD Programs and Dramatic Programs of a Type Generally Produced for Prime Time Network Television which are Produced Principally for Pay Television (WGA Proposal No. 9-D)

Add a new Paragraph 4.d.(5) to the Sideletter on Literary Material Written for Programs Made for New Media, and a new subparagraph D.1.c. to Appendix B, to provide for a minimum number of writers employed through production, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

**“SIDELETTER ON LITERARY MATERIAL WRITTEN FOR
PROGRAMS MADE FOR NEW MEDIA**

* * *

“4. Terms and Conditions for “High Budget” Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Consumer Pay Platform

* * *

“d. Other Terms and Conditions for High Budget SVOD Programs

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

* * *

“(5) Notwithstanding any other provision of the MBA:

“Following the closure of the writers’ room for a single-camera High Budget SVOD series or serial (including multi-part, closed-end series, but excluding ‘series’ described in Article 14.J. of the MBA (i.e., a one-time program, including but not limited to a movie-of-the-week, or development deals for specific television programs)) prior to the commencement of production, the Company shall engage a Showrunner (as defined in Article 14.L.) and at least two (2) writers who were employed pursuant to Article 14 (other than story editors/executive story editors) in the writers’ room of that series or serial to render services on production when production of the series or serial will occur exclusively within the United States and/or Canada, as follows:

“(a) The Showrunner shall select two (2) such writers, each of whom shall be employed for a period of at least twenty (20) consecutive weeks during production of the series or serial, but not to exceed the production period. Production includes the period prior to wrap of principal photography and may include pre-production. The Showrunner’s selection shall be subject to the Company’s approval, and the Showrunner shall have discretion as to the dates during which each writer shall be assigned. (The Company may, but shall not be required to, employ one or more of the writers for more than twenty (20) weeks.) To the extent practicable, the Company shall accommodate the writer’s

professional availability in scheduling the writer's production assignment.¹⁴

“(b) Each writer so selected shall be paid at no less than the minimum weekly rate in Article 14.K.1.a.(3) or Article 14.K.1.b.(3), as applicable, for term employment twenty (20) weeks or over. No payment is owed for any week in which the writer does not perform any services for the Company, including during any break between the close of the writers' room and the commencement of services on production, during a hiatus or when the writer is voluntarily absent for personal or professional reasons.

“In the event a writer engaged under the minimum staffing requirements of this subparagraph 4.d.(5) voluntarily resigns prior to completion of the writer's guarantee, the Company must replace the resigning writer unless two (2) or fewer weeks remain on the resigning writer's guarantee. The Company shall endeavor to replace the resigning writer within (2) weeks. The replacement writer shall be guaranteed the number of weeks remaining on the resigning writer's guarantee, less the number of weeks intervening between the resigning writer's last day of employment and the replacement writer's first day of employment, but not to exceed two (2) weeks.

“(c) The provisions of Article 14.K.2. (the span provision) and Article 14.I. (hiatus periods) shall not apply to employment under this subparagraph 4.d.(5).

¹⁴ At the Showrunner's option, in order to afford greater participation of multiple writers in production or to allow writers of particular episodes to participate in the production of that episode, the minimum staffing requirement during the production period may be satisfied for each writer position required as part of minimum staffing by the employment of multiple writers during production for a combined total number of weeks that is at least 20 weeks or the duration of production, whichever is less, per minimum position.

Example 1: To satisfy the minimum staffing requirement for the two required writer positions during production, and assuming a 30-week production period, the Company may employ Writer X for 10 weeks, Writer Y for 5 weeks, and Writer Z for 5 weeks, and Writer A for 10 weeks and Writer B for 10 weeks.

Example 2: To satisfy the minimum staffing requirement for the two required writer positions during production, and assuming a 16-week production period, the Company may employ Writer X for 10 Weeks, Writer Y for 6 weeks, and Writer A for 16 weeks.

“(d) The foregoing shall not apply to any High Budget SVOD series or serial for which a single writer or team of writers is engaged to write all episodes for the season.”

“(e) This subparagraph 4.d.(5) is effective for any season of a High Budget SVOD series or serial for which the literary material for the first episode of the season is written on or after [insert date that is the first of the month occurring at least thirty (30) days following the AMPTP’s receipt of notice of ratification].”

* * *

“APPENDIX B

“PRODUCTION FOR THE PAY TELEVISION AND THE VIDEODISC/VIDEOCASSETTE MARKETS

* * *

“D. Compensation for Comedy-Variety Programs and Compensation and Staffing for Dramatic Programs of a Type Generally Produced for Prime Time Network Television which are Produced Principally for Pay Television and Comedy-Variety Programs”

“4. Staffing on Production for Dramatic Programs of a Type Generally Produced for Prime Time Network Television which are Produced Principally for Pay Television

“Notwithstanding any other provision of the MBA:

“Following the closure of the writers’ room for a single-camera series or serial produced principally for pay television (including multi-part, closed-end series, but excluding ‘series’ described in Article 14.J. of the MBA (i.e., a one-time program, including but not limited to a movie-of-the-week, or development deals for specific television programs) prior to the commencement of production, Company shall engage a Showrunner (as defined in Article 14.L.) and at least two (2) writers who were employed under Article 14.K. (other than story editors/executive story editors) in the writers’ room of that series or serial to render services on production when production of the series or serial will occur exclusively within the United States and/or Canada, as follows:

“a. The Showrunner shall select two (2) such writers, each of whom shall be employed for a period of at least twenty (20) consecutive weeks during production of the series or serial, but not to exceed the production period. Production includes the period prior to wrap of principal photography and may include pre-production. The Showrunner’s selection shall be subject to the Company’s approval, and the

Showrunner shall have discretion as to the dates during which each writer shall be assigned. (The Company may, but shall not be required to, employ one or more of the writers for more than twenty (20) weeks. To the extent practicable, the Company shall accommodate the writer's professional availability in scheduling the writer's production assignment.¹⁵

- “b. Each writer so selected shall be paid at the minimum weekly rate in Article 14.K.1.a.(3) or Article 14.K.1.b.(3), as applicable, for term employment twenty (20) weeks or over. No payment is owed for any week in which the writer does not perform any services for the Company, including during any break between the close of the writers' room and the commencement of services on production, during a hiatus or when the writer is voluntarily absent for personal or professional reasons.
- “c. In the event a writer engaged under the minimum staffing requirements of this subparagraph D.4. voluntarily resigns prior to completion of the writer's guarantee, the Company must replace the resigning writer unless two (2) or fewer weeks remain on the resigning writer's guarantee. The Company shall endeavor to replace the resigning writer within (2) weeks. The replacement writer shall be guaranteed the number of weeks remaining on the resigning writer's guarantee, less the number of weeks intervening between the resigning writer's last day of employment and the replacement writer's first day of employment, but not to exceed two (2) weeks.
- “d. The provisions of Article 14.K.2 (the span provision) and Article 14.I. (hiatus periods) shall not apply to employment under this Paragraph D.4.

¹⁵ At the Showrunner's option, in order to afford greater participation of multiple writers in production or to allow writers of particular episodes to participate in the production of that episode, the minimum staffing requirement during the production period may be satisfied for each writer position required as part of minimum staffing by the employment of multiple writers during production for a combined total number of weeks that is at least 20 weeks or the duration of production, whichever is less, per minimum position.

Example 1: To satisfy the minimum staffing requirement for the two required writer positions during production, and assuming a 30-week production period, the Company may employ Writer X for 10 weeks, Writer Y for 5 weeks, and Writer Z for 5 weeks, and Writer A for 10 weeks and Writer B for 10 weeks.

Example 2: To satisfy the minimum staffing requirement for the two required writer positions during production, and assuming a 16-week production period, the Company may employ Writer X for 10 Weeks, Writer Y for 6 weeks, and Writer A for 16 weeks.

“e. The foregoing shall not apply to any series or serial for which a single writer or team of writers is engaged to write all episodes for the season.

“f. This subparagraph D.4. is effective for any season of a series or serial for which the literary material for the first episode of the season is written on or after [insert date that is the first of the month occurring at least thirty (30) days following the AMPTP’s receipt of notice of ratification].”

Make conforming changes as needed.

13. Span (WGA Proposal No. 10-C)

Modify Article 14.K.2. as follows:

“2. With respect to contracts entered into on or after May 2, 2018, the overall employment period covered by the episodic guarantee for each writer employed on a guaranteed episode basis (including an "all episodes produced" guarantee) under this Article 14.K., other than a writer employed as a story editor or other contractually equivalent title, on a dramatic episodic series or serial made for television, or a High Budget SVOD series or serial, for which the full season order (including the pilot) is fourteen (14) or fewer episodes (or twelve (12) or fewer episodes for broadcast television), shall not exceed a number of weeks equal to two and four-tenths (2.4) multiplied by the number of episodes paid or guaranteed to the writer.

“With respect to contracts entered into on or after [insert date that is the first of the month occurring at least thirty (30) days following the AMPTP’s receipt of notice of ratification] for employment on a multi-part closed-end series, the overall employment period covered by the episodic guarantee for each writer employed on a guaranteed episode basis (including an "all episodes produced" guarantee) under this Article 14.K., other than a writer employed as a story editor or other contractually equivalent title, on a dramatic multi-part closed-end series made for television, or a High Budget SVOD multi-part closed-end series, for which the full order is fourteen (14) or fewer parts (or twelve (12) or fewer parts for broadcast television), shall not exceed a number of weeks equal to two and four-tenths (2.4) multiplied by the number of parts paid or guaranteed to the writer.

“The writer shall be paid an additional episodic fee for each additional period worked of two and four-tenths (2.4) weeks, prorated for any period less than two and four-tenths (2.4) weeks, in excess of the overall employment period covered by the episodic guarantee. In no event shall the writer be paid less than the applicable Article 14.K. minimum for each week worked in the entire employment period.

“The overall employment period shall not include any weeks during which a writer's employment is suspended pursuant to Article 26 or any weeks not worked by the writer during a hiatus.

“The foregoing shall not apply to: (1) any writer who receives at least ~~\$350,000, excluding script fees, (at least \$375,000, excluding script fees,~~ with respect to contracts for employment on programs made for basic cable ~~entered into on or after August 2, 2020 and~~ or at least \$400,000, excluding script fees, with respect to contracts for employment on programs other than programs made for basic cable (\$450,000 with respect to contracts for employment on programs other than programs made for basic cable entered into on or after August 2, 2020 [insert date that is the first of the month occurring at least thirty (30) days following the AMPTP’s receipt of notice of ratification]) for the then-current contract year. With respect to contracts entered into on or after May 2, 2021, Company may not make additional payments to the writer for the sole purpose of exempting the writer from eligibility for payments due under this Article 14.K.2.; (2) any writer employed pursuant to Article 14.E.2.; (3) any writer employed on a "series" described in Article 14.J. (*i.e.*, a one-time program, including but not limited to a movie-of-the-week, or development deals for specific television programs); and (4) any writer employed on a multi-part closed-end series under a contract entered into prior to [insert date that is the first of the month occurring at least thirty (30) days following the AMPTP’s receipt of notice of ratification].”

Make conforming changes as needed.

14. Initial Compensation Threshold for Overall Deals (WGA Proposal No. 11)

Revise Article 14.E.2. as follows:

“E. 1. **What Minimum Compensation Covers**

All writing services rendered by a writer also employed in additional capacities up to and including rewrites shall be deemed to be compensation by the minimum compensation provided for such writer pursuant to Paragraph K. of this Article 14.

2. “All formats, stories and teleplays written by such writers during their employment as writers also employed in additional capacities shall be separately compensated, without any offset, credit or allocation of any kind against or by any other compensation of any kind due said individual. Notwithstanding the foregoing, with respect to any writer hereunder who is guaranteed compensation of at least ~~one hundred thousand dollars (\$100,000)~~ two hundred thousand dollars (\$200,000) for up to fifty-two (52) weeks of employment for both writing and non-writing services, the Company shall have the right to credit such compensation freely against the compensation which otherwise would be due to said writer for the writing of any literary material during such employment (but not against residuals or the program fees provided for in Paragraph G. below or for non-writing services). In the event of such crediting, the applicable minimum compensation for writing services set

forth in Paragraph K. below shall be credited at no less than one hundred ten percent (110%) thereof, and the compensation for the writing of stories and teleplays for non-pilot one-time programs ninety (90) minutes or longer shall be credited at no less than one hundred fifty percent (150%) of the applicable minimum therefor (but this provision shall not be construed to increase the writer's compensation for any other purpose under this Basic Agreement, such as, but not limited to reruns and theatrical uses). In such event, the base amount upon which the Company shall compute Pension and Health contributions with respect to such employment shall be two hundred seventy-five thousand dollars (\$275,000) for contracts entered into on or after May 2, 2018, except that the base amount shall remain at two hundred fifty thousand dollars (\$250,000) for writers employed under this Article 14.E.2. and guaranteed compensation of two hundred fifty thousand dollars or less.¹⁶ If the period of guaranteed employment is longer than fifty-two (52) weeks, the applicable base amount for computation of contributions referred to above shall be increased proportionately. If the period of guaranteed employment is shorter than fifty-two (52) weeks, the applicable base amount for computation of contributions shall be decreased proportionately. As to contracts in effect on March 1, 1985, the Company may elect to pay pension and health contributions according to the formula set forth above or according to the formula in the 1981 MBA.”

Make conforming changes as needed.

15. Salary Threshold for Options & Exclusivity (Article 67) (WGA Proposal No. 13-A)

Modify the \$325,000 threshold in Paragraphs A.1. and B. of Article 67 to \$350,000 for contracts entered into on or after May 2, 2024 as follows:

“ARTICLE 67 - OPTIONS AND EXCLUSIVITY (TELEVISION)

“A. Except as provided in subparagraph B. below, the following shall apply to an agreement between a writer and the Company for employment under Article 13.B.7.s. or under Article 14 on an episodic series or serial, which agreement is entered into on or after ~~May 2, 2020~~ [first Sunday following AMPTP's receipt of notice of ratification]:

“1. Company may freely bargain with respect to options and exclusivity with any writer (other than a writer of children's programming) who is guaranteed or who earns at least ~~\$280,500~~\$325,000 (which amount shall be increased to ~~\$325,000~~\$350,000 with respect to any such agreement

¹⁶ “See Sideletter to Article 14.E.2. - Pension Plan and Health Fund Contributions for Article 14.E.2.writers on page 598.”

entered into on or after May 2, ~~2021~~2024) for the performance of writing services and/or for the performance of services as a writer also employed in additional capacities during the then-current contract year (which shall not exceed twelve (12) months). With respect to a writer of children’s programming, Company may freely bargain with respect to options and exclusivity with a writer who is guaranteed or who earns at least \$250,000.

* * *

“B. The following shall apply to an agreement entered into on or after August 2, 2020 between a writer and the Company for initial employment of eight (8) consecutive weeks or less to perform writing services under Article 13.B.7.s. and/or to perform services as a writer also employed in additional capacities under Article 14 on an episodic series or serial in a mini-room:

“Company may not negotiate an option with the writer for future services as a writer under Article 13.B.7.s. or under Article 14 on the series or serial, unless the option is for the period of employment immediately following expiration of the initial period of employment.

