ARTICLE 7

Directors' Minimum Conditions - Preparation, Production and Post-Production

Section 7-100 PREAMBLE

7-101 The Director's professional function is unique and requires the Director's participation in all creative phases of the film-making process, including but not limited to all creative aspects of sound and picture.

The Director works directly with all of the elements which constitute the variegated texture of a unit of film entertainment or information.

The Director's function is to contribute to all of the creative elements of a film and to participate in molding and integrating them into one cohesive dramatic and aesthetic whole.

No one may direct, as the term direct is generally known in the motion picture industry, except the Director assigned to the picture.

The following provisions of this Article 7 are therefore agreed upon:

Section 7-200 DISCLOSURE AND CONSULTATION WITH RESPECT TO COMMITMENTS

7-201 **Disclosure Before Assignment**

Prior to the employment of the Director, or in the case of a Director employed under a term contract or multiple picture contract or under option, prior to the assignment of the Director to a picture, the Employer shall inform the Director of the following in relation to the picture in question:

(a) the names of artistic and creative personnel already employed;

(b) all existing film contemplated to be used;

(c) any rights of script approval or cast approval contractually reserved to any person other than the Employer and the individual Producer;

(d) the top sheet (summary) of any Theatrical Budget or a Television Pattern Budget (as the case may be) which has been established and any limitations thereof, if any. The Director shall use best efforts to conform with such budget. The Director shall have the responsibility and opportunity to express an opinion with respect to the practicability of the budget; and

(e) the story on which the motion picture is based and the script, if any exists, shall be made available to the Director.

It is the intention hereof that the Employer shall make full and complete disclosure to the Director of all of the existing artistic and creative commitments with respect to the picture for which the Director is to be employed prior to the Director's actual employment, or prior to the Director's assignment to the picture if previously employed or optioned without such an assignment.

It is recognized that Directors frequently accept an assignment based upon the Employer's representation as to the budget and shooting schedule of a motion picture. It is therefore agreed that after the Director's assignment to a theatrical motion picture or a television motion picture ninety (90) minutes or longer, the Employer shall not in bad faith or capriciously reduce the budget or the shooting schedule.

In addition to the foregoing, the Employer shall give full and complete disclosure of the below-the-line budget to the Director of a theatrical motion picture or a long-form television motion picture at the time the Director is employed or assigned, and provide all subsequent revisions to said budget.

The individuals responsible for approving the budget of a theatrical motion picture shall, prior to the budget being set, consult with the Director with respect to its practicality.

If the Director of a long-form television motion picture is hired before the budget is approved, the individuals responsible for approving the budget shall, prior to the budget being set, consult with the Director with respect to its practicality.

7-202 Consultation After Assignment

Subject to other specific provisions hereof, between the time the Director is employed (or in the case of a Director employed under a term contract or multiple picture contract or under option, after the Director is assigned to the picture), and until the time the Director delivers the Director's Cut, the Director shall be informed as soon as practicable of any proposal concerning and, if reasonably available, shall participate in all decisions with respect to: (a) any changes in the elements of which the Director has been previously notified, or proposed casting and the employment of other artistic or creative personnel, and of any rights or approval thereafter granted to third parties; (b) all creative elements in the production of the film, including but not restricted to the script and any revision thereof, casting, employment of artistic and creative personnel, location selection, set design and construction; pre-production, shooting and post-production scheduling; (c) in no case will any creative decision be made regarding the preparation, production, and post-production of a motion picture without the consultation of the Director. The Director's advice and suggestions shall be considered in good faith.

7-203 Consultation Regarding UPM

With respect to theatrical motion pictures and non-episodic television programs, Director will have the right of consultation with respect to assignment of a UPM assigned after the Director is assigned. The final decision with respect to assignment of the UPM shall remain with the Employer.

7-204 Selection of First Assistant Director

The Director shall have the right, subject to the terms of Articles 14 and 15, to select the First Assistant Director on any theatrical motion picture and any non-series television motion picture (90) minutes or longer, provided that such selection must be consistent with the

budget of the motion picture and the First Assistant Director selected is not guilty of any criminal conduct. The Director may replace the First Assistant Director provided that such action does not adversely affect the budget of the motion picture. The Employer shall have the right for just cause to discharge a First Assistant Director selected in accordance with this Paragraph 7-204 and a substitute First Assistant Director shall be selected pursuant to this Paragraph.

7-205 Second Unit Director

In the event second unit work shall be contemplated, the Director shall be given an opportunity to consult with the individual Producer and participate in considerations as to the person to be engaged to direct such second unit work. In the event of disagreement between the Employer and the Director as to the choice of the person to be engaged as Second Unit Director, the Employer shall submit to the Director a list of three (3) qualified individuals any one (1) of whom would be approved as Second Unit Director and the Director shall be obligated to approve one (1) of such three (3) persons.

The Director shall be given the opportunity to consult with the Second Unit Director with respect to the manner in which the second unit work is to be performed and may delegate the supervision of the assemblage of second unit photography to the Second Unit Director.

7-206 Individual With Final Cutting Authority

The individual having final cutting authority over the motion picture shall be designated in the Director's Deal Memorandum. In the event such individual ceases to be employed by the Employer, the individual named by the Employer to succeed the designated individual shall be a person of equivalent rank. The successor's name shall be deemed incorporated into the Director's Deal Memorandum. If the Employer has not named any such person, then the Employer shall submit to the Director the names of three (3) individuals, any of whom would be acceptable to the Employer as the person to have the final cutting authority over the motion picture. The Director shall select one (1) individual from the three (3) proposed names, and the name of the individual selected shall be deemed to have been incorporated into the Director's Deal Memorandum. Employer shall

not be deemed to have breached this provision for a reasonable time following the end of employment of the individual originally designated in the Deal Memorandum. During this period, Employer may designate any individual who may temporarily perform all or some of the former employee's functions in exercising final cutting authority.

7-207 Production Executives

Employer recognizes that if the Director has a dispute with the individual in charge of the specific project, the Director has the right to contact the executive in charge of television or theatrical production, as the case may be. The executive will listen to the Director, but may delegate to another person the determination of the dispute. This right is limited to theatrical motion pictures, television long-form productions and multi-part closed-end series. This right may not be exercised to delay production or post-production or to otherwise increase costs.

7-208 One Director To A Film

There will be only one Director assigned to direct a motion picture at any given time.

However, such limitations shall not be construed as precluding assignment of *bona fide* teams or of more than one (1) Director to direct pick-ups, added scenes or different segments of a multi-storied or multilingual motion picture (*e.g., "Tales of Manhattan," "Love Boat" and "Tora-Tora-Tora")* or different segments of a multi-part closed-end television series (*e.g.*, *"Roots"*) or the assignment of more than one Director when required by foreign laws, regulations or subsidies, or assignment of a Second Unit Director or any specially skilled Director (*e.g.*, underwater work or aerial work) to work under the supervision of the Director or a similar customary practice not inconsistent with the general intent of this Paragraph 7-208.

The Directors' Council of the Guild shall not unreasonably withhold its consent to a waiver of the above provisions when two (2) Directors apply for the same based on professional necessity.

At the Employer's request, the Guild agrees to the following exception to this Paragraph 7-208. This exception shall be effective from July 1, 2008 to January 1, 2010 and thereafter unless either the Guild or the AMPTP terminates this exception after giving thirty (30) days written notice.

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

(a) the Director has not previously directed a motion picture under this or any preceding BA, or has not previously directed a multi-camera prime time dramatic series or a single camera dramatic series when employed to direct that type of series;

(b) the Consulting Director employed on a multi-camera prime time dramatic series or a single camera dramatic series must have previously directed at least eight (8) episodes of that type of series;

(c) all the Employer's instructions in connection with the production must be communicated to the Director;

(d) the Consulting Director may only counsel and advise the Director, and may not instruct or give suggestions to the actors or crew; and

(e) the Consulting Director shall be paid not less than the applicable minimum but is not entitled to any additional compensation pursuant to Articles 11, 18 and 20 and is not entitled to credit under Article 8 or any creative rights under Article 7.

