

CURRENT PROTOCOL ON RULES AND DETERMINATION OF MINIMUM FEE RATES OF DUBBING

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1. THE PARTIES

This protocol herein between the Stage, Cinema, TV and Dubbing Actors' Union (hereinafter referred to as Actors' Union) residing in Kulođlu Mah. İstiklal Cad. Erol Dernek Sok. No: 8 Beyođlu-İSTANBUL and Dubbing Studio(s) and other legal entities (hereinafter referred to as Dubbing Studio/Dubbing Studios) has been mutually signed.

2. DEFINITIONS

2.1. General Definitions

As used in this Protocol, the following terms have the meanings specified below;

- Actors' Union : Stage, Cinema, TV and Dubbing Actors' Union
- Dubbing Actor/Dubbing Actors : Qualified performers with the knowledge and skills of dubbing.
- Dubbing Studio/ Dubbing Studios : Legal entities/studios where dubbing recordings are made and that are parties to this protocol herein.
- Parties : Actors' Union and the Dubbing Studios together.
- Dubbing : Providing Turkish dialogues to replace the dialogues in foreign or Turkish language existing in motion pictures, television films, series, cartoons and animations, or the job of giving the original Turkish dialogue voice to the characters in these.
- Match : Each and every line in the text of a Dubbing Project.
- Titles/Credits : The section in a Dubbing Project where the names of the producer, director, actors and other people who have contributed to that Dubbing Project are shown with no dialogue to be dubbed.
- Test : For a Dubbing Project, Dubbing Studio to ask the Dubbing Actor to dub a short text as a test (on condition that it is not used in the said project or in the promotion of the Project).
- Breakdown : A pay slip to be prepared by Dubbing Studios for each payment to be made to Dubbing Actors by the Dubbing Studios.

- Broadcast Time** : The duration of a Dubbing Project in minutes, excluding the titles/credits.
- Resale** : The sale and marketing of a Dubbing Project dubbed by the Dubbing Actors, to another party other than the party specified in the transfer of rights agreement for broadcasting and/or resale purposes.

2.2. Definitions of Broadcast Media

As used in this Protocol, the following terms have the meanings specified below;

- OTT (Over The Top)** : Video content provider media and platforms that distribute over the Internet.
- Movie Theater** : Building, room or exterior structures where motion pictures are exhibited to public viewers.
- DVD-VCD-Bluray** : All digital materials such as but not limited to DVD-VCD-Bluray.
- Other Broadcasting Media:** All international, national and local television channels broadcasting through satellite and/or receiver, terrestrial broadcasting and/or cable TV, and media broadcasting through in-vehicle entertainment systems in airplanes, buses, trains, ships and similar public transportation vehicles.

2.3. Definitions of Dubbing Projects

As used in this Protocol, the following terms have the meanings specified below;

- Film-Foreign** : Dubbing job performed by Dubbing Actors on films, cartoons and animated films, which are not to be premiered in Movie Theaters and of which the original language is not Turkish.
- Musical Film-Foreign** : Dubbing job performed by Dubbing Actors on films, cartoons and animated films in which the characters usually sing to advance the script or to evolve the characters, which are not to be premiered in Movie Theaters and of which the original language is not Turkish.

- Film (Animation / Cartoon)-Domestic : Dubbing job performed by Dubbing Actors in the form of creative drama on Dubbing Projects of cartoon and animation films, which are not be premiered in Movie Theaters and of which the original language is Turkish.
- In-theater Motion Picture-Foreign : Dubbing job performed by Dubbing Actors on films, cartoons and animated films, which are to be premiered in Movie Theaters and of which the original language is not Turkish
- In-theater Musical Motion Picture-Foreign : Dubbing job performed by Dubbing Actors on films, cartoons and animated films in which the characters usually sing to advance the script or to evolve the characters, which are to be premiered in Movie Theaters and of which the original language is not Turkish.
- In-Theater Motion Picture : Dubbing Projects where Dubbing Actors perform Dubbing work in the form of creative drama on cartoons and animated films which are to be premiered in Movie Theaters and of which the original language is Turkish.
(Animation/Cartoon)
-Domestic
- In-Theater Musical Motion: Picture : Dubbing Projects where Dubbing Actors perform Dubbing work on cartoons and animated films in which the characters generally sing to advance the script or to evolve the characters, which are to be premiered in Movie Theaters and of which the original language is Turkish.
(Animation/Cartoon)
- Domestic
- Series-Foreign : Dubbing Projects where Dubbing Actors perform Dubbing for TV series, cartoon series, animated series of which the original language is not Turkish and are to be broadcast and/or streamed periodically by episodes.
- Musical Series-Foreign : Dubbing Projects where Dubbing Actors perform Dubbing for series, cartoon series, animated series in which characters generally sing to advance the script or to evolve the characters, of which the original language is not Turkish and are to be broadcast and/or streamed periodically by episodes.
- Serial : Dubbing Projects where Dubbing Actors perform Dubbing for cartoon series and animated series, of which the original language is Turkish and are to be broadcast and/or streamed periodically by episodes.
(Animation/Cartoon)-
Domestic

- Documentary (synchronous)- Foreign : Documentary Dubbing Projects where Dubbing Actors perform lip sync Dubbing, which are not be premiered in Movie Theaters and of which the original language is not Turkish.
- Documentary (asynchronous) Foreign : Dubbing Projects where Dubbing Actors perform non lipsync Dubbing work for documentaries which are not be premiered in Movie Theaters and of which the original language is not Turkish.
- Animation Music Video (Shorts) : Dubbing Projects where Dubbing Actors perform Dubbing work for short musical video clip created with the images taken from the episodes of the animated series,
- Trailer : Dubbing Projects of short promotional videos where Dubbing Actors perform Dubbing work, to be broadcast in various broadcasting media,
- Promo : Short promotional videos of Dubbing Projects in which Dubbing Actors perform, created to be broadcast only within the same media with the Dubbing Project itself.
- Dubbing Project / Dubbing Projects : Common name for productions with Dubbing Works to be performed such as Motion Picture-Foreign, Musical Motion Picture-Foreign, Series-Foreign, Musical Series - Foreign, Motion Picture (Animation/Cartoon) - Domestic, Series (Animation/Cartoon) - Domestic, Documentary (Synchronous) Foreign, Documentary (Asynchronous) -Foreign, In-theater Motion Picture-Foreign, In-theater Musical Motion Picture-Foreign, In-theater Motion Picture (Animation/Cartoon) - Domestic, In-theater Musical Motion Picture (Animation/ Cartoon) -Domestic, Animation Music Video (Shorts), Trailer, Promo.

