

## 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.
- Director (Artistic Director) : The Director is the person responsible for the general recording and management of the Dubbing Work/Project, its artistic quality, recording process as well as the selection of the dubbing actors to take part in the Dubbing Work/Project (together with the casting director, if any), their performance and harmony.
- Casting Director : The person assigned by the Studio to make the selection of the Casting of the Dubbing Works/Projects.
- Casting Process/Selection : Choosing the right dubbing actor for the role to be dubbed.

- Match** : Every two-line section of the lines in the text of a Dubbing Work/Project on vertical A4 paper..
- 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, within the scope of the Code of Intellectual and Artistic Works (FSEK), 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 Turkis
- 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 (Animation/Cartoon) -Domestic : 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.

- In-Theater Musical Motion Picture (Animation/Cartoon) - Domestic : 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.
- 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 (Animation/Cartoon)-Domestic : 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.
- 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 financial 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 the required payment for the 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 the required payment for the 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.
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 (with the exception of the required payment for the transfer of related rights) 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;

- 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 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; if consists of no more than 5 different roles and less than 15 matches in the totality of all roles, the dubbed role is "extra" (figuration); if it involves the dubbing of decipherable lines and shouts in crowded scenes, the dubbed role 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 on February 01, 2021. Further updates to this Protocol may be made through 'Additional Protocols'. These Additional Protocols are an integral part of this Protocol. The "Consolidated" version of the Protocol resulting from the updates made through additional protocols shall be deemed to have been accepted by all Parties and shall be announced to the Parties and the Public by the Actors' Union.

### **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. Definement*

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, Trailer and Test.* Promo, Trailer, Test and similar promotional, audition etc. materials are subject to a fee. If the studio has used the voice actor's recordings within the Voice Over Work / Project in the Promo, Trailer (Trailer) voiceover and has not received any recordings from the voice actor, the voice actor is not paid. Likewise, if the studio has sent the voice

actor's voice from the sound bank data to the selection institution for the test and has not received any recordings from the voice actor, the voice actor will not be paid. However, if a recording is received from the voice actor for these materials, either in the studio or as a home recording, the voice actor will be paid. Promo fees will be determined mutually between the studios and the voice actors and in proportion to the fee of the relevant work in the tariff in this protocol. Trailer and Test base fees are as shown in **ANNEX-1**.

#### *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. Definement*

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, Minimumd 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. Definement*

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.

#### **4.5. Fee for the “studio visit only for incomplete-revision (etc.) recording”**

If the studio calls the artist to the studio only for 'incomplete, revision, etc.' recording, the studio pays a fee to cover the artist's transportation expenses. This fee is regulated in the annexes of the protocol and is automatically updated every year by the annual transportation hike (the highest total increase in public transportation within the year) made by UKOME (Transportation Coordination Office) under IBB (Istanbul Metropolitan Municipality).

## **5. RIGHTS AND TRANSFER OF RIGHT PRACTICES**

### **5.1. Rights**

#### *5.1.1. Definement*

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 as well as all the related regulations 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, under the condition of the proper payment being done, 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. *Definiment*

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. Dubbing actors may transfer their financial rights listed above on the performance of the work solely to the producer, publisher and/or distributor organization holding the broadcasting rights of the work. In any case, the person who wants to dispose of the financial rights, should inform on the contract / declaration / consents to be made about the financial rights, etc. in terms of all kinds of legal transactions, the nature of the rights to be transferred / used to the dubbing artist, the duration of the rights and by whom (by specifying the title of the legal person) in which media will be used. After the information is given, in the contracts / financial rights transfer protocols / consent forms / declarations etc. to be made regarding the financial rights, the nature of the rights, the period of use, by whom they will be used, and how they can be transferred to others shall be included in "bold and 12-point font". For the transactions to be evaluated within the scope of the resale of the Dubbing Works/Projects other than the Dubbing Works/Projects in which the "Cinema Rights Included" and "Cinema Rights Excluded" Collectively (all-inclusive) Rights are transferred 'Indefinitely', the voice actor is notified in writing and a resale agreement is signed by paying the resale fee to the artist. The dubbing actor cannot be requested or forced to take any action that may mean a duplicate transfer for the same work/project. In the individual contracts to be made regarding financial rights, the address to which notifications to be made in writing will be sent (open residence address or e-mail address, etc.) shall be clearly included.

### 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 the type contracts, business registration forms and similar documents prepared by the The Actors' Union and approved by the Studios.