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

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

state on the Consulting Director's deal memorandum that the individual is assigned as a Consulting Director.

7-209 Consultation Regarding Editor

If the Employer intends to terminate the motion picture editor's employment on a theatrical motion picture, the Employer shall notify the Director at least two (2) business days before the termination. During that two (2) day period, the Director shall have the right to consult with the Employer regarding the decision to terminate the editor and the selection of a replacement editor. Upon the Director's request, the Employer agrees that the president of production, or an individual with an equivalent rank if the Employer does not employ an individual with that title, shall consult with the Director with regard to the aforementioned matters. The final decision with respect to the termination of the editor and the selection of any replacement editor shall remain with the Employer, unless the Director has rights of approval regarding the termination of the editor or selection of any replacement editor.

Section 7-300 PREPARATION

7-301 Literary Material

When the Director is assigned, any existing script or outline in whatever form intended for the production of the motion picture shall be immediately delivered to the Director upon request. Any changes or additions in such script shall be submitted to the Director promptly and before such changes or additions are made available for general distribution. The individual Producer or other appropriate person will confer with the Director to discuss and consider the Director's suggestions and opinions with respect to such changes or additions and will confer with the Director to discuss and consider any script changes or revisions which the Director recommends.

7-302 Script Delivery

(a) In episodic television, the Employer shall deliver the "working draft"[3] of the script to the Director not later than one day prior to the commencement of the Director's preparation period.

A "working draft" is defined as a draft script which is intended to serve as the basis for the completed shooting script, with the characters, locations and dialogue intended for the entire episode. It is understood that the "working draft" is subject to change and that an outline does not suffice as a "working draft."

(b) The Employer shall email a copy of the script "cover sheet" to a Guild employee designated by the DGA and to a designated Employer representative(s) on the same day, or as soon as practicable thereafter, that the "working draft" script is provided to that episode's Director. The cover sheet shall be accompanied by a statement signed and completed by the Unit Production Manager of the series containing the following information:

"This will confirm that _____ (insert name of production company) furnished a copy of the 'working draft' script for episode _____ (insert episode number or title) of the □ one-half hour or □ one hour (check one) series entitled _____ (insert title of series) to the Director of that episode, _____ _____ (insert name of Director), on _____ (insert date).

"Check box if the 'working draft' script was furnished to the Director at least one day before the commencement of the Director's preparation period: □

[3] During the 2020 negotiations, the parties agreed to change the term "writer's draft" to "working draft." The parties agreed that this change is non-substantive and does not alter the nature of the script that the Employer is required to deliver to the Director as provided herein.

"Complete the following if the 'working draft' script was furnished to the Director after the commencement of the Director's preparation period:

"Day of Director's preparation period that 'working draft' script was furnished to the Director: _____ (*e.g.*, 1st, 2nd, 3rd *etc*.).

"This is episode number __ (insert episode number) of a series order of ___episodes in its _____ season (indicate season number).

"Check box if the 'working draft' script was furnished on or after the second day of the Director's preparation period on a one-half hour series or on or after the third day of the Director's preparation period on a one-hour series: □ **If this box is checked, the Employer is required to obtain the signature of the Writer/Executive Producer on this statement.**

"By_____ (signature of Unit Production Manager to appear here)

"_____ (print name of Unit Production Manager)"

"Date_____"

"**Additional Signature of Writer/Executive Producer if Required (see above):**

"By_____ (signature of Writer/Executive Producer to appear here)

"_____ (print name of Writer/Executive Producer)"

"Date_____"

The DGA shall notify the Employer if the UPM statement has not been provided, and the Employer shall cure this omission.

The Employer shall be responsible for obtaining the signature of the Writer/Executive Producer, if required, which shall not delay the submission of the UPM statement and which shall not be required to be submitted to the DGA.

(c) The parties have established the following requirements with respect to the timely submission of scripts for any one-half hour or one-hour episodic series in its first year of production:

(1) For each such series, at least 50% of all "working draft" scripts for the season's episodes must be delivered timely.

(2) For any "working draft" script delivered late after the allowable percentage of late scripts on a first-year production has been exhausted, Employer will pay a penalty in the amount of $1,000 for each day that the "working day" script is late in accordance with subparagraph (e) below.

(d) The parties have established the following requirements with respect to the timely submission of scripts for any one-half hour or one-hour episodic series in its second or subsequent year of production as follows:

(1) For each such series in its second year of production, at least 60% of all "working draft" scripts for the season's episodes must be delivered timely.

(2) For each such series in its third year of production, at least 70% of all "working draft" scripts for the season's episodes must be delivered timely.

(3) For each such series in its fourth or subsequent year of production, at least 75% of all "working draft" scripts for the season's episodes must be delivered timely.

(4) For any "working draft" script delivered late after the applicable allowable percentage of late scripts has been exhausted, Employer will pay a penalty in the amount of $1,000 for each of the first three (3) days that the "working draft" script is late and $2,250 per day for each day delivered late thereafter in accordance with subparagraph (e) below.

(e) Payment of the late script penalty is due thirty (30) days following the completion of principal photography of the episode which exceeds the allowable percentage of late scripts as provided above. One-half of the payment shall be made to the Directors Guild-Producer Health Plan, and the other half shall be split between the Director and the First Assistant Director in the ratio of two-thirds (2/3) to the Director and one-third (1/3) to the First Assistant Director as an allowance, but shall be sent to the DGA for transmittal.

(f) If the "working draft" script is submitted to the Director on the second day of the Director's prep or later for a one-half hour episode or the third day of prep or later for a one-hour episode:

(1) The Employer shall require the Writer/Executive Producer to sign the UPM statement referenced above.

(2) The Employer shall require the Writer/Executive Producer to have a discussion with the Director and a representative of the Employer (which shall be either a production or creative executive) to discuss delivery of the "working draft" script and a plan for completion of the episode.

(3) The foregoing discussion shall include a senior level executive of the Employer when the episode is the third time (and each subsequent third time) during a season of the series that a "working draft" script was submitted to a Director on the second day of prep or later for a one-half hour episode or third day of prep or later for a one-hour episode of the same series.

(g) At the end of each season, the DGA shall provide the AMPTP with information about the timeliness of scripts and the penalties paid on each series during the season.

(h) Employers will continue to cooperate with the Guild in providing data and arranging meetings on this subject. Upon request, Employer will provide the Guild with copies of the season's production schedule, including directing assignments, at the start of each production season, and revisions as they occur.

7-303 Stunts

Any stunt sequence mentioned in the shooting script delivered to the Director (whether or not a waiver of Paragraph 7-302 was granted) may not be increased in magnitude or in degree of difficulty, nor may a stunt sequence be added to such script or later increased in magnitude or degree of difficulty, without the Director's consent to the change. Such consent will not be unreasonably withheld. The Employer may diminish the magnitude of a stunt sequence in the shooting script or eliminate it entirely without the consent of the Director.

7-304 Television Preparation Time

With respect to a motion picture (excluding pilots) which is produced for Network Prime Time or is governed by Article 20 and of a type generally produced for Network Prime Time, the Director shall be afforded actual preparation time of no less than three (3) days for a one-half hour program, seven (7) days for an hour program and fifteen (15) days for a two-hour or longer program.

7-305 Inclusion of Director's Name on Episodic Television Scripts

With respect to episodic television motion pictures, the Director's name shall appear on the title page of each script distributed after he/she is assigned. The omission of the Director's name shall not, however, be subject to grievance and arbitration under Article 2 of this Agreement.