2.4. Definition of Rights

As used in this Protocol, the following terms have the meanings specified below;

- OTT Rights : Within the scope of the Code of Intellectual and Artistic Works (FSEK), Articles 20 and 25, the broadcasting rights on the Dubbing Projects with Dubbing Work performed by Dubbing Actors, only in OTT.

- Movie Theater Rights : Within the scope of the Code of Intellectual and Artistic Works (FSEK), Articles 20 and 25, the rights on broadcasting of Dubbing Projects with Dubbing Work performed by Dubbing Actors, only in Movie Theaters.
- DVD-VCD-Bluray Rights : Within the scope of the Code of Intellectual and Artistic Works (FSEK), Articles 20 and 25, the rights on broadcasting of Dubbing Projects where Dubbing Actors perform the dubbing work, only on DVD-VCD-Bluray.
- Other Broadcasting Media Rights : Within the scope of the Code of Intellectual and Artistic Works (FSEK), Articles 20 and 25, broadcasting rights of Dubbing Projects with Dubbing Work performed by Dubbing Actors, only on Other Broadcasting Media.
- Resale Rights - OTT : Within the scope of the Code of Intellectual and Artistic Works (FSEK), Articles 20, 22 and 23, all rights originating from Resale of Dubbing Projects with Dubbing Works performed by Dubbing Actors, that broadcast only on OTT.
- Resale Rights – DVD-VCD Bluray : Within the scope of the Code of Intellectual and Artistic Works (FSEK), Articles 20, 22 and 23, all rights originating from Resale of Dubbing Projects with Dubbing Works performed by Dubbing Actors, that broadcast only on DVD-VCD Bluray.
- Resale Rights - Other Broadcasting Media : Within the scope of the Code of Intellectual and Artistic Works (FSEK), Articles 20, 22 and 23, all rights originating from Resale of Dubbing Projects with Dubbing Works performed by Dubbing Actors, that to be broadcast only on Other Broadcasting Media.
- Miscellaneous Rights : In accordance with the Code of Intellectual and Artistic Works (FSEK), all rights transferable by signing a transfer of rights agreement as 'related right holders', other than OTT Rights, Motion Picture Rights, DVD/VCD-Bluray Right, Other Broadcasting Media Rights, Resale Rights – OTT, Resale Rights – DVD-VCD-Bluray, Resale Rights-Other Broadcasting Media.
- Rights : Common name for OTT Rights, Movie Theater Rights, DVD-VCD-Bluray Rights, Other Broadcast Media Rights, Resale Rights – OTT, Resale Rights DVD-VCD-Bluray Resale Rights – Other Broadcasting Media and Miscellaneous Rights.

2.5. Definitions of Fees

As used in this Protocol, the following terms have the meanings specified below;

- Minimum Performance Fee Per-Minute : With the exclusion of related rights determined within the scope of the Code on Intellectual and Artistic Works (FSEK), net (taxes excluded) minimum performance fee to be paid to Dubbing Actors only per one minute of the Broadcast Time of the relevant Dubbing Project.
- Fixed Minimum Performance Fee : With the exclusion of related rights determined under the Code on Intellectual and Artistic Works (FSEK), independently of and in addition to Per-Minute Minimum Performance Fee, net fixed minimum performance (taxes excluded) fee per Dubbing Project to be paid to Dubbing Actors only for the dubbing job performed.
- Minimum Performance Fees : Common name of Minimum Performance Fee Per-Minute and Fixed Minimum Performance Fee.
- Total Minimum Performance Fees : The sum of the total Performance Fee Per Minute calculated over the Broadcast Time and the Fixed Minimum Performance Fee.
- OTT Transfer-of-Rights Fee : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of OTT Rights.
- Motion Picture Transfer of: Rights Fee : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of Motion Picture Rights.
- DVD-VCD Bluray Transfer of Rights Fee : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of DVD-VCD Bluray Rights,
- Other Broadcasting Media Transfer of Rights Fee : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of Other Broadcasting Media Rights.
- Transfer of Resale Rights: Fee - OTT : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of resale rights on OTT.
- Transfer of Resale Rights : Fee – DVD-VCD Bluray : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of resale rights on DVD-VCD Bluray.

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| Transfer of Resale Rights Fee – Other Broadcasting Media | : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of resale rights on Other Broadcasting Media. |
| Miscellaneous Transfer of Rights Fee | : Net fees (taxes excluded) to be paid to the Dubbing Actors in return for the transfer of Miscellaneous Rights. |
| Transfer of Rights Fees | : Common name for OTT Transfer of Rights Fee, Sinema Transfer of Rights Fee, DVD-VCD-Bluray Transfer of Rights Fee, Other Broadcasting Media Transfer of Rights Fee, Transfer of Resale Rights Fee – OTT, Transfer of Resale Rights Fee – DVD-VCD-Bluray, Transfer of Resale Rights Fee – Other Broadcasting Media, Miscellaneous Transfer of Rights Fee. |
| Total Transfer of Rights Fees | : The sum of the total Transfer of Rights Fees calculated with Transfer of Right Percentages over the total Performance Per Minute Fee that calculated over the Broadcast Time. |
| Transfer of Right Percentages | : Percentage rates used to calculate Transfer of Rights Fees over Minimum Performance Fees. |
| Net Minimum Fees | : Common name for Minimum Performance Fees and Transfer of Rights Fees. |
| Total Net Minimum Fees | : Sum of the total Minimum Performance Fees and Transfer of Rights Fees. |
| Individual Prominence Remunerations | : In addition to the Total Net Minimum Fees for any Dubbing Project, the Fee that can be requested by Dubbing Actors from the Dubbing Studios based on their competence. |

