

PRODUCERS' HEALTH BENEFITS PLAN

Participation Agreement

Participation Agreement by and between the undersigned contributing employer (“Contributing Employer”) and **The Producers’ Health Benefits Plan** (“PHBP” or the “Plan”) effective as set forth herein. In consideration of the mutual promises herein contained, the Contributing Employer and the Plan agree as follows:

1. Contributing Employers, Trust Agreement, Employees, Working Owners

a. “Contributing Employer” means a General Member Production Company in good standing of the Association of Independent Commercial Producers, Inc. (“AICP”) according to its Bylaws, who is eligible to maintain and sponsor this Plan through the Plan’s Board of Trustees as provided in the Trust Agreement and who is an “employer” as provided in Paragraph (b). The terms “General Member,” “Production Company,” “commercial production” and “member in good standing” shall have the same meaning as in AICP’s Bylaws. All of the foregoing AICP Members share by virtue of their active membership in AICP governance and programs, and in addition to participation in this Plan, substantial, common business interests and purposes in advancing, promoting and benefitting the integrated advertising live action and post production and digital commercial production industry in the United States.

b. (ii) Employer. The Contributing Employer warrants and represents that it is an “employer” within the meaning of Section 3(5) of the Employee Retirement Income Security Act of 1974, as amended, (herein “ERISA”) of “employees” within the meaning of Section 3(6) of ERISA who are employed by the Contributing Employer in employment as described in Subparagraph 7(a), and (b) staff employees, where staff coverage is elected by a Production Company Contributing Employer. Participation in the Plan and its Plan of Benefits is conditional upon the Contributing Employer completing all applicable waiting periods under the Plan’s rules.

c. Trust Agreement and Bona Fide Employer Association. Contributing Employer has been offered the opportunity to review, via posting on the Plan’s website, a copy of the Agreement and Declaration of Trust (the “Trust Agreement”) establishing the Producers’ Health Benefit Plan (“the Plan”) and a copy of the Statement of Policy and Procedures for Collection of Contributions Payable by Employers (herein “Collection Procedures”), as amended. The Contributing Employer, as a member of the bona fide employer association that establishes and maintains the Plan and Plan of Benefits through the sponsorship of the Board of Trustees of the Plan, adopts and agrees to be bound by the Trust Agreement and the Plan’s Audit, Delinquency and Collection Procedures and all future amendments to such documents. The Contributing Employer ratifies the selection, designation and appointment of the Board of Trustees of the Plan and their successors. Amendments to the Trust Agreement or the Audit, Delinquency and Collection Procedures that increase the Contributing Employer’s obligations to the Plan will be posted on the Plan’s website and comments thereon may be submitted by Contributing Employers and, unless the Trustees decide to delay the effective date, the amendment(s) shall become effective on the thirtieth (30th) day after posting to the Plan’s website.

{01050243.DOCX.12}

Revised April 21, 2022

d. Independent Contractors and Misclassification By Contributing Employer. The Plan does not accept contributions on behalf of, and does not cover under the Plan of Benefits, persons who are deemed to be independent contractors under applicable law. Where contributions to the Plan are based on gross earnings for work in Covered Categories (See paragraph 7 (a)) such earnings must be reported on Form W-2 except as otherwise permitted under U.S. Department of Labor Regulations or other applicable law. Earnings by covered Staff Employees must likewise be reported on Form W-2, except as otherwise permitted in the case of Working Owners under U.S. Department of Labor Regulations or other applicable law. Where a Contributing Employer misclassifies, in the judgment of the Plan, an employee as an independent contractor (as evidenced by issuance of a Form 1099) or misclassifies a staff employee as freelance or vice versa, the Plan has the right to require the Contributing Employer to make all contributions for all work in employment covered by the Plan and may treat the person as if he/she had been properly classified by the Contributing Employer ab initio.

2. Payment of Contributions

Payment of contributions for employees of the Contributing Employer covered hereunder shall commence with the effective date of this Participation Agreement or other contribution effective date set forth herein and shall continue to be made as provided in paragraph 7 and as contained in any amendments, renewals or successor participation agreements.

