

SUMMARY OF NEW PROVISIONS

2025 SAG-AFTRA

COMMERCIALS CONTRACT

1. EMPLOYMENT BY A PRODUCER

- a. Update language confirming the corporate status of both SAG-AFTRA and the JPC and the parties to the Commercials Contract.
- b. Definition of a Producer includes advertising agencies and advertisers as *bona fide* producers.

2. EFFECTIVE DATE AND TERM

- a. Three years commencing April 1, 2025.
- b. For services performed in commercials made between April 1, 2025, and the date of ratification, all retroactive payment must be made no later than 60 days following ratification by the Union.
- c. The new working conditions and all other non-economic provisions shall be effective not later than 30 days following ratification by the Union.

3. NON-PROFESSIONAL TESTIMONIAL

- a. Add Sideletter #8 - Non-Professional Testimonial to the body of the Contract.
- b. Non-Professional endorsers may appear in no more than two commercials.
- c. Language has been amended to state that the endorser's statements are consistent with the legal and regulatory requirements for a testimonial.
- d. A new field will be added to the declaration document titled "Description of Testimonial." This field will include a statement as to the content of the endorser's testimonial.

4. RESTRICTIONS OF USE OF COMMERCIALS; ADDITIONAL SERVICES

- a. Unauthorized Use on Social Media and YouTube:
 - i. If a commercial continues to appear on a social media site or YouTube after the MPU, is not tied to a current campaign, does not have paid exhibition, and is still tied to the original posing date, new use payments will not be triggered if the commercial is taken down upon request.
- b. Add that translation, interpreting, and consulting services with respect to disability must be bargained separately with the Performer.

5. PUBLIC SERVICE ANNOUNCEMENTS/GOVERNMENT AGENCY MESSAGES

- a. The Ad Council and the Partnership to End Addiction are required to forward to the Union copies of all notices regarding the expiration of the use period of a PSA.
- b. The language regarding "assignment of rights" has been updated to "PSA Claim Agreement."

6. NON-AIR DEMO RATES FOR SINGERS

Rates for off-camera solo/duo/group shall be consistent with the off-camera rate (50% of the standard off-camera rates).

7. RATES

- a. The following increases apply to new commercials produced each year and to commercials renewed during that same period.

- i. Effective April 1, 2025: Increase all wages and use fees by 5%.
 - ii. Effective April 1, 2026: Increase wages and use fees by 4%.
 - iii. Effective April 1, 2027: Increase wages and use fees by 3%.
 - iv. The above increases shall not apply to Class A per use and cycle cap rates, all Cable rates, Streaming Platforms and Traditional Digital with Paid YouTube.
- b. Allowances, adjustments and fees (ex: makeup, hairdress, flight insurance, wardrobe, wet, smoke) will be increased by the indicated rates above and will be indexed to any overall increases achieved in future negotiations.

8. MAXIMUM PERIOD OF USE (MPU)

- a. The maximum period of use is increased from 21 months starting from the first use or 13 weeks after the last production day, whichever is earlier, to 24 months starting 10 business days after the start of on-camera principal photography.
- b. Animated commercial MPU is also increased to 24 months starting with the earlier of the date of the first use of the commercial or 13 weeks following the first recording date for the off-camera recording. If off-camera recording is produced before completion of the animation, the 24 month MPU will commence with the first recording date for the off-camera recording.
- c. The bargaining parties will direct the payroll services to report the first day of on-camera photography on performer session checks.
- d. If a Performer's renegotiation proposal is inconsistent with the structure of the Contract, Producer may contact the Union. The Union will facilitate such renegotiation discussion. If Producer believes that the renegotiation may have been inconsistent with the structure, the JPC may bring the issue to the IUSC for discussion.

9. EDITING

Section 37 will become the new Editing section under the Commercials Contract (adjust numbering accordingly). The current editing provisions remain with the following modifications.