### *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.

### *7.1.6. Rules for the Extras-Rhubarb Category*

The general principle for Extras-Rhubarb recordings is to pay per piece/project. The fixed fees per piece/project are shown in **ANNEX-3**. However, in cases where a

certain group of dubbing actors are made to perform only rhabarb and do not speak any extras (figuration) role, payment can be made according to the hourly-daily payment method. If the hourly-daily payment method is to be used in this way, the approval of all dubbing actors who will work in the rhabarb category must be obtained. The fixed wages to be used in the hourly-daily payment system are shown in **ANNEX-3**. If the dubbing actor is employed only for rhabarb dubbing with hourly-daily payment method and “Theatrical (Vision)” projects (Vision Motion Picture-Native/Foreign, Vision Musical Motion Picture-Native/Foreign, etc.) is included in the Dubbing Works/Projects, the relevant hourly-daily wage for that day is multiplied by two.

A dubbing actor can dub a maximum of 5 different roles in the extras (figuration) category and the total number of matches of these roles should not exceed 15. If this number exceeds 15 matches, remuneration is made from the 3rd Grade Role Category. When calculating the number of matches; every 2 lines in a Match is considered as 1 Match. (For example, if there are 10 lines in 1 Match, the Match there is calculated as "5 Matches")

#### *7.1.7. Recommendations on Song Recordings*

The advisory code of practice for song recordings is shown in **ANNEX 4**.

## **7.2. Breakdown and Revision**

### *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*

For Dubbing Works/Projects, the first two revisions to be made by the Dubbing Actors before the first broadcast of the Project, for the purpose of recording the changes to be made by the studio once and by the customer once, are free of charge. Any revisions that may occur for reasons other than these are subject to a fee. In addition, if the number of revisions to be made by the studio and/or customer exceeds two, subsequent revisions will be charged. Revision fees will be determined mutually between the studios and the voice actors and in proportion to the fee of the relevant work in the tariff in this protocol.

## **7.3. Merit**

### *7.3.1. Description*

The principles regarding merit in this protocol are not intended to interfere with the selection of dubbing actors by the dubbing studios, but only to protect and improve the quality of performance of the dubbing profession, which is an artistic performance.

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

In this framework; the following merit principles and rules have been agreed upon in order to ensure the correct usage of Turkish language, to deliver correct and high quality dubbing performances to the audience and to maintain quality within the framework of the principle of professional experience. The parties agree and undertake that they will show maximum effort in this regard and that they will apply these rules in the most diligent manner for the development of the sector and the protection of quality.

### *7.3.2. Trainee Dubbing Actor*

Dubbing Actors who have just started their professional life or have not completed 1 year in the profession are considered as "Trainee Dubbing Actors" until they complete 1 year. While evaluating the start of the profession, the date of starting to work by establishing a professional business and wage relationship in a professional dubbing studio working on dubbing projects included in this protocol will be taken into consideration. If there are controversial situations in terms of the determining the starting date of the profession when this protocol enters into force, these will be clarified by a joint decision to be made by the Parties.

### *7.3.3. Trainee Dubbing Actors Working / Employment Principles*

As a general principle, Trainee Dubbing Actors should only work in the Rhubarb and Extras (Figuration) category until they have completed 6 months in the profession,

and in the 3rd grade role category until they have completed 1 year, and should not dub roles belonging to a category other than these categories. They should not participate in the tests (voice test, audition, etc.) required for the lead role category for 2 years from the moment they start working and should not dub Lead Role. However, care should be taken to give the trainee dubbing actors opportunities to improve themselves according to their abilities within 1 year - except for the lead and 2nd degree role. The merit/talent evaluation of the trainee dubbing actors should be made by the directors. The Actors' Union accepts and undertakes to take initiative for the professional development of the trainee dubbing actors. In this context, the "Professional Development and Evaluation Program for Trainee Dubbing Actors" will be established by the Actors' Union as soon as possible.

#### *7.3.4. Exceptional Practices for Trainee Dubbing Actor Work / Employment*

In the event that a special request is received from the broadcasting institution or production company that owns the work for a work to be performed by the Dubbing Studios, or if the Dubbing Studios deems it necessary for artistic reasons, subparagraph 7.3.3. of this protocol may not be applied in the selection of the Dubbing Actor, provided that it does not restrict artistic creativity and does not permanently damage the rules in this protocol.

### **7.4. Administration of Recordings, Director (Artistic Director) and Casting Director**

#### *7.4.1. Administration of Recordings and Casting*

The director is responsible for the direction and management of the recordings, the overall quality of the dubbing, the correct use of language, the performance of the dubbing actor in the overall work and the harmony with the other dubbing actors. In this context, the director should be familiar with all the processes of the dubbing project.

Care should be taken to ensure that Casting Directors are especially chosen among those who have previously worked as directors or assistants and who know the dubbing actors and their voice characteristics in the sector.

In addition, in order to maintain the quality of the dubbing, maximum care should be taken to give the director the opportunity to watch the work to be dubbed in advance and to master it.