3. Records, Audits and Reports

a. Fiduciary Audit Requirements. The Contributing Employer acknowledges that applicable Federal law requires the Plan's Trustees to maintain and enforce Contributing Employer audit and collection procedures to ensure collection of required contributions to the Plan.

b. Tolling. To the extent permitted by applicable law, the Contributing Employer agrees that all applicable limitations of time applicable to any collection or audit suit by the Plan with respect to any contributions or other monies due under this or any prior participation agreement shall not be deemed to have commenced until the date of the letter to the Contributing Employer announcing the audit by the Plan's auditors. Such period(s) shall resume as of the date the Plan notifies the Contributing Employer in writing that the Plan does not intend to take further action with respect to the specific audit that has been initiated.

c. Employee Data In order for the Plan to properly determine eligibility and benefits for employees working in employment covered by the Plan and to otherwise implement and administer the Plan of Benefits, the Contributing Employer shall regularly and from time to time as the Plan directs, collect and promptly transmit, in such form as the Plan designates subject to privacy protection requirements under applicable law, to the Plan, its Administrator, its designated insurance Carrier or other designated professional, historic and continuing employment data and other employee specific data (collectively, "Employee Data"). By way of example and not limitation, Employee Data includes wages, days/hours worked, full social security account number, name, address, marital status, insurance status, dependents and other employee specific information

{01050243.DOCX.12}

requested by the Plan, to the fullest extent permitted by applicable law and subject to all privacy protocols where required by applicable law. The Contributing Employer shall use reasonable efforts to obtain any legally required written employee authorization in order for it or its payroll service to comply with the preceding obligation and shall distribute to its employees or direct its payroll service to distribute enrollment forms and other Plan communications as provided to the Contributing Employer or its payroll service from time to time by the Plan, its Carrier(s) or their representatives.

4. Contributions and Enforcement

a. Interest. Should the Contributing Employer fail to make timely contributions to the Plan, interest shall be assessed to delinquent Contributing Employer, and shall accrue at the rate specified in Section 6 of the Plan's Collection Procedures (i.e. 1% per month). In addition to interest and to all other remedies which the Trustees may have at law and in equity, the Trustees shall have the right to take whatever steps are necessary to secure compliance with the provisions of this Participation Agreement.

b. Actions. The Contributing Employer agrees that the Trustees shall have standing to bring any action, suit or proceeding in either a Federal or State Court to enforce the terms of this Participation Agreement. The Contributing Employer agrees that, in any action by the Trustees hereunder, service of process on the Contributing Employer by registered or certified mail shall be deemed to constitute personal service on the Contributing Employer within the jurisdiction of the Federal and State Courts in the State of California, City and County of Los Angeles; and that the County of Los Angeles, which is the situs of the principal office of the Plan, shall constitute proper venue for such action. Alternatively, where the Contributing Member has an office in the State and County of New York, the Plan may elect to place venue in the Federal or State Courts in New York, County of New York, and the Contributing Employer consents to the personal jurisdiction of such courts and to the manner of personal service as stated herein.

c. Judgment, Interest and Liquidated Damages. The Contributing Employer further consents that in any action, suit or proceeding against it hereunder in which Contributing Employer is found to be delinquent, judgment may be entered against it for the full amount of any and all unpaid contributions owed by the Contributing Employer together with (a) interest at 1% per month on each contribution making up such total from the due date of each such contribution; (b) all expenses reasonably incurred by the Trustees in securing such judgment including, without limitation, court costs, reasonable outside legal and audit fees and disbursements; and (c) an amount equal to the greater of (i) interest as specified in(a) or (ii) liquidated damages of twenty percent (20%) of the amount of unpaid contributions.

d. Reports. The Contributing Employer shall make such reports, and provide such documents, ledgers, statements, and information to the Plan with respect to the work performed, jobs, the amount and calculation of any contributions remitted or required to be remitted to the Plan as the Trustees may deem reasonably necessary or desirable.

e. Audits. The Trustees may at reasonable times and during normal business hours of

{01050243.DOCX.12}

the Contributing Employer, audit or cause the audit or inspection and copying of the books and records of the Contributing Employer which the Plan's auditors reasonably determine to be pertinent or desirable in connection with the contributions, remittance reports and the Contributing Employers obligations under this Participation Agreement and in order to accomplish the purposes of the Plan. If outside legal fees are expended to compel such an audit or inspection or to collect amounts outstanding from a Contributing Employer, the Contributing Employer involved shall pay all reasonable attorneys' fees, all reasonable costs of the audit or inspection subsequently conducted, interest penalties or liquidated damages, and court costs incurred by the Plan in connection with any litigation necessary in this regard. In a case in which the Contributing Employer has complied with the audit, cooperated with the auditors and where no delinquency, underpayment or erroneous reporting has occurred the costs of the audit or inspection shall be borne by the Plan. If delinquent contributions for productions selected for testing by the auditors exceed 10% of the aggregate of the contributions paid and received by the Plan for the selected projects, audit fees incurred by the Plan will be charged to the Contributing Employer. Notwithstanding the preceding sentence, the Trustees shall have, to the extent permitted under ERISA, the power to waive or reduce such audit or inspection costs and legal fees in a particular case upon good cause shown, such as, but not limited to, a case in which the delinquency is de minimis in amount.