- a. Performers who record scripted alternate scenes and/or lines shall be compensated an additional session fee which may not be credited.
- b. Performers who render services to make paid edits shall be compensated a session fee for each such product change which may not be credited against use.
- c. Shorter/Longer Versions drafting was updated to include "Same" length.
- d. Clarify that Foreign Language Voiceover changes are permitted edits.
- e. Producer may submit a commercial to an advertiser's Advertising Library (or other management platform), and Performer will receive 4 additional session fees for unlimited shorter/longer/same length versions during the Maximum Period of Use on Traditional Digital only. Producer shall pay each principal performer 7 additional session fees for unlimited editing rights during the Maximum Period of Use beyond shorter/longer/same length versions for Traditional Digital only.
- f. New examples of editing provisions.
- g. Delete Example 5: Pizza Place which addresses payment of on-camera principal performers in Spanish and English Language spots.

10. PAYMENT

Add language that all session-related fees, allowances, etc. are due with the session payment no later than 15 business days after the work date.

11. TRANSLATION

- a. Payment for translation includes during virtual and self-tape auditions.
- b. Translation services must be agreed to separately and paid 50% of the session fee.

12. LIQUIDATED DAMAGES FOR LATE PAYMENT

- a. Producer shall be notified in writing if payment has not been made by the 25th business day after the due date.
- b. Liquidated damages continue to accrue without pause after the 25th business day.

13. PENSION & HEALTH PLANS

- a. Pension & Health contribution rate increased from 20.5% to 23.5%. JPC authorizers receive a waiver that expires March 31, 2028, and which reduces their contribution rate to 19.95%.
 - i. Mitigation Fund contribution rate increased from 0.20% to 0.25%.
- b. The breakdown of the 23.5% is as follows: 22.35% to P&H Plans (with the additional 2.95% dedicated entirely to the Health Plan), 0.65% to the Industry Advancement Cooperative Fund (IACF), 0.25% to the Mitigation Fund and 0.25% to the Administrative Maintenance Fund (AMF).
- c. The breakdown of the 19.95% is as follows: 18.8% to the P&H Plans (with the additional 0.65% dedicated entirely to the Health Plan), 0.65% to the Industry Advancement Cooperative Fund (IACF), 0.25% to the Mitigation Fund and 0.25% to the Administrative Maintenance Fund (AMF).
- d. Additional terms added to Exhibit I - Allocation Guidelines:
 - i. "Gross Compensation" does not include publicist fees, hair stylist fees, makeup artist fees and/or wardrobe stylist fees, or any payment to the agent that is specifically carved out in a multi-service agreement.
 - ii. A multi-service agreement where Traditional Digital use of a commercial is the only covered service, a 40%/60% split between covered and non-covered services shall be added to Exhibit I.
- e. The JPC and SAG-AFTRA agree to make a joint recommendation to the Trustees of the SAG-AFTRA Benefit Plans regarding the improved classification of certain compensation under the Commercials Contracts.

14. REQUIRED RECORDS AND REPORTS

- a. The Union will provide the JPC with any demand for inspection that the Union makes of JPC authorizer companies.
- b. The JPC will limit access to these demands to only legitimate business needs and will use best efforts to maintain confidentiality.

15. TRANSFER OF RIGHTS

- a. Language added to ensure that a company that is transferred a commercial that contains a performer's Digital Replica understands its obligations to comply with the Commercials Contract provisions addressing Digital Replicas and Generative A.I..
- b. Additionally, the company must disclose whether the content they will be creating with the Digital Replica is covered under a union agreement and must acknowledge that the SAG-AFTRA membership rules prohibit members from consenting to use of their Digital Replica in non-covered work.

16. ARBITRATION

- a. The Union will submit all claims in writing with the section of the contract alleged to have been violated clearly stated.
- b. The Union will provide the JPC a copy of any claim letter filed against a JPC authorizer company.
- c. The JPC will limit access to these demands to only legitimate business needs and will use best efforts to maintain confidentiality.
- d. When a claim is withdrawn, the Union will notify the Producer.

17. MONITORING INITIATIVE

SAG-AFTRA and JPC will request a grant from the IACF to develop an automated use monitoring service. The JPC will assist in providing materials and data necessary for the development of the system.