7-306 Casting in Episodic Television During the Director's Preparation Period

An episodic television Director must be informed no later than the first day of the Director's preparation period of any casting procedures or casting schedule for the episode, if known. In addition, the Director shall be invited to participate in any "casting concept call" for casting the episode that takes place during the Director's preparation period.

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

Except when time constraints do not permit, the Director, during the Director's preparation period, shall be afforded a reasonable opportunity to provide casting input to the Writer/Executive Producer before casting recommendations or decisions are communicated to the studio and/or network.

Section 7-400 PRODUCTION

7-401 Dailies

Consistent with the orderly progress of photography, the Director shall see the dailies of each day's photography at a reasonable time. No one shall be present at the screenings of such dailies except those persons designated by the individual Producer, the Employer, or the Director, and all such persons shall have a reasonable purpose for attending such screenings. The Editor assigned to the picture shall be present at all such screenings at the studio.

Dailies for a television motion picture may be in the form of videocassettes.

While the Director is on distant location, and when it is required that the Director be provided with distant location viewing facilities pursuant to Paragraph 7-402 below, the Employer will ship the dailies

of each day's photography within twenty-four (24) hours (excluding Saturdays, Sundays and holidays) after synchronization of picture and track by the Editor or someone else under the Editor's supervision. Failure to ship dailies of more than three (3) aggregate days' photography shall constitute a breach of this obligation, unless excused by a force majeure.

7-402 Distant Location Viewing Facilities

With respect to theatrical motion pictures, anthology television motion pictures and pilots, when the company and the Director are scheduled for distant location of four (4) or more consecutive days of shooting, if requested by the Director not less than five (5) days, if practicable, prior to the departure for the distant location, the Director will be provided with interlocking sound and picture projection facilities or their equivalent (for example, kemtable type of viewing device or cassette viewing equipment) for viewing dailies on such distant location.

7-403 Private Office and Parking

The Employer will provide the Director with a private office at the studio, and a private facility on the set or immediately adjacent thereto at the studio but not at the same time. On distant location where private facilities are provided to others on the set or immediately adjacent thereto, a private facility shall also be provided the Director on the set or immediately adjacent thereto.

(a) For purposes of this Section, an "office" shall be a room with a door which can be shut, adequate ventilation, a telephone, a desk and desk chair, room for no less than two additional persons and good lighting. Sanitary facilities shall be in a reasonable proximity to said office.

(b) When the Employee utilizes a home office in connection with an employment agreement with the Employer, such utilization by the Employee shall be deemed to be at the request of and for the convenience of the Employer. Employer acknowledges that Employees are frequently required to perform services hereunder at their home.

(c) Employer shall use its best efforts to provide reasonable parking space at no charge for all Employees while they are rendering services in production, pre-production and post-production covered by this BA.

(d) Upon the Director's request, the Employer shall provide the Director private transportation during the period of photography to and from local locations, provided such transportation does not increase Employer's costs.

7-404 **Second Unit Photography**

Prior to the start of principal photography, the Employer shall fully disclose to the Director what material is intended to be shot as second unit. During scheduled principal photography, such second unit work will not be enlarged except for exigencies which cannot be reasonably anticipated.

Any disagreement relating to the provisions of this Paragraph 7-404 may be submitted to arbitration, but the Employer shall not be prevented from completing the work in question. In determining said dispute, the Arbitrator shall be guided by the fact that the parties hereto have agreed that the following is a list of examples of circumstances which may not be reasonably anticipated prior to the start of principal photography and which may be the basis of the enlargement of second unit work during principal photography. This list is not intended to be all-inclusive of such circumstances.

1. Weather conditions.

2. A change in actor availability.

3. Force majeure.

4. Special effects shooting problems.

5. Problems or time pressures arising from the scheduling, availability or accessibility of locations.

6. Problems arising from restrictions in permits.

7. Process plates needed during principal photography.

8. Foreign locations needed for "establishing shots."

7-405 Special Photography and Processes

Prior to completion of principal photography, the Director shall be advised of and shall participate in considerations with respect to the utilization of the following:

trick shots
process plates
inserts
montages
miniatures
transparencies
backgrounds
stock film
glass and matte shots
optical devices

After principal photography, the Director shall be consulted and participate in considerations with respect to the foregoing, subject to the Director's availability.

7-406 Use of Video Assist

The parties agree that on theatrical motion pictures and on television motion pictures ninety (90) minutes or longer, video assist may not be used without the Director's permission.

When the Director of a theatrical motion picture elects to use video assist, the Director shall determine the number and placement of monitors to be used.

7-407 Videotape of Performance

When a camera block rehearsal of a multi-camera television motion picture is videotaped so that all cameras are recorded (*i.e.*, a "quad split"), no one shall have access to a copy of the videotape prior to the

completion of the Director's Cut without the knowledge of the Director.

7-408 Audience Switchers

The audience switcher function is to be performed under the direction of the Director.

Section 7-500 EDITING AND POST-PRODUCTION

7-501 Responsibility of Director

The Director shall be responsible for the presentation of the Director's cut of the motion picture (herein referred to as the "Director's Cut") and it is understood that the Director's assignment is not complete until the Director has presented the Director's Cut to the Employer, subject to the terms and conditions of this BA, as soon as possible within the time period hereinafter provided for.

Subject to Paragraph 7-505(g)(2), no one other than the Director may supervise the editing of the first cut of the film following completion of the editor's assembly, but if the Director refuses to, or due to incapacity, cannot supervise the first cut, the Employer may assign another person to edit the film. Within one (1) day following such an assignment, the Employer shall send the Guild written notice thereof.

7-502 "Hotline"

Any Director who has completed ninety percent (90%) but less than one hundred percent (100%) of the scheduled principal photography of a theatrical motion picture or television motion picture ninety (90) minutes or more in length cannot be replaced, except for cause, until the following procedure (herein referred to as "hotline") has taken place: (a) The Employer shall give the Director and the Guild prompt notice of its intention to so replace the Director; and (b) the available parties shall immediately jointly discuss the matter (the Employer is to be represented in such discussion by the person designated in the deal memo, or a higher ranking executive); and (c) if the parties are unable to resolve the matter, the decision of the Employer shall be final.

7-503 Vesting of Post-Production Rights

Notwithstanding the provisions of Paragraph 7-502, a Director who is replaced after directing ninety percent (90%) but less than one hundred percent (100%) of the scheduled principal photography of any motion picture shall be the Director of the film entitled to all the post-production creative rights set forth in this Article 7, unless (a) the Director was primarily responsible for causing the motion picture to be "over budget" or (b) the substituting Director was required to direct more than ten percent (10%) of all principal photography for the picture. Reshooting initial photography due to faulty negative caused by technical problems shall not be included in the computation of the ten percent (10%). The Employer may not schedule additional photography to avoid the express intent of this provision and has the burden of proving the necessity of such additional photography.

A Director who has directed one hundred percent (100%) of the scheduled principal photography of a motion picture may not be replaced except for gross willful misconduct.

7-504 No Interference with Director's Cut

No one shall be allowed to interfere with the Director of the film during the period of the Director's Cut. There shall be no "cutting behind" the Director as that term is commonly understood in the motion picture industry. The term "cutting behind" means any editing prohibited by the terms of this BA, including editing by electronic means. When a release date must be met in an emergency, the Director's cutting time may be reduced to an amount of time equal to one-half the actual time period available for cutting.

7-505 Preparation of Director's Cut

The Director shall prepare the Director's Cut of the film for presentation to the individual Producer and to the person designated in the Director's deal memo as having final cutting authority, in the ordinary course of business, over the motion picture. The Director shall diligently and continuously render services in connection with the preparation of the Director's Cut and shall remain reasonably available on the premises during such period.