f. Projected Contributions. Should the Contributing Employer fail to submit required Remittance Reports when due, or fail to make its payroll records or other records available after demand, the Trustees may, in addition to all other remedies which may be available to them at law, in equity or by statute, compute the sum due for any work period in the following manner: the largest gross earnings or the largest number of work units (or portions of work units) reported by the Contributing Employer for any work period during the preceding twelve (12) months for which reports were submitted shall be increased by 10%, rounded up to the next higher whole number, and then multiplied by the current contribution rate. The resulting figure shall be deemed the amount of contributions due for the work period in question, be binding on the Contributing Employer and be payable by it together with such additional amounts as are provided for in this section.

g. Indemnification. The Contributing Employer shall indemnify, defend and hold the Plan, its Trustees, the Trust and the agents and employees of all of them harmless from any claim, damage, liability or expense arising out of or relating to Contributing Employer's breach of any obligation it has under this Participation Agreement or under applicable law. The foregoing is not intended to relieve the Trustees of any duty which they may have under Title I of ERISA.

5. Plan of Insured Benefits, Compliance Testing and IRS Section 125 Plan

a. Fully Insured Benefits. The Plan of Benefits, eligibility and all other rules and regulations of the Plan including the terms and conditions of the Contributing Employer participation shall be determined, and amended from time to time, by the Trustees and currently consists of health, medical, dental, vision, short/long term disability and life insurance coverage on a fully insured basis through reputable insurance carrier(s) licensed to do business in the state(s) in which the insured participant resides. Unless contributions as required herein are paid to and received by the Plan, it shall have the absolute right to decline to permit participation by the

{01050243.DOCX.12}

Contributing Employer and deny, limit or revoke (to the extent permitted under applicable law) any coverage for benefits under its policies with carriers and decline to credit any employment for eligibility or other purposes. The Trustees shall have the right, among others, and without limitation to alter, amend, revise, terminate, merge, modify, eliminate, discontinue, condition, administer, curtail, manage and direct the Trust and/or Plan of Benefits and any type or level or coverage or eligibility. As provided in the Trust Agreement any and all benefits provided by the Plan of Benefits shall be on a fully insured basis only: the Plan of Benefits does not provide any benefits on a self-funded or self-insured basis.

b. Compliance Testing. The Contributing Employer shall perform all required periodic discrimination testing with respect to benefits provided to covered staff employees and to promptly remedy any conditions required to be remedied as a result of any test failure. The Contributing Employer shall determine if and to what extent such testing is required and shall promptly report to the Plan any test results that indicate non-compliance and proof of prompt remediation.

c. IRC Section 125 Plan. Where the Plan of Benefits, or any component or program thereof, covering the staff employees of the Contributing Employer offers staff employees the ability to obtain coverage by making pre-tax payments or contributions, the Contributing Employer may adopt and maintain a qualified Internal Revenue Code Section 125 plan to enable such payments to be made.

6. Term of Participation Agreement, Termination and Amendments

a. Term. Unless sooner terminated by the Plan or by the Contributing Employer as provided in this Participation Agreement and except with respect to Staff Coverage under Paragraph 7(b) which must be renewed annually, this Participation Agreement shall remain in force until terminated by either party as herein provided. This Participation Agreement succeeds any prior Participation Agreement between the Plan and the Contributing Employer on and after the effective date of this Agreement but all claims in favor of the Plan under any prior participation agreement are preserved.

b. Amendments. The Plan may amend any of the terms of this Participation Agreement at any time as follows: The Plan shall give Contributing Employers thirty (30) days' notice of any proposed amendment including but not limited to a successor or replacement participation agreement to this Participation Agreement, renewal terms, rates for staff coverage and Staff Coverage Form terms, percentage contributions for freelance covered categories, additional covered categories and amendments to any language or other terms of this Agreement (collectively herein "Proposed Amendment"). THE PLAN MAY AMEND AND/OR REPLACE THEN CURRENT PARTICIPATION AGREEMENT EFFECTIVE AS STATED IN THE PROPOSED AMENDMENT AND THE TERMS OF THE PROPOSED AMENDMENT SHALL BECOME LEGALLY BINDING UPON THE CONTRIBUTING EMPLOYER UNLESS THE PROPOSED AMENDMENT IS REJECTED IN WRITING BY THE CONTRIBUTING EMPLOYER AND THE REJECTION IS RECEIVED BY THE PLAN AT ITS OFFICES NOT LATER THAN THE END OF THE THIRTY (30) DAY PERIOD OR IF LESS THAN THIRTY DAYS' NOTICE OF

{01050243.DOCX.12}

Revised April 21, 2022

A PROPOSED AMENDMENT IS GIVEN BY THE PLAN THEN REJECTION SHALL BE EFFECTIVE IF RECEIVED WHEN SUCH THIRTY (30) DAY PERIOD WOULD HAVE EXPIRED. THE CONTRIBUTING EMPLOYER MAY WAIVE THIRTY (30) DAYS' PRIOR NOTICE OF ANY PROPOSED AMENDMENT.