2.6. Definitions of Roles

As used in this Protocol, the following terms have the meanings specified below;

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| Lead Role | : The part to be dubbed by Dubbing Actor that constitutes two thirds or more of the total in any of the criteria of number of pages, number of words, number of matches in the text of a Dubbing Project. |
|-----------|---|

- 2nd Grade Role : The part to be dubbed by Dubbing Actor that constitutes one third or more and less than two thirds of the total in any of the criteria of number of pages, number of words, number of matches in the text of a Dubbing Project,
- 3rd Grade Role : The part to be dubbed by Dubbing Actor that constitutes one fifth or more and less than one third of the total in one of any criteria of number of pages, number of words, number of matches or; number of matches is more than 15 in the text of a Dubbing Project,
- Extra - Rhubarb : In the text of a Dubbing Project; The part to be dubbed by the Dubbing Actor is less than one fifth of the total in one of any criteria of number of pages, number of words, number of matches; The dubbing role consists of less than 15 matches, is "extra", and the dubbing role involving the dubbing of decipherable lines and shouts in crowded scenes, is "rhubarb",
- Sole Narrator : In the text of a Dubbing Project consists of only one Leading role and all the other roles are Extra-Rhubarb, the lead role to be dubbed is the Sole Narrator,
- Announcer : In Dubbing Projects of Promo, Trailer or Shorts with no certain role or character, the narrating role from outside of the shooting angle and the scene,
- Role / Roles : Common name for Lead, Secondary Role, Tretery Role, Extras – Rhubarb, Sole Narrator and Announcer,
- Song-Solo : Within a Dubbing Project including the titles/credits, solo performance by the Dubbing Actor as the lead vocal in the scores exceeding two beats,
- Song-Choir : Within a Dubbing Project including the titles/credits, choir performance by Dubbing Actor as back vocal supporting the lead vocal and/or other back vocals in harmony in the scores exceeding two beats,
- Song / Songs : Common name for Song-Solo and Song-Choir,

3. SUBJECT AND SCOPE OF PROTOCOL

3.1. Preparation Process of Protocol

This protocol has been prepared as the result of negotiations between the Parties in order to update and replace the contents of the previous Protocol on Determination of Dubbing Rules and Minimum Fees as whole, which was signed mutually by the Parties and put into effect.

3.2. Subject of Protocol

This protocol, as a concrete result of the social dialogue process carried out between the Actors Union (representing the Dubbing Actors) and the Dubbing Studios, pertains to agreed-upon matters of regulating work conditions of Dubbing Actors in order to maintain peace at work place, eliminating the confusion in the practices in the sector by recording them in writing to ensure that these practices are regularly applied, ensuring that all broadcasts, exhibits and shares in all forms of broadcast media mentioned in this protocol are legal under the Code on Intellectual and Artistic Works (FSEK). For the dubbing works involving the transfer of rights, the parties agreed on the minimum conditions of the business relationship and working order, Advisory Minimum Performance Fees, Transfer of Right Percentages, Total Net Minimum Fees and all other matters included in the articles of this protocol between the Dubbing Actors over the age of 18 and the Employer (intermediary or business owner) Dubbing Studios and all other organizations.

3.3. Scope of the Protocol

The Minimum Performance Fees, Right Transfer Percentages and Total Net Minimum Fees mentioned in this protocol are only valid for the Voice Over Projects defined in Article-2.

4. FEES

4.1. Total Minimum Performance Fees

4.1.1. Definition

Total Minimum Performance Fees; Total amount of the Minimum Performance Fee to be paid to the Dubbing Artists in return for the dubbing works performed by Voiceover Artists in the Voiceover Projects subject to this protocol.

4.1.2. Calculation of Total Minimum Performance Fees

Total Minimum Performance Fees, separately for each Role in the Dubbing Projects; Calculated according to the formula below by adding a Fixed Minimum Performance Fee to the multiplication of Broadcast Time and Minimum Performance Fees Per Minute.

$(\text{Broadcast Time} \times \text{Minimum Performance Fees Per Minute}) + \text{Fixed Minimum Performance Fee} = \text{Total Minimum Performance Fees}$

4.1.3. *Minimum Performance Fees*

Minimum Performance Per Minute Fee and Fixed Minimum Performance Fee varies according to the type of Dubbing Projects and Roles that are the subject of this protocol. Said Minimum Performance Fees are as shown in ANNEX-1 and ANNEX-3.

4.1.4. *Minimum Performance Fees to be applied for the Promo*

The Parties did not reach an agreement on Minimum Performance Fees to be applied for the Promo, Trailer and Songs within the scope of the Dubbing Projects to be dubbed by the Dubbing Actors. The parties will continue to negotiate an additional protocol, which will be an integral part of this protocol on the regulation of the said Fees.

4.1.5. *Implementation Start Date of Total Minimum Performance Fees*

Minimum Performance Fees Per Minute and Fixed Minimum Performance Fees shown in **ANNEX-1** and **ANNEX-3** will be valid for the calculation of Total Minimum Performance Fees as of February 1, 2021.

4.2. **Total Transfer-of-Right Fees**

4.2.1. *Definiment*

Total Transfer-of-Right Fees are the Fees to be paid to the Voice Over Actors with reference to the transfer of rights agreements to be signed between Dubbing studio or any legal entity and the Voice Over Actors, Minimum on the fact that the Voice Actors have rights on related dubbing work for the Dubbing Projects under Articles 20, 22, 23 and 25 of the Code on Intellectual and Artistic Works (FSEK).

4.2.2. *Fees not involving Transfer of Right*

The Extra - Rhubarb role category does not constitute related rights under the Code on Intellectual and Artistic Works (FSEK). Therefore, Total Transfer-of-Rights Fees are not calculated and applied for Extra - Rhubarb roles.