In pursuance thereof, the following procedure shall be followed:

(a) The Director shall see the assembled sequences as soon as the Editor has assembled them in accordance with the Director's instructions during the photography of the picture, provided this will not delay the time and preparation of the assemblage of the sequences. If the Director does not give such directions, the Editor may proceed with the assemblage of the sequences without them. The Director shall then make whatever changes the Director deems necessary. As to television, such changes shall be made by the Director working with the Editor and in consultation with the individual Producer. The Editor will make no further changes except under the Director's instructions until the completion of the Director's Cut.

With respect to television, the Employer shall cause the sequences to be assembled and made available for viewing by the Director promptly after the close of principal photography so that the Director's Cut can be commenced immediately.

(b) The Director's Cut shall be accomplished within the following time periods:

Theatrical Motion Pictures

(1) Within ten (10) weeks after the close of principal photography or within a period of time after the close of principal photography equal to one (1) day of editing time for each two (2) days of originally scheduled photography (as such schedule may have been increased or decreased by mutual agreement between the Director and the Employer), whichever is greater.

(2) With respect to a low budget film (as defined in Paragraph 3-101), within six (6) weeks after the close of principal photography or within a period of time after the close of principal photography equal to one (1) day of editing time for each one (1) day of originally scheduled photography (as such schedule may have been increased

or decreased by mutual agreement between the Director and the Employer), whichever is greater.

Pilot (and the First Episode of a Series Ordered Without a Pilot)

(3) As to a pilot, or the first episode of a series ordered without a pilot, having a running time of thirty (30) minutes or less (or between twenty (20) and thirty-five (35) minutes in the case of a High Budget SVOD pilot or the first episode of a High Budget SVOD series ordered without a pilot), within two (2) days plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more day.

(4) As to a pilot, or the first episode of a series ordered without a pilot, having a running time of sixty (60) minutes or less, but more than thirty (30) minutes (or between thirty-six (36) minutes and sixty-five (65) minutes in the case of a High Budget SVOD pilot or the first episode of a High Budget SVOD series ordered without a pilot), within five (5) days.

Television Motion Pictures (Other than a Pilot and the First Episode of a Series Ordered Without a Pilot)

(5) As to television motion pictures having a running time of thirty (30) minutes or less, within one (1) day plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more day.

(6) As to television motion pictures having a running time of sixty (60) minutes or less, but more than thirty (30) minutes, within four (4) days.

(7) As to television motion pictures having a running time of ninety (90) minutes or less, but more than sixty (60) minutes, within fifteen (15) days.

(8) As to television motion pictures having a running time of one hundred twenty (120) minutes or less, but more than ninety (90) minutes, within twenty (20) days.

(9) As to television motion pictures having a running time of more than two (2) hours, twenty (20) days, plus five (5) days for each additional hour in excess of two (2) hours.

<u>High Budget SVOD Programs That Are 96 Minutes or More in Length and Budgeted at $22,500,000 or More (Other than a Pilot, Episode of a Series or Part of a Multi-Part, Closed-End Series</u>

(10) As to High Budget SVOD Programs (other than a pilot, episode of a series or part of a multi-part, closed-end series) that commence principal photography on or after September 24, 2023 and are 96 minutes or more in length and budgeted at $22,500,000 or more, ten (10) weeks after the close of principal photography.

(c) If the assemblage of the film is not completed at the close of principal photography, the above time periods shall not commence to run until such assemblage is completed, unless delay in the completion of the assembly of the film beyond the close of principal photography is caused by the Director.

For the purpose of this Paragraph 7-505, the word "promptly" shall be defined as four (4) business days after close of principal photography in the case of a half-hour television program and six (6) business days after close of principal photography in the case of a one-hour television program. Employer shall use reasonable efforts to cause the assembly to be delivered as soon as possible following close of principal photography and before the fourth or sixth business day, whichever is applicable. If the assembly is not promptly completed and made available, then, when it is completed, Employer shall hold it available for Director's first availability up to two (2) calendar weeks to permit the Director to prepare the Director's Cut.

No one (other than the Editor and the Editor's immediate staff) shall view the completed assembly before the Director or, if the Director so requests, for twenty-four (24) hours after the Director's initial viewing. The Director may not exhibit the film to anyone else without approval of the Employer.

(d) (1) When the Director's Cut is ready, the Director shall screen such cut for the individual Producer and for the person, if any, designated in the Director's deal memo as having final cutting authority over the motion picture. During the screenings of the Director's Cut for the individual Producer and the person, if any, so designated in the deal memorandum, the Director shall be entitled to make recommendations for further changes in following cuts.

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

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

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

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

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

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

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

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

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

(e) At the Director's request, the Director's Cut of a theatrical motion picture shall, at Employer's election, be previewed before a public audience or be screened before a private audience which shall consist of no fewer than one hundred (100) persons, exclusive of relatives or employees of the Employer. For the purpose of such preview or screening, the Director shall have the right to include tracked music and effects in the Director's Cut. Employer shall grant the Director access to the music and effects, if any, in its library and shall provide the Director no less than one (1) day of dubbing to incorporate music and effects into the Director's Cut. In the event the Director requests such a showing, such preview or screening shall be deemed to be the delivery of the Director's Cut.

(f) The following procedures are intended to implement the provisions of Paragraphs 7-505 and 7-507 relating to cutting time for Directors of television motion pictures and represent no substantive change in the Director's rights and obligations as contained in said Paragraphs.

The Director and the Editor will view the Editor's assembly in a projection room and on a moviola or other similar device and the Editor will note all the Director's instructions. The Editor will then implement all the instructions. The Director and Editor will again view the material in a projection room, and the Editor will note and implement any further instructions.

(g) The following rules apply to television motion pictures sixty (60) minutes or less:

(1) The Director's Cut may be no more than approximately one (1) minute over or under the planned broadcast time. Upon Employer's request, photography in the editor's

assembly not used in the Director's Cut shall be maintained separately.

(2) If the Director does not start the Director's Cut within twenty-four (24) hours after the Director receives notice that the editor's assembly is or will be complete, Employer may assign any other person to supervise editing of the first cut of the motion picture following completion of the editor's assembly. Any time the Employer assigns a person other than the Director to supervise editing of such first cut, Employer shall send the Guild written notice thereof not later than one (1) day following the assignment.

(3) If Employers' costs increase because of the provisions of this subparagraph (g), the AMPTP may terminate such provisions not earlier than January 1, 2022, provided the AMPTP sends the Guild sixty (60) days written notice advising the Guild that this subparagraph (g) is terminated and provided representatives of the AMPTP and the Guild meet within the sixty (60) days in a good faith attempt to resolve the Employers' problems.

(h) (1) On theatrical motion pictures incorporating substantial effects – such as a CGI character or effects which determine plot points – the Director shall be given an opportunity to incorporate reasonable temp effects, which may necessitate additional cutting time, for the preview of the Director's Cut, unless the release date does not permit the additional time required. The parties acknowledge that cost is an element of determining "reasonableness."

(2) The Director of a long-form television motion picture which incorporates substantial effects – such as a CGI character or effects which determine plot points – shall be given an opportunity to incorporate reasonable temp effects for the preview, if any, of the Director's Cut, which may necessitate additional cutting time. The foregoing shall not apply when the delivery date does not

permit the additional time required. The parties acknowledge that cost is an element of determining "reasonableness."

(i) (1) If the Director of a theatrical motion picture has not been given the cutting time prescribed by Paragraph 7-505, and the original release date is postponed while the motion picture is still in the editing process, the Director shall be provided with additional editing time to the extent available for cutting in order to meet the new release date. In no event shall the Employer be required to provide the Director with an aggregate cutting period (*i.e.*, the period consisting of the original cutting period plus the added editing time) that exceeds the period prescribed by Paragraph 7-505.

