

**MEMORANDUM OF AGREEMENT FOR
DIRECTORS GUILD OF AMERICA – ASSOCIATION OF
INDEPENDENT COMMERCIAL PRODUCERS
NATIONAL AGREEMENT OF 2023**

This Memorandum of Agreement is entered into between the Directors Guild of America, Inc. ("DGA" or the "Guild") and the Association of Independent Commercial Producers, Inc. ("AICP") on behalf of those production companies that have authorized the AICP to negotiate and execute this Memorandum of Agreement on its behalf (each a "Producer" or "Employer"), which companies are listed in Attachment #1 hereto.

The terms of the National Commercial Agreement of 2021 (including all sideletters, published and unpublished and as re-dated) shall be incorporated in the Directors Guild of America – Association of Independent Commercial Producers National Agreement of 2023 ("Agreement" or "NCA") except as modified below and subject to conforming changes. The terms of this Memorandum of Agreement shall prevail over any inconsistent provision in the 2021 NCA. The language in this Memorandum is not in contract language, except when so designated or when the context clearly indicates otherwise.

This Memorandum of Agreement shall require approval by the Directors Guild of America's National Board of Directors and ratification by the members of the Directors Guild of America. Upon ratification, the provisions herein shall be effective as of December 1, 2023, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

1. Term (U21, P9)

The term of the 2023 NCA shall be from December 1, 2023 through and including November 30, 2026.

Article 10-100 shall be modified to read as follows:

"(A) This Agreement shall be effective as of December 1, ~~2021~~2023 and shall be terminated at midnight on November 30, ~~2023~~2026, unless sooner terminated as herein provided. The parties agree that sixty (60) days prior to November 30, ~~2020~~2026, they shall in good faith negotiate with respect to a new agreement to take place upon termination hereof.

(B) AICP Member production companies who are parties to the ~~2020~~2021 NCA and who have as of ~~August 2, 2021~~ November 30, 2023 submitted written authorization to AICP shall be party signatories to the ~~2021~~ 2023 NCA. AICP production companies who are not signatories to the ~~2020~~ 2021 NCA and new AICP production companies, after the effective date of the 2023 NCA, may become signatories to the 2023 NCA at anytime during the term thereof by filing signatory documents with the AICP."

2. Compensation (U1)

- A. The minimum rates of pay for Directors, First Assistant Directors, and Unit Production Managers shall be increased by 3%, plus a one-time 3% economic recovery adjustment effective thirty (30) days after written notification to the AICP of ratification by the Guild, by an additional 4.0% (daily and weekly) effective December 1, 2024, and by an additional 4.0% (daily and weekly) effective December 1, 2025.
- B. The daily minimum rate of pay (with corresponding changes to the weekly rate) for Second Assistant Directors shall be increased to \$700 effective thirty (30) days after written notification to the AICP of ratification by the Guild, by an additional 4% effective December 1, 2024, and by an additional 4% effective December 1, 2025. For the avoidance of doubt, the minimum rates of pay for Second Second Assistant Directors shall increase each year of the agreement so that they continue to remain no less than 85% of the scale of an initial Second Assistant Director, in accordance with Article 5-103(A).

3. Pension and Health (U2, P10)

- A. The DGA shall have the right to allocate up to one-half percent (0.5%) of the negotiated wage increases in each of the second and third years of the Agreement to the Employer contribution rates to the Directors Guild of America-Producer Pension Plan or Health Plan. The DGA shall give notice of any such election applicable to the second and third years of the Agreement to the AICP at least six (6) months prior to December 1, 2024 and December 1, 2025, respectively.
- B. Amend Article 3-104(A) of the AICP Sideletter to increase the presumed annual earnings of Principal Directors to \$200,000 effective thirty (30) days after written notification to the AICP of ratification by the Guild, and to \$210,000 effective December 1, 2025.
- C. Amend Article 3-104(C) of the AICP Sideletter to increase the presumed annual earnings of Principal UPMs, Staff UPMs, Principal ADs and Staff First ADs to \$163,000 effective thirty (30) days after written notification to the AICP of ratification by the Guild, and to \$173,000 effective December 1, 2025.
- D. Amend Article 3-104(D) of the AICP Sideletter to increase the presumed annual earnings of Staff Second ADs to \$98,000 effective thirty (30) days after written notification to the AICP of ratification by the Guild, and to \$105,000 effective December 1, 2025.
- E. *Modify AICP Sideletter Section 3-104(A)ii. as follows:*

“Any Principal Director who believes he or she will earn less total gross compensation pursuant to the provisions of Article 3-104 (D) than the presumed annual earnings set

forth in paragraph (i) above may exercise an option, upon written notice to the Plans and the Guild served not later than January 20 of each calendar year, to pay contributions on total gross compensation pursuant to the provisions of Article 3-104 (D). A Principal Director of a Producer that becomes an AICP member during the term of the Agreement may exercise an option specified in a written notice from the Producer to the AICP, the Plans, and the Guild, served within thirty (30) days of the Producer joining the AICP, to pay contributions on total gross compensation pursuant to the provisions of Article 3-104(D). If ten percent (10%) or more of the Principal Directors having companies represented by the AICP exercise such option, the Guild may terminate the option for the following calendar year."