18. ENGAGEMENT

- a. Producer shall request in writing and Performer shall provide in writing any requests for accommodations for a disability. The JPC will cooperate with the Union in efforts to address any chronic violations of this requirement.
- b. Producer shall use commercially reasonable efforts to provide performers their entire employment contract no less than 24 hours ahead of their call time.
- c. Performers shall receive information on how and to whom they can report or ask questions regarding alleged discrimination, alleged harassment and the safety of minors. There shall be visible signage with this information.

19. REST PERIODS

Producer shall provide Performers break time and a location other than a bathroom for lactation pump needs.

20. MAKEUP, HAIRDRESS, WARDROBE

- a. Add that a principal performer receives an additional payment for the use of the performer's own hairpiece or styling their hair in a period style.
- b. Producer shall use commercially reasonable efforts to provide Performer contact information for the qualified hair stylist/makeup artist for consulting purposes either at the time of the fitting or 24 hours prior to the first work day, whichever is earlier.
- c. Performers who are nude or partially nude must be provided a cover-up when not in rehearsal or shooting a scene.

21. AUDITIONS

- a. Producer shall use commercially reasonable efforts to require casting companies to comply with the applicable laws addressing charging performers fees for accessing job listings or submitting for a role.
- b. If Performer is required to pay a fee to access or submit for a casting, the casting company must have an alternate free method available if contacted by Performer or Union.
- c. Contact information for the casting director must be included in the casting information relating to the casting call.
- d. Producer shall use commercially reasonable efforts not to give preferential treatment to any performer who has paid a fee to a casting service. Sorting submissions by alphabetical order or randomly meets this obligation.

22. TRAVEL — PER DIEM

- a. Performers are to receive per diem on their first work day, including travel.
- b. For work in foreign countries, performers may choose to receive their per diem in cash or a digital non-cash alternative (other than a check).

23. FACILITIES/DRESSING ROOMS

Producer shall provide a tent and ground covering with tables and chairs.

24. EMPLOYMENT OF MINORS

- a. Language for principal performers and extra performers shall be the same.

- b. Background Checks
 - i. Producer must conduct a background check on any teacher/tutor/welfare worker hired.
 - ii. Producer may require background checks for any person working in close proximity to a minor.
 - iii. The age of a minor is raised to performers 17 years of age or younger.
- c. Supervision
 - i. When school is in session, the on-set teacher has primary responsibility for the education and supervision of the minor.
- d. Education
 - i. If a school-age minor is not otherwise required to have a teacher, but a teacher is on set for another performer, the minor shall nevertheless be taught.
 - ii. No more than 10 minors per teacher, unless minors are not more than 2 grade levels apart.
 - iii. Minors who are primarily instructed in a language other than English will, when feasible, be taught in that language.
 - iv. Producer shall provide school facilities that are closely aligned with basic classroom requirements such as lighting, desks, heating. A moving vehicle is not to be used as a school facility.
 - v. No one may enter the school facility except the teacher and minor, unless specifically for production-related needs.
 - vi. The language now reflects the number of hours that minors must be taught based on their age.
 - vii. These provisions apply to legally emancipated minors if they have not yet satisfied their compulsory education requirements.

25. DANCER

Dancers receive 25% of their applicable session fee for each commercial in which they are required to lipsynch while dancing.

26. FACILITIES

- a. Add language that the Producer must comply with the Americans with Disabilities Act at no less than the current law as in force on the date of ratification.
- b. Add holding areas as examples of facilities.

27. DEAF AND HARD OF HEARING AND VISUALLY IMPAIRED PRINCIPAL PERFORMERS

- a. Change title of section to Deaf and Hard of Hearing and Blind or Low Vision Principal Performers.
- b. Add Low Vision to language and remove "Visually Impaired."
- c. Producer will provide the script in advance of the audition and work in an accessible format upon request.

28. INTIMACY COORDINATOR

- a. When Performers are required to be in scenes involving nudity, partial nudity, simulated sex acts, and/or passionate kissing, Producer will use commercially reasonable efforts to provide an Intimacy Coordinator.
- b. Producer will consider in good faith any other requests for an Intimacy Coordinator.