(2) If the Director of a long-form television motion picture has not been given the cutting time prescribed by this Paragraph 7-505, and the original delivery date is postponed while the motion picture is still in the editing process, the Director shall be provided with additional editing time to the extent available for cutting in order to meet the new delivery date. In no event shall the Employer be required to provide the Director with an aggregate cutting period (*i.e.*, the period consisting of the original cutting period plus the added editing time) that exceeds the period prescribed by this Paragraph 7-505.

7-506 Right to Be Present and to Consult

The Director shall have the right, subject only to the Director's availability, to be present at all times and to consult with the Employer throughout the entire post-production period in connection with the picture. The Director must be notified of the date, time and place of each post-production operation. The Director shall be afforded a reasonable opportunity, subject to the Director's availability, to screen and discuss the last version of the film before negative cutting or dubbing, whichever occurs first.

A post-production locale will not be selected for the purpose of depriving the Director of any of the Director's post-production rights. The Director shall be informed of the intended post-production locale in the Director's deal memo. When the post-production locale is at a distant location (*i.e.*, when the Director is required to remain away from home and be lodged overnight), the Employer will pay for the Director's transportation, meals and accommodations while the Director is rendering post-production services.

7-507 Delivery Date for Television Motion Picture

(a) Notwithstanding anything to the contrary in this Article 7, it is understood and agreed that with respect to television motion pictures, the Director's editing privileges herein set forth may not be exercised when the preparation of any television motion picture for a projected delivery date does not permit the expenditure of any or all of the time which would be required by the exercise of the Director's cutting rights (and the subsequent cut provided in Paragraph 7-505(d)(2) during the term of this Agreement). It is understood that a "projected delivery date" includes, but is not limited to, a scheduled screening at an industry event such as the "upfronts." With respect to Subparagraph 7-505(d)(2), this provision also applies to the period after the submission of the Director's Cut.

(b) Nothing in this Paragraph 7-507 permits reduction of the period of the Director's cut resulting from the practice of "warehousing," as this term was used by the negotiators.

7-508 Right to Director's Cut

It is understood and agreed that the Director's right to prepare the Director's Cut is an absolute right subject to the terms and conditions of this BA.

The use of CMX or other technological changes whether now known or not, which involve the physical editing of film or tape or other recording devices, whether now known or not, shall in no way limit or abridge the Director's right to prepare the Director's Cut, within such technology.

7-509 Editing Theatrical Motion Pictures

(a) Except as is otherwise provided in subparagraph (g), this Paragraph 7-509 applies only to theatrical motion pictures which are subject to this BA and the principal photography of which commenced during the term of this BA.

(b) Employer recognizes that it is desirable for theatrical motion pictures to be telecast without abridgment except as required by Network Broadcast Standards and Practices. To this end, Employer will endeavor to license films for network telecasting with no abridgment other than for the aforementioned Broadcast Standards and Practices reasons. In any event, Employer agrees that the Director, if available, shall be accorded the first opportunity to make such cuts as are required if a film is required to be abridged for network telecast. In the event the Director of such picture is deceased, the Guild will appoint a Director of comparable stature and ability to discharge such functions who will be deemed substituted for the original Director in all respects under this Paragraph 7-509. Such "Director abridging cut" shall be done for the Employer at no additional cost, and subject to its approval. It is the intention of the foregoing that in the first instance and as far as practicable, the abridgment, if any, of theatrical motion pictures shall be accomplished by the Employer, with the participation of the Director, as aforementioned, and not by the network acquiring telecasting rights in the theatrical motion pictures.

(c) If a motion picture is licensed by Employer for United States network free television or for United States national network pay television exhibition under a contract which provides that the network may edit the motion picture for such exhibition, the Employer agrees to obligate the network or the distributor to consult with the Director of such motion picture with regard to such editing done by the network, subject to the following conditions:

(1) The Employer or the distributor shall notify the Director in writing, at Director's last address known to Employer or the distributor, that such motion picture has been so

licensed and is to be edited for such exhibition by the network. Such notice shall include, if known at the time of the notice, the amount of time to be added to or removed from the motion picture and any change to the aspect ratio. A copy of such notice shall be mailed to the Guild. If the Director wishes to be consulted by the network or the distributor with reference to such editing, the Director shall, within five (5) business days after service of such notice, notify the Employer and the distributor in writing that the Director so desires to be consulted. Upon service of such notice by the Director, the Employer or the distributor shall notify the network that the Director wishes to be consulted with reference to such editing. The Employer shall obligate the network or the distributor to give the Director who has served such notice reasonable notice of the time and place at which the network or the distributor will consult with the Director with reference to such editing. If the Director reports at the time and place so designated, the network or the distributor shall then be obligated to consult with the Director and in such consultations, the Director may express the Director's views with regard to the editing of the motion picture for such network television exhibition. As between the Director and the network and the distributor, however, the final decision as to such editing shall rest with the network and the distributor. The requirement of consultation with the Director, as set forth above, shall not apply when no editing is done by the network or in any case in which the exigencies of time do not permit, or if the Director does not make himself or herself available at the time and place designated as aforesaid.

(2) The Director's services in connection with consultations shall be provided at the time and place specified in the notice at no cost to the network or Employer or the distributor.

(3) The consultation rights of this Paragraph 7-509 shall apply to all editing of a theatrical motion picture released

for such network exhibition. For this purpose only, the word "editing" includes placement of or changes in commercial breaks, interruptions, and promotional announcements.

(d) If a motion picture is licensed by Employer for United States syndication and Employer edits such motion picture at its own facilities, the Director, if available, shall have the right to edit the motion picture if no additional costs are thereby incurred.

(e) If the Employer desires to have new footage shot and added to the motion picture beyond the theatrical version, the Director (subject to reasonable availability) shall be offered employment to shoot such new footage as and to the extent required by Employer at a daily compensation rate no less than one-half of the Director's initial daily compensation rate on the motion picture.

(f) Employer agrees not to license or edit or authorize any licensee to edit feature length theatrical motion pictures in versions of less than two (2) hours duration or the length of the picture as released for general theatrical exhibition, whichever is lesser, (except for Standards and Practices requirements) for in-flight use as defined in subparagraph 18-102(b) (*e.g.*, to avoid 45-minute versions of motion pictures previously licensed as theatrical films for use on Continental Airlines). In the event of any inconsistencies between the provisions of this subparagraph and the balance of Paragraph 7-509, then the provisions of this subparagraph shall control.

(g) If a theatrical motion picture is licensed by the Employer for exhibition on a domestic national basic cable service, domestically in New Media, for domestic in-flight exhibition or for domestic videodisc/videocassette distribution, and the Employer edits such motion picture at its own facilities in the United States, the Director shall have the right to edit the English language version of the motion picture at no additional compensation. The foregoing right to edit for basic cable exhibition shall be limited to the initial exhibition on a basic

cable service and shall not include editing done to meet ratings standards or requirements.

The provisions of this subparagraph (g) relating to editing for domestic videocassette release and domestic in-flight release shall also apply to long-form television motion pictures which are subject to this BA and the principal photography of which commenced during the term of this BA.

None of the foregoing shall apply in any case in which the exigencies of time do not permit or if the Director does not make himself or herself available at the time and place designated by the Employer to perform such editing.

7-510 Editing of Motion Picture for Foreign Television Exhibition

If a motion picture originally produced for television is sold or licensed for foreign exhibition and Employer requires additional shooting, the Director (subject to reasonable availability) shall supervise any editing of the English language version at no additional compensation, and shall be offered employment to shoot any such additional footage at a daily compensation rate equal to the Director's initial daily compensation rate on the motion picture.