F. *Modify AICP Sideletter Section 3-104(B) (Directors other than Principal/Directors) as follows:*

"For the period from December 1, 2021 through November 30, 2022, Producer shall make contributions for any Director other than Principal Directors based on a presumed salary of \$10,000 per shoot day. Effective December 1, 2022 thirty (30) days after written notification to the AICP of ratification by the Guild, Producer shall make contributions for any Director other than Principal Directors based on a presumed salary of \$10,500 \$11,000 per shoot day. Effective December 1, 2024, the presumed shoot-day salary for contributions shall increase to \$12,000. Effective December 1, 2025, the presumed shoot-day salary for contributions shall increase to \$12,500.

4. **Generative Artificial Intelligence (U4)**

Add a new Sideletter to the 2023 NCA as follows:

"SIDELETTER NO. ____
As of December 1, 2023

[Address block omitted]

"Re: Generative Artificial Intelligence

Dear Matt:

During the negotiations for the 2023 National Commercial Agreement ('NCA'), the parties discussed the use of Generative Artificial Intelligence ('GAI') in the production of commercials. The parties acknowledged that definitions of GAI may vary, but agreed that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., OpenAI GPT, MidJourney, Runway). It does not include 'traditional AI' technologies programmed to perform specific functions, such as those already used during all stages of commercial production (e.g., CGI and VFX).

The Employers re-affirm their respect for the duties and functions set forth in the National Commercial Agreement, including those described in Article 1-300. The Employers agree that neither 'traditional AI' nor GAI constitutes a person. Therefore, the Employers agree that the duties assigned to DGA-represented employees, including those set forth in Article 1-300 of the National Commercial Agreement, must be assigned to a person covered by the National Commercial Agreement. Further, an Employer's use of GAI in connection with creative elements of a commercial will be disclosed to the Director and is subject to the participation of the Director consistent with the requirements of the National Commercial Agreement.

Given the potential impact on the commercial industry and DGA-represented employees, the Employers agree to meet regularly with the DGA on a semi-annual basis: (1) the current and intended uses of GAI in commercial production with senior executives from AICP and AICP Companies and with senior executives from advertising agencies and other related industry creatives; and (2) among other things, to discuss and review information related to the use and intended use of GAI in commercial production subject to appropriate confidentiality agreements.

Nothing in this Sideletter shall be construed to restrict or empower the Guild or DGA-represented employees from asserting the right, if any, which either may have to appropriate remuneration with respect to material directed by DGA-covered employees that is used to train a GAI system for the purpose of creating commercial content.

The parties recognize that this Sideletter is being negotiated at a time when the use of GAI is in the process of exploration, experimentation, and innovation. Therefore, this Sideletter expires on December 1, 2026, unless the parties mutually agree to an extension.

5. UPMs (U9, U22B)

A. Delete AICP Sideletter Section 14 (Unit Production Managers), and add the following sentence to Article 5-101:

"When the Producer employs a person who is on the applicable UPM Commercial Qualification List (or designated as eligible to work as a UPM per Section 4 of the AICP Sideletter) in a freelance capacity, and the person performs any of the duties of a UPM as provided in Article 1-302, that person shall be covered by this Agreement as a UPM, regardless of whether there is already a covered Staff or Principal UPM on the production. Nevertheless, when the Producer employs more than one person from the UPM Commercial Qualification List in a freelance capacity as described above, such additional employment may be subject to this Agreement when agreed upon by the Producer and the Employee at Producer's discretion."

B. Delete AICP Sideletter 14.

6. **Assistant Directors (U11, U12, P14).** Paragraphs A, B, and C are effective thirty (30) days after written notice of ratification by the Guild to the AICP.

A. *Add a new paragraph Article 5-308(F) as follows:*

"A 2nd AD shall receive a minimum of one day's preparation on a commercial production when:

- i. there are at least two company moves in a shoot day, or
- ii. there are 30 or more persons to be photographed in a single day."

B. *Add a new paragraph Article 5-103(F) as follows:*

"The Producer shall assign a Second 2nd AD on any shoot day when:

- i. there are at least two or more company moves, or
- ii. there are 20 or more persons to be photographed in a single day.

