

DUBBING AGREEMENT

The Danish Producers' Association and the Danish Actors' Association have entered into the following Agreement concerning employment for dubbing of cartoons etc. by members of the Danish Producers' Association.

I. Application

The present Agreement applies to lip-synchronous voice recording of audio-visual productions.

The Agreement does not apply to computer games produced by Danish producers.

II. Terms of employment

1.

The terms of employment is based on engagement for 3-hour sessions, with an option to prolong the individual session.

The producer and the performer may agree to 1- or 2-hour sessions.

2.

The contract form attached to this Agreement must be used in all cases of employment and in relation to all titles. Other contract forms may be used if they have been approved by the parties to this Agreement.

Not until such a contract has been signed by both the parties, does the producer obtain any exploitation rights.

If it is not possible to sign the contract before the commencement of the engagement, a time sheet must be filled in.

Such time sheet must comprise the following provision: "The present engagement is governed by the rules on transfer of rights of the attached Dubbing Agreement between the Danish Producers' Association and the Danish Actors' Association of 1 October 2012."

3.

If the performer is domiciled outside Denmark, it must be stated in the contract whether or not he or she is entitled to travel allowance, per diem rates, and payment for waiting days.

4.

The performer is obliged, after the last session, to appear for sessions for possible corrections and missing lines against an hourly fee as laid down in clause II.6 below.

5,

In any case of engagement for dubbing, studio fee and use fee (payment for exploitation of the production) must be paid independently.

The producer and the performer may agree to an individual supplement to the studio fee.

6.

At the time of the commencement of this Agreement, the studio fee amounts to the following:

- a) For 3-hour sessions – DKK 1,050
- b) For 1-hour sessions – DKK 525
- c) For 2-hour sessions – DKK 800

3-hour sessions may be prolonged against a payment of DKK 350 per hour commenced.

7.

The performer may dub on different projects within the same session on the condition that the same rights are purchased for each project in accordance with clause III.A below.

If the producer wishes to purchase different rights to different projects in accordance with clause III.A below, a new session is commenced in accordance with clause II.6.

8.

The performer is entitled to receive holiday allowance on the basis of the studio fee in accordance with the Holidays with Pay Act.

9.

The performer's studio fee and use fee as laid down in the contract (as well as any individual supplements) are paid in monthly arrears.

III. Use fee

The studio fee does not entitle the producer to use the performer's performance. The exploitation rights may only be obtained through paying the performer a supplement proportional to the studio fee in accordance with the below rates.

The use fee is calculated as a supplement per session to the agreed studio fee per session (excluding per diem rates, travel allowance, holiday allowance, and individual supplements).

No use fee is calculated on the basis of the fee for sessions for possible corrections and missing lines in accordance with clause II.4.

The exploitation periods laid down in the present Agreement is calculated on the basis of the first presentation of the production on cinema, TV or video, respectively.

A. Purchasing of rights

1. To obtain all rights to the dubbing for a 50-year period, a supplement of 200 % of the studio fee must be paid.
2. To obtain all TV rights to the dubbing for a 50-year period, a supplement of 75 % of the studio fee must be paid.
3. To obtain all rights to the dubbing, excluding cinema rights, for a 50-year period, a supplement of 100 % of the studio fee must be paid.

Concerning productions in regard to which there is obviously no cinema market, an assignment of all rights-agreement may be entered into, meaning that the cinema rights are also obtained against payment of the above-mentioned supplement.

4. To obtain all rights to the dubbing in connection with foreign-produced computer games for a 50-year period, a supplement of 50 % of the studio fee must be paid.
5. To obtain all rights to the dubbing, excluding cinema, TV and computer games rights, for a 50-year period, a supplement of 25 % of the studio fee must be paid.

Rights to the performance that have not been transferred under this Agreement belong to the performer.

Rights that have not been transferred can be acquired later against payment of the difference.

The rights obtained for the specified 50-year period in accordance with the present clause III.A are defined as all rights to the dubbing which the performer holds or will come to hold later in accordance with the prevailing Copyright Act, excluding such rights as have been exempted from the rights assignment through a clear agreement. There are no geographical limitations to the rights obtained.

B. Other rights

Obtaining of rights on other terms than those listed in clause III.A may only be agreed on to through direct negotiations with the Danish Actors' Association. Such an agreement is only valid if also approved by the Danish Producers' Association.

The performer retains his or her right to remuneration as laid down in clauses 13, 17, 35, and 39 of the current Copyright Act, or any such clauses as may later supplement or replace these concerning remuneration for rights that – in the present and in the future – are covered by these and new similar provisions. This also applies to the right to remuneration for the making available on demand by a third party in accordance with agreements made by Copydan associations or similar collecting societies as well as to payments from other Copydan associations or similar collecting societies (such as TV for Mariners).

The performer must be mentioned in the credits in accordance with the provisions of the Copyright Act.

IV. Dispute and termination

Disputes over the understanding of the present Agreement as well as breaches of the provisions of the Agreement must be treated in accordance with the rules laid down in other agreements between the Danish Actors' Association and the Danish Producers' Association.

The Agreement comes into effect on 1 October 2012 and remains in force until terminated by one of the parties at 3 months' notice; however, no earlier than to 30 September 2014. When the Agreement has thus been terminated by one of the parties, it is also terminated in relation to, respectively, companies and organisations that have entered into the Agreement.

Copenhagen, September 2012

The Danish Actors' Association

The Danish Producers' Association

This Agreement has been entered into by

The Danish Artists' Union

Protocol 1

The parties have agreed that a task group is to be appointed in the period of the present Agreement, the purpose of which is to look into the possibility of setting up an operational line count system to replace or supplement the payment system.

Protocol 2

The parties have agreed that a task group is to be appointed in the period of the present Agreement, the purpose of which is to address promotions ("promo") and/or trailers on DVD, TV, etc. of productions covered by the present Agreement.