“The foregoing shall apply only to a writer who is guaranteed or earns less than ~~\$280,500~~\$325,000 under the agreement on programs other than children’s programs (less than ~~\$325,000~~\$350,000 under an agreement on programs other than children’s programs entered into on or after May 2, ~~2021~~2024) or a writer who is guaranteed or who earns less than \$250,000 under an agreement on children’s programs.”

Make conforming changes as needed.

**16. Premiums for Pilots and Back-up Scripts for High Budget SVOD Programs
(WGA Proposal No. 22)**

Revise Paragraph 4.d.(1) of the Sideletter on Literary Material Written for Programs Made for New Media to provide that the premiums for pilots and back-up scripts apply to High Budget SVOD Programs as follows:

“d. Other Terms and Conditions for High Budget SVOD Programs

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

“(1) Article 13.B.7.r.(3) shall not apply to any High Budget SVOD Program. Article 13.B.7.r.(1) and (2) shall not apply to any High Budget SVOD Program, the literary material for which was written prior to [the first Sunday following the AMPTP’s receipt of notice of ratification].

“(2) Article 14.G. shall not apply to any High Budget SVOD Program.

“(3) Article 20.B.3.e. shall not apply to any High Budget SVOD Program.

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

Make conforming changes as needed.

17. Eliminating Grandfathering Provisions of Paragraph 4.a. in Sideletter on Literary Material Written for New Media (WGA Proposal No. 21; Producers’ Proposal 33)

Modify the Sideletter on Literary Material Written for Programs Made for New Media Paragraph 4.a. to eliminate grandfathering for any season of a High Budget SVOD series for which the literary material for the first episode of the season is written on or after the first Sunday following the AMPTP’s receipt of notice of ratification of the new 2023 MBA, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“4. Terms and Conditions for ‘High Budget’ Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Consumer Pay Platform

“a. Grandfathering

“(1) The terms and conditions set forth in this Paragraph 4 shall not apply to any season of a High Budget SVOD series that continues in production on or after ~~May 2, 2020~~ [the first Sunday following the AMPTP’s receipt of notice of ratification] and was grandfathered, and remains grandfathered, pursuant to Paragraph 4.a. of the 2017 Sideletter on Literary Material Written for Programs Made for New Media (*i.e.*, it is subject to the 2014 or 2011 Sideletter on Literary Material Written for Programs Made for New Media, as applicable) and the literary material of the first episode of that season is written prior to [the first Sunday following the AMPTP’s receipt of notice of ratification]. Any season of such series shall continue to be grandfathered if it continues to meet the applicable test in Paragraph 4.a. of the 2017 or 2014 Sideletter and shall not be subject to the ~~2020~~2023 Sideletter on Literary Material Written

for Programs Made for New Media, except that for episodes of such series written on or after ~~May 2, 2020~~ [the first Sunday following the AMPTP's receipt of notice of ratification] and subject to a bona fide license agreement entered into between May 2, 2014 and May 1, 2017 (i.e., grandfathered under Paragraph 4.a. of the 2017 Sideletter and subject to the 2014 Sideletter on Literary Material Written for Programs Made for New Media):

“(a) the minimum initial compensation rates shall be as set forth in the Attachment to this Sideletter at page *** [increase the rates on page 682 of the 2020 WGA MBA by the negotiated general wage increase];

“(b) the pension and health contribution rates set forth in Article 17 of the ~~2020~~2023 MBA shall apply; and

“(c) the Paid Parental Leave Fund contribution rate set forth in Article 71 of the ~~2020~~2023 MBA shall apply.

“(2) In addition, this Paragraph 4 shall not apply to any ~~program or season of a series~~ budgeted at less than \$1,300,000 for a 20-35 minute program or less than \$2,500,000 for a 36-65 minute program as of August 2, 2020 that would otherwise qualify as a ‘High Budget SVOD Program’ under the ~~2020~~ 2023 MBA for which the literary material of the first episode is written prior to [the first Sunday following the AMPTP's receipt of notice of ratification]. Instead, such ~~season program or series~~ shall be subject to Paragraph 2. if a ‘Derivative New Media Production’ (other than a ‘High Budget SVOD Program’) or Paragraph 3. if an ‘Original New Media Production’ (other than a ‘High Budget SVOD Program’) of the ~~2020~~ 2023 Sideletter on Literary Material Written for Programs Made for New Media, if:

“(a) the literary material for the ~~program, or for the first episode in the case of a~~ the series; is written prior to August 2, 2020; or

“(b) the literary material for the program, or for the first episode in the case of a the series, is written on or after August 2, 2020 pursuant to a license agreement entered into prior to that date.^{4, 5}

“(3) ~~Except as provided otherwise in subparagraphs (1) and (2) above:~~

~~“Subject to the next paragraph, any High Budget SVOD Program, the literary material for which is written on or after May 2, 2020, pursuant to a license agreement entered into prior to August 2, 2020,^{6, 7} shall be~~

⁴ If the licensee orders additional programs or episodes of the series, the literary material for which is written on or after ~~August 2, 2020~~ [the first Sunday following the AMPTP’s receipt of notice of ratification], pursuant to a license agreement entered into prior to ~~that date~~ August 2, 2020, and the Company has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the program or episodes of the series shall be subject to the terms of ~~2020~~2023 Sideletter on Literary Material Written for Programs Made for New Media.

⁵ ~~—The Company shall notify the Guild of any such license agreement that it enters into prior to August 2, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the Guild’s request, the Company must make an unredacted license agreement available for inspection at the Company’s office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.~~

⁶ ~~If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the literary material for which is written on or after May 2, 2020, pursuant to a license agreement entered into prior to August 2, 2020, and the Company has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of the 2020 Sideletter on Literary Material Written for Programs Made for New Media.~~

⁷ ~~The Company shall notify the Guild of any such license agreement that it enters into prior to August 2, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the Guild’s request, the Company must make an~~

subject to the ~~2017 Sideletter on Literary Material Written for Programs Made for New Media~~ instead of the ~~2020 Sideletter on Literary Material Written for Programs Made for New Media~~, except that the minimum initial compensation rates, the pension and health contribution rates and the Paid Parental Leave Fund contribution rate shall be as set forth in the ~~2020 MBA~~.

~~“There shall be no grandfathering with respect to any new season of a High Budget SVOD series covered under this subparagraph 4.a.(3) for which the principal photography of the first episode of the new season commences on or after May 2, 2023 July 1, 2021. All episodes of that season and any subsequent seasons of the series shall be subject to the terms and conditions (including residuals) applicable at the time the writer is employed to provide writing services and/or literary material is acquired from the writer.~~

~~“Examples of High Budget SVOD “grandfathering” scenarios are set forth below.~~

~~“**Example 1:**~~

~~“A license for a High Budget SVOD series is first entered into on May 2, 2016.~~

~~The literary material for Season 1 is written between May 2, 2016 and May 1, 2017;~~

~~The literary material for Season 2 is written between May 2, 2017 and May 1, 2018;~~

~~The literary material for Season 3 is written between May 2, 2018 and May 1, 2019;~~

~~The literary material for Season 4 is written between May 2, 2019 and May 1, 2020;~~

~~The literary material for Season 5 is written between May 2, 2020 and May 1, 2021; and~~

~~The literary material for Season 6 is written between May 2, 2021 and May 1, 2022 and principal photography of the first episode of Season 6 commences after July 1, 2021.~~

~~unredacted license agreement available for inspection at the Company's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.~~

In this example, the entire series would remain grandfathered and subject to the terms of the 2014 Sideletter on Literary Material Written for Programs Made for New Media, and not subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media, except that for Seasons 5 and 6, the minimum initial compensation rates and fringe rates, including the contribution to the Paid Parental Leave Fund, would be as negotiated in the 2020 negotiations.

Example 2:

A license for a High Budget SVOD series is first entered into on May 2, 2018.

The literary material for Season 1 is written between May 2, 2018 and May 1, 2019;

The literary material for Season 2 is written between May 2, 2019 and May 1, 2020;

The literary material for Season 3 is written between May 2, 2020 and May 1, 2021; and

The literary material for Season 4 is written between May 2, 2021 and May 1, 2022 and principal photography of the first episode of Season 4 commences after July 1, 2021.

Seasons 1 and 2 were written under the terms of the 2017 Sideletter on Literary Material Written for Programs Made for New Media, and those terms would remain applicable.

Season 3 would be grandfathered, and would be subject to the 2017 Sideletter on Literary Material Written for Programs Made for New Media, except that the minimum initial compensation rates and fringe rates, including the contribution to the Paid Parental Leave Fund, would be as negotiated in the 2020 negotiations.

Season 4 would not be grandfathered, and would be subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media.

Example 3:

A license for a High Budget SVOD series is first entered into on May 2, 2019.

The literary material for Season 1 is written between May 2, 2019 and May 1, 2020;

~~The literary material for Season 2 is written between July 2, 2020 and May 1, 2021; and principal photography of the first episode of Season 2 commences after July 1, 2021.~~

~~Season 1 was written under the terms of the 2017 Sideletter on Literary Material Written for Programs Made for New Media, and those terms would remain applicable.~~

~~Season 2 would be initially treated as grandfathered, subject to the 2017 Sideletter on Literary Material Written for Programs Made for New Media, except that the minimum initial compensation rate and fringe rates, including the contribution to the Paid Parental Leave Fund, would be as negotiated in the 2020 negotiations; however, Season 2 would lose grandfathered status because principal photography of the first episode of Season 2 occurs after July 1, 2021, making Season 2 subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media for residuals purposes. (The subscriber tier that applied at the time the literary material for Season 2 was written remains the applicable subscriber tier for all purposes.)~~

Example 4:

~~A license for a High Budget SVOD series is first entered into on March 1, 2019.~~

~~The literary material for the pilot is written in January 2019;~~

~~The literary material for Season 1 is written between March 1, 2019 and September 30, 2020; and~~

~~The literary material for Season 2 is written between January 1, 2021 and April 30, 2021 and principal photography of the first episode of Season 2 commences after July 1, 2021;~~

~~The pilot was written under the terms of the 2017 Sideletter on Literary Material Written for Programs Made for New Media, and those terms would remain applicable.~~

~~Season 1 would be grandfathered, and would be subject to the 2017 Sideletter on Literary Material Written for Programs Made for New Media except that the minimum initial compensation rates and fringe rates, including the contribution to the Paid Parental Leave Fund, as negotiated in the 2020 negotiations would apply to literary material written on or after May 2, 2020.~~

~~Season 2 would not be grandfathered because principal photography of the first episode of the season began after July 1, 2021, and would be subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media. (The subscriber tier that applied at the time the~~

literary material for Season 2 was written remains the applicable subscriber tier for all purposes.)—

* * *

“b. ‘High Budget’ SVOD Programs Defined

The term and conditions set forth in Paragraph 4 of this Sideletter shall be applicable only to derivative and original dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following ‘high budget’ criteria (hereinafter ‘High Budget SVOD Program(s)’) and are not ‘grandfathered’ under subparagraph 4.a. above:

[chart omitted]”

Make conforming changes as needed.

19. Terms Applicable to Literary Material Written for High Budget Programs Made for Free-to-the-Consumer Advertiser-Supported New Media Platforms (“AVOD” Platforms) (WGA Proposal No. 26)

Add a new Paragraph 6 to the New Media Sideletter to provide that certain terms applicable to “High Budget” SVOD programs shall also apply to “High Budget” programs made for free-to-the consumer advertiser-supported new media (“AVOD”) platforms, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

**“SIDELETTER ON LITERARY MATERIAL
WRITTEN FOR PROGRAMS MADE FOR NEW MEDIA**

As of February 13, 2008
Revised as of May 2, 2011
Revised as of May 2, 2014
Revised as of May 2, 2017
Revised as of May 2, 2020
Revised as of September 25, 2023

* * *

“6. Terms and Conditions for ‘High Budget’ New Media Productions Made for Initial Exhibition on a Free-to-the-Consumer Advertiser-Supported New Media Platform (“High Budget AVOD Programs”)”

“The terms and conditions in this Paragraph 6 apply to programs that satisfy the definition of a ‘High Budget AVOD Program’ (as set forth in subparagraph a. below), for which the literary material is assigned on or after [90 days following the AMPTP’s receipt of notice of ratification], except that in the case of a series, this Paragraph 6. shall not apply to any season for which the literary material of the first episode of the season is assigned prior to [90 days following the AMPTP’s receipt of

notice of ratification]. Instead, the season shall continue to be subject to the terms and conditions of Paragraph 2. or 3. of the Sideletter on Literary Material Written for Programs Made for New Media to the 2020 WGA MBA, as applicable.

“a. ‘High Budget AVOD Programs’ Defined

“Except as otherwise provided herein, the terms and conditions set forth in Paragraph 6. of this Sideletter shall be applicable to dramatic new media productions made for initial exhibition on a free-to-the-consumer advertiser-supported new media platform which meet the following ‘high budget’ criteria (hereinafter ‘High Budget AVOD Programs’):

| <u>“Length of Program as Initially Exhibited*"</u> | <u>“High Budget” Threshold</u> |
|--|--------------------------------|
| <u>20-35 Minutes</u> | <u>\$1,030,000 and above</u> |
| <u>36-65 Minutes</u> | <u>\$1,750,000 and above</u> |
| <u>66 Minutes or more</u> | <u>\$3,000,000 and above</u> |

“*Programs less than 20 minutes are not considered ‘high budget’ for the purpose of this Sideletter, regardless of their budgets.

“b. Minimum Initial Compensation for Story and Teleplay

“(1) Minimum initial compensation for writers employed on a High Budget AVOD Program intended for initial exhibition on a free-to-the-consumer advertiser-supported new media platform shall be as follows:

| <u>“Program Length</u> | <u>Budget Tier</u> | <u>Rate</u> |
|---------------------------|---|--|
| <u>20-35 Minutes</u> | <u>Tier 1: \$2,100,000 or more</u> | <u>Article 13.B.7.d.</u> |
| | <u>Tier 2: \$1,030,000 or more but less than \$2,100,000</u> | <u>Article 13.B.7.a., b. or c., as applicable</u> |
| <u>36-65 Minutes</u> | <u>Tier 1: \$3,800,000 or more</u> | <u>Article 13.B.7.d.</u> |
| | <u>Tier 2: \$1,750,000 or more but less than \$3,800,000</u> | <u>Article 13.B.7.a., b., or c., as applicable</u> |
| <u>66-95 Minutes</u> | <u>Tier 1: \$4,000,000 or more</u> | <u>Article 13.B.7.d.</u> |
| | <u>Tier 2: \$3,000,000 or more but less than \$4,000,000</u> | <u>Article 13.B.7.a., b., or c., as applicable</u> |
| <u>96 Minutes or more</u> | <u>Tier 1: \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more</u> | <u>Article 13.B.7.d.</u> |

| | | |
|--|---|--|
| | <u>Tier 2: \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more</u> | <u>Article 13.B.7.a., b., or c., as applicable</u> |
|--|---|--|

“(2) For purposes of determining applicable minimum compensation under subparagraph (1) above, a High Budget AVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget AVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; a High Budget AVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and a High Budget AVOD Program 96 minutes or longer shall be treated as a 120-minute program.”⁸

“c. Other Terms and Conditions for High Budget AVOD Programs

“Except as otherwise provided herein, the terms and conditions applicable to High Budget AVOD Programs shall be those applicable to programs made for basic cable, subject to the following clarifications and modifications:

“(1) Article 13.B.7.r.(3) (‘Spin-off’) shall not apply to any High Budget AVOD Program.