#### *7.4.2. Remuneration of the Director*

If the director receives his/her fee per project, it is recommended that the fee in question should not be less than 3 times the total net minimum fee of the lead role for each project.

In the event that the persons who direct the Dubbing Projects also take part as a Dubbing Actor in the dubbed work, the Total Net Minimum Fees and Individual Prominence Remuneration to be paid to them are calculated and paid as specified in this protocol.

The resale right fee arising from the resale of the Dubbing Project shall be paid to the director.

## **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 separately 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. Decisions here will be taken unanimously. If the parties fail to agree on the articles of the protocol to be revised by



January 15th of each calendar year, only the increases in the Per Minute Minimum Performance Fee and Fixed Minimum Performance Fee specified in paragraph 9.2. of this protocol will be applied, provided that the other articles of the agreement remain unchanged.

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

Per Minute Minimum Performance Fee and Fixed Minimum Performance Fee are determined annually by unanimous agreement of the parties. If the parties fail to reach a unanimous agreement by January 15th of each calendar year, then the automatic update rate will take effect. The automatic update rate shall be the same as the official "Consumer Price Index (CPI) Annual Percentage Change" rate announced by the Turkish Statistical Institute (TurkStat) in January of each calendar year.

### **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. OTHER ISSUES**

### **10.1. 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.

### **10.2. 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

### **10.3. 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.

### **10.4. 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.

#### **10.5. Artificial Intelligence**

The Parties undertake to take joint steps to prevent artificial intelligence-based technologies and applications from harming our industry and industry workers.

#### **10.6. 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.

#### **10.7. 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.

#### **10.8. Effective Date**

This protocol will enter into force on 01 February 2021.

#### **10.9. Number of Articles and Annexes of the Protocol**

This protocol includes 10 (ten) articles and 4 (four) Annexes.



**ANNEX-1: PER-MINUTE MINIMUM PERFORMANCE FEES AND FIXED MINIMUM PERFORMANCE FEES (EXTRA / RHUBARB EXCLUDED) (TL) (As of January 1, 2024)**

Dubbing Project	Lead		2. Grade		3. Grade		Sole Narrator		Announcer	
	Per Min Minimum Perf. Fee	Fixed Minimum Perf. Fee	Per Min Minimum Perf. Fee	Fixed Minimum Perf. Fee	Per Min Minimum Perf. Fee	Fixed Minimum Perf. Fee	Per Min Minimum Perf. Fee	Fixed Minimum Perf. Fee	Per Min Minimum Perf. Fee	Fixed Minimum Perf. Fee
Motion Picture-Foreign	7,60	-	4,34	-	2,90	-	26,00	-	-	-
Musical MP- Foreign	7,60	-	4,34	-	2,90	-	26,00	-	-	-
Series- Foreign	7,60	-	4,34	-	2,90	-	26,00	-	-	-
Musical Series - Foreign	7,60	-	4,34	-	2,90	-	26,00	-	-	-
Motion Picture (Animation / Cartoon)-Domestic	130,00	-	77,50	-	45,25	-	-	-	-	-
Series (Animation / Cartoon)- Domestic	130,00	-	77,50	-	45,25	-	-	-	-	-
Documentary (Synchronous)- Foreign	7,60	-	4,34	-	2,90	-	26,00	-	-	-
Documentary (Asynchronous)- Foreign	5,45	-	3,05	-	2,20	-	26,00	-	-	-
In-theater Motion Picture- Foreign	43,00	-	26,00	-	15,10	-	150,00	-	-	-
In-theater Musical Motion Picture - Foreign	43,00	-	26,00	-	15,10	-	150,00	-	-	-
In-theater Motion Picture (Animation / Cartoon) - Domestic	130,00	-	77,50	-	45,25	-	-	-	-	-
In-theater Musical Motion Picture (Animation / Cartoon) - Domestic	130,00	-	77,50	-	45,25	-	-	-	-	-
Trailer	750,00		500,00							
Test	300,00		300,00		300,00					

## ANNEX-2 TRANSFER OF RIGHTS RATIOS

### INDIVIDUAL TRANSFER OF RIGHTS (TOR) PERCENTAGES(\*)

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

<b>TOR Terms</b>	<b>TOR PERCENTAGE</b>
<b>2 Years</b>	80%
<b>3 Years</b>	110%
<b>5 Years</b>	160%
<b>Idefinite</b>	200%

#### ALL INCLUSIVE (THEATRICAL) TOR PERCENTAGES

<b>TOR Terms</b>	<b>TOR PERCENTAGE</b>
<b>2 Years</b>	100%
<b>3 Years</b>	140%
<b>5 Years</b>	160%
<b>Idefinite</b>	200%