29. PREFERENCE OF EMPLOYMENT AND EXTRA ZONE

Add Austin, Texas and 100 miles from the city center as a new zone for both preference and as an extra zone.

30. CROWD WORK

Performances generated by digital replicas do not count toward the 45 covered extra performers.

31. HIRING OF EXTRA PERFORMERS

- a. Casting Services
 - i. Producer shall use commercially reasonable efforts to require casting companies to comply with the applicable laws addressing charging performers fees for accessing job listings or submitting for a role.
 - ii. If Performer is required to pay a fee to access or submit for a casting, the casting company must have an alternate free method available if contacted by Performer or Union.
 - iii. Contact information for the casting director must be included in the casting information relating to the casting call.
 - iv. Producer shall use commercially reasonable efforts not to give preferential treatment to any performer who has paid a fee to a casting service. Sorting submissions by alphabetical order or randomly meets this obligation.
- b. Producer shall request in writing and Performer shall provide in writing any requests for accommodations for a disability. The JPC will cooperate with the Union in efforts to address any chronic violations of this requirement.
- c. Producer shall use commercially reasonable efforts to provide performers their entire employment contract no less than 24 hours ahead of their call time.
- d. Stand-in performers may not be requested to work nude or partially nude.
- e. Performers shall receive information on how and to whom they can report or ask questions regarding alleged discrimination, alleged harassment and the safety of minors. This information as well as instructions for reporting violations shall be on call sheets, background vouchers, and signage.

32. ADDITIONAL SERVICES

Add that translation, interpreting and consulting services (e.g., with respect to disability services) must be bargained separately with the Performer.

33. MINIMUM WAGE SCALES FOR EXTRA PERFORMERS

Remove the "Initial 13-week use" rate and the "Extended beyond 13-week rate".

34. REST PERIODS

Producer shall provide Performers break time and a location other than a bathroom for lactation pump needs.

35. WARDROBE

Update "Period Wardrobe" to mean clothing that is 40 or more years old.

36. BODY MAKE-UP; SKULL CAP; HAIR GOODS

Producer shall use commercially reasonable efforts to provide Performer contact information for the qualified hair stylist/makeup artist for consulting purposes either at the time of the fitting or 24 hours prior to the first work day, whichever is earlier.

37. DRESSING ROOMS, SANITARY PROVISIONS, TELEPHONE ACCESS

Producer shall provide a tent and ground covering with tables and chairs.

38. MINORS (See Provisions under the Principal section above.)

39. INTIMACY COORDINATOR (See Provisions under the Principal Section)

40. APPENDIX A — STRUCTURE:

- a. Use cycles may be increased from a shorter use cycle to a longer use cycle by paying the difference between the lower rate and the higher rate.
 - i. Payment for the increased use cycle must be dated and mailed prior to the last day of the shorter cycle.
- b. Class A Program Use: Class A use and the Class A cap will remain at the 2022 rates.
- c. Wild Spot: Chicago added as a major market.
- d. Cable:
 - i. Cable payments will remain at the 2022 rates.
 - ii. A cycle on one single cable network (except ESPN, TNT, TBS, USA, Fox News, Bravo, Food Network, HGTV, Hallmark Channel, TLC, NFL Network, Fox Sports 1, CNN, Discovery and E!) may be purchased for the following rates:

	<u>On-Camera</u>	<u>Voice Over</u>
4-week	\$801.12	\$684.00
13-week	\$2,189.74	\$1,642.31
1-year	\$7,210.12	\$5,407.59

- iii. Local Cable: Establish additional Local Cable subscriber tiers:
 - (1) 1,000,001 - 2,000,000 subscribers paid 2 times the scale Local Cable rate for 1 - 1,000,001 subscribers.
 - (2) 2,000,001 - 3,00,000 subscribers paid at 3 times the scale Local Cable rate for 1 - 1,000,001 subscribers.
- e. ION: SAG-AFTRA and the JPC shall engage in a joint study of Diginet/ION/Fast channels will be conducted during the term of the Contract.
- f. Digital:
 - i. Streaming Platforms: Streaming rates receive an outsized increase, which shall establish new term rates for Streaming as follows:

	<u>OCP</u>	<u>VO</u>
4-week	\$1,300.00	\$975.00
13-week	\$3,400.00	\$2,550.00
52-week	\$10,000.00	\$7,500.00

- ii. Traditional Digital:
 - (1) Establish two payment tiers for Traditional Digital.
 - (a) Traditional Digital (includes social media, websites, and unpaid YouTube.com).
 - (b) Traditional Digital with paid YouTube.
 - (2) Traditional Digital with paid YouTube will have an upfront increase of 12% over Traditional Digital rate. In the third year, the differential will increase to 12.35%.
 - (3) The third-year overall rate increase will not be applied to Traditional Digital.
 - (4) Holding fees may not be credited against Traditional Digital and/or Traditional Digital with paid YouTube unless and until linear and/or streaming use is purchased.
- iii. Low Budget Digital Waiver
 - (1) The terms of the Waiver remain as per 2024
 - (2) The Waiver is added to the Commercials Contract book with a sunset date of March 31, 2028

41. SELF-TAPED AND LIVE REMOTE (E.G., ZOOM) AUDITIONS

- a. Angle Changes
 - i. Producer may not request a still or video of the performer's full body in landscape.
- b. Dancer Self-tapes
 - i. The Producer shall supply:
 - (1) Any music or sound required
 - (2) Specific choreography which:
 - (a) may not exceed four eight-beat counts;
 - (b) must be capable of being performed in an indoor space no larger than 8 feet x 8 feet x 8 feet; and
 - (c) must be a solo performance (i.e., no two-person or multi-person dances).

42. ARTIFICIAL INTELLIGENCE (Applies to Principal and Extra Performers)

- a. Digital Replication and Alteration
 - i. "Digital Replica" is defined as a computer program made in whole or in part using the voice, image and/or performance of a performer that can independently generate new performances. The below Digital Replica provisions:
 - (1) Do not limit Producer's ability to continue existing digital editing practices, including with subsequent iterations of historically used digital technologies.
 - (2) Apply prospectively to existing individual contracts not previously approved by the Union as to creation and use of Digital Replicas but not as to economic terms.
 - (3) Apply to the use of a Digital Replica in covered commercials regardless of whether the Digital Replica was created by Producer or using Commercials Contracts covered services.
 - ii. Notice and Consent
 - (1) Timing:
 - (a) Producer must obtain consent to create a Digital Replica using commercially reasonable efforts to do so at least 48 hours in advance, unless the performer is engaged less than 48 hours in advance, in which case Producer must use commercially reasonable efforts to obtain consent not less than 24 hours in advance.
 - (b) The advance notice period is measured against when services are required if Producer is using covered services to create the Digital Replica; otherwise, it is measured against when the Digital Replica is used or created.
 - (c) If Producer requires covered services to create the Digital Replica and first seeks consent at the time of services, performer may refuse consent in good faith, in which case Producer may terminate and performer shall be paid for the day at the higher of scale or their negotiated rate.
 - (d) When known, Producer shall indicate in any casting notice that a Digital Replica will be created.
 - (2) Scope – Producer may obtain consent for the use of a Digital Replica in commercials for which performer has not yet been engaged provided that:
 - (a) The Digital Replica performance(s) are consented to in the reasonably specific description.
 - (b) The commercials are for the same advertiser and product line.
 - (c) Production commences on the commercial within the Maximum Period of Use ("MPU") of the original commercial for which the performer was engaged.
 - (d) Such commercials shall be subject to the same MPU as the original commercial for which performer was engaged, unless the performer was engaged under a multi-service agreement under Section 47.E, in which case they shall have their

own, full MPU. In no event, however, shall the MPU of such commercials be less than six months.

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

(3) Requirements for Valid Consent

- (a) Producer must provide Performer with a reasonably specific description of intended use of their Digital Replica. Otherwise, consent shall be limited to uses consistent with historical editing practices.
 - (i) Should Producer wish to use the Digital Replica in a manner that goes beyond the reasonably specific description, Producer must obtain consent to a new reasonably specific description disclosing such use.
 - (ii) Use of a Digital Replica to generate performances other than in commercials shall be governed by Section 17.
- (b) Consent must be clear and conspicuous and obtained either through the collectively-bargained Digital Replica Rider or in a separate, signed writing.