“(2) Article 13.B.7.t. (‘Development Room’) and Article 14.L. (‘Development Room’) shall not apply to any High Budget AVOD Program.

“(3) Article 14.M. (‘Staffing’) shall not apply to any High Budget AVOD Program.

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

⁸ For purposes of determining the applicable minimum compensation and other terms and conditions under Paragraph 6 of this Sideletter, the parties agree that an episode of a High Budget AVOD program or series may exceed the “program length” which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget AVOD program or series falls in the 20-35 minute category, a given episode of such program or series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

treated as a 90-minute program; and a High Budget AVOD Program 96 minutes or longer shall be treated as a 120-minute program.⁹

“(5) The terms and conditions set forth in Paragraphs 4.f. (‘Screen Credit’) and 4.g. (‘Separated Rights’) of this Sideletter shall apply to High Budget AVOD Programs.

“d. Residual Compensation

“(1) What Initial Compensation Covers

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

“(2) Use on a Free-To-The-Consumer Advertiser-Supported New Media Platform

“For all uses of a High Budget AVOD Program on any free-to-the-consumer advertiser-supported new media platform beyond the twenty-six (26) consecutive week period, the Company shall pay a residual equal to two percent (2.0%) of the ‘accountable receipts,’ as defined in Paragraph 3 of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media, attributable to the period beyond the twenty-six (26) consecutive week use period.

“It is understood that ‘accountable receipts’ does not include advertising revenues received by the free-to-the-consumer advertiser-supported new media platform unless the license, distribution or other agreement between the Company and the free-to-the-consumer advertiser-supported new media platform provides for sharing in such revenues for exhibition of the High Budget AVOD Program.

⁹ For purposes of determining the applicable minimum compensation and other terms and conditions under Paragraph 6 of this Sideletter, the parties agree that an episode of a High Budget AVOD series may exceed the “program length” which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget AVOD series falls in the 20-35 minute category, a given episode of such series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

“(3) Exhibition on a Consumer Pay New Media Platform

“For exhibition of a High Budget AVOD Program on any consumer pay new media platform (i.e., a subscription consumer pay new media platform, or a transactional consumer pay new media platform involving download-to-own or download-to-rent transaction), the Company shall make a separate residual payment equal to 1.2% of the ‘accountable receipts,’ as defined in Paragraph 3 of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media.

“(4) For use of a High Budget AVOD Program in traditional media (e.g., free television, basic cable, pay television or home video), the Company shall pay residuals as a supplemental use as set forth in Paragraph 3.b.(4)(c) of this Sideletter.”

Make conforming changes as needed.

20. Minimum Initial Compensation and Residuals for Feature-Length High Budget SVOD Programs; High Budget SVOD Residuals for Domestic SVOD Platform on Which the High Budget SVOD Program Was Initially Exhibited (WGA Proposal Nos. 24 and 25-C)

Modify Paragraph 4.c. of the Sideletter on Literary Material Written for Programs Made for New Media to provide for higher minimums and a new residual base for feature-length High Budget SVOD Programs which meet or exceed a certain budget break; modify subparagraph 4.e.(2)(a) to increase the residual base for High Budget SVOD Programs; modify subparagraph 4.e.(2) to improve the residuals for exhibition years 8 through 12; modify subparagraph 4.e.(2)(c) and collapse subscriber tiers 1 and 2 into tier 3 for programs that commence principal photography on or after July 1, 2024 (contract language is in quotes; new text is underlined; deletions are lined through):

“SIDELETTER ON LITERARY MATERIAL WRITTEN FOR PROGRAMS MADE FOR NEW MEDIA

As of February 13, 2008
Revised as of May 2, 2011
Revised as of May 2, 2014
Revised as of May 2, 2017
Revised as of May 2, 2020
Revised as of September 25, 2023

* * *

“4. Terms and Conditions for ‘High Budget’ Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Consumer Pay Platform

* * *

“c. Minimum Initial Compensation for Story and Teleplay

“(1) Minimum initial compensation for writers employed on a High Budget SVOD Program intended for initial exhibition on a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada shall be as follows:

| “Program Length | Budget Tier | Rate |
|--------------------|--|---|
| 20-35 Minutes | Tier 1: \$2,100,000 or more | Article 13.B.7.d. |
| | Tier 2: \$1,000,000 or more (\$1,030,000 or more effective May 2, 2022) but less than \$2,100,000 | Article 13.B.7.a., b. or c., as applicable |
| 36-65 Minutes | Tier 1: \$3,800,000 or more | Article 13.B.7.d. |
| | Tier 2: \$1,700,000 or more (\$1,750,000 or more effective May 2, 2022) but less than \$3,800,000 | Article 13.B.7.a., b., or c., as applicable |
| 66-95 Minutes | Tier 1: \$4,000,000 or more | Article 13.B.7.d. |
| | Tier 2: \$3,000,000 or more but less than \$4,000,000 | Article 13.B.7.a., b., or c., as applicable |
| 96 Minutes or more | Tier 1: \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more* | Article 13.B.7.d. |
| | Tier 2: \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more | Article 13.B.7.a., b., or c., as applicable |

“*Minimum initial compensation for contracts entered into on or after [the 1st of the month immediately following the date the AMPTP receives notice of ratification] for a High Budget SVOD Program that is 96 minutes or longer with a budget of \$30 million or more and made for a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada shall be as follows:

| | <i>[Effective 1st of the month immediately following the date the AMPTP receives notice of ratification] - 05/01/24</i> | 05/02/24 - 05/01/25 | 05/02/25 - 05/01/26 |
|--|--|--|--|
| <u>Story</u> | <u>\$ 38,394</u> | <i>[subject to Year 2 general wage increase and diversion in Item 3]</i> | <i>[subject to Year 3 general wage increase and diversion in Item 3]</i> |
| <u>Teleplay</u> | <u>65,587</u> | <i>[subject to Year 2 general wage increase and diversion in Item 3]</i> | <i>[subject to Year 3 general wage increase and diversion in Item 3]</i> |
| <u>Story and Teleplay</u> | <u>100,000</u> | <i>[subject to Year 2 general wage increase and diversion in Item 3]</i> | <i>[subject to Year 3 general wage increase and diversion in Item 3]</i> |
| <u>For those High Budget SVOD Programs in excess of one hundred twenty (120) minutes, compensation is based on the minimum shown above plus, for each additional thirty (30) minutes or less, the following additional payments:</u> | | | |
| <u>Story</u> | <u>\$ 5,902</u> | <i>[subject to Year 2 general wage increase and diversion in Item 3]</i> | <i>[subject to Year 3 general wage increase and diversion in Item 3]</i> |
| <u>Teleplay</u> | <u>11,005</u> | <i>[subject to Year 2 general wage increase and diversion in Item 3]</i> | <i>[subject to Year 3 general wage increase and diversion in Item 3]</i> |
| <u>Story and Teleplay</u> | <u>14,769</u> | <i>[subject to Year 2 general wage increase and diversion in Item 3]</i> | <i>[subject to Year 3 general wage increase and diversion in Item 3]</i> |

* * *

“e. Residual Compensation

* * *

“(2) Subsequent Use on the Domestic Subscription Consumer Pay Platform on Which the High Budget SVOD Program Was Initially Exhibited.

“For use on the subscription consumer pay platform in the United States and Canada on which the High Budget SVOD Program is initially exhibited during the first exhibition year after the ninety (90) day period following the initial availability of the Program on such platform, and for each year of domestic use thereafter, the Company shall pay residuals calculated by multiplying the applicable residual base set forth in subparagraph (a) below by the applicable percentage for the period of use set forth in subparagraph (b) below and by the subscriber factor set forth in subparagraph (c) below.

“(a) Base for High Budget SVOD Program Residual

“The following residual bases are applicable to a one-time High Budget SVOD Program or an episode of a High Budget SVOD series and shall apply in perpetuity to that program or episode:

| Program Length in Minutes | Story | Teleplay | Story and Teleplay |
|---|---------------------------|----------------------------|----------------------------|
| 20-35 minutes | | | |
| 05/02/20 - 05/01/21 | \$6,073 | \$ 9,861 | \$15,178 |
| 05/02/21 - 05/01/23 | 6,528 | 10,601 | 16,316 |
| <i>[first Sunday following AMPTP's receipt of notice of ratification] - 05/01/26</i> | <u>\$6,691</u> | <u>\$10,866</u> | <u>\$16,724</u> |
| 36-65 minutes | | | |
| 05/02/20 - 05/01/21 | 11,034 | 19,111 | 27,588 |
| 05/02/21 - 05/01/23 | 11,862 | 20,544 | 29,657 |
| <i>[first Sunday following AMPTP's receipt of notice of ratification] - 05/01/26</i> | <u>12,159</u> | <u>21,058</u> | <u>30,398</u> |
| 66-95 minutes* | | | |
| 05/02/20-05/01/21 | 16,583 | 29,396 | 41,460 |

| | | | |
|--|---------------|---------------|---------------|
| 05/02/21 - 05/01/23 | 17,827 | 31,601 | 44,570 |
| <u>[first Sunday following AMPTP's receipt of notice of ratification] - 05/01/26</u> | <u>18,273</u> | <u>32,391</u> | <u>45,684</u> |
| 96 minutes or more* | | | |
| 05/02/20-05/01/21 | 21,732 | 38,989 | 54,332 |
| 05/02/21 - 05/01/23 | 23,362 | 41,913 | 58,407 |
| <u>[first Sunday following AMPTP's receipt of notice of ratification] - 05/01/26</u> | <u>23,946</u> | <u>42,961</u> | <u>59,867</u> |

“*The residual base for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$13 million or more and made for a subscription consumer pay platform with 20 million or more domestic subscribers shall be the applicable minimum as set forth in Article 13.B.7.a., b. and c. for a program length in minutes of either ‘90 or less (but more than 75)’ or ‘120 or less (but more than 90),’ as applicable, except that the residual bases for a High Budget SVOD Program that is 96 minutes or longer with a budget of \$30 million or more shall be as follows: \$30,000 (Story); \$53,823 (Teleplay); \$75,000 (Story and Teleplay).”

“(b) Percentage of Above Base Rate Payable for Residuals

| Exhibition Year* | Percentage of Applicable High Budget SVOD Program Residual Base |
|-------------------------|--|
| Year 1* | 45.0% |
| Year 2 | 40.0% |
| Year 3 | 35.0% |
| Year 4 | 25.0% |
| Year 5 | 20.0% |
| Year 6 | 15.0% |
| Year 7 | 10.0% |
| Year 8 | 10.08.0% |
| Year 9 | 10.0 5.0% |
| Year 10 | 5.0 4.5% |
| Year 11 | 5.0 3.0% |
| Year 12 | 5.0 2.5% |
| Each Year thereafter | 1.5% |

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

(c) Subscriber Factor

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

| Subscriber Tier | Domestic Subscribers | Subscriber Factor |
|------------------------|--|--------------------------|
| 1 | Under 1 million | 20%* |
| 2 | 1 million to 5 million | 40.0% |
| 3 | Over 5 million but fewer than 20 million | 65.0% |
| 4 | 20 million to 45 million | 100.0% |
| 5 | Over 45 million | 150.0% |

*No residual shall be owed for the first year of exhibition of a High Budget SVOD Program or series produced for initial

exhibition on a subscription consumer pay platform with fewer than 1,000,000 domestic subscribers.

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

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

“(d) Payment

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

Make conforming changes as needed.

21. Foreign Residuals Formula for a High Budget SVOD Program in the Sideletter on Literary Material Written for Programs Made for New Media and Bundled Subscription Consumer Pay Platform (WGA Proposal No. 25-A)

Modify Paragraphs 4.e. and 4.h. of the Sideletter on Literary Material Written for Programs Made for New Media to provide that Writers of High Budget SVOD programs exhibited on a foreign subscription consumer pay platform related to or affiliated with a domestic subscription consumer pay platform shall be paid a fixed residual for each exhibition year of use in foreign markets based on a new Foreign High Budget SVOD Subscriber Factor, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“e. Residual Compensation

* * *

“(3) Use on a Foreign Subscription Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Consumer Pay Platform ^[footnotes omitted]

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

“(i) When Company licenses the right to exhibit a High Budget SVOD Program to a domestic subscription consumer pay platform with over 45 million subscribers

and also licenses SVOD rights for use on its related or affiliated foreign subscription consumer pay platform(s), Company shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the domestic subscription consumer pay platform) that is thirty-five percent (35%) of the domestic residual set forth in subparagraph 4.e.(2) above, calculated by multiplying the applicable residual base set forth in subparagraph 4.e.(2)(a) above by the applicable Exhibition Year percentage for the period of use set forth in subparagraph 4.e.(2)(b) above and by the Foreign Subscriber Factor set forth below.

| <u>“Subscriber Tier</u> | <u>Foreign Subscribers</u> | <u>Subscriber Factor</u> |
|-------------------------|---|--------------------------|
| <u>1</u> | <u>Fewer than 20 million</u> | <u>47%</u> |
| <u>2</u> | <u>20 million to 45 million</u> | <u>60.0%</u> |
| <u>3</u> | <u>More than 45 million but fewer than 75 million</u> | <u>75.0%</u> |
| <u>4</u> | <u>75 million or more</u> | <u>90.0%</u> |

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

“This subparagraph 4.e.(3)(a)(i) does not apply to any program or episode of a High Budget SVOD series for which the literary material is written prior to [the first Sunday following the AMPTP’s receipt of notice of ratification]; instead, Company shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the domestic subscription consumer pay platform) that is thirty-five percent (35%) of the domestic residual set forth in subparagraph 4.e.(2) above.

“(ii) However, when Company’s license includes the SVOD rights for use on the related or affiliated foreign subscription consumer pay platform(s) of such domestic subscription consumer pay platform in foreign territories which constitute fifteen percent (15%) or less of the value of all foreign markets (*i.e.*, outside the United States and Canada), then gross receipts-based residuals for such foreign SVOD licensing shall be paid pursuant to subparagraph 4.e.(2)(b)(ii) below in lieu of the foreign fixed residual in subparagraph 4.e.(2)(a)(i) above. In that case, the Company shall allocate a fair and reasonable portion of the license fee to the

foreign territories for which related or affiliated foreign subscription consumer pay platform(s) have exhibition rights, and make a residual payment equal to 1.2% of such allocated amount.^{6, 7} If the Guild contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated.

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

“(i) When a Company licenses the right to exhibit a High Budget SVOD Program to a domestic subscription consumer pay platform with 45 million or fewer subscribers and also licenses “worldwide” SVOD rights to its related or affiliated foreign subscription consumer pay platform(s), the Company shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial exhibition on the domestic subscription consumer pay platform) that is an additional percentage of the domestic residual set forth in subparagraph 4.e.(2) above according to the schedule as set forth in subparagraph 4.e.(3)(a)(i) above.