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

Dubbing Project	FOR DUBBING PROJECT WITH A TERM OF TRANSFER-OF-RIGHTS SHORTER THAN OR EQUAL TO 3 YEARS						FOR DUBBING PROJECT WITH A TERM OF TRANSFER-OF-RIGHTS LONGER THAN 3 YEARS					
	BROADCAST TIME						BROADCAST TIME					
	<= 22"		23" - 45" Arası		46" ve Üzeri		22" Kadar		23" - 45" Arası		46" ve Üzeri	
	Per Min	Fixed	Per Min	Fixed	Per Min	Fixed	Per Min	Fixed	Per Min	Fixed	Per Min	Fixed
	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum
	Perf.	Perf.	Perf.	Perf.	Perf.	Perf.	Perf.	Perf.	Perf.	Perf.	Perf.	Perf.
	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee
Motion Picture-Foreign	-	87,00	-	107,00	-	129,50	-	129,50	-	172,00	-	216,50
Musical MP- Foreign	-	87,00	-	107,00	-	129,50	-	129,50	-	172,00	-	216,50
Series- Foreign	-	87,00	-	107,00	-	129,50	-	129,50	-	172,00	-	216,50
Musical Series - Foreign	-	87,00	-	107,00	-	129,50	-	129,50	-	172,00	-	216,50
Motion Picture (Animation / Cartoon)-Domestic	-	-	-	-	-	432,00	-	-	-	-	-	432,00
Series (Animation / Cartoon)-Domestic	-	432,00	-	432,00	-	432,00	-	432,00	-	432,00	-	432,00
Documentary (Synchronous)-Foreign	-	87,00	-	107,00	-	129,50	-	129,50	-	172,00	-	216,50
Documentary (Asynchronous)-Foreign	-	87,00	-	107,00	-	129,50	-	129,50	-	172,00	-	216,50
In-theater Motion Picture-Foreign (*)	-	-	-	-	-	1.295,00	-	-	-	-	-	1.295,00
In-theater Musical Motion Picture - Foreign (*)	-	-	-	-	-	1.295,00	-	-	-	-	-	1.295,00
In-theater Motion Picture (Animation / Cartoon) - Domestic	-	-	-	-	-	1.295,00	-	-	-	-	-	1.295,00
In-theater Musical Motion Picture (Animation / Cartoon) - Domestic	-	-	-	-	-	1.295,00	-	-	-	-	-	1.295,00

*(\*)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 862TL.*

*Fee for the "studio visit only for incomplete-revision (etc.) recording": 200 TL*

**B - FIXED HOURLY/DAILY FEES: ONLY RHUBARB (TL) (i)**

Seslendirme Projesi	Dubbing Actors working as employees						Dubbing actors working as self-employed					
	MESAI SÜRESİ						MESAI SÜRESİ					
	2 SAAT		4 SAAT		8 SAAT		2 SAAT		4 SAAT		8 SAAT	
	Saat Başı Taban Yevmiye	Taban Yevmiye	Saat Başı Taban Yevmiye	Taban Yevmiye	Saat Başı Taban Yevmiye	Taban Yevmiye	Saat Başı Taban Yevmiye	Taban Yevmiye	Saat Başı Taban Yevmiye	Taban Yevmiye	Saat Başı Taban Yevmiye	Taban Yevmiye
If no theatrical work/project is included in the daily job list	-	300,00	-	500,00	-	1.000,00	-	400,00	-	600,00	-	1.100,00
If theatrical work/project included in the daily job list	-	600,00	-	1.000,00	-	2.000,00	-	800,00	-	1.200,00	-	2.200,00

**(i) If one of the Dubbing Work / Projects in which the dubbing actor dubbed the role of Extras - Rhubarb within his daily shift; 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, Movie (Animation / Cartoon) - Domestic, Series (Animation / Cartoon) - Domestic, the relevant daily wage is calculated at least over the minimum wage rate specified for these Dubbing Projects.**

**ANNEX-4: ADVISORY PRACTICE RULES FOR SONG RECORDINGS**

The recommended application rules for Singing Voice Over Projects are as follows:

- 1- Every melodious lyric with music underneath is defined as a song.
- 2- For the remuneration of melodic lyrics with no underlying music, the singer and the studio and/or music director shall mutually agree in advance.
- 3- In the works of Digital Broadcasting Platforms, wages for vocalizing songs cannot be less than 3000 TL net per solo and 2000 TL net per choir. This amount is a base wage recommendation, it cannot be applied as a standard wage.
- 4- Song vocalizations in local/foreign Vision, Local Animation works are subject to mutual agreement and cannot be less than the above fee.
- 5- Credits and encore songs are paid for one time only and must be at least double the solo fee for that project.