

EXHIBIT 2

This Dubbing Agreement will apply to foreign language motion pictures that commence principal recording of the dubbed soundtrack on or after November 1, 2019.

NETFLIX DUBBING AGREEMENT

This Agreement (hereinafter the "Netflix Dubbing Agreement") is made by and between the Screen Actors Guild-American Federation of Television and Radio Artists (herein referred to as "SAG-AFTRA") and Netflix Studios, LLC (hereinafter "Netflix" or "Producer") who is engaged in the production of dubbed sound tracks for foreign language motion pictures.

WHEREAS, the Producer and SAG-AFTRA entered into the 2019 SAG-AFTRA-Netflix Agreement (herein referred to as the "Netflix Agreement") and;

WHEREAS, SAG-AFTRA and the Producer have agreed upon modification of the Netflix Agreement with respect to the employment of Performers and Professional Singers (hereinafter collectively referred to as "Performer(s)") for the purpose of dubbing English language sound track to be used in connection with motion pictures initially produced in a language other than English or for the dubbing of a new English language sound track to replace an English sound track which lacks the appropriate fluency in English, in accordance and upon the terms and conditions herein set forth:

THEREFORE, in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Work Definition

a. Dubbing Defined: Looping Not Included

The Netflix Agreement is modified as herein set forth, but solely with respect to the employment of Performers for the purpose of dubbing English language sound track to be used in connection with foreign language motion pictures. It is understood that "dubbing" as used in this Agreement refers to the recording of dialogue in English to substitute for dialogue in another language or the replacement of English dialogue because the original performance lacked the appropriate fluency in English. The dubbing Performer must work "to picture", synchronizing the on and off-camera dialogue of the English language script adaptation. "Looping" is not covered hereunder except, however, in circumstances where a star Performer loops his/her own performance in a foreign produced motion picture in association with dubbing Performers. Otherwise, looping and ADR work are covered by the Netflix Agreement.

b. Foreign Language Live-Action Motion Picture Defined

To qualify as a foreign language motion picture for the purpose of applying the terms and conditions of this Agreement, a motion picture must have been produced principally in a language other than English and intended for initial exhibition in a theater, on television or in New Media (as that term is defined in the Netflix Agreement) in a foreign language market. A motion

picture shall not be disqualified from being considered a foreign language motion picture if (i) the motion picture is not fully edited, with post production elements completed so that the motion picture is ready for exhibition in such the foreign language market; (ii) incidental English dialogue exists; or (iii) the dubbed version of the motion picture is exhibited on the same date that the foreign language motion picture is available.

c. **Foreign Language TV Cartoons or Animated TV Motion Pictures**

This Agreement shall apply to the English language dubbing for a foreign language animated motion picture provided that the work is performed "to picture" and a release quality sound track in a foreign language exists. The dubbing of sound track for any other animated motion picture shall be governed by the Netflix Agreement or other applicable SAG-AFTRA Agreement.

2. Compensation

a. **Performer (except as set forth in 2.b)**

Performers may be employed for the purpose of dubbing sound track on an hourly basis. Performer may perform multiple roles or may render services in connection with more than one episode of the same episodic series (or part for multi-part closed-end pictures) for the compensation set forth below.

The Performer shall be compensated at the following hourly rate for each of the first through eighth hours with a minimum daily guarantee of two hours:

Rate per hour (2 hour minimum guarantee) \$83.00
(subject to any general wage increases applicable to the Netflix Agreement)

b. **Professional Singers (applicable to animated motion pictures only)**

A Professional Singer is a person who is employed primarily to sing either as a solo or in a group requiring unison or harmony or a Performer singing along to a track in character where they are also recording that character's voice. For a session not to exceed four consecutive hours in length.