Additional (i.e., third, fourth, etc.) 2nd ADs shall be paid no less than 70% of the scale of an initial 2nd AD."

C. *Modify AICP Sideletter Section 16 as follows:*

~~"First Assistant Director Overtime~~

Notwithstanding the terms of Article 5-303, the Agreement shall be deemed modified for members of the AICP with respect to First Assistant Directors, Unit Production Managers, and Second Assistant Directors only in the following respects: [Remainder of paragraph unchanged]"

7. **CQL (U13)**

A. *Modify AICP Sideletter Section 4(B) as follows:*

"(B) In unusual circumstances, the AICP may, on no more than fifteen (15) occasions over the life of the Agreement, and with prior notice to the Guild, designate a competent ~~1st AD, 2nd AD or~~ UPM as eligible to work on commercials in the New York, Southern California and Third Areas. Notwithstanding the criteria set forth in Article 6-300 of the Agreement, such individuals shall be eligible to be employed on commercials as a UPM ~~in the category or any lesser category~~ with any Producer signatory to the National Commercial Agreement of 2023~~4~~. The AICP and DGA shall instruct the Commercial Qualifications Administrator to notate the phrase "eligible to work" on the Commercial Qualifications List those individuals designated by the AICP as eligible to work in a category pursuant to this Section 4(B)."

B. Given the proximity to expiration of the 2021-2023 NCA, the AICP shall have until six (6) months after written notification to the AICP of ratification by the Guild to exercise

any remaining rights that accrued during the 2021-2023 NCA under AICP Sideletter Section 4(B). Any such rights are to be exercised pursuant to AICP Sideletter Section 4(B) as modified by this Memorandum of Agreement.

8. Diversity and Training (U14)

A. *Modify the first sentence of Article 7-108(B) as follows, with conforming changes to Article 7-108(C) as set forth in item B. below:*

“(B) The Producers shall work diligently and make good faith efforts and the Guild shall cooperate with the Producers to increase the number of ~~working~~ racial and ethnic minorityies and, women, and individuals from other historically under-represented groups working as Directors, Unit Production Managers, and Assistant Directors; provided, however, no Producer shall be required to employ any individual.”

B. *Modify Article 6-101(A) as follows:*

“Effective thirty (30) days after written notification to the AICP of ratification by the Guild, each Producer shall contribute an amount equal to one-quarter of one percent (0.25%) ~~one-fifth of one percent (0.20%)~~ of salary as defined in Article 3-104 for each Director, UPM and 1st and 2nd AD to finance the Contract Qualification Administration. The aforementioned contribution shall be remitted monthly to the Administrator of the Directors Guild of America – Producer Pension and Health Plans who, as the Producers’ agent for collection of said contributions, shall remit such contribution to the Contract Qualification Administrator under Article 6-300 of this Agreement.”

Modify Article 7-108(C) as follows, with conforming changes to Article 6-101(A) above:

“To further the goals and objectives of Paragraph (B), on or before July 1, 2016, the AICP will establish and maintain a Diversity Program designed to expand employment opportunities for racial and ethnic minorityies, and women, and individuals from other historically under-represented groups working as Directors. ~~Effective November 29, 2015,~~ Effective thirty (30) days after written notification to the AICP of ratification by the Guild, each Producer will contribute an amount equal to ~~0.15%~~ ~~three-tenths of one percent (0.30%)~~ one-quarter of one percent (0.25%) of salary as defined in Article 3-104 for each Director, Unit Production Manager, and Assistant Director to finance the Diversity Program. The parties agree that the Producer contributions required under this Paragraph (C) shall be remitted to the DGA Commercial Contract Administration Trust (“Trust”), the entity that employs the Commercial Qualifications Administrator (“CQA”) described in Article 6-300 of the Agreement, in the same manner as contributions to the CQA under Articles 6-303 (B) and 6-101 (B)(A) are remitted. During the term of the Agreement, the CQA may, subject to the availability of funds, re-allocate any portion of ~~make a one-time re-allocation of up to one-tenths of one percent (0.1%) of the Producer 0.5% total contribution between the Diversity Program under this Article 7-108(C) and the Contract Qualification Administration under Article 6-101(A) based upon the needs of the programs.~~ The Trust

will hold the amounts allocated for the Diversity Program in a segregated, interest bearing account for uses and the benefit of the Diversity Program.

C. *Add a new Article 7-108(1) as follows:*

The parties agree to the formation of a subcommittee regarding an Assistant Director training component under the auspices of the CDDP. The subcommittee will be comprised of three (3) Assistant Directors and three (3) Producer members of the AICP Equity & Inclusion Committee to review the issue for a program within the structure of the Diversity Program that will train and develop Assistant Directors with an emphasis on Assistant Directors from historically under-represented groups, with the first meeting to occur not later than [six months after the effective date of the NCA].