Termination of Staff Coverage Only. Notwithstanding paragraph 6(b), where the Contributing Employer employs freelance production categories in paragraph 7 (a) on Covered Productions and has elected staff coverage, this Participation Agreement may not be terminated only with respect to Freelance Coverage and continued as to Staff Coverage, however, the Contributing Employer may discontinue Staff coverage at the end of any policy year (calendar year) or on sixty (60) days' written notice to the Plan and may continue its Freelance Coverage and participation in the Plan.

c. Termination by the Contributing Employer:

(i) The Contributing Employer shall be deemed to have elected to terminate this Participating Agreement by giving notice of rejection of any Proposed Amendment under paragraph b. effective when such Proposed Amendment would have become effective.

(ii) For any reason, upon sixty (60) days prior written notice to the Plan: Provided that such notice may not be given by the Contributing Employer for the first sixty (60) days after the effective date of this Agreement.

d. Termination by the Plan:

(i) The failure of the Contributing Employer (or where applicable its Payroll Service) to fully and timely comply with any provision, condition, covenant, promise, term, obligation representation, warranty, payment, delinquency (including liquidated damages, interest, audit and collection fees) required by or contained in this Participation Agreement (or any under any prior Participation Agreement) whether expressly recited or incorporated by reference; or to fully comply with any provision of the Trust Agreement or other Plan rule applicable to the Contributing Employer; or to or fully comply with any applicable provision of the Plan's Audit, Delinquency and Collection Procedures (as all of the foregoing may be amended from time to time): shall be deemed a material breach of this Participation Agreement. In the event of such breach, the Plan, by its Trustees, shall have the right (in addition to all legal and equitable rights and remedies all of which the Trustees expressly reserve) to terminate this Participation Agreement and all coverage under the Plan of Benefits effective on thirty (30) days prior written notice to the Contributing Employer, unless in the sole judgment of the Trustees the Contributing Employer has completely cured such breach.

(ii) A contributing Employer's participation in the Plan and its Participation Agreement may be terminated at any time where the Trustees, as fiduciaries, deem it in the best interests of the Plan and its participants, in their sole judgment, or where required or permitted under the Trust Agreement or applicable law or in the event the Plan or its Plan of Benefits is terminated and, upon such prior written notice to the Contributing Employer as the Trustees in their sole judgment deem reasonable and appropriate and notwithstanding anything to the contrary contained in this

{01050243.DOCX.12}

Participation Agreement.

(iii) Failure or refusal of the Contributing Employer to execute and return any Proposed Amendment where the time to reject such Proposed Amendment has passed without notice of rejection having been given to the Plan in accordance with paragraph 6(b).

(iv) Loss of AICP Membership in Good Standing. If the Contributing Employer ceases to be a Member in Good Standing of the AICP, as certified by the AICP in writing to the Plan, this Participation Agreement and coverage (provided all required contributions have been paid to the Plan) shall automatically terminate on the last day of the month following the month in which the Plan receives such certification. The Plan shall give the Contributing Employer written notice of termination of this Participation Agreement and coverage following receipt of certification from AICP referred to in the preceding sentence. The Plan may reinstate this Participation Agreement and coverage if prior to the expiration of the period described in the first sentence hereof it receives written certification from AICP that the Contributing Employer has been restored to Membership in Good Standing status.

e. Survival The Contributing Employer's obligation to pay all contributions and other obligations due and owing to the Plan accrued prior to any termination date, including the Plan's rights to audit and for indemnification under paragraph 4 shall survive termination of this Participation Agreement for any reason indefinitely.

f. Forbearance. The forbearance of the Trustees from exercising any or all of their rights under this Agreement and the Trust Agreement in the case of a breach or failure of the Contributing Employer to adhere to any deadline or the granting of any extension shall not be deemed a waiver, precedent or practice nor require future forbearance in the event of a subsequent breach or failure.

7. Contribution Rates and Covered Employment

The Contributing Employer shall commence contributions on the Effective Date of this Participation Agreement or as otherwise set forth on the execution page of this Participation Agreement.

(a) Coverage of Freelance Employees:

(i) The Contributing Employer shall contribute to the Plan nine percent (9%) of "gross earnings" (as defined in paragraph 7(a)(iii)) of the freelance, common law employees (within the meaning of Section 3(6) of ERISA, herein "employee" and "employees") employed on a project-by-project basis in Covered Categories whose employment on Covered Productions is not covered by another group health care plan in which the contributing Employer participates including a plan maintained under collective bargaining agreement to which the Contributing Employer is a party/signatory. Notwithstanding the preceding sentence, required contributions on behalf of freelance employees shall not be less than forty-five dollars (\$45) per day on which any amount of freelance work in Covered Categories on Covered Productions is performed. "Freelance" employment means employment on a project-by-project basis with no single commercial

{01050243.DOCX.12}

production project exceeding six (6) months in duration.