“(ii) When a Company licenses the right to exhibit a High Budget SVOD Program to a domestic subscription consumer pay platform with 45 million or fewer subscribers and also licenses foreign SVOD rights other than “worldwide” to its related or affiliated foreign subscription consumer pay platform(s), the Company

⁶ If the Company is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor's payments to unrelated or unaffiliated entities in arm's length transactions for comparable programs, or, if none, then the amounts received by the Company from unrelated and unaffiliated exhibitors in arm's length transactions, or, if none, a comparable exhibitor's payments to comparable unrelated and unaffiliated entities in arm's length transactions for comparable programs.

⁷ At the Guild's request, the Company must make an unredacted license agreement available for inspection at the Company's office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the Sideletter on the Exhibition of Motion Pictures Transmitted Via New Media.

shall make a residual payment equal to 1.2% of “accountable receipts” as defined in Paragraph 3 of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media. For purposes of this provision, when the license includes both the right to exhibit a High Budget SVOD Program on a domestic subscription consumer pay platform and on its related or affiliated foreign consumer pay platform(s), the Company shall allocate a fair and reasonable portion of the license fee to the foreign territories for which related or affiliated foreign subscription consumer pay platform(s) have exhibition rights, and then make the residual payment provided herein of such allocated amount.^{8,9} If the Guild contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated.”

* * *

“h. Subscriber Count for High Budget SVOD Programs

- “(1) The number of domestic (and foreign, if applicable) subscribers shall be determined as of July 1st of each year of the Agreement and shall apply for all purposes under Paragraph 4 of this Sideletter to a High Budget SVOD Program or episode of a High Budget SVOD series, the literary material for which is written on or after July 1st of the measuring year but not later than June 30th of the following year. The number of domestic (and foreign, if applicable) subscribers so determined shall apply to the Program or the episode of the High Budget SVOD series in perpetuity.

⁸ If the Company is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor’s payments to unrelated or unaffiliated entities in arm’s length transactions for comparable programs, or, if none, then the amounts received by the Company from unrelated and unaffiliated exhibitors in arm’s length transactions, or, if none, a comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arm’s length transactions for comparable programs.

⁹ At the Guild’s request, the Company must make an unredacted license agreement available for inspection at the Company’s office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media.

- “(2) In addition to any other exclusion agreed to by the parties, the domestic (and foreign, if applicable) subscriber count for any subscription consumer pay platform shall exclude subscribers during any ‘free trial period’ of no more than thirty (30) days.
- “(3) The parties shall agree upon a methodology to determine the number of domestic (and foreign, if applicable) subscribers tier(s) when the whose subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music or free shipping.
- “(4) The following shall apply to a new subscription consumer pay platform that launches on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]~~August 2, 2020~~:
- “(a) Such platform is encouraged to enter into good faith discussions with the Guild prior to launch to reach agreement on the number of domestic (and foreign, if applicable) subscribers to be attributed to that platform for purposes of applying the provisions of Paragraph 4 of this Sideletter pertaining to High Budget SVOD Programs.
- “(b) The number of domestic (and foreign, if applicable) subscribers to a new subscription consumer pay platform shall be determined ninety (90) days after launch, and shall apply for the remainder of the measuring year (*i.e.*, until the July 1st immediately following the 90th day after launch). Thereafter, the number of domestic (and foreign, if applicable) subscribers shall be determined as of July 1st of each year of the Agreement as provided in subparagraph h.(1) above.
- “(c) Absent any agreement to the contrary between the new subscription consumer pay platform and the Guild:
- “(i) Initial compensation and other terms and conditions for a High Budget SVOD Program, the literary material for which is written prior to the ninetieth (90th) day after the launch of a new subscription consumer pay platform, shall be those that are applicable to a High Budget SVOD Program made for a subscription consumer pay platform with fewer than 20 million domestic subscribers.
- “(ii) Residuals for High Budget SVOD Programs, the literary material for which is written prior to the ninetieth (90th) day after launch, shall be calculated according to the number of domestic (and foreign, if applicable) subscribers to the subscription consumer pay platform as of ninety (90) days after launch.”

* * *

“SIDELETTER RE: ‘BUNDLED’ SUBSCRIPTION CONSUMER PAY PLATFORMS

As of May 2, 2017
Revised as of May 2, 2020
Revised as of September 25, 2023

“Carol A. Lombardini
President
Alliance of Motion Picture and Television Producers, Inc.
15301 Ventura Boulevard, Building E
Sherman Oaks, CA 91403

Re: “Bundled” Subscription Consumer Pay Platforms

“Dear Carol:

“During the negotiations for the 2023~~0~~ Theatrical and Television Basic Agreement (“MBA”), the parties discussed the difficulty of determining the number of applicable domestic (and/or foreign, if applicable) subscriber tier when a subscriber’s whose subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music, or free shipping, (e.g., Amazon Prime). ~~Ultimately, the parties reached agreement on the number of domestic subscribers that certain of those platforms (e.g. Amazon Prime) will be considered to have for the term of the MBA.~~

“Should an issue arise during the term of the MBA as to the number of domestic (and/or foreign, if applicable) subscriber tier applicable number of domestic subscribers to a subscription consumer pay platform in these circumstances, the parties will enter into good faith discussions to reach agreement on the number of domestic domestic (and/or foreign, if applicable) subscriber tier applicable to be attributed to that platform for purposes of applying the provisions of the Sideletter on Literary Material Written for Programs Made for New Media to the 2023~~0~~ MBA pertaining to High Budget SVOD Programs. In such discussions, the parties shall be guided by their previous agreements.

“If the parties cannot reach agreement on the number of domestic subscribers for domestic (and/or foreign, if applicable) subscriber tier applicable to that platform, the issue will be submitted to a ‘best offer’ arbitration (that is, each party shall submit to the arbitrator its offer for the number of domestic subscribers and the arbitrator shall choose from the two figures offered). The parties will meet to discuss the list of potential arbitrators to decide this issue within sixty (60) days of the effective date of 2023~~0~~ MBA. If the parties cannot agree upon the list of potential arbitrators, the arbitrator shall be selected utilizing the procedure in Article 11.C.2. of the MBA and using the Los Angeles list of arbitrators.”

Sincerely,

WRITERS GUILD OF AMERICA, WEST, INC.,
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.

By: /s/ David J. Young Ellen Stutzman
David J. Young Ellen Stutzman
Assistant Executive Director, WGAW

ACCEPTED AND AGREED:

The respective signatory companies represented by
the ALLIANCE OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.

By: /s/ Carol A. Lombardini
Carol A. Lombardini
President”

Make conforming changes as needed.

22. Establish Performance-Metric Bonus for High Budget SVOD Programs (WGA Proposal No. 25-B)

Add a new subparagraph (9) to Paragraph 4.e. of the Sideletter on Literary Material Written for Programs Made for New Media to provide as follows:

“(9) ‘Performance-Metric’ Bonus

“Company shall pay a bonus to the credited writer(s) of each episode of a season of a High Budget SVOD series or serial, or of a High Budget SVOD multi-part, closed-end series or of a one-time High Budget SVOD Program that has a ‘performance metric’ (see definition in subparagraph (a) below) of twenty percent (20%) or more on the SVOD service for which it was made (‘SVOD Service’).

“(a) Definition of ‘Performance Metric’¹

“The ‘performance metric’ is calculated by dividing the total number of ‘domestic views’ (see definition in subparagraph (b) below) by the total number of domestic subscribers.²

¹ Company may rely on the determination by the SVOD Service whether eligibility for the ‘performance metric’ has been met for any High Budget SVOD Program. Subparagraph (f) is the sole mechanism for the Guild to verify information about the ‘performance-metric’ bonus or its calculation.

² For purposes of determining the ‘performance metric’ bonus, the SVOD Service shall determine the number of domestic subscribers as of July 1st of each year of the Agreement. The SVOD Service shall apply that number when the first episode of the season, the first part of a multi-part, closed-end series or the High Budget SVOD Program is first made available on the

$$\text{“Performance Metric = } \frac{\# \text{ Domestic Views}}{\# \text{ Domestic Subscribers}}$$

“(b) Definition of ‘Domestic Views’

“The number of ‘domestic views’ of a season of a High Budget SVOD series or serial or a multi-part, closed-end series is calculated by dividing the total hours streamed domestically during the first ninety (90) days after each episode in the season of a High Budget SVOD series or serial or each part of a multi-part, closed end series is made available on the SVOD Service by the total runtime of all episodes in the season or all parts of a multi-part, closed end series.

“For a one-time High Budget SVOD Program, the number of ‘domestic views’ is calculated by dividing the total hours streamed domestically on the SVOD Service during the first ninety (90) days after the one-time High Budget SVOD Program is made available on the SVOD Service by the total runtime of the High Budget SVOD Program.

“(Both the hours streamed and the runtime are determined by rounding to the nearest one-tenth (1/10th) hour.)

$$\text{“Views = } \frac{\text{Total Hours Streamed Domestically in 1st 90 Days}}{\text{Total Runtime (in hours)}}$$

“(c) Subsequent Year Eligibility

“Eligibility for the ‘performance-metric’ bonus shall also be determined for each subsequent Exhibition Year as defined in Paragraph 4.e.(2)(b). The formula for determining eligibility is the same as provided in paragraphs (a) and (b) above, except that

SVOD Service on or after July 1st of the measuring year but not later than June 30th of the following year. Likewise, the SVOD Service shall make a separate determination of the number of domestic subscribers for each subsequent Exhibition Year as of July 1st of each year of the Agreement by applying that number when the first day that the first episode of that season, first part of a multi-part, closed end series or High Budget SVOD Program is made available in any second or subsequent Exhibition Year on or after July 1st of the measuring year but no later than June 30th of the following year. For example, if an SVOD Service has 25 million domestic subscribers as of July 1, 2023 and makes the first episode of the first season of a High Budget SVOD series available on March 1, 2024, the applicable number of domestic subscribers is 25 million for purpose of calculating the ‘performance metric’ bonus for that season of the series. It is understood by the parties that the foregoing applies in lieu of Paragraph 4.h.(1) of this Sideletter.

the total hours streamed is counted for the first ninety (90) days of the subsequent Exhibition Year.

“(d) If the ‘performance metric’ is met, the credited writer(s) shall receive a bonus of fifty percent (50%) of the applicable fixed High Budget SVOD residual payable to the credited writer(s) for the applicable Exhibition Year. (The fifty percent (50%) of the applicable fixed High Budget SVOD residual shall include the foreign fixed High Budget SVOD residual for any service that pays such residual.)

“Payment of the ‘performance-metric’ bonus shall be due sixty (60) days after the end of the calendar quarter in which the ninety (90) day measuring period for domestic views is complete.

“(e) Example: Program XYZ is a High Budget SVOD series with ten (10) episodes in its second season that are each 35 minutes in length. The literary material for the entire second season was written after *[the first Sunday following the AMPTP’s receipt of notice of ratification]*. All episodes were first made available on the SVOD Service on *[insert date that is after the first Sunday following the AMPTP’s receipt of notice of ratification and on or after January 1, 2024]*. At all relevant times, the SVOD Service has fifty (50) million domestic subscribers and eighty (80) million foreign subscribers on a worldwide basis. Collectively, all episodes of the second season of Program XYZ had seventy (70) million hours streamed domestically in the first ninety (90) days after the episodes were made available on the SVOD Service.

“To determine whether the second season of Program XYZ qualifies for a ‘performance-metric’ bonus in its first Exhibition Year, the total number of domestic views is determined by dividing the total number of domestic hours streamed (seventy (70) million hours) of all episodes in the second season by the total runtime in hours (5.8 hours rounded as provided herein) of the second season. The ‘performance metric’ is then determined by dividing the total number of domestic views (70 million/5.8 hours) by the total number of domestic subscribers (50 million).

$$\text{Domestic Views} = \frac{\text{Total Domestic Hours Streamed} = 70\text{M}}{\text{Total Runtime (in hours)} \quad 5.8}$$

$$\text{Performance Metric} = \frac{\text{Domestic Views}}{\text{Total Number of Domestic Subscribers}}$$

$$= [70 \text{ M hours} \div 5.8 \text{ hours}] \div 50\text{M domestic subscribers}$$

= 0.241 (or 24.1%), which is greater than the twenty percent (20%) threshold for payment and would, therefore, trigger payment of the ‘performance-metric’ bonus.

“Assuming that each credited writer wrote a story and teleplay, each credited writer would receive an additional 50% of the fixed High Budget SVOD residual (which, in this example, includes both the domestic and foreign fixed residual) that applies to Exhibition Year 1 (e.g., \$9,031 per episode), for a total of \$90,310 collectively to all credited writers for the season.

“(f) Should the Guild provide written notice to the SVOD Service and the Company that it disputes whether a High Budget SVOD Program qualifies for a ‘performance-metric’ bonus, the dispute shall be submitted promptly to a third party jointly chosen by the SVOD Service and the Guild for determination by audit (or other procedure determined by the third party) (hereafter ‘audit’). The audit shall be for the sole purpose of verifying to the Guild, the SVOD Service and the Company whether the season of the High Budget SVOD series or serial, the multi-part, closed end series or one-time High Budget SVOD Program is entitled to a performance-metric bonus (‘yes/no’). The third party must execute a confidentiality agreement approved by the SVOD Service. The Guild and the SVOD Service shall evenly split the costs and fees associated with any such audit. The Guild shall not be entitled to obtain information about the number of domestic subscribers, the hours streamed domestically, the running time or the ‘performance metric’ of the High Budget SVOD Program.

“The Guild retains any and all rights to pursue grievance and arbitration as provided in the MBA should a Company fail to pay the performance-metric bonus within sixty (60) days after the third party confirms that such a bonus is due.

“(g) The foregoing is effective for a season of a High Budget SVOD series, a multi-part, closed-end series or a High Budget SVOD Program that is initially exhibited on the SVOD Service on or after January 1, 2024 (even if the literary material for the High Budget SVOD Program were written under a prior MBA).”

Make conforming changes, including by modifying Paragraph 4.a.(1) to provide that the terms and conditions set forth in “Paragraph 4 (other than as provided in Paragraph 4.e.(9) below) shall not apply.”

23. Data Transparency (WGA Proposal No. 25-B)

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

“As of September 25, 2023

“Ellen M. Stutzman
Assistant Executive Director
Writers Guild of America West
7000 W. Third Street
Los Angeles, CA 90048

“Re: Data Transparency

“Dear Ellen:

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

“Commencing [the date that is the start of the first calendar quarter following the AMPTP’s receipt of notice of ratification of the 2023 WGA MBA], and subject to a confidentiality agreement satisfactory to the related/affiliated SVOD service, the related/affiliated SVOD service shall, within ninety (90) days of the expiration of each calendar quarter, provide the following information for each High Budget SVOD Program covered under the 2023 MBA or any prior MBA that was made for that related/affiliated SVOD service:

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

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

“the running time of the High Budget SVOD Program

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

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

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

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

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

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

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

“This agreement shall expire at the end of the term of the 2023 MBA.”