9. **Low Budget (P11)**

Effective thirty (30) days after written notification to the AICP of ratification by the Guild, modify AICP Sideletter Section 9 ("Low Budget Commercials") as follows:

(A) A Low Budget commercial is defined as a commercial whose total production costs (excluding "Editorial and Finishing", "Talent Costs & Talent Expenses" and any budgetary overage incurred after production has commenced for which the Employer does not receive payment) as set forth on the AICP Film Production Cost Summary (hereinafter "Production Costs") do not exceed \$150,000~~\$125,000~~ per shoot day and total production costs cannot exceed \$700,000~~\$625,000~~. The Guild will give good faith consideration to requests by the Producer for waivers, which shall not be unreasonably denied, from the preceding sentence where the total production costs exceed \$700,000~~\$625,000~~.

(B) Low Budget Commercials shall be divided into ~~four~~two different tiers based on daily Production Costs as follows:

Tier 1: Low Budget commercials whose Production Costs are less than \$80,000 ~~\$50,000~~ per shoot day.

~~Tier 2: Low Budget commercials whose Production Costs are equal to or greater than \$50,000 but less than \$80,000 per shoot day.~~

~~Tier 3: Low Budget commercials whose Production Costs are equal to or greater than \$80,000 but less than \$150,000 per shoot day.~~ ~~\$80,000 but less than \$100,000 per shoot day.~~

~~Tier 4: Low Budget commercials whose Production Costs are equal to or greater than \$100,000 but less than \$125,000 per shoot day.~~

(C) Salary and Other Terms and Conditions of Employment

(i) Tier 1: The following provisions of the NCA, as modified below and by this AICP Sideletter, shall apply to Tier 1 Low Budget commercials whose Production Costs are less than \$80,000~~\$50,000~~ per shoot day:

- (a) Article 1 (Recognition and Guild Shop)
- (b) Article 2 (Disputes)
- (c) Article 3 (Pension and Health Plans), except that pension and health contributions (i) for Directors other than Principal Directors will be remitted on the Director's total gross compensation as defined in Article 3-104 or on the minimum rates of pay set forth in Article 4, whichever is greater; and (ii) for Unit Production Managers and Assistant Directors other than Principal and Staff Unit Production Managers and Assistant Directors will be remitted on actual salary. All other provisions of Article 3, as amended by this AICP Sideletter, shall apply in their entirety.
- (d) Article 4 (Minimum Salaries and Working Conditions of Directors): The Director's salary will be subject to negotiation between the Producer and Director, and the Producer will comply with Article 4-109 (Copy of Spot) and 4-110 (Work In Excess of 18 Hours). No other provisions of Article 4 will apply.
- (e) Article 5 (Staffing, Minimum Salaries and Working Conditions of Unit Production Managers, First Assistant Directors and Second Assistant Directors): The salary of Unit Production Managers, First Assistant Directors and Second Assistant Directors will be subject to negotiation between the Producer and individual Employee. Overtime will be paid in accordance with applicable federal and state law. The Producer will comply with Articles 5-102 (First Assistant Director Staffing), 5-201 (D) (Notification of Rate), 5-301 (Work Day), 5-304 (Work In Excess of 18 Hours), 5-305 (Rest Period) and 5-313 (E) (Federal and State Labor Law). No other provision of Article 5 will apply.
- (f) Article 6-300 (Commercial Qualification Lists), except the Producer may employ a Unit Production Manager, First Assistant Director or Second Assistant Directors in any category and in any geographic region provided the Employee is on one of the nine (9) separate qualification lists identified in Article 6-301 (A).
- (g) Article 7 (Miscellaneous Provisions).
- ~~(ii) Tier 2: All provisions of the NCA, as amended by this AICP Sideletter, shall apply to Tier 2 Low Budget commercials whose Production Costs are equal to or greater \$50,000 but less than \$80,000 per shoot day, except as modified below:~~
- ~~(a) Article 3 (Pension and Health Contributions) is modified to provide that pension and health contributions (i) for Directors other than Principal Directors will be remitted on the Director's total gross compensation as defined in Article 3-104 or on the minimum rates of pay set forth in Article 4, whichever is greater; and (ii) for Unit Production Managers and Assistant Directors other than Principal and Staff Unit Production Managers and Assistant Directors will be remitted on the minimum rates of pay set forth in Article 5 of the NCA. All other provisions of Article 3, as amended by this AICP Sideletter, shall apply in their entirety.~~