“Covered Production(s)” means a commercial production project. As used in this Participation Agreement, a “commercial” means a moving picture work regardless of method, means or medium of production (whether film/tape/digital or other) that promotes or advertises a brand, product or service to the general public, regardless of the distribution format/medium/platform/channel ---but excluding music videos.

With respect to all Covered Categories, (except where the modifier is the term “post” meaning post-production) where the core job title is followed or preceded by, a modifier (e.g. adjective, prefix, suffix or descriptive term) that is included as part of the core job title, the Plan treats the modifier only as a general descriptive term which does not change the coverage requirement of the core job title nor does the Plan treat the modified core title as a different, non-covered job category. For example, the core job title of Producer when combined with a modifier such as Associate, Assistant or interactive is the same Covered Category of “Producer”.

For all Contributing Employers, whether the Contributing Employer is a signatory to the then current IATSE Commercial Production Agreement, the following core freelance job titles are PHBP Covered Categories and work by freelance employees in those job categories is deemed covered employment by PHBP for which contributions to PHBP are required by this Agreement:

- Producer
- Production Manager
- Production Supervisor
- Production Coordinator
- Bidder
- Production Assistant
- Effective December 15, 2020:
- COVID-19 or COVID Compliance Manager
- COVID-19 or COVID Compliance Coordinator
- Compliance Assistant (for COVID or any other compliance work)

(ii) Additional Freelance Categories. As the Plan identifies additional, different or new terms used to describe employees working in the same or similar capacity as the positions listed above, or as job titles covering the same work change through custom and usage, the Plan shall have the right, on notice to the Contributing Employer to add to, or delete terms from, the above Covered Categories list. The “additional, different or new terms” referred to herein are limited to job titles used (or which develop through custom and usage) to describe persons employed in production working in the same or similar capacity as the positions listed above and who may be described by different job titles by different Contributing Employers at different times.

(iii) Gross Earnings. As used in Paragraph 7(a) in this Participation Agreement, “gross earnings” means total gross compensation, in any form, received by the employee for, or in conjunction with, or relating to his/her services for the Contributing Employer in a Covered

{01050243.DOCX.12}

Production including but not limited to all earnings, salary, wages, fees, charges, paid time off, cancellation pay, postponement pay, financial gifts or awards, bonuses of any kind, profit participation and expenses, except for reimbursement of actual, documented out of pocket expenses incurred by the employee in the performance of work in a Covered Production. The eligibility for benefits of employees for whom contributions are made under this Paragraph 7(a) shall be determined in accordance with the Plan's eligibility and coverage rules as amended from time to time by the Trustees.

(iv) Payment. Until the Plan notifies the Contributing Employers that it requires automated clearing house ("ACH") on line transfers to a designated bank, payment of contributions as required above shall be made by the Contributing Employer or its designated payroll service by ACH transfer, wire or check mailed to the Plan's third party administrator designated herein by the twenty-first of each month in respect to all employment during the preceding month, on which contributions were payable. The Plan's right to contributions attaches on the date covered employment was performed (i.e., the work date) and not the date the employee is paid for such work. Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the Plan.

(v) Loan-out Companies. Where, as part of Commercial Production a Contributing Employer borrows/leases the services of a freelance employee from a loan-out company and such employee renders services to a Contributing Employer in a freelance Covered Category covered by this Participation Agreement, the Contributing Employer shall make contributions directly to the Plan with respect to the services performed by the borrowed/leased employee. In its agreement with the loan-out company, the Contributing Employer shall separately state the compensation applicable to services covered by this Participation Agreement. Contributions to the Plan shall be based on the amount the Contributing Employer pays the loan-out company for borrowing/leasing the freelance employee's covered services. As used herein the term "loan-out company" (A) shall have the same meaning as it does under the commercial production industry multiemployer employee welfare benefit plans where such plans cover persons working as loaned out freelance employees under their plan of benefits; (B) is owned solely by the employee and loans/leases the employee/owner's special skills and services to the Contributing Employer; (C) the borrowing/leasing Contributing Employer exercises supervision and control over the borrowed/leased employee ; and (D) there are other indicia of common law employment between the Contributing Employer and the borrowed/leased employee. A loan-out company is a corporation, Limited Liability Company or other juridical entity recognized by the IRS as legally permitted to operate as a loan out entity. A loan-out company is not regarded by the Plan as an independent contractor in relation to the Contributing Employer. The Plan does not enter into participation agreements with loan-out companies nor permit them to become contributing employers. The Trustees have the right, at any time on notice to the Contributing Employer, to decline to accept contributions on behalf of loaned-out/borrowed employees and to not cover such persons as participants under the Plan of Benefits where the Trustees in their sole judgment determine it is necessary or desirable in the best interests of the Plan and/or to comply with applicable law.