[SIGNATURE BLOCKS OF GUILD AND PRODUCERS OMITTED]

24. Minimum Terms and Conditions for ‘High Budget’ Non-Dramatic Programs Made for Subscription Consumer Pay Platforms (WGA Proposal No. 27) (Producers’ Proposal of August 11, 2023)

- i. Revise the first paragraph of Paragraph 2 to the Sideletter on Literary Material Written for Programs Made for New Media as follows:*

“2. Terms and Conditions for “Derivative New Media Productions” (Other than “High Budget” Dramatic Derivative Programs and Series Made for a Subscription Consumer Pay Platform and Other than ‘High Budget’ Derivative Non-Dramatic Programs Made for a Subscription Consumer Pay Platform)

“A ‘Derivative New Media Production’ is a production for New Media based on an existing television motion picture that was produced for “traditional” media – e.g., a

free television, basic cable, or pay television motion picture (the ‘Original Production’) – and is otherwise included among the types of motion pictures traditionally covered by the MBA. The following provisions apply to ‘Derivative New Media Productions’ other than ‘high budget’ dramatic derivative programs and series made for a subscription consumer pay platform (‘SVOD’) described in Paragraph 4 below and other than ‘high budget’ derivative non-dramatic programs made for SVOD described in Paragraph 5 below.”

ii. *Revise the first paragraph of Paragraph 3 to the Sideletter on Literary Material Written for Programs Made for New Media as follows:*

“3. Terms and Conditions for ‘Original New Media Productions’ (Other than ‘High Budget’ Dramatic Original Programs and Series Made for SVOD a Subscription Consumer Pay Platform and Other than ‘High Budget’ Original Non-Dramatic Programs Made for SVOD)

“The following provisions apply to ‘Original New Media Productions’ other than ‘high budget’ dramatic original programs and series made for SVOD ~~a subscription consumer pay platform~~ described in Paragraph 4 below and other than ‘high budget’ original non-dramatic programs made for SVOD described in Paragraph 5 below.”

iii. *Add a new Paragraph 5 to the Sideletter on Literary Material Written for Programs Made for New Media (and renumber the existing Paragraph 5 as applicable) as follows:*

“5. Terms and Conditions for ‘High Budget’ Derivative and Original Non-Dramatic Programs Made for Initial Exhibition on a Subscription Consumer Pay Platform

“a. ‘High Budget SVOD Non-Dramatic Programs’ Defined

“The terms and conditions set forth in this Paragraph 5 shall be applicable only to the following derivative and original ‘comedy-variety programs’ (as that term is defined in Article 1.C.22. of Appendix A) (‘High Budget Comedy-Variety SVOD Programs’), ‘quiz and audience participation program(s)’ (as that term is defined in Article 1.C.22 of Appendix A) (‘High Budget Quiz and Audience Participation SVOD Programs’ or ‘other non-dramatic programs’ (of a type covered under Article 13.B.6. of Appendix A) (‘High Budget Other Non-Dramatic SVOD Programs’) made for initial exhibition on SVOD which meet the following ‘high budget’ criteria and are not excluded as provided in Paragraph 5.b. below (collectively, ‘High Budget SVOD Non-Dramatic Programs’):

| <u>Length of Program as Initially Exhibited*</u> | <u>“High Budget” Threshold (Per episode)**</u> |
|--|--|
| <u>20-35 Minutes</u> | <u>\$600,000</u> |
| <u>36-65 Minutes</u> | <u>\$1,150,000 and above</u> |
| <u>66-95 Minutes</u> | <u>\$1,500,000 and above</u> |
| <u>96 Minutes or more</u> | <u>\$2,200,000 and above</u> |

“* Programs less than 20 minutes are not considered ‘high budget’ for the purpose of this Sideletter, regardless of their budgets.

“** The ‘High Budget’ Threshold for a High Budget SVOD Comedy-Variety Program produced and initially exhibited four (4) or more times per week shall be \$150,000 or more per episode for a 20-35 minute program and \$250,000 or more per episode for a program 36 minutes or longer.

The ‘High Budget’ Threshold for a High Budget Other Non-Dramatic SVOD Program produced and initially exhibited four (4) or more times per week and for a High Budget Quiz and Audience Participation SVOD Program produced and initially exhibited four (4) or more times per week shall be \$125,000 or more per episode for a 20-35 minute program and \$150,000 or more per episode for a program 36 minutes or longer

“(The above-described programs that meet these ‘High Budget’ Thresholds are hereinafter referred to as ‘High Budget SVOD Strip Non-Dramatic Programs.’)

- “b. The terms and conditions set forth in this Paragraph 5 shall be applicable prospectively only. They shall not apply to any program or season of a series that would otherwise qualify as a ‘High Budget SVOD Non-Dramatic Program’ within the meaning of this Paragraph 5, for which the literary material of the program, in the case of a one-time program, or the literary material of the first episode of the season, in the case of a series, is written prior to [the date that is 90 days following the AMPTP’s receipt of notice of ratification]. In the case of a series in its first or second season, the terms and conditions shall not apply to the first and/or second season of a series for which the literary material of the first episode of the series is written prior to [the date that is 90 days following the AMPTP’s receipt of notice of ratification]. The third or subsequent season on such series shall be subject to the terms and conditions set forth herein. Any program or any season of a series excluded under this paragraph shall continue to be subject to the terms of Paragraph 2 or 3 of this Sideletter, as applicable.

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

“c. Tier 1 and Tier 2 Defined:

“For purposes of Paragraph 5.d. below, Tier 1 and Tier 2 shall be defined as follows:

| <u>Program Length</u> | <u>Budget Tier*</u> |
|---------------------------|--|
| <u>20-35 Minutes</u> | <u>Tier 1: \$1,100,000 or more</u> |
| | <u>Tier 2: \$600,000 or more but less than \$1,100,000</u> |
| <u>36-65 Minutes</u> | <u>Tier 1: \$2,000,000 or more</u> |
| | <u>Tier 2: \$1,150,000 or more but less than \$2,000,000</u> |
| <u>66-95 Minutes</u> | <u>Tier 1: \$2,500,000 or more</u> |
| | <u>Tier 2: \$1,500,000 or more but less than \$2,500,000</u> |
| <u>96 Minutes or more</u> | <u>Tier 1: \$3,200,000 or more</u> |
| | <u>Tier 2: \$2,200,000 or more but less than \$3,200,000</u> |

* All High Budget SVOD Strip Non-Dramatic Programs are treated as Tier 2.

** A one-time High Budget SVOD Non-Dramatic Program that is a live exhibition of a parade or similar event that would air outside of prime time if made for traditional television is treated as Tier 2.

“d. Terms and Conditions for High Budget SVOD Non-Dramatic Programs^{1,2}

“(1) Initial Compensation

“(a) (i) Minimum initial compensation for writers employed on a High Budget SVOD Comedy-Variety Program shall be the rate in Article 13.B.2.of Appendix A that is applicable to a program of the same length, except as otherwise provided in subparagraph (ii) below.

“(ii) (A) Tier 1 Programs shall be considered subject to the ‘prime time’ rates, and Tier 2 Programs shall be subject to the ‘non-prime time’ rates.

“(B) Add the following after the first full paragraph of Article 13.B.2.b. of Appendix A:

In the event of a series order of fewer than nine (9) weekly units, at the request of the Company, the Guild shall grant a waiver allowing each writer to be employed under this subparagraph b. on a term contract guaranteeing not less than the number of weekly units which the Company is committed to produce. If the Company obtains a commitment for production of one (1) or more additional weekly units, each writer shall be guaranteed employment of not less than the number of additional weekly units which the Company is committed to produce. In no event will the Company be required to guarantee the writer employment for more than an additional thirteen (13) weekly units.

¹ For purposes of determining the applicable minimum compensation and other terms and conditions under Paragraph 5 of this Sideletter, the parties agree that an episode of a High Budget SVOD Non-Dramatic series may exceed the ‘program length’ which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD Non-Dramatic series falls in the 20-35 minute category, a given episode of such series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

² A High Budget SVOD Non-Dramatic Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget SVOD Non-Dramatic Program between 36 and 65 minutes in length shall be treated as a 60-minute program; a High Budget SVOD Non-Dramatic Program between 66 and 95 minutes in length shall be treated as a 90-minute program; and a High Budget SVOD Non-Dramatic Program 96 minutes or longer shall be treated as a 120-minute program.

“(C) Modify the title of Article 13.B.2.b.(2) of Appendix A to provide:

“(2) Minimum Variety Show Commitment – Aggregate Minimum Compensation for Programs Broadcast Produced and Exhibited No More than One Per Week”

“(D) Modify Article 13.B.2.b.(4) of Appendix A to provide:

“(4) Minimum Variety Show Commitment – Aggregate Minimum Compensation For Programs Broadcast Produced and Exhibited Two, Three or Four Times Per Week

“The combined applicable minimum compensation to all writers shall be the applicable minimum computed pursuant to subparagraph 2.b.(2) above for a program of equal length broadcast produced and exhibited once a week plus a percentage of the difference between the figure derived from such computation and the applicable minimum computed pursuant to subparagraph 2.b.(3) above for a program of equal length broadcast produced and exhibited five (5) times per week, as follows:

| <u>Number of Programs Broadcast Produced and Exhibited Per Week</u> | <u>Percentage of Difference</u> |
|---|---------------------------------|
| <u>2</u> | <u>40</u> |
| <u>3</u> | <u>60</u> |
| <u>4</u> | <u>80</u> |

“(b) (i) Minimum initial compensation for writers employed on a High Budget Quiz and Audience Participation SVOD Program shall be the rate applicable under Article 13.B.4.a. or b. of Appendix A, except as otherwise provided in subparagraph (ii) below.

“(ii) (A) Modify Article 13.B.4.a.(1) of Appendix A as follows:

“(1) To a writer employed week-to-week or on a term contract guaranteeing thirteen (13) weekly units or ~~when subparagraph c. below applies~~ fewer’

“(B) Modify Article 13.B.4.b.(1) of Appendix A as follows:

‘(1) To a writer employed week-to-week or on a term contract guaranteeing thirteen (13) weekly units or when subparagraph 4.c. below applies fewer’

“(C) For the first fifty-two (52) weeks of production of a High Budget Quiz and Audience Participation SVOD series, minimum initial compensation for writers guaranteed thirteen (13) or more weekly units shall be two-thirds (2/3) of the applicable rates in subparagraph (i) above. For the second fifty-two (52) weeks of production, minimum initial compensation for writers guaranteed thirteen (13) or more weekly units shall be five-sixths (5/6) of the applicable rates in subparagraph (i) above. Thereafter, the minimum initial compensation for such series shall be the applicable rates in subparagraph (i) above.

“(D) When a writer is guaranteed thirteen (13) weeks or more, if the Company cancels a writer's contract at the end of any cycle, except when the program is canceled, the Company shall give two (2) weeks’ advance notice of cancellation or pay in lieu thereof. A contract which by its own terms expires at the end of a cycle does not require any notice.

“(c) Minimum initial compensation for writers employed on a High Budget Other Non-Dramatic SVOD Program shall be \$3,754 per week [subject to the general wage increases in each year of the Agreement and diversion in Item 3].

“(d) The provisions for self-contained portions of programs in Article 13.B.3. of Appendix A shall apply to High Budget SVOD Non-Dramatic Programs covered under this Paragraph 5.

“(e) For clarity, Article 13.B.7. of Appendix A shall apply to High Budget SVOD Non-Dramatic Programs covered by this Paragraph 5.

“(2) Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to High Budget SVOD Non-Dramatic Programs covered by this Paragraph 5 shall be those set forth in Appendix A. Tier 1 Programs shall be subject

to ‘prime time’ terms and conditions and Tier 2 Programs shall be subject to ‘non-prime time’ terms and conditions.

“In the event of a conflict between the provisions of this Paragraph 5 and the provisions incorporated herein, this Paragraph 5 shall control.

“In recognition that programs made for new media may involve a new and evolving form of production and may not be subject to the same production model and delivery requirements as apply to traditional non-dramatic programs under Appendix A, the WGA agrees to consider in good faith requests for waivers to the provisions of Appendix A.

“(3) Residual Compensation

“Refer to Paragraph 3.b.(4) above for residual compensation for a High Budget SVOD Non-Dramatic Program. The limitation to programs budgeted at or above \$25,000 per minute in Paragraph 3.b.(4)(b)(i) and (ii) shall not apply to a High Budget SVOD Non-Dramatic Program.

“(4) Serials - Other than Prime Time (Appendix A, 13.B.5.) (‘Daytime Serials’)

“In the event a daytime serial that was previously produced for television continues in production but is subsequently made for initial exhibition in SVOD, the provisions set forth in Appendix C, Paragraphs 2.a.(1) and (2) shall apply.”

25. Generative Artificial Intelligence (WGA Proposal No. 29)

Add a new Article 72 regarding Generative Artificial Intelligence as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“ARTICLE 72 GENERATIVE ARTIFICIAL INTELLIGENCE

“A. The parties acknowledge that definitions of generative artificial intelligence (‘GAI’) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney, Dall-E). It does not include ‘traditional AI’ technologies such as those used in CGI and VFX and those programmed to perform operational and analytical functions.

“B. The Companies agree that because neither traditional AI nor GAI is a person, neither is a ‘writer’ or ‘professional writer’ as defined in Articles 1.B.1.a., 1.B.1.b., 1.C.1.a. and 1.C.1.b. of this MBA, and, therefore, written material produced by traditional AI or GAI shall not be considered literary material under this or any prior MBA.

“C. Should a Company furnish a writer with written material produced by GAI which has not been previously published or exploited, and instruct the writer to use the GAI-produced material as the basis for writing literary material:

“1. The Company shall disclose to that writer that the written material was produced by GAI.

“2. The GAI-produced written material shall not be considered assigned material for purposes of determining the writer’s compensation.

“3. The GAI-produced written material shall not be considered source material for purposes of determining writing credit.

“4. The GAI-produced written material shall not be the basis for disqualifying a writer from eligibility for separated rights.

“This subparagraph C. also applies when a writer, with the consent of the Company, uses GAI in the course of preparing literary material. Company agrees that it will not publish or exploit GAI written material for the purposes of evading this provision.

“When a writer, with the consent of the Company, uses GAI in the course of preparing written material or incorporates GAI-produced material in written material, such written material shall be considered literary material and not material ‘produced’ by GAI.

“The following examples illustrate application of this subparagraph C.:

“EXAMPLE 1:

“Company furnishes Writer A with written material substantially in the form of a screenplay produced by GAI which has not been previously published or exploited and assigns no other materials. Company instructs Writer A to rewrite the GAI-produced written material. Company must pay Writer A no less than the minimum compensation for a screenplay under Article 13.A.1.a.(2), as well as no less than the amount specified in Article 13.A.1.a.(9), ‘Additional Compensation Screenplay – No Assigned Material.’ The GAI-produced written material is not considered source material when determining writing credit to Writer A and will not disqualify Writer A from eligibility for separated rights.

“Company later assigns the screenplay rewritten by Writer A to Writer B and instructs Writer B to rewrite the screenplay rewritten by Writer A. Company must pay Writer B no less than the minimum compensation for a rewrite under Article 13.A.1.a.(3). Writer A’s rewritten screenplay must be considered when determining writing credit to Writer B and eligibility for separated rights.