- (b) ~~Article 4 (Minimum Salaries and Working Conditions of Directors) is modified (i) to provide the Director's salary will be subject to negotiation between the Producer and Director and (ii) to eliminate the requirements of Article 4-106 (F) (Director's Travel Time). All other provisions of Article 4, as amended by this AICP Sideletter, shall apply in their entirety.~~
- (c) ~~Article 5 (Staffing, Minimum Salaries and Working Conditions of Unit Production Managers, First Assistant Directors and Second Assistant Directors) is modified (i) to provide salary of Unit Production Managers, First Assistant Directors and Second Assistant Directors will be subject to negotiation between the Producer and individual Employee; and (ii) to amend Article 5-310 (D) (Unit Production Manager and Assistant Director Travel Time) to provide that ADs and UPMs will travel in the same class as the Director. All other provisions of Article 5, as amended by this AICP Sideletter, shall apply in their entirety.~~
- (ii)(iii) ~~Tier 23: All provisions of the NCA, as amended by this AICP Sideletter, shall apply to Tier 23 Low Budget commercials whose Production Costs are equal to or greater \$80,000 but less than \$150,000~~ \$100,000 per shoot day, except as modified below:
 - (a) Article 3 (Pension and Health Contributions) is modified to provide that pension and health contributions (i) for Directors other than Principal Directors will be remitted on eighty (80%) percent of the presumed salary per shoot day as set forth in Paragraph 1 (B) of this AICP Sideletter; and (ii) for Unit Production Managers and Assistant Directors other than Principal and Staff Unit Production Managers and Assistant Directors will be remitted on the minimum rates of pay set forth in Article 5 of the NCA. All other provisions of Article 3, as amended by this AICP Sideletter, shall apply in their entirety.
 - (b) Article 4 (Minimum Salaries and Working Conditions of Directors) is modified (i) to provide the Director's salary will be subject to negotiation between the Producer and Director but shall not be less than eighty (80%) of the minimum rates set forth in Article 4-101 of the NCA and (ii) to eliminate the requirements of Article 4-106 (F) (Director's Travel Time). All other provisions of Article 4 except as amended by this AICP Sideletter, shall apply in their entirety.
 - (c) Article 5 (Staffing, Minimum Salaries and Working Conditions of Unit Production Managers, First Assistant Directors and Second Assistant Directors) is modified (i) to provide salary of Unit Production Managers, First Assistant Directors and Second Assistant Directors will be subject to negotiation between the Producer and individual Employee but shall not be less than eighty (80%) percent of the minimum rates set forth in Article 5-201 (A); and (ii) to amend Article 5-310 (D) (Travel Time) to provide that ADs and UPMs will travel in the same class as the Director. All other provisions of Article 5, as amended by this AICP Sideletter, shall apply in their entirety.
- iv. ~~Tier 4: All provisions of the NCA, as amended by this AICP Sideletter, shall apply to Tier 4 Low Budget commercials whose Production Costs are equal to or greater than \$100,000 but less than \$125,000 per shoot day, except as modified below:~~

- (a) ~~Article 3 (Pension and Health Contributions) is modified to provide that pension and health contributions for Unit Production Managers and Assistant Directors other than Principal and Staff Unit Production Managers and Assistant Directors will be remitted on the minimum rates of pay set forth in Article 5 of the NCA. All other provisions of Article 3, as amended by this AICP Sideletter, shall apply in their entirety.~~
- (b) ~~Article 4 (Minimum Salaries and Working Conditions of Directors) is modified (i) to provide the Director's salary will be subject to negotiation between the Producer and Director but shall not be less than ninety (90%) of the minimum rates set forth in Article 4-101 of the NCA and (ii) to eliminate the requirements of Article 4-106 (F) (Director's Travel Time). All other provisions of Article 4 except as amended by this AICP Sideletter, shall apply in their entirety.~~
- (e) ~~Article 5 (Staffing Minimum Salaries and Working Conditions of Unit Production Managers, First Assistant Directors and Second Assistant Directors) is modified (i) to provide salary of Unit Production Managers, First Assistant Directors and Second Assistant Directors will be subject to negotiation between the Producer and individual Employee but shall not be less than ninety (90%) percent of the minimum rates set forth in Article 5-201 (A); and (ii) to amend Article 5-310 (D) (Travel Time) to provide that ADs and UPMs will travel in the same class as the Director. All other provisions of Article 5, as amended by this AICP Sideletter, shall apply in their entirety.~~

~~(C)(D)~~ Producer must submit to the Guild, no later than thirty (30) days after the last shoot day, the AICP Film Production Cost Summary. Upon request, the Producer will submit verification of the final approved budget and approved overage document for such commercial. The Guild has the right to audit records relating to the cost of the commercial. Budgetary documents and information provided will be kept confidential.