- (4) Circumstances Requiring Additional Consent** – Unless performer explicitly consents as part of a reasonably specific description, Producer may not use a Digital Replica to modify or create performance that renders a performer nude or partially nude or that could be offensive to a reasonable person.

- (5) Deceased Performers** – Unless otherwise agreed, Performer consent shall continue to be valid after death. Consent for digital replication of a deceased performer must be obtained from the performer's authorized representative (e.g., their estate) or the Union if that representative cannot be identified or located.

- (6) Suspension of Consent** - Any consent to use of a Digital Replica to create new performances shall be deemed suspended for the duration of any strike.

- (7) Copy of Commercial** – Upon request, Producer must provide performer a copy of any commercial that contains a performance generated using their Digital Replica.

iii. Payment and Terms

(1) Payment

- (a) Time spent by Performer at Producer's instruction to create a Digital Replica shall be treated as work time.
- (b) Producer shall pay Performer no less than 1.5 session fees for each commercial that contains a performance generated by their Digital Replica unless Performer's session compensation has already compensated them for the performance replaced by the Digital Replica (e.g., the performer has an overscale guarantee negotiated to include the value of such services or the performance could have been rendered by performer during a session for which they were already paid.)
- (c) Producer shall pay use and holding fees to Performer for all commercials that contain a performance by their Digital Replica.
- (d) If Producer uses a Digital Replica to generate a performance that would render a Performer engaged as an Extra Performer eligible for an upgrade, Producer shall pay the additional session compensation necessary to meet the minimums applicable to that Principal Performer category.
- (e) Payments made in connection with generating performances with Digital Replicas are "gross compensation," for all purposes, including benefit fund contributions.

(2) Applicable Terms:

- (a) The Commercials Contracts terms that, by their nature, apply to Digital Replica and in-person performance shall apply to Digital Replica performance. Other terms that apply to an in-person performance but that do not by their nature

apply to a Digital Replica performance (such as working conditions, rest periods, travel provisions, etc.) shall not apply to a Digital Replica.

(b) If a Digital Replica is used to generate a performance that would be subject to a downgrade or an outgrade, performer shall only be due the payment required under Section 27.

(c) A Digital Replica of a performer engaged as an Extra may not be used to circumvent the requirement for crowd work under Schedule D, Section II, 2, Crowd Work, to avoid engagement of that performer, to avoid the payment of overtime compensation.

iv. Disposition of Digital Replica

(1) Producer shall at all times limit access to a Digital Replica to those with a legitimate business need and use commercially reasonable efforts to protect the security of the Digital Replica.

(2) Producer may retain a Digital Replica until the expiration of the MPU of the last commercial that contains a performance generated with that Digital Replica. Producer may thereafter negotiate with Performer for additional retention periods of not more than 24 months.

(3) Producer may transfer rights to a Digital Replica provided such transfer is noted on the Transfer of Rights form required by Section 56, which shall be modified to require the transferee to comply with the Digital Replication and Generative Artificial Intelligence Provisions and to require disclosure to Performer of whether a project for which Transferee wishes to generate a performance using that Digital Replica is covered by a Union contract.

(4) Producer shall permanently and irrevocably delete all copies of a Digital Replica and certify in writing that such deletion has occurred within 90 days of the expiration of Producer's consent to retain the Digital Replica.

b. Generative Artificial Intelligence

i. Definitions

(1) Generative Artificial Intelligence ("GAI") is defined as a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2, Sora, Veo, Eleven Labs), but does not include "traditional AI" technologies programmed to perform specific functions (e.g., CGI and VFX) such as those used during all phases of commercial production.

(2) Synthetic Performer is defined as a digitally-created asset that is:

(a) Intended to and does create the clear impression that the asset is a human performer that Producer knows or should know is not recognizable as an identifiable human performer.