“EXAMPLE 2:

“Company furnishes Writer A with written material substantially in the form of a story produced by GAI which has not been previously published or exploited and assigns no other materials. Company instructs Writer A to write a teleplay based on the GAI-produced written material. Company must pay Writer A no less than the minimum compensation for a story and teleplay. The GAI-produced story is not considered source material when determining writing credit to Writer A and will not disqualify Writer A from eligibility for separated rights.

“Company later assigns the teleplay written by Writer A to Writer B and instructs Writer B to rewrite the teleplay written by Writer A. Company must pay Writer B no less than the minimum compensation for a rewrite. Writer A’s teleplay must be considered when determining writing credit to Writer B and eligibility for separated rights.

“D. A writer will be required to adhere to the Company’s policies regarding the use of GAI (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights). Any purchase of literary material from a professional writer is also subject to such policies. A writer must obtain the Company’s consent before using GAI. The Company retains the right to reject the use of GAI, including the right to reject a use of GAI that could adversely affect the copyrightability or exploitation of the work.

“E. A Company may not require, as a condition of employment, that a writer use a GAI program which generates written material that would otherwise be ‘literary material’ (as defined in Article 1.A.5.) if written by a writer (as defined in Article 1.B.1.a. and Article 1.C.1.a.) (e.g., a Company may not require a writer to use ChatGPT to write literary material). The preceding sentence does not prohibit a Company from requiring a writer to use a GAI program that does not generate written material, such as a GAI program that detects potential copyright infringement or plagiarism.

“F. The parties acknowledge that the legal landscape around the use of GAI is uncertain and rapidly developing and each party is reserving all rights relating thereto unless otherwise expressly addressed in this Article 72. For example, nothing in this Article 72 restricts any writer who has retained reserved rights under Article 16.B., or the WGA on behalf of any such writer, from asserting that the exploitation of their literary material to train, inform, or in any other way develop GAI software or systems, is within such rights and is not otherwise permitted under applicable law.

“G. Each Company agrees to meet with the Guild during the term of this Agreement at least semi-annually at the request of the Guild and subject to appropriate confidentiality agreements to discuss and review information related to the Company’s use and intended use of GAI in motion picture development and production. The foregoing provision shall not be construed to waive any right of the Guild under the National Labor Relations Act, including but not limited to the right to seek information necessary and relevant to the administration and

enforcement of this Article 72.”

Make conforming changes as needed.

26. Promotional Runs for New Made-for-Network Television Programs on Linear Television (Producers’ Proposal No. P-1)

Modify Article 15.B.1.b.(2)(d) to provide a promotional run for one additional episode of the first season of a new series, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“ARTICLE 15 - TELEVISION EXHIBITION

* * *

“B. TELEVISION RERUNS & FOREIGN TELECASTS OF TELEVISION MOTION PICTURES

* * *

“1. United States and Canada

* * *

“b. Rerun Formula, Free Television, in the United States and Canada

* * *

“(d) The parties agree to the following for the purpose of encouraging the success of new dramatic free television series produced for a network or for The CW. No residual compensation shall be due under Article 15.B.1.b.(2) nor Article 58 for the second run (which may be either on free television or basic cable) of three (3) ~~two~~ programs chosen by the Company from the pilot and ~~first two episodes broadcast during the first production season; other episodes of the first season of a series, subject to a maximum of twenty-five percent (25%) of the total number of episodes ordered (plus the pilot),~~ provided the second run occurs within a two month period following the initial exhibition of each program. (For example, if the total number of episodes, including the pilot, ordered in the first season of a series is eight (8), Company may choose only two (2) episodes of the series (one of which may be the pilot) for a promotional run.) If such second run is on free television, it shall not constitute a “run” for purposes of Article 15.B.1.b.(~~†~~). Company shall be obligated to report any such run to the Guild as required under this Article 15.B., notwithstanding the fact that no

payment shall be due therefor.

“The Company may not utilize this provision at any time after the series has been cancelled.”

Make conforming changes as needed.

27. Sideletter re: Virtual MVPDs

Effective July 1, 2024, remove CBS All Access from the Sideletter regarding virtual MVPD services.

28. Limited Theatrical Exhibition (Producers’ Proposal No. 3)

- a. *Modify Sideletter to Article 15.B.13., Appendices A, B and C and the Sideletter on Literary Material Written for Programs Made for New Media (with reference to Limited Theatrical Exhibition with Admission Charge of Series Episode(s) or MOWs) to add a provision for the limited theatrical exhibition of a one-time High Budget Program made for SVOD 66 minutes or more in length (and make a housekeeping change replacing “multi-part, closed-end series” for “miniseries”) as follows:*

“(1) If one (1) or more episodes of a free television, pay television or basic cable series or one or more episodes of a High Budget SVOD series or multi-part, closed-end series mini-series (as defined in the Sideletter on Literary Material Written for Programs Made for New Media), either alone or in combination with another episode of the same or different series, or a long-form television motion picture made for free television, pay television or basic cable or a one-time High Budget SVOD Program 66 minutes or more in length, (but not one that is a High Budget SVOD Program), is exhibited theatrically with an admission charge after its initial exhibition on television (or, initial availability on a subscription consumer pay platform in the case of a High Budget SVOD Program, series or multi-part, closed-end series mini-series), the Company shall pay to the credited writer(s) an amount equal to three percent (3%) of the Company's “accountable receipts” (as defined in Article 51.C.1.a. of the MBA) derived from licensing the theatrical exhibition rights., and, for this purpose, shall include the fair market value of any in-kind consideration, provided that:

“(a) The theatrical exhibition shall take place at least twenty-four (24) hours after the episode's initial telecast (or, for a High Budget SVOD series or multi-part, closed-end series mini-series, at least twenty-four (24) hours after the episode has been made available for viewing on the streaming service) or at least thirty (30) days after the initial

telecast of a long-form television motion picture or at least forty (40) days after the one-time High Budget SVOD Program 66 minutes or longer has been made available for exhibition on a streaming service;

“(b) The theatrical exhibition shall not exceed eight (8) days, which need not be consecutive, unless the initial theatrical exhibition takes place more than one year after the initial telecast or streaming availability, in which case there is no limit on the length of the theatrical exhibition;”

Make conforming changes, including by making the housekeeping change to replace “mini-series” with “multi-part, closed end series.”

b. *Renew sunset clause in subparagraph (9) of the Sideletter to Article 15.B.13., Appendices A, B, and C, and the Sideletter on Literary Material Written for Programs Made for New Media as follows:*

“(9) The above provisions shall expire on the termination date of the ~~2020~~ 2023 MBA and will be of no force and effect thereafter; however, the terms of this Sideletter shall continue to apply to any license agreement entered into before May 2, ~~2023~~ 2026.”

Make conforming changes as needed.

29. West Coast Reruns (Producers’ Proposal No. 20)

Modify Article 15.B.8 of Appendix A as follows:

“8. West Coast Rerun of Awards, Tribute or Benefit Programs

“In the event of a limited West Coast rerun of an awards, tribute or benefit program which has aired live and then is rerun beginning on the same day as the live broadcast, the residual payment shall be one-third of what would otherwise be payable.”

Make conforming changes as needed.

30. Late Pay Interest Not Due If Writer Does Not Provide Company with Sufficient Information to Process Payment (Producers’ Proposal No. 30.A.)

Modify Articles 13.A.14. and 13.B.9., as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“ARTICLE 13 - COMPENSATION

* * *

“A. THEATRICAL

* * *

“14. Payment of Compensation Under a Deal Contract

* * *

“Company will pay interest of one and one-half percent (1.5%) per month when any initial compensation payment is due and not paid as provided. If the Company has failed to make such payment because the executed contract was not delivered by the writer to the Company, then no such interest is due. If the contract is not so delivered by the writer because of a dispute as to the terms of the contract and the Company shall be held to be wrong, the above-described interest payment shall be applicable. However, no interest shall be due if the writer does not provide the Company with sufficient information to process payment to the writer or other requirements for payment have not been fulfilled in advance of the due date for payment.

* * *

“B. TELEVISION

* * *

“9. Time of Payment

* * *

“Company pay interest of one and one-half percent (1.5%) per month when any payment due to the writer pursuant to this Article 13.B. is due and not paid as provided herein. If the Company has failed to make such payment because the executed contract was not delivered by the writer to the Company, then no such interest is due. If the contract is not so delivered by the writer because of a dispute as to the terms of the contract and the Company shall be held to be wrong, the above-described interest payment shall be applicable. However, no interest shall be due if the writer does not provide the Company with sufficient information to process payment to the writer or other requirements for payment have not been fulfilled in advance of the due date for payment.”

Make conforming changes as needed.

31. Notice of Tentative Writing Credits (“NTWC”) and Other Notice Delivery Requirements in Theatrical Schedule A and Television Schedule A (Producers’ Proposal No. 15)

A. *Modify Theatrical Schedule A, Paragraphs 12 and 18 as follows:*

“12. The notice specified in Paragraph 11 hereof will be sent by email; messenger; certified mail; return receipt requested; or a trackable service such as FedEx, UPS or DHL; or by personal delivery to the Guild and to all participating writers. Failure of the addressee to sign or return the receipt on a notice sent via certified mail shall not invalidate the notice. In the case of a remake, the Company shall not be under any obligation to send any notice to any writer contributing to the screenplay or story of the original production unless such writer received screen credit in connection with such original production.

~~“Notices may be sent by certified mail, return receipt requested, by a trackable service such as FedEx, UPS or DHL; or by personal delivery as above provided. Failure of the addressee to sign or return the receipt on a notice sent via certified mail shall not invalidate the notice.”~~

“Notices may be sent to a participating writer by email only if provided that the writer’s representative is also given email notice and the writer’s personal services contract (or an amendment thereto) contains all of the following: (1) the writer’s express agreement to receive notices by email; (2) the writer’s email address; and (3) the email address of at least one of the writer’s representatives. The email address of the writer’s representative must be an individual address, not a general company mailbox, and must appear on the face of the notice.

“If a participating writer’s personal services agreement does not expressly “opt in” to email delivery, then the notice may be sent via DocuSign or an alternative electronic method which can confirm receipt/opening of the notice. The Company shall be considered to have fulfilled its requirement to deliver the notice upon confirmation from or through the delivery service that either the writer or the writer’s designated representative has received/opened the notice.

“In accordance with established practice, when notices are sent by email, scripts may also be sent by email.

“If the writer’s and/or the writer’s representative’s email addresses are not readily available to the Company, the Guild agrees to provide the Company assistance in obtaining such addresses. If the writer is not represented, the notice may be sent to the writer alone. If the Guild is not able to provide a writer’s personal email address within 48-hours of the Company’s request, the notice may be sent solely to the writer’s representative(s) designated in the writer’s agreement.

“Company shall retain the record of the email transmission, reflecting the date and time that the notice was sent to the writer and the writer’s representative, for one (1) year following the final determination of credits.”

* * *

“18. Unless a unanimous agreement has been reached in accordance with Paragraph 7 hereof, any participant or the Guild may, within the period provided for in Paragraph 13 hereof, file with the Company at its studio and the Guild at its Los Angeles or New York office a written request for arbitration of credits. In any case in which automatic credit arbitration

is required under this Schedule A, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and, in such case, Company will immediately make available to the Guild the material as provided for under this subparagraph.

“The Guild, through its arbitration committee, shall make and advise the Company of its decision within the limitations of this Schedule A. Said decision shall be made and advised within twenty-one (21) business days of the request(s) for arbitration referred to in the immediately preceding paragraph. If, in the good faith judgment of the Company, there is an emergency requiring an earlier decision and the Company so notifies the Guild, said decision shall be made and advised within ten (10) business days of the request(s) referred to in the immediately preceding paragraph. If the arbitration committee does not render a decision within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Paragraph 18 have been fully complied with by the Company.

“In the event of an emergency and upon the Company's request that the time for arbitration be shortened, the Guild agrees to cooperate as fully as possible. If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate as fully as possible. The Company will not unreasonably deny the Guild's request for an extension of time. Agreement for extensions of time shall be in writing and shall specify the new date by which the Company will be advised of the arbitration decision.

“Prior to the rendition of the decision, a special committee of writers may make such investigations and conduct such hearings as may seem advisable to it. Immediately upon receipt of a request for arbitration, the Company shall make available to the Guild three (3) copies of the script, and three (3) copies of all available material written by the participants and three (3) copies of all available source material. Alternatively, Company may submit to the Guild via email or secure file sharing service all available material written by the participants and all available source material electronically. Materials may be watermarked and/or password protected. The Guild may provide such materials via email or secure file sharing service to relevant individuals, including participating writers, expert readers, members of Pre-Arbitration Special Committees and Policy Review Boards, and arbiters in connection with any credit arbitration and/or related investigations, subject to appropriate confidentiality arrangements with the Company. Company agrees to promptly reimburse the Guild for the cost of copies of source material obtained by the Guild for use in an arbitration.

“In addition, the Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to the arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration. If no final shooting script is available, Company will provide the Guild with a videocassette or print of the motion picture.

“The decision of the Guild arbitration committee, and any Policy Review Board established by the Guild in connection therewith, with respect to writing credits, insofar

as it is rendered within the limitations of this Schedule A, shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.”

Make conforming changes to Theatrical Schedule A, Paragraph 17.

B. Modify Television Schedule A, Paragraphs 12 and 15 as follows:

- “12. The notice specified in Paragraph 11 hereof will be sent by email,; messenger; certified mail; return receipt requested; or a trackable service such as FedEx, UPS or DHL; or by personal delivery to the Guild and to all participating writers. Failure of the addressee to sign or return the receipt on a notice sent via certified mail shall not invalidate the notice. No notice will be sent to writers outside of the United States or writers who have not filed a forwarding address with the Company. In case of remakes, the Company shall not be under any obligation to send any notice to any writer contributing to the teleplay or story of the original production, unless the writer has received credit.

~~“Notices may be sent by certified mail, return receipt requested; by a trackable service such as FedEx, UPS or DHL; or by personal delivery as above provided. Failure of the addressee to sign or return the receipt on a notice sent via certified mail shall not invalidate the notice.”~~

“Notices may be sent to a participating writer by email ~~only if~~ provided that the writer’s representative is also given email notice and the writer’s personal services contract (or an amendment thereto) contains all of the following: (1) the writer’s express agreement to receive notices by email; (2) the writer’s email address; and (3) the email address of at least one of the writer’s representatives. The email address of the writer’s representative must be an individual address, not a general company mailbox, and must appear on the face of the notice.

“If a participating writer’s personal services agreement does not expressly “opt in” to email delivery, then the notice may be sent via DocuSign or an alternative electronic method which can confirm receipt/opening of the notice. The Company shall be considered to have fulfilled its requirement to deliver the notice upon confirmation from or through the delivery service that either the writer or the writer’s designated representative has received/opened the notice.

“In accordance with established practice, when notices are sent by email, scripts may also be sent by email.