10. **Ban on Live Ammunition (U15)**

Add a new Article 7-118 as follows:

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

- (a) When ammunition is essential to the subject matter of the work (e.g., specialty ballistics shot, certain armed forces commercials, firearms education and safety training production);
- (b) While filming at a state or federal facility where firearms are ordinarily present in the absence of production or while filming footage of trained military or police personnel firing weapons in a controlled military or police facility;
- (c) Security personnel employed to provide security for the commercial production who carry a firearm in compliance with applicable laws and, at all times in the scope and course of that employment, are in possession and control of the firearm;

(d) A peace officer (as defined under applicable laws) or a law enforcement officer who is authorized to carry a firearm in the course and scope of those duties, is in possession and control of the firearm; or

(e) Commercial enterprise locations where live ammunition is customarily found in the absence of production (e.g., a gun store or ammunition factory/warehouse), provided that the Employer notifies the Guild in advance.”

11. Commercial Industry Administrative Fund (P1)

Modify the second paragraph of Article 3-109 (“Commercial Industry Administrative Fund”) as follows:

“The CIAF shall be funded by Employer contributions in the amount equal to 0.35% of the compensation base upon which the Employer makes contributions to the DGA-Producer Pension & Health Plans for each such Employee. Effective thirty days after written notification to the AICP of ratification by the Guild, this amount will increase to .40% of the compensation base upon which the Employer makes contributions. Effective December 1, 2025, this amount will increase to .45% of the compensation base upon which the Employer makes contributions. Contributions to the CIAF shall be paid to the AICP (or its designated collecting fund) and held in a separate AICP (CIAF) account (or by its designated collecting fund for transmittal to AICP) and administered as determined by AICP in accordance with the purposes of the CIAF as set forth in this Section. The AICP on behalf of the CIAF, or AICP’s assigns or designee (not the Guild) shall be responsible for enforcement of delinquent contributions to the CIAF and such parties, or any of them, in their own name shall have all enforcement rights, remedies and procedural standing to maintain any action or proceeding, at law or equity, necessary to audit and/or recover delinquent contributions along with court cost, reasonable attorney’s fees, and pre-judgement interest.”

12. Director Deferral Program (P12)

Modify the first paragraph of AICP Sideletter Section 12, with conforming changes to Exhibit C, as follows:

“Notwithstanding the Guild Shop provisions set forth in Article 1-102 of the Agreement, Directors engaged to direct commercials may elect to defer becoming a member of the Directors Guild to not later than ten (10) shoot days or two (2) years from the Director’s first shoot day, whichever is earlier. During the deferral period, such Director will be paired with a DGA Director for purposes of orientation with the Guild. The DGA will identify Director members for such purposes, and the AICP member Producer will ensure the deferring Director’s good faith participation in this process. The ten (10) day, two (2) year period applies per Director regardless of the number of companies for which the Director works. The above provisions apply only to Directors who are not, and have not previously been, members of the Guild.”

13. PSAs (P15)

Effective thirty (30) days after written notification to the AICP of ratification by the Guild, replace Article 9-102 with the following language:

"On a PSA, as that term is commonly understood in the industry, DGA-represented employees shall be exempt from minimum salaries and shall be subject to pension and health contributions on the actual negotiated salaries. In addition, the DGA shall give consideration to a Producer's request to modify minimum salaries for political commercials depending upon their budget."


14. Administrative (U20, U21, P17, P18)

A. Update Commercial Project Listing Form (CPLF) (Exhibit B) to designate UPMs and remove DGA West and East Coast office facsimile numbers, as reflected in Attachment #2, and remainder of CPLF to conform to Exhibit "B" to the 2021 – 2023 National Commercial Agreement.

B. The parties have agreed to replace gender-specific pronouns, specifically replacing "he/him" and "she/her," with "they/them."

C. Convert Exhibit K to the NCA to an unpublished side letter.

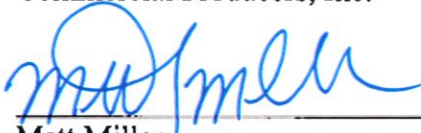
For the Directors Guild of America, Inc.


Neil J. Dudich
Associate National Executive Director/
Eastern Executive Director

Date

11/30/23

For the Association of Independent
Commercial Producers, Inc.