7-511 Assumption of Obligations by Buyer or Assignee

As a condition of the effectiveness of any sale or assignment of a motion picture produced during the term of this BA, the Employer shall obtain a specific assumption of its obligations under Paragraphs 7-509 and 7-510 from the purchaser or assignee. If Employer authorizes its distributor to supervise editing of a theatrical motion picture, then the distributor, in lieu of the Employer, shall be subject to all of the same obligations and shall exercise the same rights of Employer pursuant to Paragraphs 7-509 and 7-517 with respect to any such picture produced during the term hereof. If Employer authorizes its distributor to supervise editing of a long-form television motion picture for foreign television exhibition, then the distributor, in lieu of the Employer, shall be subject to all of the same obligations and shall exercise the same rights of Employer pursuant to Paragraph 7-510 with respect to any such picture produced during the term hereof.

7-512 Producer's Scheduling Authority

Employer shall not use its scheduling authority to deprive a Director of any creative rights under this Article 7.

7-513 Right of Consultation

The Employer shall consult with the Director with respect to coloring, time compression and expansion, changes in the exhibition of the aspect ratio (*e.g.*, "panning and scanning") and changes to allow exhibition in three dimensions made to a theatrical motion picture after delivery of the answer print. The Director's services in connection with such consultation shall be provided at no cost to the network or Employer or distributor.

7-514 Screenings of Unfinished Television Motion Pictures

Until completed, a television motion picture may not be shown to any third party not involved in its post-production (*e.g.*, critics and network affiliates), unless there is a notice on the screen at the beginning and end of the television motion picture that it is an unfinished work in progress. The omission of such a notice shall not be subject to grievance and arbitration under Article 2 of the Basic Agreement. However, this provision is not intended to prohibit the showing of trailers or promos for an unfinished television motion picture to third parties not involved in post-production of the television motion picture.

7-515 Motion Picture Rating

If the Employer decides to appeal the rating given to a theatrical motion picture by the Classification and Rating Administration of the Motion Picture Association of America, the Director has the right to participate fully in the proceedings before CARA's Appeals Board. If changes are required to achieve the desired rating, the Director shall have the right to make the changes.

If Employer does not designate the Director as one of Employer's representatives to the MPAA's Classification and Rating Administration, the Employer's designated representative shall

promptly advise the Director of any communications with the MPAA's Classification and Rating Administration. The Director shall be told fully and accurately of the MPAA CARA's concerns, and consulted in good faith with respect to any actions to be taken.

7-516 Circulation of Film Materials

The parties acknowledge the importance of limiting access to film materials during production and post-production of theatrical motion pictures. To that end, Employer will advise the Director of the individual(s) designated to view dailies and the means of distribution (*e.g.*, cassette, *etc*.). Employer will consult with the Director regarding the circulation of copies of cut material or of the Director's Cut, and the Director will not circulate copies of cut material or of the Director's Cut without the Employer's approval. When permitted by the Employer, security technologies such as encryption, watermarking or firewalls approved for use by the Employer may be used to identify the Director's work in progress and the Director's Cut to protect it from unauthorized alteration. This provision will not interfere with the Employer's need to provide material to marketing personnel, nor the Director's need to provide material to personnel needed to complete the film (*e.g.*, conferring with an optical house, conferring with a writer about added scenes, *etc*.).

7-517 Editing Theatrical Motion Pictures for Foreign Exhibition

If Employer licenses a theatrical motion picture for foreign theatrical exhibition to which footage not contained in the domestic theatrical version is added (whether the additional footage is already shot or is to be newly shot), and the Employer edits the motion picture at its facilities in the United States, the Director (subject to reasonable availability) shall supervise the editing necessitated by the addition of such footage into the motion picture at no additional compensation. The foregoing shall not apply in any case in which the exigencies of time do not permit. (If additional footage is to be shot for the foreign version, the Director shall be offered employment to do so at a daily compensation rate equal to the Director's initial compensation.)

7-518 Release of "Director's Cut"

Employer may not identify any version of a theatrical motion picture or a long-form television motion picture as the "Director's Cut" unless it has been so identified by the Director. (This definition of "Director's Cut" shall apply solely to this provision.)

7-519 Notice of Director's Editing/Consultation Rights

In the event that a theatrical motion picture or long-form television motion picture is to be edited for release as provided in Paragraph 7-509(b), (c), (d), (g), in Paragraph 7-510 or in Paragraph 7-517, and the Director has the right to participate in the editing process, the Employer shall notify the Guild, in writing, of the time and place at which the editing is to be done. With respect to a theatrical motion picture, such notice shall include, if known at the time of the notice, the amount of time to be added to or removed from the motion picture and any change to the aspect ratio. The Guild shall, in turn, promptly provide such written notice to the Director. Within five (5) business days after service of the Employer's notice upon the Guild, the Director shall notify the Employer in writing that the Director desires to perform such editing or to be consulted with reference to such editing.

7-520 Participation of Directors in Post-Production Process for One-Hour Series Television

The parties agree to convene meetings on an Employer-by-Employer basis to discuss the participation of Directors of one-hour series television in the post-production process. It is understood that the Employer will honor requests from the Guild to supply post-production schedules for its one-hour series in conjunction with the meeting with that Employer.

7-521 DVD Release of Theatrical Motion Pictures or Long-Form Television Motion Pictures

(a) Theatrical Motion Pictures

The Employer shall advise the Director of a theatrical motion picture of the schedule for release(s) of the domestic DVD as soon as determined. Employer shall consult with the Director, subject to Director's availability, concerning the content of the DVD release(s) in a timely manner to allow full consideration of the Director's input.

If a theatrical motion picture has been released domestically in its original theatrical version on DVD, and a different version of the motion picture which has not been approved by the Director is later released domestically on DVD, Employer will make the original theatrical version released on DVD available as well. This obligation will be satisfied by any arrangement which will allow an interested consumer ready access to a DVD copy of the original theatrical version, (*e.g.*, by allowing purchase through the studio's catalog).

(b) Long-Form Television Motion Picture

With respect to long-form television motion pictures, Employer shall advise Director of the release schedule of the domestic DVD as soon as it is determined. Employer shall consult with the Director concerning the content of the DVD release in a timely manner to allow full consideration of the Director's input.

7-522 Request for Label

In the event that a theatrical motion picture is to be exhibited domestically on pay or free television, basic cable, home video, in-flight exhibition or in New Media with a running time, format or aspect ratio different from that of the domestic theatrical release version, the Director may deliver to the Employer a written request of the licensee of the motion picture to display one of the following

labels, as applicable, prior to the commencement of the exhibition of the motion picture:

(a) *The format of this motion picture has been modified from its original version.*

(b) *This motion picture has been modified from its original version to run in the time allotted.*

(c) *The format and running time of this motion picture have been modified from the original version.*

The Employer agrees to forward the Director's request to the licensee of the theatrical motion picture.

Section 7-600 COPY OF MOTION PICTURE

7-601 With respect to theatrical motion pictures and television motion pictures ninety (90) minutes or longer in length, produced during the term hereof, which have had a general theatrical release or have been exhibited on television or released on videodiscs/videocassettes, as the case may be, in Los Angeles County, California, Employer agrees, upon the written request of the Guild, to make available to the Guild (without cost to the Guild) a copy of such originally released print (which shall be a 16mm print if in existence in the United States) for screening purposes only for the personal use of the Director of the motion picture. Such print shall be made available by the Employer to the Guild in Los Angeles, California, within two (2) weeks after such written request by the Guild. The print is to be returned to the Employer as soon as possible, but in no event later than five (5) days after receipt by the Guild. The Guild and the Director will execute any appropriate documents required by the Employer. With regard to motion pictures released prior to the execution date hereof, a previous originally released print will be so furnished, under like conditions, if one is available.