“If the writer’s and/or the writer’s representative’s email addresses are not readily available to the Company, the Guild agrees to provide the Company assistance in obtaining such addresses. If the writer is not represented, the notice may be sent to the writer alone. If the Guild is not able to provide a writer’s personal email address within 48 hours of Company’s request, the notice may be sent solely to the writer’s representative(s) as designated in the writer’s agreement.

“Company shall retain the record of the email transmission, reflecting the date and time that the notice was sent to the writer and the writer’s representative, for one (1) year

following the final determination of credits.”

* * *

- “15. Upon receipt of a protest, the Company will deliver three (3) copies of the final script and three (3) copies of all material written by the participants and three (3) copies of all available source material to the Guild offices in Los Angeles or New York and the Company shall notify the participants and the Guild informing them of the name of the protesting party and the new time set for final determination. Alternatively, Company may submit to the Guild via email or secure file sharing service all available material written by the participants and all available source material electronically. Materials may be watermarked and/or password protected. The Guild may provide such materials via email or secure file sharing service to relevant individuals, including participating writers, expert readers, members of Pre-Arbitration Special Committees and Policy Review Boards, and arbiters in connection with any credit arbitration and/or related investigations, subject to appropriate confidentiality arrangements with the Company. Company agrees to promptly reimburse the Guild for the cost of copies of source material obtained by the Guild for use in an arbitration.”

Make conforming changes as needed, including to Television Schedule A, Paragraph 16.

32. Allow “Production” or “Presentation” Type of Credit To Writer In Multiple Roles (Producers’ Proposal No. 9)

Modify Theatrical Schedule A, Paragraph 28 and Television Schedule A, Paragraph 21, as follows (contract language is in quotes; new text is underlined; deletions are lined through):

“Theatrical Schedule A

* * *

- “28. d. When a ‘production’ or ‘presentation’ type of credit is given by the Company in advertising:

* * *

“(4) The provisions of this subparagraph 28.d. shall not apply: (i) to impersonal corporate "presentation" or "production" credits when the corporate name is wholly impersonal, such as "*Columbia Pictures Corp. presents,*" and shall further not apply to the names of any distributing company, whether or not impersonal, including Walt Disney Productions; ~~and~~ (ii) advertisements less than four (4) column inches in size, teasers and special advertising; and (iii) ‘production’ or ‘presentation’ type of credits when the individual with the ‘production’ or ‘presentation’ type of credit is the writer/director, writer/producer, or writer/director/producer of the motion picture and is the sole credited writer.

* * *

“Television Schedule A

* * *

“21. Writing credit for movies-of-the-week and television specials such as mini-series, multi-part series and "long form" television programs (but not necessarily in the form specified in Schedule A), shall be included in publicity releases issued by the Company relating to the television motion picture when the producer and the director are mentioned, whether in the form of a "production" or "presentation" credit or otherwise, except when such release is restricted to information about such individual or individuals or when the individual with the “production” or “presentation” type of credit is the writer/director, writer/producer, or writer/director/producer of the motion picture and is the sole credited writer. Prior to a final determination of credits, the Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship.”

Make conforming changes as needed.

33. **Increase the Distributor's Foreign Gross Thresholds in Article 15.B.2.(4) (Producers' Proposal No. 16)**

Modify Article 15.B.2.a.(4) to provide as follows for programs, the principal photography of which commences on or after July 1, 2023:

- “(4) After the writer has received a total of thirty-five percent (35%) of applicable minimum compensation with respect to any television film, all credited writer(s) in the aggregate shall be paid one and two-tenths percent (1.2%) of the Distributor's Foreign Gross in excess of:
- “(i) \$365,000 (\$375,950 for programs initially released to foreign telecasting on or after July 1, 2023) in Distributor's Foreign Gross for one-half (½) hour programs;
 - “(ii) \$730,000 (\$751,900 for programs initially released to foreign telecasting on or after July 1, 2023) in Distributor's Foreign Gross for one (1) hour programs;
 - “(iii) \$1,860,000 (\$1,915,800 for programs initially released to foreign telecasting on or after July 1, 2023) in Distributor's Foreign Gross for programs more than one (1) hour in length but not more than two (2) hours in length;
 - “(iv) \$3,120,000 (\$3,213,600 for programs initially released to foreign telecasting on or after July 1, 2023) in Distributor's Foreign Gross for programs more than two (2) hours in length but not more than three (3) hours in length;
 - “(v) \$4,170,000 (\$4,295,100 for programs initially released to foreign telecasting on or after July 1, 2023) in Distributor's Foreign Gross for programs more than three (3) hours in length but not more than four (4) hours in length;

- “(vi) \$5,210,000 (\$5,366,300 for programs initially released to foreign telecasting on or after July 1, 2023) in Distributor's Foreign Gross for programs more than four (4) hours in length but not more than five (5) hours in length;
- “(vii) \$6,250,000 (\$6,437,500 for programs initially released to foreign telecasting on or after July 1, 2023) in Distributor's Foreign Gross for programs more than five (5) hours in length but not more than six (6) hours in length; and
- “(viii) for programs in excess of six (6) hours, the above applicable thresholds will increase proportionately.

“For Appendix A programs, the one and two-tenths percent (1.2%) payment shall be triggered when the Distributor's Foreign Gross equals fifty percent (50%) of the amounts set forth in subparagraphs (i), (ii), (iii), (iv), (v), (vi), (vii) or (viii) above, as applicable.

“For the purpose of this subparagraph (4), Distributor's Foreign Gross shall include absolute gross income realized by the distributor on account of foreign telecasting and exhibition on foreign basic cable.

“In order to preserve the status quo in Article 58, payment of the thirty-five percent (35%) of applicable minimum under the foreign telecasting formula continues to constitute payment for foreign basic cable; provided, however, that foreign basic cable receipts shall apply to "Distributor's Foreign Gross" for purposes of reaching the thresholds in and determining the amount the credited writer(s) shall be paid pursuant to subparagraphs (i), (ii), (iii), (iv), (v), (vi), (vii) or (viii) above.

“The writers shall receive such additional monies pursuant to the payment provisions of Article 51.C., except payment and reporting shall be due within sixty (60) days after the close of the second and fourth calendar quarters of each year in which the Company receives Distributor's Foreign Gross with respect to the television film.”

Make conforming changes.

34. Renew Showrunner Training Program Article 66 (WGA Proposal No. 30)

Modify Article 66 “Training Program for Episodic Television” as follows:

“ARTICLE 66 - TRAINING PROGRAM FOR EPISODIC TELEVISION WRITERS

* * *

“The Companies and the Networks (the latter consisting collectively of American Broadcasting Companies, Inc., CBS Broadcasting Inc., National Broadcasting Company, Inc. and NBC Studios, Inc.) will contribute in the aggregate the following sums to the WGA-supervised fund, to be used as funding for the purpose of implementing the Training Program described herein: (A) a payment of \$250,000 to be made within thirty

(30) days following ratification of this ~~2020~~2023 WGA Theatrical and Television Basic Agreement and (B) thereafter, two additional payments in the amount of \$250,000 each, to be paid upon the effective date of the second and third regularly-scheduled minimum increase during the term of this Basic Agreement.”

Make conforming changes as needed.

35. Arbitrators (WGA Proposal No. 34, Producers’ Proposal No. 31-C)

Modify the arbitrator lists in Article 11.C.2.e.(3), Article 11.E.4., Article 11.F.5.a.(7), Article 11.G.5. and paragraph 26.a.(3) of Theatrical Schedule A as follows:

1. Add the following arbitrators to all Los Angeles lists: Yuval Miller, Juan Carlos Gonzalez, Terry Friedman.
2. Remove the following arbitrators from all Los Angeles lists: Sol Rosenthal, Dixon Dern, Paul Crost.

Make conforming changes as needed.

36. Update Sick Leave Waivers (Producers’ Proposal No. 32)

Update Article 70 as follows:

“ARTICLE 70 - WAIVER OF SICK TIME LAWS

“The Guild expressly waives, to the full extent permitted by law, the application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State ~~paid sick leave law~~ Paid Sick Leave Law of 2020 (Part J of Senate-Assembly Bill A9506-b/S7506-b, including subparagraph 9 of Part J); ~~the Westchester County Earned Sick Leave Law (Section 700.36 et seq. of the Laws of Westchester County);~~ the Chicago Paid Sick Leave Ordinance (Section ~~1-24-045-6-105-045~~ of the Municipal Code of Chicago); the Cook County Earned Sick Leave Ordinance (~~Ordinance No. 16-4229~~ Chapter 42, Article 1, Sec. 42-1, *et seq.* of the cook County Code); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); ~~the San Francisco Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P);~~ the Paid Sick Leave Ordinance of Berkeley, California (Chapter ~~13.100~~ of the Berkeley Municipal Code) Chapter 13.100; all requirements pertaining to “paid sick leave” in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.0.1:(e), 37.03, 37.07:(a)(1)(ii)(B).ii. and 37.07:(f)); ~~the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (issued April 7, 2020); the Los Angeles County COVID-19 Worker Protection Ordinance;~~ the Oakland Paid Sick Leave Law (Section ~~5.92.030~~ of the Oakland Municipal and Planning Codes Section 5.92.030); West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code); the Santa Monica Paid Sick Leave Ordinance (Chapter 4.62.025 of the Santa Monica Municipal Code) (enacted by Ordinance No. 2509); ~~the Tacoma Paid Sick Leave Ordinance (Chapter 18.10 of Title 18, Chapter 18.10 of the Tacoma Municipal Code) of the City of Tacoma, Washington (enacted by Ordinance No. 28275);~~ the Arizona Earned Paid Sick Time Law (A.R.S. section 23-371, *et seq.*) Article 8.1 of Title 23, Chapter 2 of the Arizona Revised

~~Statutes; the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1C.34:11-56a et seq.); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 160 463 of the Ordinances Code of the Township of Bloomfield, New Jersey) (enacted by Ordinance No. 15-10); the East Orange Paid Sick Time for Private Leave Ordinance (Chapter 140 of the Code of the City of Employees Ordinance of East Orange, New Jersey) (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 et seq.); the Jersey City Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Code of the City of Jersey City, New Jersey Municipal Code); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); the Irvington Paid Sick Time Ordinance (Chapter 277, Article 1 of the Code of the Township of Irvington, New Jersey (Ordinance No. MC-3513); the Montclair, New Jersey Paid Sick Leave Ordinance (Chapter 132, Article 1 of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, et seq. of the Code of the Town of Morristown, New Jersey (Ordinance No. O-35-2016); the Newark Sick Leave for Private Employees Ordinance (Title XVI, Chapter 16:18 of the Code of the City of Newark, New Jersey (City Ordinance 13-2010); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article 1 of the Code of the City of Passaic, New Jersey (Ordinance No. 1998-14); the Paterson Sick Leave for Private Employees Ordinance, Paterson, New Jersey (Paterson Code Chapter 412) and the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Guild and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”~~

Make conforming changes as needed.

37. Inspection Rights under the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media (Producers’ Proposal No. 26)

Modify the first Paragraph of Paragraph 3.b. of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media to provide as follows:

“b. Agreements and Data

“On an semi-annual basis, within ~~ten (10) business~~ thirty (30) calendar days after such request, the Company shall provide for inspection by the Guild’s designated employee(s) or auditor(s), at Company’s premises in the greater Los Angeles area, full access⁶ to all unredacted license, distribution, and other agreements pertaining to new media exploitation of covered pictures that were entered into during the immediately preceding inspection period. Alternatively, the Company may elect to provide the Guild with such access remotely over the internet, such as through a secured link or digital locker. In any subsequent semi-annual inspection, the

⁶ “Full access includes access to all agreements, notwithstanding any confidentiality clause contained therein, and access to all sideletters, exhibits, addenda and other ancillary documents.”

Guild's designated employee(s) or auditor(s) may re-inspect any agreements previously inspected and inspect any agreements not previously inspected.

“Upon request, in a manner to be mutually agreed upon in good faith, the Company shall expeditiously provide or make available to the Guild data in its possession or control or the possession or control of its related distribution entities regarding the new media exploitation of covered pictures, such as number of downloads or streams by source and ad rates.

“This Paragraph 3.b. shall not apply to agreements concerning a multichannel video programming distributor (‘MVPD’) (or any similar service that currently exists or may hereafter be developed) or any video-on-demand service of an MVPD or any similar service that currently exists or may hereafter be developed.”

Make conforming changes as needed.

38. Renew and Revise Sideletter Re Max (Producers' Proposal No. 34-C)

Renew and revise Sideletter re Max as follows:

“SIDELETTER RE ~~HBO~~ MAX

“As of May 2, 2020
Revised as of May 2, 2023
Revised as of September 25, 2023”

“~~David J. Young~~ Ellen M. Stutzman
Assistant Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“**Re: ~~HBO~~ Max**”

“Dear ~~David~~ Ellen:

“During the 2020 negotiations, the parties discussed a new media over-the-top (“OTT”) platform called “HBO Max” (“Max”). The purpose of this Sideletter is to confirm the parties’ agreement concerning the application of the Agreement to Max. This agreement was renewed as provided herein during the negotiations for a successor agreement to the 2020 WGA MBA.”

“Max ~~will offer~~s over-the-top delivery of HBO’s pay television service and ~~will carry~~ carries all of that service’s programming (such programming, ~~whether available on all, one, or any combination of the HBO linear service, HBO Go, and HBO Now,~~ will be referred to collectively as the “Pay Television Service”). Max will also offer motion pictures and programs initially exhibited in theatrical and television markets (such motion pictures and programs will be referred to as “Library Content”). Finally, Max also offers ~~will offer~~ original New Media productions made for initial exhibition on Max.

“Consumers can access Max by subscribing to Max directly. In addition, some subscribers to the Pay Television Service (such as subscribers to HBO Now and those who subscribe to HBO through DIRECTV, AT&T TV or AT&T U-verse TV, and other third party video distributors) will be given the opportunity to access Max at no additional charge by authenticating their Pay Television Service subscription and then accessing the Max platform via a log-in process. In the future, consumers may also be able to access and subscribe to Max through other means, since Max is actively negotiating with other carriers and services to offer Max through their respective platforms.

“Based on the foregoing facts, the parties reached the following understanding:

“1. All programs or motion pictures, including Library Content, made available or exhibited on the Pay Television Service and, therefore, made available on Max shall be treated as though exhibited on HBO’s over-the-top pay television service pursuant to the Sideletter re: Over-the-Top Service of Pay Television Service.

“2. Programs Made for HBO: With respect to programs made for initial exhibition on the Pay Television Service that are subject to Paragraph D. of Appendix B (*i.e.*, dramatic programs of a type generally produced for prime time network television and comedy-variety programs), the fixed residual payment set forth in Paragraph D.3.(a)(1) shall apply if the program is available on the Pay Television Service and, therefore, on Max during an exhibition year, even if the program is available on only one of those services or platforms during the exhibition year. The ‘first exhibition year’ shall commence on the earliest date that the program is first exhibited on the Pay Television Service and, therefore, on Max, and the same exhibition year shall apply to all platforms and services.