(b) Not voiced by a human performer.

(c) Not a Digital Replica.

(3) The parties acknowledge that the term "Performer" as used in the Commercials Contracts – including "Principal Performer" and "Extra Performer" – refers and has always referred only to humans.

ii. Payment

(1) Producer shall not use a Synthetic Performer primarily or materially for reasons of economy or economic advantage in the engagement of performers.

(2) In the event Producer violates the foregoing, Producer shall pay the economic equivalent of what a human performer would have been paid to perform in the Synthetic Performer role (including session, holding and use fees) as a contribution to the applicable benefit plans.

(3) If Producer uses a Synthetic Performer in a commercial that does contain the covered

on-camera performance of at least one human performer, Producer shall within 30 days pay 1.5 session fees and the applicable benefit fund contributions due on 1.5 session fees and, where applicable, scale use and holding fees, as a contribution to the applicable benefit funds.

- (4) If Producer uses a Synthetic Performer in a commercial that does not contain the covered on-camera performance of at least one performer, then Producer (with the involvement of the JPC if Producer is a JPC authorizer) shall bargain in good faith over the amount of the contribution payable to the applicable benefit funds.
- iii. Consent for Prompting — If Producer wishes to create a Synthetic Performer by prompting a GAI system with the name, photograph, image or recording of an identified performer, the Producer shall obtain that Performer's consent and pay not less than the minimum session fee then in effect under the applicable Commercials Contract.
- iv. Training Data — Producer may not use or authorize any other party to use the results and proceeds of services rendered under the Commercials Contracts to train a GAI system without consent of the Union. This shall not limit the ability of Producers to transfer rights to commercials consistent with Section 56 of the Commercials Contract.
- v. Meetings — The Industry Union Standing Committee shall meet during the term of the Contract to discuss and review information related to use and intended use of GAI in commercial production.

SUMMARY OF NEW PROVISIONS

2025 SAG-AFTRA AUDIO

COMMERCIALS CONTRACT

1. DELIVERY OF CHECKS

Amend language to establish all payments to Performers should be sent directly to them or their agent as per their employment contract.

2. RATES

The following increases apply to new commercials produced in a year and to renewed commercials.

- a. Effective April 1, 2025: Increase all wages and use fees by 5%.
- b. Effective April 1, 2026: Increase wages and use fees by 4%.
- c. Effective April 1, 2027: Increase wages and use fees by 3%.

3. INTERNET AND NEW MEDIA

- a. Remove made-for and move-over Internet/New Media
- b. Use cycles may be increased from a shorter use cycle to a longer use cycle by paying the difference between the lower rate and the higher rate.
 - i. Payment for the increased use cycle must be dated and mailed prior to the last day of the shorter cycle.
- c. Create two new use types:
 - i. Traditional Digital
 - (1) Covering social media and websites.
 - (2) The rate is a 3% increase over the current made-for Internet/New Media rate plus the overall increases.
 - ii. Traditional Digital Plus
 - (1) Covering streaming audio (e.g., YouTube Music, Spotify, Pandora) in addition to Traditional Digital
 - (2) The rate is a 10% increase over the current move-over Internet/New Media plus the overall increases.
 - iii. Session fees may not be credited to either Traditional Digital or Traditional Digital Plus
- d. Increase the Audio Flex Digital rate to match the Traditional Digital Plus rate.
- e. Emerging Platforms
 - i. New category covering new uses not already addressed
 - ii. Session is per main contract
 - iii. Use is negotiable

4. EDITING

- a. Commercials may be rerecorded to make minor changes regarding product availability.
- b. Factual Information: Commercials may be rerecorded to indicate different and specific factual information.
- c. Special Offers and Promotions:
 - i. There may be more than one reference to the special offer or promotion.
 - ii. The commercial is not restricted to only be produced and media bought by the advertiser.
 - iii. There is no longer a limitation on how long a particular promotion may run.