4.2.3. *Calculation of Total Transfer-of-Right Fees*

Total Transfer-of-Right Fees calculated separately for each Role in the Dubbing Projects according to the following formula by multiplying the Total Minimum Performance Fees calculated for the Role and/or Song and the Total Transfer-of-Right Percentages of the Rights to be transferred:

Total Minimum Performance Fee x Total Transfer of Right Percentages of the Rights to be transferred = Total Transfer of Right Fees

4.2.4. *Transfer of Right Percentages*

Transfer of Right Percentages to be used in the calculation of the Transfer-of-Right Fees vary according to the type of Rights subject to transfer and the period of transfer. Said Transfer-of-Right Rates are as shown in **ANNEX-2**. Rights and transfer-of-right practices subject to this protocol are specified in Article 5 of this protocol.

4.2.5. *Transfer-of-Right Remuneration Implementation Start Date*

Transfer-of-Right Percentages shown in ANNEX-2 will be valid for the calculation of Total Transfer-of-Right Remunerations as of February 1, 2021.

4.3. Total Net Minimum Fees

4.3.1. Definiment

Total Net Minimum Fees is the sum of Total Minimum Performance Fees and Total Transfer of Right Fees.

4.3.2. Calculation of Total Net Minimum Fees

Net Minimum Fees are calculated according to the following formula, separately for each Role in the Dubbing Projects:

Total Minimum Performance Fee + Total Transfer of Right Fees = Total Net Minimum Fee

4.4. Individual Prominence Remuneration

Dubbing Actors can demand their Individual Prominence Remunerations in addition to the Total Net Minimum Fees in agreement with the Voice Over Studios.

5. RIGHTS AND TRANSFER OF RIGHT PRACTICES

5.1. Rights

5.1.1. Definiment

As the voice actors have the related rights on the dubbing works for the Voice Over Projects, according to the Article 20, 22, 23 and 25 of the Code on Intellectual and Artistic Works (FSEK), the rights subject to this protocol are listed below:

OTT Rights,

Cinema Rights,

DVD-VCD-Bluray Rights,

Other Broadcasting Media Rights,

Resale Rights – OTT,

Resale Rights– DVD-VCD-Bluray

Resale Rights – Other Broadcasting Media,

Miscellaneous Rights.

Contents of these rights specified under Article 2 of this protocol.

5.1.2. Terms of Transfer-of-Rights

Rights can be transferred or acquired for periods of 2 (two) years, 3 (three) years, 5 (five) years, limited or unlimited periods.

5.1.3. Media Not Applicable for Temporary Transfer of Rights

As the Dubbing Projects recorded for DVD-VCD-Bluray media to be used for an unlimited period of time, the rights on DVD-VCD-Bluray and Resale Rights on DVD-VCD-Bluray Rights can only be transferred and acquired for an unlimited period of time.

5.2. Transfer and Acquisition of Rights Separately or As All-inclusive,

5.2.1. Definement

The rights listed in the clause number 5.1.1 of this protocol can be transferred or acquired individually for a limited or indefinite period of time specified in the paragraph 5.1.2 of this protocol.

5.2.2. Individual Transfer of Rights

In the event that the Rights are taken over separately, the Cinema Right can only be transferred and taken over for the following Dubbing Projects:

In-theater Motion Picture-Foreign,

In-theater Musical Motion Picture-Foreign,

In-theater Motion Picture (Animation / Cartoon)-
Domestic,

In-Theater Musical Motion Picture (Animation /
Cartoon) - Domestic.

Trailer.

5.2.3. Individual Transfer-of-Rights Ratios

Individual Transfer-of-Right Percentages to be used in calculation of Total Transfer-of- Right Fees to be paid to the Dubbing Actors for the Rights to be transferred and acquired separately are shown in **ANNEX-2**.

5.2.4. Individual Transfer-of-Rights Practices and Examples

In the calculation of the Total Right Transfer Fees to be paid to the Dubbing Actors for the Rights to be transferred and acquired separately, the percentage ratio used is obtained by summing the Transfer-of-Right Percentages, taking into consideration the time period of the acquired rights which are subject to be transferred.

Example 1: The total Transfer-of-Right Percentage for a Dubbing Project to be acquired / transferred separately is 40% for OTT and Other Broadcasting Rights for three years period.

Example 2: Other Broadcasting Media Rights and Resale Right-Other Broadcasting Media for a Voice Over Project that are separately acquired/transferred indefinitely, Transfer-of-Right Percentage is 100%.

5.2.5. All-inclusive (Non-theatrical) Transfer of Rights

The Rights listed in paragraph 5.1.1 of this protocol can be transferred or taken over collectively, with or without a limited or indefinite period of time specified in paragraph 5.1.2 of this protocol, not including the Right to Cinema (all inclusive, non-theatrical).

5.2.6. All-inclusive (Non-theatrical) Transfer of Rights Percentages

The Transfer-of-Right Percentages to be used in calculating the Total Right Transfer Fees to be paid to the Dubbing Actors for the rights to be transferred and acquired as a whole not including Movie Theater Right (all inclusive non-theatrical) are shown in **ANNEX-2**.

5.2.7. *All-inclusive (Non-theatrical) Transfer of Rights Fees*

In the calculation of the Total Transfer-of-Rights Fees to be paid to the Voice Actors for the rights to be transferred and acquired as a whole, not including movie theater right (all inclusive non-theatrical), Transfer-of-Right Percentage is used, taking into consideration the time period of the acquired rights which are subject to be transferred.

5.2.8. *All-inclusive (Theatrical) Transfer of Rights*

The Rights listed in paragraph 5.1.1 of this protocol, can be transferred or acquired as a whole with a limited or indefinite period of time specified in the paragraph 5.1.2 of this protocol, including all rights (all inclusive theatrical).

5.2.9. *All-inclusive (Theatrical) Transfer of Rights Percentages*

Transfer-of-Right Percentages and durations to be used in calculating the Total Transfer-of-Right Fees to be paid to the Dubbing Actors for the rights to be transferred and acquired as a whole, including all rights (all inclusive theatrical) are shown in **ANNEX-2**.

5.2.10. *All-inclusive (Theatrical) Transfer of Rights Fees*

In the calculation of the Total Transfer-of-Right Fees to be paid to the Dubbing Actors for the rights to be transferred and acquire as a whole, including all Rights determined by taking into account the time period of the transfer of the rights to be transferred (all inclusive theatrical) Transfer-of-Right Percentage is to be used.