“3. Library Content: Except as provided in Paragraph 1 above, exhibition on Max of Library Content, the principal photography of which commenced on or after July 1, 1971, shall be subject to the percentage residual formula set forth in Paragraph 1.a. (‘License for Limited Period or Fixed Number of Exhibitions’) of the Sideletter on Exhibition of Motion Pictures Transmitted via New Media.

“4. Programs Made for Max: Programs made for initial exhibition on Max shall be considered programs made for a subscription consumer pay new media platform (“SVOD”). The number of subscribers to Max for purposes of the Sideletter on Literary Material Written for Programs Made for New Media shall include those who subscribe to Max directly, as well as those who access Max by authenticating their Pay Television Service and logging in to the Max platform.¹

“Subscribers to the Pay Television Service who are not offered access to Max through their third-party video distributor, and who do not subscribe directly to Max, will not be included as a Max subscriber. Likewise, Pay Television subscribers who are given the opportunity to access Max at no additional charge, but who do not actually authenticate their Pay Television Service

¹ Should access to Max be offered at no additional charge with the sale of a product or another subscription or service fee, only those individuals who log in to the Max platform will be counted as a Max subscriber. Further, individuals who access Max on a promotional basis at no additional charge for no more than thirty (30) days will not be counted as Max subscribers.

subscription or otherwise 'opt in' to access the Max platform, shall not be included as Max subscribers.

~~The parties agree that HBO Max shall be considered to be a service with over five million (5,000,000) but fewer than twenty million (20,000,000) domestic subscribers during the period from May 2, 2020 to June 30, 2021. During the second and third years of the Agreement, the parties shall determine the subscriber tier effective July 1, 2021 and July 1, 2022, respectively, in accordance with the provisions of this Sideletter.~~

“The parties recognize that Max is a new and emerging platform, and that its business model is subject to change. Therefore, the provisions of this Sideletter shall expire on the termination date of the 2023 ~~2020~~ MBA and will be of no force and effect thereafter; however, this Sideletter shall continue to apply to programs, the principal photography of which commenced on or before the termination date of this Sideletter, or which were subject to a license agreement entered into on or before the termination date of this Sideletter. No later than sixty (60) days before the termination date of the 2023 ~~2020~~ MBA, the parties will meet to negotiate any changes to this Sideletter.

“The parties agree that programs made for ~~HBO~~ Max under a predecessor MBA to the 2023 ~~2020~~ MBA are programs made for a subscription video on demand service (and not programs made for pay television) and agree to withdraw and waive any current or future claim contending otherwise.

“Please indicate your concurrence with the foregoing by signing in the space for your signature set forth below.

“Sincerely,

“By: /s/ Carol A. Lombardini
Carol A. Lombardini
President, AMPTP

“ACCEPTED AND AGREED:

“WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.

“By: /s/ ~~David J. Young~~ Ellen M. Stutzman
David J. Young Ellen M. Stutzman
Assistant Executive Director, WGAW
Chief Negotiator”

Make conforming changes as needed.

39. Other Housekeeping (Producers' Proposal No. 33)

Eliminate footnote 2 in Paragraph 4.a.(2)(b) and footnote 4 in Paragraph 4.a.(3) in the Sideletter on Literary Material Written for Programs Made for New Media in order to remove an obsolete requirement that the Company notify the Guild of license agreements entered into prior to August 2, 2020 which cover literary material written on or after August 2, 2020.

40. Renew Sunset Clauses (Producers' Proposal No. 34-A)

Renew all sunset clauses for the term of the 2023 MBA.

All sunset clauses shall be renewed for the term of the 2023 MBA. The foregoing includes, but is not limited to, Sideletter No. 2 to Article 15.B.1.b.(2)(c), "Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households" and the Sideletter to Article 15.B.13., Appendices A, B and C and the Sideletter on Literary Material Written for Programs Made for New Media re: Limited Theatrical Exhibition with Admission Charge of Series Episode(s) or MOWs and the Sideletter on Residuals for Made-for-Television Motion Pictures or SVOD Programs When Initial Exhibition is On a Different Television Platform or in New Media.

Make conforming changes as needed.

41. Renew Sideletter on Tri-Guild Audit Program (WGA Proposal No. 35, Producers' Proposal No. 28)

Renew Sideletter on Tri-Guild Audit Program as follows:

Provided that the DGA and SAG-AFTRA also agree to continue participating in the Tri-Guild Audit Program, Companies agree to renew funding at the same amounts provided during the term of the 2020 WGA MBA. In the event that only one of the DGA and SAG-AFTRA agree to continue participating in the Tri-Guild Audit Program, Companies agree to renew funding at two-thirds (2/3) of the amounts provided during the term of the 2020 WGA MBA (*i.e.*, up to \$247,333 for the period July 1 through June 30 of each year of the Agreement, not to exceed an aggregate of \$742,000 during the term of the Agreement, with the Companies' share of the auditor's fees to be calculated by multiplying the accounting fees by a fraction, the numerator of which is \$247,333 and the denominator of which is \$342,991).

The Companies' obligation to fund the Tri-Guild Audit Program shall not become effective until the first day of the first quarter starting on or after July 1, 2023 on which at least two of the WGA, DGA and SAG-AFTRA have: (1) agreed to continue participating in the Tri-Guild Audit Program; and (2) ratified a successor collective bargaining agreement to their 2020 agreements which are effective on or before the first day of the quarter.

Make conforming changes as needed.

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.

Ellen M. Stutzman
Assistant Executive Director
Chief Negotiator

The named respective signatory companies
represented by the ALLIANCE OF MOTION
PICTURE AND TELEVISION PRODUCERS, INC.

AMERICAN BROADCASTING COMPANIES, INC.,
An indirect wholly-owned subsidiary of ABC, Inc.

CBS BROADCASTING, INC.

NBCUNIVERSAL MEDIA, LLC and UNIVERSAL TELEVISION LLC

EXHIBIT A

2023 MBA NEGOTIATIONS AUTHORIZATION LIST

12:05 AM Productions, LLC
1440 Productions LLC
20th Century Studios, Inc.
30WEST Destroyer, LLC
30WEST Devco, LLC
30WEST VOA, LLC
40 North Productions, LLC
66 Degrees North Post LLC
75S Film Development, LLC
4423 Productions LLC

ABC Signature, LLC
ABC Signature Development, Inc.
ABC Studios New York, LLC
Abominable Pictures, Inc.
Acacia Productions, Inc.
Academy of Motion Picture Arts and Sciences
Acme Writing, LLC
Action Films, LLC
Alameda Productions, LLC
Albemarle Productions, Inc.
Alive and Kicking, Inc.
Amargoso Films LLC
Amazon Studios LLC
Ambient Sounds Productions LLC
American Film Institute, Inc.
American Writer LLC
Anonymous Content, LLC
Apple Development LLC
Appleton Productions, Inc.
Archer Dude Development, LLC
Aries Pictures LLC
Ashland Productions, Inc.
Atlantic 2.1 Entertainment Group, Inc.
Auckland Productions, Inc.
Avery Pix, Inc.

BBP DevCo, LLC
BBP West BIB, LLC
B-Cam Productions LLC
Backlight Productions LLC
Base Light Productions LLC
Bee Holder Productions, LLC
Behave Productions, Inc.
Bell-Phillip Television Productions, Inc.

Blink49 Productions Inc.
Bohemian Pirate Productions, Inc.
Bonanza Productions Inc.
Breakout Kings Productions LLC
Brightstar TFCF Productions LLC

Camdrew Productions LLC
Carnival Row Productions, LLC
CBS Studios Inc.
Chasing the Rebel Productions, LLC
Claymore Entertainment Company, LLC
Cloverleaf Productions, Inc.
Coltrane, LLC
Columbia Pictures Hybrid Productions, Inc.
Columbia Pictures Industries, Inc.
Columbia Tristar Television, Inc.
Corday Productions, Inc.
Country Music Association, Inc.
CP Writers, LLC
CPT Holdings, Inc.
Cranktown Productions Inc.
Creative Pen & Ink Corporation
Crew Neck Productions
Crossed Pens Development LLC
Crystal Lake Entertainment, Inc.
Culture Crew Productions, LLC

Dakota North Entertainment, Inc.
Danjaq LLC
Delta Blues Productions LLC
Diablo Details, LLC
dick clark productions, llc
Dig This Productions, LLC
Dingli Development LLC
DLT Entertainment Ltd.
Double Nickel Media, Inc.
DW Dramatic Television, L.L.C.
DW Films, L.L.C.
DW SKG TV, L.L.C.
DW Television, L.L.C.
Dyminium Productions, LLC

ELP Communications
Entertainment Content Development, LLC
EP Development, Inc.
Epic Level Entertainment, Ltd.
Evamere Entertainment LLC
Evergreen Pictures LLC
Everlast AD LLC

Eye on the Ball Enterprises, Inc.
Eye Productions Inc.

Film 49 Productions, Inc.
FilmAction, LLC
Fond Geparda Films, LLC
Forge Pictures Inc.
Foundation Productions, Inc.
Founding Fathers, LLC

Going Local Productions, LLC
Good Universe Development, LLC
GPEC Inc.
GWave Productions, LLC

Halberd Productions, Inc.
HBO Films, Inc.
Head First Productions, P.C.
Hop, Skip & Jump Productions, Inc.
Horizon Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
Hydronaut Productions, LLC

Inclined Productions, Inc.
Indiana Entertainment, Inc.
Irony East LLC
It's A Laugh Productions, Inc.

Jay Squared Productions LLC
Jax Media, LLC

Kapital Productions, LLC
Katy Mac Session Productions
Keep Calm and Carry On Productions, Inc.
KEL Entertainment, LLC
Ken Ehrlich Productions, Inc.
Kenwood TV Productions, Inc.
Keystone TV Productions LLC
KSC Development, LLC
Kyaraben, LLC

Larry A. Thompson Organization, Incorporated
Lastamazon Productions LLC
Lava Films LLC
LD Development LLC
LE Development LLC
Legendary Pictures Productions, LLC
Legendary Television Productions, LLC

Leon Entertainment LLC
Leon Films USA LLC
LGGL TV Development Productions, LLC
Lightspeed Films, LLC
Lily Belle Media Development LLC
Lily Pond Productions LLC
Lima St. Productions LLC
Linear Productions LLC
Lions Gate Television Development, LLC
Living Proof Productions, LLC

Madison Productions, Inc.
Main Gate Productions LLC
Main Lot Productions LLC
Mandalay Development, LLC
Mandalay Teleplays, LLC
Mariner Projects, LLC
Mercury Two LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Mighty Pen, LLC
Milk Street Productions, LLC
Minderbinder Enterprises, LLC
Minim Productions, Inc.
Montrose Productions, Inc.
Moon Spin Films, LLC
MP Acquisitions, LLC
MVL Productions LLC
My Leafs, LLC

Narcos Productions LLC
Newgame Films Inc.
New Line Productions, Inc.
New Regency Productions, Inc.
Next Step Productions LLC
NG Channel Wren, LLC
NM Talent Inc.
Nobrose Development, LLC
NRP Development, LLC
NS Pictures, Inc.
NTCP USA Development LLC
NVTs Productions, LLC

October Holdings, Inc.
Olive Productions, LLC
Olive Avenue Productions LLC
Once Upon A Time Productions, LLC
Onda Entertainment, Inc.

One Eighty Productions LLC
On the Brink Productions, Inc.
Open 4 Business Productions LLC
Opposite Loft, LLC
Optimum Productions
Orange Cone Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Papatime Development, LLC
Paramount Pictures Corporation
Park Court Productions, Inc.
Pash Features DC LLC
Patch Bay Productions LLC
Peaches Productions LLC
Perdido Productions, Inc.
Perryman, LLC
Pet II Productions, Inc.
Picrow, Inc. dba Pictures in a Row
Picrow Streaming Inc.
PM Content LLC
Primrose SDC LLC
Prodco, Inc.
Produced Bayou, Inc.
Pod Development, LLC
Pond Writer, LLC
PP21 Productions LLC
Proximity Productions LLC

Q and Shu Global Industries, LLC dba Paperclip Ltd.

Ralph Edwards Productions
Ralph Edwards/Stu Billett Productions
RC Signatory LLC
Real Fiction Productions, LLC
Redweed Productions, LLC
Relentless Productions, LLC
Remote Broadcasting, Inc.
Renovo Media Group LLC
RKO Pictures, LLC
Road Development, Inc.
Rose and Bee LLC
Rubin Productions LLC
Ruff Draft Productions, LLC

S8 Writers, LLC
Salamander Film Productions, Inc.

Salty Pictures, Inc.
Same Page Development, LLC
San Vicente Productions, Inc.
SCFV Development, Inc.
Scholastic Entertainment Inc.
Scott Free Productions, Inc.
Script Movie Inc.
Sequoia Productions, Inc.
Shaftesbury Avenue LLC
Showtime Pictures Development Company
Signatory LLC
Silent Development Corp.
Silver Spring Road Films, Inc.
Singular Productions LLC
Slew Pictures Inc.
Sonny Boy Productions LLC
Sony Pictures Television Inc.
South Circle Productions LLC
South Rock Productions LLC
Spacebound, LLC
Sparky Productions Inc.
SPF Entertainment, LLC
Sprout House Productions, LLC
St. Giles LLC
Stalwart Productions LLC
Starlight Film LLC
Starz Family Productions, LLC
Starz Heels Productions, LLC
Starz P Town Productions, LLC
Starz Valley Productions, LLC
Stash Productions Inc.
Steven James, LLC
Storybuilders, LLC
Storyteller Development Co., LLC
Storyteller TV Development Co., LLC
Story Telling, Inc.
Streamhouse Productions, LLC
Streamroom Productions, LLC
Stu Segall Productions, Inc.
Stuart Street Digital Studios LLC
Subtle Differences Productions, Inc.
Summit Entertainment Development Services
Summer 1, LLC
Sunset Television Productions, LLC

Talking Wall Pictures, Inc.
The De Laurentiis Company
The Imagine Writers Lab, LLC
The Place To Be LLC

Time of Day Media LLC
Time Travel Unlimited, LLC
Tin Roof Pictures LLC
Topanga Productions, Inc.
Tornante Productions, LLC
TPSC Development, LLC
Trip Media Inc.
Triple Point Productions LLC
Tristar Pictures, Inc.
Tristar Television, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
Twentieth Century Fox Film Corporation d/b/a 20th Television

Universal Cable Productions Development LLC
Universal City Studios LLC
Universal Content Productions LLC
Universal Network Programming LLC

Valleycrest Productions LTD
Vendome Development West, LLC
Vertical Hold Productions LLC
Village Roadshow Productions Inc.
VS Films Development LLC
VT Seed, LLC

Walt Disney Pictures
Wanderlust Entertainment II, Inc.
Warner Bros. Pictures
Warner Bros. Television
Warner Media Entertainment Pages, Inc.
Warner Specialty Productions Inc.
Waveform Productions LLC
West 150 Productions, LLC
wiip Development, LLC
Wiley Optics, Inc.
Willow and Oak, Inc.
Wishful Productions, LLC
Woodridge Productions, Inc.
Woodrow House Productions LLC
Wordsmith, LLC

YANDR Productions, LLC
YaYa Productions, LLC
YLK Development, LLC
YNFS Productions LLC
Yojimbo Productions LLC