(b) Coverage of Staff Employees:

{01050243.DOCX.12}

Revised April 21, 2022

7 (b) Requirements for Election of Staff Coverage effective January 1, 2022: A contributing Employer that produces Covered Productions and contributes to the Plan for employees who are employed in freelance Covered Categories in accordance with Paragraph 7(a)(i), may elect to provide coverage of staff employees (as defined in Paragraph 7(b)(i)) for the Plan Year 2022) provided: (A) the Contributing Employer employs and covers at least one full time common law staff employee as defined in Paragraph 7(b)(i) of this Participation Agreement (other than through a loan-out company and other than the spouse of an owner or partner of the Contributing Employer) during all months that coverage for staff is being provided by the Plan and, in addition, (B) meets (in the determination of the Plan) applicable state law insurance requirements and in addition, the Plan's carrier's rules or statements of policy. A Contributing Employer shall not be deemed to produce "Covered Productions" and is not eligible to become or remain a Contributing Employer with Staff Coverage unless it can demonstrate to the satisfaction of the Plan that it has produced, and continues to produce, at least one Covered Production employing freelance common law employees in Covered Categories in each year during which this Participation Agreement is in effect.

For full-time employees residing outside the State of California: Where permitted by the Plan's policy of insurance and the Plan's governing documents, post-production (including Audio-post) and Digital Contributing Employers may elect staff coverage without also covering freelance commercial production work provided they comply with all other requirements of Paragraph 7 (b). Post-production and Digital Production Contributing Employers are required to make freelance contributions under Paragraph 7(a)(i) if they produce, or perform work on, Covered Productions."

For full-time employees residing within the State of California: No California resident, full-time employee of a Participating Employer shall be eligible for Staff coverage unless the Participating Employer also employs and makes contributions on Freelance employees employed in covered freelance job categories, in accordance with Senate Bill 255.

Contributing Employers Not Employing Any Full-Time Staff Employees. Effective January 1, 2022, if the Contributing Employer's trade or business does not meet the requirements to elect Staff Coverage as set forth in the preceding Paragraph, then the trade or business may be a Contributing Employer with respect to freelance employment under Paragraph 7(a)(i). Owners, partners and their spouses who work in the trade or business they own may be covered by the Plan only as a freelance employee working in a freelance covered job category on Covered Productions under Paragraph 7(a)(i) of this Participation Agreement (and subject to the Plan's eligibility rules applicable to freelance employees) for his/her own trade or business as part of the production crew consisting of other covered freelance employees working under Paragraph 7(a)(i) provided the individual's trade or business as a Contributing Employer produces in at least one (1) Covered Production in each year during which this Participation Agreement is in effect. The owners, partners and their spouses may also work for other Contributing Employers to the Plan who make contributions on their behalf as freelance employees together with other freelance employees working under Paragraph 7(a)(i).

Contributions to the Plan under the preceding Paragraph for owners, partners and

{01050243.DOCX.12}

Revised April 21, 2022

their spouses working in freelance Covered Categories on Covered Productions for his/her own trade or business that is a Contributing Employer under Paragraph 7(a)(i) shall be made to the Plan in an amount equal to 9% of the individual's presumed annual freelance earnings, as determined by the Plan, which percentage equals the cost of coverage chosen by the owner, partner or spouse and shall be payable in equal monthly installments by the 15th calendar day of each month for the following month of coverage. The Plan will credit toward the monthly amount of contributions due from the owner's, partner's or spouse's trade or business under the preceding sentence contributions that the Plan receives from other Contributing Employers based on the owner's, partner's and their spouse's employment on Covered Productions in freelance Covered Categories under Paragraph 7(a)(i) of this Participation Agreement.

Staff coverage election by the Contributing Employer requires timely completion and submission of the Plan's Participating Employer Data Form that is made available by the Plan electronically and timely completion of the Plan's required initial and annual enrollment procedures.

(i) "Staff" employees means the permanent, common law employees (within the meaning of Section 3(6) of ERISA) of the Contributing Employer hired for an indefinite period of employment (i.e. are not employed on a freelance, project by project or temporary basis), who are normally and regularly scheduled to work at least thirty (30) hours per week.

(ii) The required Contributing Employer and participant (including COBRA) monthly contribution rates to the Plan applicable for staff individual, spouse and dependent coverage shall be determined by the Trustees for a calendar or policy year based on the policy rates negotiated with the Plan's insurance carrier(s) plus such administrative expense component, if any, as Trustees may determine in their sole judgment.