5.2.11. *Broadcasting on Movie Theater Media in the Case of All-inclusive (Non-theatrical) Transfer of Rights*

In the case of broadcasting of the Dubbing Projects with the rights transferred excluding Movie Theater rights, in Movie Theater before or after the date of signing the relevant transfer-of-rights agreement, acquired rights are:

For Film-Foreign; In-theater Motion Picture -Foreign,

For Musical Film- Foreign; In-theater Motion Picture -Foreign,

For Series-Foreign; In-theater Motion Picture-Foreign,

For Musical Series - Foreign; In-theater Motion Picture-Foreign,

For Documentary (Synchronous)-Foreign (Single Narrator Role excluded); In-theater Motion Picture-Foreign,

For Documentary (Asynchronous)-Foreign (Single Narrator Role excluded); In-theater Motion Picture-Foreign,

Minimum Performance Fees per Minute and Transfer-of-Right Percentages are valid as shown in **ANNEX-1**, **ANNEX-2** and **ANNEX-3**. The Total Transfer-of-Right Fees to be paid to the Dubbing Actors are recalculated according to the Total Transfer-of-Right Fees calculated by arranging a new transfer-of-right contract. No additional Performance Fee is to be paid over the performance Fee paid based on the first contract.

5.3. Other Issues

5.3.1. Transfer-of-Right Contracts

Regardless of which of the rights are transferred, it is obligatory that the rights subject to transfer and duration of these rights transferred should be clearly written in the transfer of right contracts and the parties to the contracts agree to be bound by these terms.

5.3.2. Beginning of the Term of Use in Limited Time Transferred Rights

In cases of temporary transfer of rights, the usage term of the transferred Rights starts on the first day of broadcasting of the Dubbing Project.

5.3.3. Resale of Temporary Transferred Rights

If Resale is made in cases where there is a transfer of rights with a term, the Resale does not change the starting date of the rights transferred with a term, the starting day cannot be considered as the first broadcast day of the media making the purchase within the scope of resale.

5.3.4. Transfer of Right Percentages Implementation Start Date

Transfer of Right Percentages shown in ANNEX-2 will be valid for the calculation of Total Transfer-of-Right Fees and Transfer of Rights Fees Excluding Movie Theater as of February 1, 2021.

6. PAYMENTS

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6.1. Making Related Payments Together

Calculated Total Net Minimum Fees are paid together with the Individual Prominence Remuneration at the same time.

6.2. Invoice, e-self-employment receipt, Insurance

The payment made for the Total Net Minimum Fees and Individual Prominence Remuneration is paid to the dubbing actor against invoice or self-employment receipt or as a salary payment within the scope of being insured.

6.3. Calculation of Payments

Total Net Minimum Fees and Competence Fee to be clearly stated in the transfer-of-right contracts to be signed between the Dubbing Studios and the Dubbing Actors and cannot be calculated with a lower Fee and percentage rates than the Minimum Performance Fees and Transfer-of-Rights Percentages specified under this protocol

6.4. Dubbing Actors' Qualification for Payment

The Dubbing Actors are entitled to receive the Total Net Minimum Fees and Individual Prominence Remuneration as soon as they finish their dubbing performance for the Dubbing Projects under this protocol. Depending on the agreement between the Dubbing Actors and the Dubbing Studios, payments can be made to maturity, provided that they are paid in full within a maximum of 3 months, each term not exceeding 45 days.

6.5. Payment Control

The material errors detected by the Dubbing Actors in the payments made to them to be corrected in the payment to be made by the Dubbing Studio on the next payment date at the latest, following the error is reported by the Dubbing Actor and mutual agreement is reached.

7. RULES ON THE APPLICATION OF THE PROTOCOL

7.1. General Rules

7.1.1. *Minimum Fee Application*

All Fees and rates determined by this protocol are MINIMUM Fees and rates. The parties agree, declare and undertake that they will not apply them as a fixed Fee tariff (except Extras-Rhubarb) for any Dubbing Project within the scope of the protocol, and will not calculate with lower Fees and percentages than the Minimum Performance Fees and Transfer-of- Rights Percentage determined within the framework of the definitions and calculation methods.

7.1.2. *Application of Individual Prominence Remuneraton*

The determined Minimum Performance Fees and Transfer-of- Right Percentages cannot be imposed to the Dubbing Actors preventing them from determining their Individual Prominence Rate, taking away the right of the dubbing actors to bargain for a Fee higher than the Total Net Minimum Fees in the free market violating the competition law. Dubbing Actors are free to determine the Individual Prominence Rate to be added on the Total Net Minimum Fees in accordance with the free market conditions.

7.1.3. *Pre-Recording Agreement on Role Ranking and Pricing*

While the total Fees including the role category of the dubbing actor and the Total Net Minimum Fees to be received from the project and Individual Prominence Renumeration (if any) are determined within the framework of the protocol rules, it is essential to provide a verbal and / or written agreement between the Studio and the Dubbing Actor prior to recording the dubbing project. Written agreement can be achieved through the respective studio's own contract, as well as through a jointly prepared type contract, business registration form, etc. A uniform business registration form used can be prepared by the Parties. The Actors' Union undertakes to do the necessary work on logistical preparations in this regard.

7.1.4. *Determination of Role Ranking in Continious Roles*

In the Voice Over Projects of continuous Documentary (Synchronous) - Foreign, Documentary (Asynchronous) - Foreign, Series (Animation / Cartoon) - Domestic, TV Series-Foreign, if the same role person has different Role definitions in different episodes, role person in question in each episode of the Dubbing Project to be evaluated within the definition of the Role defined in Article 2 of this protocol, and decided with the agreement between the Dubbing Actor and the Dubbing Studio before the recording date of the Dubbing Project, in accordance with paragraph 7.1.3 of this protocol. It to be provided as foreseen in the clause numbered. If a consensus cannot be reached or if a consensus has not been negotiated:

- If the relevant role (2nd Grade Role, 3rd Grade Role or Extra) is in a higher ranking role category in any episode, the pricing is evaluated on this category and the Minimum Performance Fee calculation is to be made accordingly,
- If the relevant Role (Lead Role, 2nd Grade Role or 3rd Grade Role) is included in a lower ranking role category in any episode; Leading role is evaluated in at least 2nd Grade Role and 2nd Grade Role in at least 3rd Grade Role category and Minimum Performance Fee calculation is made accordingly. If the 3rd Grade Role is included in the Extras-Rhubarb category in any episode, it is to be evaluated in this category.