5. AUDITIONS

- a. Producer shall use commercially reasonable efforts to require casting companies to comply with the applicable laws addressing charging performers fees for accessing job listings or submitting for a role.
- b. If Performer is required to pay a fee to access breakdowns or to upload self-tapes, resume, etc., the casting company shall have an alternate free method available if contacted by Performer or Union.
- c. Contact information for the casting director shall be included in the casting notice, breakdown or other information relating to the casting call.
- d. Producer shall use commercially reasonable efforts to not give preferential treatment to any performer who has paid a fee to access the breakdown and/or submit for the role. Sorting submissions by alphabetical order or randomly meets this obligation.

6. ENGAGEMENT

- a. Producer shall request in writing and Performer shall provide in writing any requests for accommodations for a disability.
- b. The JPC will cooperate with the Union in efforts to address any chronic violations of this requirement.

7. MAXIMUM PERIOD OF USE

The Maximum Period of use shall be increased to 24 months commencing 10 business days after the first date of employment of the actor, announcer or singer.

8. EFFECTIVE DATE AND TERM

- a. Three years commencing April 1, 2025.
- b. For services performed in commercials made between April 1, 2025, and the date of ratification, all retroactive payments must be made not later than 60 days following ratification by the Union.
- c. The new working conditions and all other non-economic provisions shall be effective not later than 30 days following ratification by the Union.

9. ADDITIONAL SERVICES

Add that translation, interpreting and consulting services (e.g., with respect to disabilities) must be bargained separately with the Performer.

10. TRANSFER OF RIGHTS

- a. Language added to ensure that a company that is transferred a commercial that contains a performer's Digital Replica understands its obligations to to comply with the Commercials Contract provisions addressing Digital Replicas and Generative A.I..
- b. Additionally, the company must disclose whether the content they will be creating with the Digital Replica is covered under a union agreement and must acknowledge that the SAG-AFTRA membership rules prohibit members from consenting to use of their Digital Replica in non-covered work.

11. ARBITRATION

- a. The Union will submit all claims in writing with the section of the contract alleged to have been violated clearly stated.
- b. The Union will provide the JPC a copy of any claim letter filed against a JPC authorizer company.
- c. The JPC will limit access to these demands to only legitimate business needs and will use best efforts to maintain confidentiality.
- d. When a claim is withdrawn, the Union will notify the Producer.

12. SAG-AFTRA HEALTH FUND AND AFTRA RETIREMENT FUND

- a. Pension & Health contribution rate increased from 20.5% to 23.5%. JPC authorizers receive a waiver that expires March 31, 2028, reducing the contribution rate to 19.95%.
- b. The breakdown of the 23.5% is as follows: 22.35% to the Health Plan and Retirement Fund (with the additional 3.2% dedicated entirely to the Health Plan), 0.75% to the Industry Advancement Cooperative Fund (IACF), and 0.25% to the Administrative Maintenance Fund (AMF).
- c. The breakdown of the 19.95% is as follows: 18.95% to the to the Health Plan and Retirement Fund (with the additional 0.9% dedicated entirely to the Health Plan), 0.75% to the Industry Advancement Cooperative Fund (IACF),and 0.25% to the Administrative Maintenance Fund (AMF).
- d. The JPC and SAG-AFTRA shall recommend to the Trustees of the SAG-AFTRA Health Plan that commercial use payments and holding fee payments be treated as sessional earnings.

13. PUBLIC SERVICE ANNOUNCEMENTS

The Ad Council and the Partnership to End Addiction are required to forward to the Union copies of all notices regarding the expiration of the use period of a PSA.

14. EMPLOYMENT OF MINORS (See Language under 2025 Commercials Contract Summary)

15. ALTERNATE COMPENSATION STRUCTURE

- a. Change name of the Alternate Compensation Structure (ACS) to the Audio Flex and add as an Exhibit to the Contract book.
- b. The terms and conditions of the Audio Commercials Contract apply to the Audio Flex except as specifically identified.

16. DYNAMIC AUDIO AND DYNAMIC AI AUDIO WAIVER

- a. Both waivers will be included in the Contract as sideletters.
- b. Each sunsets on March 31, 2028.

17. ARTIFICIAL INTELLIGENCE (See Language in 2025 Commercials Contract Summary)