Matt Miller
President and CEO

Date

11/30/23

ATTACHMENT #1
2023 DGA NATIONAL COMMERCIAL AGREEMENT AUTHORIZATION LIST

1. 2M Productions, LLC
2. A Common Thread, Inc.
3. A Jumping Girl Productions, Inc.
4. Above + Beyond Films
5. Accomplice Media, Inc.
6. AE Commercials, LLC
7. Alldayeveryday Productions, LLC
8. AMD Films Inc.
9. Ampersand, Inc.
10. Anonymous Content, LLC
11. ArtClass, LLC
12. Arts and Sciences Department LLC (Arts and Sciences)
13. Assembly Films, Inc.
14. August Pask Partners L.L.C. (Avalon Films)
15. B-Reel Films, Inc.
16. Backyard Productions, LLC (Backyard)
17. Believe Media, Inc. (Believe Media)
18. Biscuit Filmworks, LLC
19. Biscuit Filmworks UK Limited
20. Blue Label Productions LLC
21. Bob Industries, LLC
22. Bobco Productions, LLC (Method Labs)
23. Brand New School, LLC
24. Bridge Street Films, LLC
25. Brim & Brew Creative, Inc.
26. Brother, LLC (brother)
27. Buckaroo Studios, Inc.
28. Bully Pictures, Inc.
29. Bunker New York, LLC
30. Canada Los Angeles, Inc.
31. Cannonball Productions, Inc. (Sean Hanish Creative)
32. Cap Gun Collective, LLC
33. Caviar LA, LLC
34. Central Films North Inc.
35. Chelsea Pictures, Inc.
36. Chicago Story Piccolo Gulinier, Inc. (Story)
37. Chromista, Incorporated
38. Circle Pictures, Inc. (Circle Productions)
39. Community Films, LLC
40. Company Films Inc. (Company)
41. Compulsive Pictures, Inc.

42. Division7, LLC (division7)
43. DOMO LLC (Domo, LLC)
44. Doomsday Entertainment Inc.
45. DUMMY FILMS, INC.
46. Durable Goods, Inc.
47. Eleanor, LLC
48. Emerald Pictures
49. Epoch Media Group, LLC (Epoch Films)
50. Fancy Content, Inc.
51. Farm League, LLC
52. Fela Wif LLC (Fela)
53. Fiona Media Co., LLC
54. Five by Five Media Inc.
55. Framestore Inc. (Framestore Pictures)
56. Free Market Films, LLC
57. French Butter, Ltd.
58. Fresh Face Inc. (A Fresh Face in Hell)
59. Friends and Family Films Inc. (Friends & Family)
60. Furlined, LLC
61. Garage Films Us, Inc. (Garage Films & Pictures, Inc.)
62. General Population, LLC (GenPop)
63. Gentleman Scholar Studios, LLC (Scholar)
64. Gifted Youth, LLC
65. Girl Culture Films LLC (Institute)
66. GLP Creative LLC
67. Govalle Media, LLC
68. Gravy Films, Inc.
69. Harvest Films, Inc. (Harvest)
70. HB Collective, LLC
71. Helm Content, Inc.
72. Hey Baby Films LLC
73. Hey Wonderful, Inc.
74. hi., Inc.
75. Hobby USA Inc.
76. Hobnob, LLC
77. Homestead Films, LLC
78. Honor Society Films LLC (Honor Society)
79. Hostage Inc. (Hostage Films)
80. Hound, LLC
81. Hungry Heart Media, Inc. (Pony Show Entertainment, Wondros)
82. Hungry Man, Inc.
83. Iconoclast Content, Inc. (ICONOCLAST)
84. Identity Media, Inc. (Identity)
85. Imperial Woodpecker, LLC

86. Independent Media (Independent Media Inc.)
87. Interrogate, Inc.
88. Invisible Collective LLC
89. Jojax LLC (JOJX)
90. JPD Films LLC (Trevor.TV)
91. June Again, Inc. (Looking Glass Films)
92. K Films, Inc.
93. Kaboom Productions (kaboom)
94. Knucklehead Films, Inc.
95. Lemonade Monkey Productions Inc.
96. Liam Films, Inc.
97. Little Minx, Inc.
98. Little Saint Media LLC
99. Logan Industry LLC
100. Logan Media, Inc.
101. London Alley Entertainment Inc.
102. Lord Danger LLC
103. Loveboat Inc.
104. Lovesong LLC
105. Lovett Productions, Inc. (Doublewide)
106. MacGuffin Films Ltd.
107. Madre Productions LLC
108. Magna Studios, Inc.
109. Magnetic Field LLC
110. Mega G Productions, Inc.
111. Michael Schrom and Company, LLC (Schrom)
112. Minted Content, Inc.
113. Mirada LLC
114. MK Films, Corp. (MK Films Corporation)
115. Morton Jankel Zander, Inc. (MJZ)
116. Motion Blur, Inc.
117. Moxie Pictures Inc.
118. Mutt Film LLC
119. Native Pictures LLC (Native Content)
120. Nice Films, Inc.
121. NomadFC LLC
122. O Positive, LLC
123. Olive Mill Productions, Inc. (99 Tigers, Sandwich Media)
124. One Eyed Wellington LLC
125. Open Flame Productions, Inc.
126. Pacific Rim Films, Inc.
127. Palmer Productions
128. Park Pictures, LLC
129. Partizan Entertainment, LLC