7-602 With respect to motion pictures produced during the term hereof, if the Employer goes out of business and there is no successor company, the Employer may, in the alternative, either (a) deliver to the Guild, without cost to the Guild, a copy of a released print of such motion

picture or (b) make other arrangements for such print to be available to the Guild, upon its request, for the screening purposes of the Director as above provided, or (c) if such print is not so available, to permit the Guild to purchase a print at its cost, to be made from the negative of such motion picture, for the purposes above provided. The Guild and the Director will execute any appropriate documents required to accomplish the purposes as above provided.

7-603 The Employer shall furnish the Director of the film, at no cost to the Director, a videocassette of the release print of any theatrical film, provided it is manufactured for sale on videocassettes. If it is not so manufactured, the Employer will keep a 16mm print (or videocassette) of the motion picture and make it available to the Director upon request. If the Employer has no storage facility, the Employer shall transfer the motion picture to a 16mm print or videocassette and give such print or cassette to the Director who so requests and pays for such transfer.

7-604 Upon request, the Employer shall furnish the Director of an episode of a television series sixty (60) minutes or less in length, after the first television exhibition of the episode, a digitally watermarked copy of the final "air" version of that motion picture without commercials at no cost to the Director.

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

Section 7-700 PREVIEWS

7-701 With respect to theatrical motion pictures, the Employer will give the Director of the film five (5) business days advance notice, if possible, of the time and place of all previews (excluding press previews) at the Director's last known address. If the Director cannot be reached, the Guild must be notified. The Employer will also give the Director

reasonable advance notice of the time and place of the first trade-press preview which is held in either Los Angeles or in New York.

7-702 If the first preview (excluding press previews) is held outside of Los Angeles or Orange Counties, California, the Employer must provide the Director of the film, if the Director is available and has to travel to attend such preview, with transportation and lodging as provided in Paragraph 4-104, from the place where the Director is then located in the United States to the place of such preview.

7-703 If the Employer fails to notify the Director of the film of a theatrical audience reaction preview (excluding press or marketing previews), the Director shall have the right to hold a special comparable preview at a comparable theater designated by the Employer at the Employer's expense.

7-704 With respect to all theatrical motion pictures covered by this BA, Employer will guarantee at least one (1) public or private showing. The choice of the public preview or private showing shall be within the discretion of the Employer; provided, however, that if a private showing is chosen by the Employer, it shall be with an audience of sufficient size and diversity to obtain adequate audience reaction.

7-705 The preview of the Director's Cut shall not be conducted using the "Avid-output" or other substandard process.

Section 7-800 COMPENSATION FOR CUTTING TIME

7-801 The Director shall not, by reason of the exercise of any of the rights above granted, for services performed in connection with matters described in the above provisions of Sections 7-200 through 7-700 above, be entitled to any additional or increased compensation. However, every Director of a theatrical motion picture who is (a) paid double minimum or less; (b) is closed on completion of photography; and (c) who does not refuse to view promptly the first assemblage of the film shall be paid one (1) week's pay after close of the Director's engagement to the extent provided for in Article 3.

Section 7-900 COMPENSATION IN CASE OF LENDING (THEATRICAL MOTION PICTURES)

7-901 If the services of a Director are loaned to another employer, the terms of such loanout shall be deemed to include services of the nature mentioned in this Article 7 performed by such Director for the borrowing employer, and such Director shall be entitled to receive from the lending Employer such compensation, if any, as is applicable to such services.

Section 7-1000 ADDITIONAL SCENES AND/OR RETAKES

7-1001 If the Director completes one hundred percent (100%) of the scheduled principal photography, the Director shall be entitled to direct any additional scenes and/or retakes to be photographed, subject only to the Director's availability. If the Director of the film is not available, the Director shall be accorded the opportunity to consult with the substituting Director about such photography.

Section 7-1100 LOOPING AND NARRATION

7-1101 The looping of dialogue, including "wild tracking," for scenes already photographed and the recording of narration for any motion picture shall be directed by the Director of the film, provided the Director is available at the time and place and at the cost scheduled by the Employer and the Director receives no additional compensation for the direction of looping and/or narration.

7-1102 With respect to theatrical motion pictures, the Employer shall be required to send the Director of the film, if the Director is available, to the place of looping (including "wild tracking"), recording of narration and any other post-production dialogue recording unless it is minor in nature. The Employer's decision as to whether such work is minor shall be final, provided it is reasonable.

7-1103 Should the Director of the film be unavailable to attend such looping or narration recordings, as above provided, the Employer shall consult with the Director, if the Director is available, as to what person is available and fit to direct such loopings and narrations. The final decision in the selection of such person (who may, but need not be, a

person subject to this BA) shall remain with the Employer, but the Director of the film shall be given the opportunity, if practicable, to explain to such person the Director's ideas as to the content and qualities of the work to be done.

7-1104 If the Director of a long-form television motion picture is not sent to the place of looping, Employer will provide communication to the looping site through ISDN, T-1 line or a similar device if readily available at the place of looping.

Section 7-1200 THE DUBBING OF SOUND AND MUSIC

7-1201 The Director of the film, if available, shall participate in the spotting and dubbing of sound and music, provided that such participation does not necessarily increase costs.

Section 7-1300 FOREIGN VERSION

7-1301 Each Director shall have the right to a Director's Cut of the foreign version of any motion picture by a single Director (as distinguished from a combination of different films by different Directors) which is produced to be and is initially exhibited as such on television in the United States and which is then released theatrically in foreign countries. The Director shall make such cut within three (3) business days from the time it is made available to him. Provided, however, the Director shall not have such a right to such cut if the foreign version cut of such motion picture is made outside the United States or if such foreign version cut is done in the United States for foreign local acceptance.

If the motion picture as so exhibited is not recut for its foreign theatrical release, this provision shall not be applicable.

Section 7-1400 REPLACEMENT OF DIRECTOR

7-1401 No person assigned to or performing in a particular motion picture before the Director is replaced can replace the Director. The Director may be replaced only by a person who has never been assigned to or performed in the particular picture and who has theretofore directed a feature motion picture or not less than ninety (90) minutes of

television programming, which has been exhibited in the United States, regardless of where produced. None of the above conditions shall apply in the case of a *bona fide* emergency, in which event a person employed on the shooting company may direct for a period not in excess of five (5) shooting days pending arrival of a substitute Director. In the event the Employer claims such an emergency exists, Employer shall give the Guild notice of such emergency as soon as practical. If the Guild, within seventy-two (72) hours after receipt of notice from the Employer, disputes the existence of such an emergency, then, within twenty-four (24) hours after the Guild notifies the Employer of such dispute, an authorized representative of the Guild and the Employer shall meet in a good faith attempt to settle or resolve the issue of whether there was such an emergency. If the Guild does not give such notice to the Employer within such seventy-two (72) hour period, the claimed emergency shall be deemed to be a *bona fide* emergency.

In the event the parties fail to meet or otherwise fail to settle or resolve the dispute as to whether there was such an emergency, then, within twenty-four (24) hours of the last time period referred to above, only said dispute as to whether there was an emergency shall be submitted directly to Expedited Arbitration in accordance with the Expedited Arbitration procedure set forth in Section 2-400.

Notwithstanding the foregoing provisions of this Paragraph 7-1401, if the Director of a theatrical motion picture is physically incapacitated so that the Director is physically unable to direct, the Employer may employ a person already on the production to direct, provided:

(a) the Director is deceased; the Director's physical incapacity lasts for four (4) weeks or longer; the Director does not expect to recover from that incapacity for four (4) weeks or longer; or the Director is unable to communicate and the Director's doctor does not expect the Director to recover within four (4) weeks;

(b) the person whom the Employer wishes to be the substituting Director has previously directed a theatrical motion picture which has been distributed in the United States;

(c) unless the physical condition of the [original] Director precludes participation in the decision-making, the [original] Director must approve the Employer's choice of substituting Director and have the opportunity to consult with the substituting Director; and

(d) the Employer notifies the Guild of its intention to replace the Director with someone assigned to or performing in the theatrical motion picture prior to the assignment of the substituting Director.