(iii) The Contributing Employer shall enroll and cover all its staff employees for individual medical coverage and pay the full monthly individual contribution rate directly to the Plan's third party administrator until the Plan notifies the Contributing Employer that contributions are required to be made by ACH online transfer to the Plan's designated bank. Staff coverage hereunder shall not be required where a staff employee otherwise eligible for coverage has medical coverage elsewhere and affirmatively declines individual medical coverage in writing under the conditions and in accordance with the procedures that PHBP prescribes. Each eligible staff employee may choose the individual Plan coverage option that they desire. The Contributing Employer shall pay not less than 51% of the contribution cost of the individual coverage option selected by the staff employee and the staff employee may be required by the Contributing Employer to reimburse it for all contribution amounts in excess thereof, provided, however, that the Contributing Employer may in its sole discretion elect to contribute for all covered staff employees such amount in excess of 51% as the Contributing Employer determines. Coverage of family, spouse and dependents under any Plan staff coverage option which a staff employee may select shall be paid 100% by the staff employee, subject to the following sentence. Payment of medical coverage for family, spouse and dependents shall be optional on a group basis for the Contributing Employer who, as in the case of individual coverage, shall make full monthly payment of applicable carrier premium to PHBP and may require reimbursement by the staff employee in

{01050243.DOCX.12}

such amount as the Contributing Employer may establish for a calendar or policy year, subject to applicable law.

(iv) New staff hires must be enrolled and benefits for the new hire will begin the first of the month following thirty (30) days from date of hire. A freelance employee under paragraph 7(a)(i) above who is hired as a staff employee and was eligible and covered by PHBP at the time of hire, shall be covered as staff immediately upon commencement of employment by the Contributing Employer. Furthermore, if a new employee was covered by PHBP as a staff employee with another participating Contributing Employer at the time of hire, he/she shall also be covered immediately upon commencement of staff employment by the Contributing Employer.

(v) Payment for staff coverage shall be billed to the Contributing Employer by the Plan's third party administrator by the first day of each month and payment must be received by the Plan's third party administrator (until such time as the Plan notifies the Contributing Employer that payment is to be made by ACH online transfer to the Plan's designated bank after which payment must be received by such designated bank) by the fifteenth (15th) day of that month for coverage effective the first day of the following month. If payment in full as required is not received, the Plan may terminate staff coverage effective on such first day of the following month when coverage would otherwise have commenced. Reinstatement, if permitted, shall be in the sole discretion of the Plan and upon such terms as it determines. The Contributing Employer's payment shall be accompanied by a Remittance Report in the form supplied by the Plan. The Plan shall provide invoices for all staff coverage elected by the Contributing Employer, including any contributory spouse, dependent and/or family coverage based on the most current enrollment data that the Plan has. The Plan may revise/correct/supplement any invoice to conform to the proper covered staff employees, dependents, spouses and dependents. As used in the Participation Agreement, including all enrollment guides and forms, the terms, "individual," "spouse," "dependent" and "family" shall have such meaning as they have in the contract of insurance between the Plan and its medical insurance and dental/vision insurance carrier(s).

(vi) Dental and Vision Coverage. Dental and Vision coverage, as a package, is optional and may be provided as the Contributing Employer determines. If the Contributing Employer elects to provide such coverage through the Plan, it is on a combined dental and vision basis only, on a group basis for all staff employees of the Contributing Employer and the individual coverage rate must be paid for entirely by the Contributing Employer that elects such coverage.

(vii) Staff Coverage Rates. The 2022 monthly Contributing Employer contribution rates have been provided to the Contributing Employer in the Plan's 2022 Employer Benefit Enrollment Guide, the terms of which are incorporated herein by reference. Upon renewal, extension of or other changes to the Plan's medical coverage policy with its carrier, the Contributing Employer will be provided details of the contribution rates for the successive calendar or policy year(s) in the Plan's successive Employer Benefit Enrollment Guide. Failure to timely complete and submit the Plan's designated initial and annual enrollment processes for any renewal period shall be treated by the Plan as a Contributing Employer election to decline to renew and continue staff coverage and will cause the termination of the Contributing Employer's staff coverage at the conclusion of the current policy year. Once staff coverage has been elected for a calendar or policy year, it may only be terminated

{01050243.DOCX.12}

effective at the end of a calendar month, and on thirty (30) days prior written notice to the Plan. Additional elements of Staff coverage including benefits and eligibility are governed by the Plan's Rules as they may be amended by the Board of Trustees from time to time.