130. Peanut Gallery Group, Inc.
131. Picrow, Inc. (Pictures in a Row)
132. Piro, Inc.
133. Prettybird LLC (PRETTYBIRD)
134. Protean Image Group Commercial, LLC (P.I.G. Commercials)
135. Psyop Productions, LLC (PSYOP Productions)
136. Pulse Commercials LLC (Pulse Films USA)
137. Radiant Pictures, Inc.
138. RadicalMedia LLC
139. Rakish, LLC (RAKISH LLC)
140. Raucous Content, Inc.
141. Redacted Content Inc.
142. Republik Pictures LLC (Spears and Arrows)
143. Reset Content, LLC
144. Reverie Content, Inc.
145. Ringer Studios (Ringer)
146. Rocket Film, LLC
147. RSA Films, Inc.
148. Ruckus
149. Ruffian, LLC
150. RYB Media LLC (RYB)
151. Sanctuary Content, Inc. (Sanctuary)
152. Seeker Productions, Inc.
153. Serial Pictures LLC
154. Shoot Florida Inc. (Shoot Collective)
155. Sibling Rivalry Films LLC
156. Silo Films, Inc.
157. Skunk Partners, LLC (Skunk)
158. Slim Pictures Inc.
159. SMUGGLER LLC (SMUGGLER)
160. Society, Inc. (SOCIETY)
161. Somesuch, Inc.
162. Something Ideal, Inc. (m ss ng p eces)
163. Special Team Films, Inc. (Tinygiant)
164. State Line Films, Inc.
165. Station Film, Inc.
166. Stink Digital USA LLC (Stink Studios)
167. Stink LLC (Stink Films USA)
168. Storyform, Inc.
169. Stun Creative, LLC
170. Supply & Demand, Inc. (Supply & Demand)
171. Taste In Motion, Inc.
172. The Artists Company Inc.
173. The Bigger Picture, Inc.

174. The Colony Media, Inc.
175. The Corner Shop, Inc.
176. The Directors Bureau, LLC
177. The Reserve Creative Group, LLC
178. The Sweet Shop Films, LLC
179. The Workhouse Worldwide LLC (Superprime Films)
180. Thinking Machine Films (Thinking Machine)
181. Tool of North America, LLC (Tool)
182. trio films inc. (BSPLA)
183. Twitch Films Inc.
184. Unicorns and Unicorns LLC
185. Union Crew, LLC
186. Unit 9 Films Inc. (Unit9)
187. Untitled, Inc.
188. Washington Square Films, Inc.
189. WTP Pictures, Inc. (We The People Pictures)
190. Wild Gift LLC
191. Wild Hair Films, LLC
192. Yard Dog TV, Inc.

**ATTACHMENT #2
COMMERCIAL PROJECT LISTING FORM**

[see following page]



Exhibit
"B"
**DGA COMMERCIAL
PROJECT LISTING
FORM**

This signed form must be submitted *prior to the first day of shooting, via email*, to the DGA office nearest the location of the work being performed.

DGA West Coast Office Attn: Reports/Compliance 7920 Sunset Boulevard, Suite 500 Los Angeles, CA 90046 EMAIL: CPLF@dga.org PH: (310) 289-2000 FAX: (323) 436-1099	DGA East Coast Office Attn: Reports/Compliance 110 W. 57th Street New York, NY 10019 EMAIL: CPLF@dga.org PH: (212) 258-0800 FAX: (323) 436-1099
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Company Name: _____

Address: _____

City/State/Zipcode: _____

Contact Name & Phone: _____

DGA Category	Name (print legibly - first, middle & last)	Prep Dates	Shoot Dates
Director			
UPM			
1st AD			
2nd AD			
Other (Specify)			
Other (Specify)			
Other (Specify)			

Product Name: _____

Commercial Title: _____

City/State where work is to be performed: _____

Shooting Dates on Stage: _____ Shooting Dates On Location: _____

Principal Actors, per day (date/#): / / /

Extra Performers, per day (date/#): / / /

Is this a tabletop production?	(Check if applies)
Is this a spec spot?	
Is this a PSA?	
Is this a Low Budget production as defined in Article 8-100?	
If so, total budget (excluding "Editorial and Finishing" & "Talent Costs & Expenses")	\$
Is this a Low Budget non-traditional production as defined in Article 8-200?	

Name/Title (Please Print): _____

Signature: _____ Date: _____