7.1.5. Other Issues Regarding the Determination of Role Rankings

If a role person in a Dubbing Project is involved in the marketing, poster, and promotions of that work and the role in the relevant Dubbing Project is not a Lead Role or a 2nd Grade Role, the pricing will be determined between the dubbing actor and the studio as mentioned in the paragraph 7.1.3 of this protocol. However, as a character used in the marketing and promotion of the work will be considered as the rightful performing artist, the pricing of this role should not be made Minimumd on the Extras-Rhubarb category.

7.2. Breakdown, Revision and Testing

7.2.1. Content of Breakdown

The information to be included in the Breakdown that will be prepared by the Dubbing Actors and Dubbing Studios regarding the voice over works made within the scope of the Dubbing Projects subject to this protocol are as follows:

Name of the Dubbing Actor,

Name of Dubbing Studio

Name of Dubbing Project

Dubbing recording date,

Season number and episode number and/or Project code of Dubbing Project assigned within Dubbing Studio,

Name of the role person dubbed,

Definition of Dubbing Project (as defined in Article 2 of this protocol Documentary (Asynchronous)-Foreign, Series-Foreign etc.),

Broadcast Time (in minutes as defined in Article 2 of this protocol),

Definition of Role dubbed, (as defined in Article 2 of this protocol. Lead Role, Second Grade Role, Sole Narrator, etc.),

Sum of Minimum Performance Fees

Transfer-of-Right Fee Amounts (separately, as defined in Article 2 of this protocol. OTT Transfer-of- Right Fee, Other Broadcasting Media Transfer-of-Right Fee, etc.), Total payment amount.

7.2.2. Additional Information to be Included in Breakdown

In addition, at least one of the following types of information should be included in Breakdown:

The total number of pages in the text of the Dubbing Project and the number of pages with the character voiced by the Dubbing Actor,

The total number of matches in the text of the Dubbing Project and the number of matches voiced by the Dubbing Actor,

The total number of words in the text of the Dubbing Project and the number of words voiced by the Dubbing Actor.

7.2.3. Revision

The first two revisions to be made by Dubbing for Dubbing Projects are free. Subsequent revisions are charged. Revision fees will be determined mutually between the studios and the Dubbing actors.

7.2.4. Test

The test fee is 75.00 TL (seventy five TL) net (excluding taxes) for each Test.

7.3. Merit

The rules and principles in this protocol also aim to preserve and increase the rendition quality of the dubbing profession as an artistic performance.

As the dubbing is not a profession trained in higher education institutions and the is learned through professional experience and master-apprentice relationship, it is the most basic requirement for the Dubbing actors to have merit with the experience they will gain over time.

In this context; for the advancement of the sector and preservation of the quality, the parties acknowledge and undertake to observe the principle of merit and maintain the quality within the framework of professional experience with the utmost effort toward proper use of Turkish language, delivering correct and high quality dubbing performances to the audience.

8. RULES ON AUDITING THE PROTOCOL

In order for this protocol to function properly, it is essential that all rules regarding the protocol are applied by the Parties.

8.1. Disciplinary Committee

In order to audit whether the rules of this protocol are applied by the parties.

A disciplinary committee is to be established by the Dubbing Studios and the Actors' Union. The reports of the audits to be carried out by this team will be shared with the Dubbing Studios at regular periods to be determined by the parties. The disciplinary committee that will examine the implementation of this protocol will consist of an equal number of representatives to be appointed seperately by the Parties. This committee will be able to determine the rules on its internal functioning.

8.2. Violation of the Protocol

The measures to be taken in case of non-implementation and / or regular violation of this protocol by any Dubbing Studio, to be determined by the unanimous vote of the Dubbing Studios other than the Studio that in violation and the Actors' Union that are the party of the agreement. If unanimity can not be achieved, the measure proposed by the representative of the Actors' Union is applied. Social dialogue method is essential in determining this measure.

8.3. Right to Litigation

Other than the measures to be taken in case of non-implementation and / or regular violation of the agreement by any Dubbing Studio, rights of other Dubbing Studios, Actors' Union and Dubbing Actors on litigation and filing complain reserved in accordance with the Code on Intellectual and Industrial Rights (FSEK), Competition Law, Turkish Commercial Code and this protocol.

8.4. Conventional Dubbing Actor

Dubbing Actors who operate within the framework of the rules and conditions of this protocol gain the status of "conventional Dubbing Actors". Dubbing Actors who violate the terms of the agreement are warned by the Actors' Union when their violations are detected. In case the Dubbing Actor continues to violate, decision on the measures to be taken, including that the said Dubbing Actor loses the "conventional Dubbing Actor" status and cannot continue to work under the terms of this protocol to be made by the disciplinary committee mentioned in the paragraph 8.1. of this protocol In this regard, the Parties agree and undertake to take the necessary measures, to impose penal sanctions.

9. RULES ON RENEWAL OF THE PROTOCOL

9.1. Renewal of the Protocol

The Social Dialogue method is the choice of the parties to update the fees subject to this protocol every year. For this purpose, preparations for renewing the protocol for the next calendar year begin in the last quarter of the year. The parties will begin negotiations on the protocol articles to be updated for 2022 as of October 2021 and will determine in December 2021. Decisions here will be taken unanimously. If the parties fail to reach an agreement on the protocol articles to be re-arranged unanimously until December 31, 2021, only Per Minute Minimum Performance Fee and Fixed Minimum Performance Fee increases specified in Paragraph 9.2. of this protocol will be applied on the condition that other articles of the agreement remained fixed.