8. Payroll Service

Where freelance contributions are made to the Plan through a payroll service, the Contributing Employer authorizes and directs each payroll service company that it uses as part of its payroll operations to comply with its obligations under paragraphs 2, 3, 4, 5 and 7 of this Participation Agreement, as applicable. The Contributing Employer shall issue such additional written directives and/or authorizations to its payroll service or services as the Plan determines are reasonably necessary to effectuate the terms of this Participation Agreement. In the event that the Plan issues a directive to a payroll service company directly, the Plan will give the Contributing Employer prior written or electronic notice, and the content, of any directive to the Contributing Employer's Payroll Service. Nothing contained in this paragraph 8 shall relieve the Contributing Employer of any obligation it has under this Participation Agreement, the Trust Agreement or applicable law.

9. Governing Law and Situs of the Plan

The interpretation and enforcement of this Participation Agreement shall be governed by the laws of the State of California, without regard for the choice of law rules of that state, but only to the extent not otherwise preempted by ERISA. The situs of the Plan and trust is in the state of California.

10. Conditions to Coverage, Plan of Benefits and Termination of Plan

The Contributing Employer acknowledges that coverage and maintenance of a fully insured Plan of Benefits is conditional upon issuance and continuation by the Plan's underwriting insurance carrier of the group health insurance policy. The carrier has conditioned coverage and maintenance of a policy on the attainment and maintenance of specified minimum levels of Contributing Employers participation and eligible freelance employee group size. If, for any reason, the Trustees, the carrier or any successor carrier cancels or does not renew any policy issued to the Plan, the Trustees may terminate the Plan, the Trust, the Plan of Benefits and/or this Participation Agreement or if the Trustees for any reason determine to terminate the Plan, the Trust or the Plan of Benefits, the Trustees may, in their sole discretion, terminate this Participation Agreement. No benefits shall be provided other than on a fully insured basis. No portion of Contributing Employer contributions or other monies made to the Plan shall be returned.

Agreed and Accepted By:

(Full Name of AICP General Member, herein the “Contributing Employer”)

(Address)

(State of incorporation)

(Company EIN)

By: _____
(Signature of Authorized Officer) **(Title)**

(Print Name) **(Signing Date)**

➤ Completion of the following chart is required for all Contributing Employers. PHBP will not countersign this Participation Agreement unless this chart is completed.

CONTROLLING PARTNER/ OFFICER/SHAREHOLDER INFORMATION			
Please fill in all officer/shareholder information.			
PARTNER/OFFICER/SHAREHOLDER/LLC MEMBER NAME	TITLE	% OF SHARES OR OWNERSHIP INTEREST	

ADDITIONAL INFORMATION			
Company Type: (check one)	<input type="checkbox"/> SOLE PROPRIETORSHIP (Ownership)	<input type="checkbox"/> A Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited	Company Identification Numbers: Fed ID: State Employer ID #: State Corp. ID #:
	<input type="checkbox"/> LIMITED LIABILITY CORPORATION (List ALL Members)		
	<input type="checkbox"/> A CORPORATION (List ALL Officers and Principals)		
Does this Company have any affiliated/related entities? (e.g., parent company, subsidiaries, siblings, etc.)			<input type="checkbox"/> Yes (Please List Below) <input type="checkbox"/> No

List all trade names (i.e. “DBAs”) for the Company and all entities listed as affiliated entities above

Entity Name	Trade Name (DBA)
1. (Company)	
2.	
3.	
4.	

Names, Titles, Phone Numbers and Email Addresses of Contact Persons at the Contributing Employer’s office:

Contact Name and Title	Contact E-mail	Contact Phone Number

Contributing Employer’s Freelance Payroll Service(s):

EFFECTIVE DATE OF PARTICIPATION AGREEMENT:

THIS PARTICIPATION AGREEMENT SHALL NOT BE LEGALLY BINDING UPON PHBP UNTIL COUNTERSIGNED BY PHBP AT THE PLACE PROVIDED. THE DATE OF COUNTERSIGNATURE BY PHBP IS THE “EFFECTIVE DATE” OF THIS PARTICIPATION AGREEMENT UNLESS PHBP DESIGNATES THE ALTERNATIVE EFFECTICE DATE OF _____ 202_ FOR PURPOSE OF THE COMMENCEMENT OF CONTRIBUTIONS AND THE TERMS CONTAINED IN THIS PARTICIPATION AGREEMENT.

Agreed and Accepted by:

PRODUCERS' HEALTH BENEFITS PLAN:

By: _____
Sean Cooley
Executive Director

Signing Date: _____

ADDRESSES OF PLAN HEADQUARTERS AND ADMINISTRATIVE OFFICES:

California:

**c/o BeneSys Administrators
Third Party Administrator for PHBP
1050 Lakes Drive, Suite 120
West Covina, CA 91790
www.phbp.org**

ADDRESS OF ADDITIONAL PLAN OFFICES:

New York:

**3 West 18th Street (5th Floor)
New York, New York 10011**