The parties agree to maintain their respective positions as to the applicability of this Paragraph 7-1401 to the shooting of added scenes and retakes in episodic television when the Director of the program is unavailable. These positions notwithstanding, the Guild agrees to waive any claim that it would be a violation of this provision (prohibiting replacement of a Director by someone already assigned to the production in another capacity) to assign the work of directing added scenes or retakes, if the original Director is unavailable, to a producer of the series who is a "Producer-Director," so long as the original Director agrees to the arrangement and is accorded the opportunity to consult with the individual assigned to direct the added scenes or retakes, and the Guild is notified as soon as practicable.

The term "Producer-Director" is defined, for purposes of this Paragraph 7-1401, as an experienced Director hired to be a producer on the series who has, among other duties, the responsibility for working with other Directors on the series to prepare their episodes, and has not been and will not be employed in any other capacity during that season of the series, except as a Director. The Producer-Director may not also be a writer or the individual responsible for the budget of the series (*i.e.*, a line producer) during that season of the series. For the purposes of Paragraph 7-1401 only, "experienced Director" shall be defined as an individual who has directed at least eight (8) episodes of television or High Budget SVOD programming, which has been exhibited in the United States, regardless of where produced.

In the event a Producer-Director is not employed or the Producer-Director on the series is not available to shoot added scenes and

retakes for the episode, the DGA agrees to grant an administrative waiver to assign the work of directing the added scenes or retakes to someone already assigned to the production in another capacity only in the following circumstances:

(1) The Employer requests the waiver prior to the shooting of the material so the Guild can verify that: (i) the original Director is not available; (ii) either no Producer-Director is assigned to the series, or the Producer-Director assigned to the series is not available; and (iii) the original Director is accorded the opportunity to consult with the individual assigned to direct the added scenes or retakes.

(2) The added scenes and retakes may be directed by an individual with the title Writer/Executive Producer (for purposes of this provision, defined as the Executive Producer(s) in charge of the writing and creative oversight of the series) only if the Writer/Executive Producer has directed a commercially released feature motion picture or not less than ninety (90) minutes of television or High Budget SVOD programming, which has been exhibited in the United States, regardless of where produced. With respect to television and High Budget SVOD programming, the work must include episodes for at least two different series, one of which may be the series on which the individual is currently employed. An individual Writer/Executive Producer may only be granted this waiver to direct additional scenes and retakes for no more than thirty percent (30%) of the episodes during any season of the series.

(3) The added scenes and retakes may be directed by any other individual employed on the production if that individual has directed at least four (4) episodes of television or High Budget SVOD programming, which has been exhibited in the United States, regardless of where produced.

(4) No waiver will be granted to allow a Writer/Executive Producer to direct added scenes and retakes for an episode of a series if the "working draft" for that episode is delivered three (3) or more days late.

(5) This provision will sunset on June 30, 2026.

In addition, the Guild agrees to waive any claim based upon a Producer-Director directing, after the period of scheduled principal photography for a particular episode of the series, principal photography for that episode that was scheduled, but not completed, by the original Director of the episode, provided that: (1) the original Director is not available; (2) the original Director is accorded the opportunity to consult with the individual assigned to direct such principal photography; (3) the Employer notified the Guild of the name of the Producer-Director at the start of the season; and (4) the Employer notifies the Guild as soon as practicable each time the Producer-Director directs such principal photography.

Section 7-1500 GENERAL PROVISIONS

7-1501 Employer's Decision Final

The Employer's decision in all business and creative matters shall be final, but this provision shall not release the Employer or the Director from their respective obligations hereunder.

7-1502 Third Party Agreements

The Employer shall not enter into an agreement with a third party, the terms of which require the Employer to breach its obligations under this Article 7 or the Director's personal services agreement. The implied promise of good faith and fair dealing is deemed an express provision of this Article 7.

The Employer agrees that it will not negotiate a provision in any other collective bargaining agreement that infringes upon the creative rights of the Director under this Agreement.

7-1503 No Retaliation

The Employer shall not discriminate or retaliate against a Director because the Director exercises or asserts any right under this Article 7.

7-1504 Attendance at Casting Sessions

In order to provide the most creative environment possible for the Director and actor(s) in casting sessions, no one shall be present at casting sessions except those persons designated by the individual Producer, the Employer or the Director and all such persons shall have a reasonable purpose for attending.

7-1505 Electronic Transmissions

(a) No images or sounds may be transmitted electronically from the stage or control booth without first informing the Director. Any instances of non-disclosed transmission shall be presented to the Creative Rights Standing Committee. The Employer shall use its best efforts to identify those places or persons that have access to such transmissions.

(b) The following additional provisions apply to television motion pictures:

(1) The continuous, unrestricted electronic transmission of images and/or sounds throughout the workday (*e.g.*, a fixed "open mike") from the set, stage or control booth to a location outside the production area is prohibited on episodic series.

(2) With respect to single-camera episodic television:

(i) Images or sounds may be transmitted electronically as a live feed from the set, stage or control booth to offices or locations within the immediate production facility/area (such as the hair and make-up trailer).

(ii) No images or sounds may be transmitted electronically as a live feed from the set, stage or control booth to offices or locations outside the immediate production facility/area, except that such electronic transmissions (when permitted by

subparagraph (1) above) may occur in the following limited circumstances:

a) when requested for VFX purposes;

b) when an Act of God or other force majeure (*i.e.,* a snowstorm, illness/injury, emergency *etc*.) prevents travel to the production;

c) when an immigration restriction prevents travel to the production; and

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

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

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

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

notes should be reserved until after the Director has had a chance to make initial adjustments with performers, and should be succinct and immediate, if possible.

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

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

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

7-1506 Creative Rights Standing Committee

The parties have agreed that the Creative Rights Committee will continue its discussions of creative rights (non-economic) issues throughout the term of this Agreement. The Committee will be comprised of executives representing the Employers of the level ordinarily in attendance at the existing Creative Rights Committee meetings and ten (10) representatives of the Directors Guild of America. The Theatrical Committee will meet three (3) times per year, with meetings in February, June and October of each year. The Television Committee will meet twice per year, with meetings in January and August of each year. The parties may agree to meet at other times as well and to consider issues brought to the Committee by either party beyond those enumerated below.

In furtherance of the commitment expressed above, the Employer representatives to the Creative Rights Committee agree:

(a) to continue discussions with representatives of the DGA's Multi-Camera Subcommittee regarding the issue of instructions

given to the Director of multi-camera shows by multiple persons;

(b) to discuss post-production and the Director's role in single-camera and multi-camera productions; and

(c) to continue discussions with regard to credits in outdoor advertisements with particular emphasis placed on the consideration of suggestions for reduction of the proliferation of credits in billing blocks, as well as addressing the Guild's concern regarding the visibility of the director's credit and the Company's need to promote a picture using the names of persons associated with it which have importance for marketing purposes. These discussions shall also focus on: (i) the application of the rules set forth in Article 8 of this Agreement concerning credits in advertising (including the rule requiring that such advertising be submitted to the Guild) to DVD/videocassette distributors; and (ii) the application of the credit rules set forth in Article 8 of this Agreement to promotional items such as popcorn tubs and bags, buttons, pins, carry trays, drink cups, *etc*.

7-1507 Post-Production/VFX Committee

The parties have agreed to convene meetings with the goal of developing a set of preferred practices in connection with the use of visual effects (VFX). The meetings will include studio executives and directors who participated in the Creative Rights Committee, representatives of the Employers' VFX and Post-Production Departments, and others working in this area. Among the topics to be discussed are the working relationship of Directors and VFX Supervisors, appropriate staffing and equipment necessary to organize the VFX elements, and the use of pre-visualization tools.