9.2. Per Minute Minimum Performance Fee and Fixed Minimum Performance Fee Increase

Minimum Performance Fee per Minute and Fixed Minimum Performance Fee to be regulated according to the annual percentage rate of change in Consumer Price Index (CPI), to be officially announced by Statistical Institute of Turkey in the January 2022.

9.3. Conveyance of Protocol

This protocol is to be updated annually by applying the paragraph 9.1. in the last quarter of each year, unless a different decision is taken by the parties about the protocol clauses or the Fees. Updated version of this protocol is to be published on the internet by the Actors' Union and conveyed to other signatory organizations for information purposes.

10. TEMPORARY PROVISIONS

10.1. Content of Temporary Provisions

All matters related to Net Minimum Fees subject to this protocol, calculations of Total Minimum Performance Fees and Total Right Transfer Fees mentioned in the paragraphs 4.1. and 4.2 are to be applied as of 01 February 2021. However, as a goodwill indicator of the parties, certain date range to be determined is acknowledged as a transition period in order to allow the Dubbing Studios to prepare their own financial structures..

10.2. Transfer-of-Right Periods of OTT Rights and Other Broadcast Media Rights

For the Dubbing Projects recording of which completed from 01 February 2021 to 31 December 2021; The Transfer-of-Rights Percentage to be applied for the transfer of OTT Right and Other Broadcasting Rights together and for 7 (seven) years has been determined as 40% (Forty Percent). As of 01 January 2022, this exceptional application will be abolished.

The Dubbing Projects listed below are out of the scope of this application:

- In-theater Motion Picture-Foreign,
- In-theater Musical Motion Picture-Foreign,
- In-theater Motion Picture (Animation / Cartoon) -Domestic,
- In-theater Musical Motion Picture (Animation / Cartoon) -Domestic.

10.3. Transfer-of-Rights Contracts

The preparation of the contracts for the transfer of the rights mentioned in the scope of this protocol will be completed by 28 February 2021. The aforementioned types of contracts will be used in the absence of a contract text required to be signed by the broadcaster.

11. OTHER ISSUES

11.1. Legal Regulations

This contract cannot be a reason for the restriction of the rights arising from the regulations regarding the Dubbing Actors to be made in the Labor Law and Intellectual and Industrial Rights Law.

11.2. Discrimination

Dubbing Studios accepts, declares and undertakes that no discrimination including and not limited to reduction of work allocation, unfairly avoiding giving jobs, to be made for the Dubbing Actors, who refused to sign the transfer of rights agreements due to the fact that they did not receive a payment and / or no agreement reached on protocol prior to the validity date of this protocol

11.3. Notification Practices of Actors' Union

The Actors' Union accepts and undertakes to notify the national / international broadcasters, producers, institutions and platforms who hold position of upper client, that all rules, fees and rates determined by this protocol are accepted as minimum working conditions by the Dubbing Actors, and provide maximum support for the acceptance of these rules by institutions and platforms.

11.4. Obligatory Transfer-of-Rights Contract

It is mandatory to sign a transfer of rights agreement between the Dubbing Actors and the Dubbing Studios prepared separately for each Dubbing Projects that are subject of this protocol, bearing the elements listed in paragraphs 7.2.1 and 7.2.2. of this protocol. voice actors cannot be forced to sign general rights transfer agreements under the name of "general consent" or similar names. If the disciplinary committee mentioned in article 8.1 of this protocol deems necessary, it can prepare type contracts that can be applied in every job.

11.5. Governing Jurisdiction

Any dispute between the Dubbing Actors and the Dubbing Studios concerning the subject of this protocol will be resolved in accordance with Turkish Laws and Turkish Courts and enforcement offices will be authorized.

11.6. Waiver

No waiver under this protocol will be effective unless in writing and signed by the affected party. A waiver of a breach of any provision of this protocol will not be construed as a waiver of any subsequent breach of the same or any other provision.

11.7. Effective Date

This protocol will enter into force on 01 February 2021.

11.8. Number of Articles and Annexes of the Protocol

This protocol includes 11 (eleven) articles and 3 (three) Annexes.

ANNEX-1: PER-MINUTE MINIMUM PERFORMANCE FEES AND FIXED MINIMUM PERFORMANCE FEES (EXTRA / RHUBARB EXCLUDED)
(TL)

| Dubbing Project | Başrol | | 2. Derece Rol | | 3. Derece Rol | | Tek Anlatıcı | | Dış Ses | |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | <i>Per Min</i> | <i>Fixed</i> | <i>Per Min</i> | <i>Fixed</i> | <i>Per Min</i> | <i>Fixed</i> | <i>Per Min</i> | <i>Fixed</i> | <i>Per Min</i> | <i>Fixed</i> |
| | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> | <i>Minimum</i> |
| | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> | <i>Perf.</i> |
| | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> | <i>Fee</i> |
| Motion Picture-Foreign | 1,75 | - | 1,00 | - | 0,67 | - | - | - | - | - |
| Musical MP- Foreign | 1,75 | - | 1,00 | - | 0,67 | - | - | - | - | - |
| Series- Foreign | 1,75 | - | 1,00 | - | 0,67 | - | - | - | - | - |
| Musical Series - Foreign | 1,75 | - | 1,00 | - | 0,67 | - | - | - | - | - |
| Motion Picture (Animation / Cartoon)-Domestic | 30,00 | - | 18,00 | - | 10,50 | - | - | - | - | - |
| Series (Animation / Cartoon)-Domestic | 30,00 | - | 18,00 | - | 10,50 | - | - | - | - | - |
| Documentary (Synchronous)-Foreign | 1,75 | - | 1,00 | - | 0,67 | - | 6,00 | - | - | - |
| Documentary (Asynchronous)-Foreign | 1,25 | - | 0,70 | - | 0,50 | - | 6,00 | - | - | - |
| In-theater Motion Picture-Foreign | 10,00 | - | 6,00 | - | 3,50 | - | - | - | - | - |
| Vizyon Müzikal Sinema Filmi-Yabancı | 10,00 | - | 6,00 | - | 3,50 | - | - | - | - | - |
| In-theater Musical Motion Picture - Foreign | 30,00 | - | 18,00 | - | 10,50 | - | - | - | - | - |
| In-theater Motion Picture (Animation / Cartoon) - Domestic | 30,00 | - | 18,00 | - | 10,50 | - | - | - | - | - |
| Animation Music Clips (Shorts) | - | 250,00 | - | 150,00 | - | 150,00 | - | - | - | 250,00 |