Solo and Duo	\$360.00
Groups 3 - 8	\$321.25
Groups 9 or more	\$276.50
Sweetening with or without overdubbing	100% additional
Overdubbing only	33 1/3% additional
Contractor Fee:	
3 - 8 Singers	\$160.75
9 or more Singers	\$276.50

Step-out rule is also applicable
See Basic Agreement

The rates above are subject to any general wage increases applicable to the Netflix Agreement.

c. Overtime

Overtime shall be paid based upon the minimum or individually negotiated hourly rate. The ninth and tenth hours shall be paid at time-and-one-half; all hours in excess of ten shall be paid at double-time. Work time shall be calculated in one-fourth (1/4) hour units.

d. Residuals

The Producer shall pay an additional 50% of the performer's initial compensation concurrently with payment for the session to obtain all rights, in perpetuity, to exhibit and distribute the dubbed motion picture worldwide and in all media.

e. Weekend or Holiday Work

A Performer employed hereunder shall be paid at time-and-one-half if such work is performed on a Saturday, or at double-time if such work is performed on a Sunday or a holiday designated in the Netflix Agreement. However, if such work is scheduled on a Saturday or Sunday to accommodate the schedule of the Performer, such Performer shall be compensated at straight time.

f. Crediting Prohibited

Whenever a Performer receives overscale, overtime or other adjustments to the basic wage rate required by the Agreement, such overtime or adjustments shall not reduce the Performer's guaranteed employment or guaranteed compensation. No crediting of such guarantees is permitted against any payment required by this Agreement.

3. Preference of Employment Not Applicable

The Preference of Employment provisions of the Netflix Agreement will not be applicable to this Netflix Dubbing Agreement.

4. Netflix Agreement Applicable

"Other than as expressly modified herein, all provisions of the Netflix Agreement are to remain in full force and effect and shall be binding upon the parties for the full term of this Agreement.

5. Producer as Contractor

Should Netflix engage a contractor to make the sound track for any motion picture, then Netflix shall assume direct responsibility for Performers being hired under the terms of this Netflix Dubbing Agreement or have the contractor sign a Letter of Adherence to this Netflix Dubbing Agreement.

6. Term of Agreement

The term of this Dubbing Agreement shall run concurrently with the term of the Netflix Agreement.

7. Pension and Health

- a. The Producer is hereby made a party to and is bound by the provisions of the SAG-AFTRA Health Plan and Screen Actors Guild Pension Plan, hereinafter referred to as the "Pension and Health Plans". Each Producer shall contribute to the said Pension and Health Plans and to the Screen Actors Guild-Producers Industry Advancement and Cooperative Fund at the same percentages provided under the Netflix Agreement.
- b. The Producer agrees to execute such further instruments from time to time as the Trustees of either of said Pension and Health Plans may find necessary or desirable to effectuate the purposes of the Pension and Health Plans or the Producer's obligations with respect to them.

8. Late Payment

- a. Session payment shall be due by the end of the payroll week following each week during which services are rendered.
- b. In the event the Producer fails to make any payment when the same is due in accordance with the provisions of this Netflix Dubbing Agreement, the following cumulative liquidated damage payment shall be due and payable to the Performer for each day, beginning with the day following the date of default:

\$3.00 per day

up to a maximum damage payment of \$75 (25 days); provided, however, that Saturdays, Sundays and legal holidays which the Producer observes shall not be included, and further provided that the damage shall not be invoked or payable when the Performer is at fault for failure to complete a tendered W-4 form or when the Performer, having been furnished an engagement contract on or before the day of employment, fails to return the signed contract promptly, or where there is a bona fide dispute as to compensation. The Producer must pay any undisputed amount on time.

9. Standard Form Contract

A standard employment contract in substantially the same form as Addendum A hereto shall be used for all engagements hereunder and shall be given to the Performer a reasonable time prior to performance. In case of grievances, disputes or alleged disputes hereunder, Netflix will file copies thereof with SAG-AFTRA.

10. Screen Credits and Billing

Screen credits and billing for Performers shall be at Netflix's sole discretion except as agreed to between a Performer and Netflix.

In witness hereof, the parties have executed this Agreement.

By _____
Producer Signature

By _____
SAG-AFTRA

Netflix Studios, LLC
Stephen Carroll
Director and Head of Labor Relations

SAG-AFTRA
David White
National Executive Director

Address: 5808 W. Sunset Blvd.
Los Angeles, CA 90028

Address: 5757 Wilshire Blvd., 7th Floor
Los Angeles, CA 90036

Date: _____

Date: _____