ANNEX-2 TRANSFER OF RIGHTS RATIOS

INDIVIDUAL TRANSFER OF RIGHTS (TOR) PERCENTAGES(*)

| TOR Terms | OTT Right TOR Percentage (Only for Broadcasting Right) | Theatrical Right TOR Percentage (Only for Broadcasting Right) | DVD-VCD-Bluray Right TOR Percentage (Only for Broadcasting Right) | Other Broadcast Media Right TOR Percentage (Only for Broadcasting Right) | Resale Right-OTT TOR Percentage (Only for Broadcasting Right) | Resale Right-DVD-VCD-Bluray TOR Percentage (Only for Broadcasting Right) | Resale Right-Other Broadcast Media TOR Percentage (Only for Broadcasting Right) | Miscellaneous Rights TOR Percentage (Only for Broadcasting Right) |
|------------------|---|--|--|---|--|---|--|--|
| 2 Years | 15% | 25% | - | 15% | 15% | - | 15% | 25% |
| 3 Years | 20% | 35% | - | 20% | 20% | - | 20% | 35% |
| 5 Years | 35% | 40% | - | 25% | 35% | - | 25% | 40% |
| Idefinite | 100% | 50% | 100% | 50% | 100% | 100% | 50% | 50% |

(*) In the event that the rights are acquired separately, the Movie Theater Right can only be transferred and acquired for the following Dubbing Projects:

In-theater Motion Picture-Foreign,

In-theater Musical Motion Picture-Foreign,

In-theater Motion Picture (Animation / Cartoon)-Domestic,

In-theater Musical Motion Picture- (Animation / Cartoon)-Domestic.

Trailer

ALL INCLUSIVE (NON-THEATRICAL) TOR PERCENTAGES

| TOR Terms | TOR PERCENTAGE |
|------------------|-----------------------|
| 2 Years | 80% |
| 3 Years | 110% |
| 5 Years | 160% |
| Idefinite | 200% |

ALL INCLUSIVE (THEATRICAL) TOR PERCENTAGES

| TOR Terms | TOR PERCENTAGE |
|------------------|-----------------------|
| 2 Years | 100% |
| 3 Years | 140% |
| 5 Years | 160% |
| Idefinite | 200% |

ANNEX-3 FIXED MINIMUM PERFORMANCE FEES: EXTRA-RHUBARB (TL)

| Dubbing Project | FOR DUBBING PROJECT WITH A TERM OF TRANSFER-OF-RIGHT LESS THAN OR EQUAL TO 3 YEARS | | | | | | FOR DUBBING PROJECT WITH A TERM OF TRANSFER-OF-RIGHT MORE THAN 3 YEARS | | | | | |
|--|--|----------------------------------|--|----------------------------------|--|----------------------------------|--|----------------------------------|--|----------------------------------|--|----------------------------------|
| | BROADCAST TIME | | | | | | BROADCAST TIME | | | | | |
| | UPTO 22" | | 23" TO 45" | | 46" AND OVER | | UPTO 22" | | 23" TO 45" | | 46" AND OVER | |
| | Dakika Başı Perf. Taban Ücret | Sabit Perf. Taban Ücret | Dakika Başı Perf. Taban Ücret | Sabit Perf. Taban Ücret | Dakika Başı Perf. Taban Ücret | Sabit Perf. Taban Ücret | Dakika Başı Perf. Taban Ücret | Sabit Perf. Taban Ücret | Dakika Başı Perf. Taban Ücret | Sabit Perf. Taban Ücret | Dakika Başı Perf. Taban Ücret | Sabit Perf. Taban Ücret |
| Motion Picture-Foreign | - | 20,00 | - | 25,00 | - | 30,00 | - | 30,00 | - | 40,00 | - | 50,00 |
| Musical MP- Foreign | - | 20,00 | - | 25,00 | - | 30,00 | - | 30,00 | - | 40,00 | - | 50,00 |
| Series- Foreign | - | 20,00 | - | 25,00 | - | 30,00 | - | 30,00 | - | 40,00 | - | 50,00 |
| Musical Series - Foreign | - | 20,00 | - | 25,00 | - | 30,00 | - | 30,00 | - | 40,00 | - | 50,00 |
| Motion Picture (Animation / Cartoon)-Domestic | - | - | - | - | - | 100,00 | - | - | - | - | - | 100,00 |
| Series (Animation / Cartoon)- Domestic | - | 100,00 | - | 100,00 | - | 100,00 | - | 100,00 | - | 100,00 | - | 100,00 |
| Documentary (Synchronous)- Foreign | - | 20,00 | - | 25,00 | - | 30,00 | - | 30,00 | - | 40,00 | - | 50,00 |
| Documentary (Asynchronous)- Foreign | - | 20,00 | - | 25,00 | - | 30,00 | - | 30,00 | - | 40,00 | - | 50,00 |
| In-theater Motion Picture- Foreign | - | - | - | - | - | 300,00 | - | - | - | - | - | 300,00 |
| Vizyon Müzikal Sinema Filmi- Yabancı | - | - | - | - | - | 300,00 | - | - | - | - | - | 300,00 |
| In-theater Musical Motion Picture - Foreign | - | - | - | - | - | 300,00 | - | - | - | - | - | 300,00 |
| In-theater Motion Picture (Animation / Cartoon) - Domestic | - | - | - | - | - | 300,00 | - | - | - | - | - | 300,00 |
| Animation Music Clips (Shorts) | - | - | - | - | - | - | - | - | - | - | - | - |

(*For Vision Cinema Film-Foreign and Vision Musical Cinema-Foreign Category Voice-Over Projects to be broadcast only in the cinema (only the right to cinema acquired) Fixed Minimum Performance Fee for Extra / Rhubarb is applied as 200.00 TL.