

Audiovisual Producer Contract

Videorights S.r.l. - Via San Bernardino n. 1, 20122 Milano
(hereinafter, "Videorights")

Milan, ___/___/___

The undersigned: First Name (Legal Representative) _____ Surname (Legal Representative) _____

Company name _____ Registered Office address _____ Company Number Registration _____
(hereinafter, "Producer")

appoints Videorights to act on his behalf to manage its rights with regard to his Repertoire under the following conditions:

WHEREAS:

- A. Producer is the holder (by original or derivative acquisition), or manages, or disposes of some of exploitation rights, as provided for by the prevailing laws, with regard to its Repertoire;
- B. Videorights is an Independent Management Entity enrolled in the AGCOM list provided by Art. 40, paragraph 3 of Legislative Decree n. 35/2017, and as such authorised to collectively manage, collect and distribute in Italy and worldwide, among others, the exploitation rights referred to cinematographic or audiovisual works, videograms or similar works on behalf of relevant rightsholders who have entrusted it;
- C. Producer intends to give Videorights a mandate – without power of representation – for the execution of activities as per Art. 2 of this Contract, under the following conditions;

NOW, THEREFORE, in consideration of the recitals above (which constitute an integral part hereof) and mutual premises herein contained, Producer and Videorights hereby agree as follows:

ART. 1 – DEFINITIONS

The following expressions shall have the meaning set out below.

"Entrusted Activities" means the activities listed in Art. 2 the execution of which is entrusted to Videorights under the conditions set forth in this Contract.

"Repertoire" means all the Audio-visual Works and/or Videograms, with regard to which the Producer has to date and in the future purchased, for whatever reason, temporarily or definitively, or manages or disposes of the Managed Rights, and which will gradually be documented by the Producer to Videorights pursuant to Art.6.2.a).
"Managed Revenues" means any revenue accrued or to be accrued by the Producer in connection with the Managed Rights.

"Managed Rights" means the rights listed in Art. 3, in relation to which the Producer requires Videorights to carry out the Entrusted Activities.

"L.D.A." means the Italian Copyright Law contained in Law n. 633 of 22 April 1941 and its subsequent additions and modifications.

"Audiovisual Works" means cinematographic and assimilated works, audiovisual works and sequences of moving images, including all the works better defined under Art. 2 of Law n. 220 of 14 November 2016 (such as, for example: film works, TV films, dramas, soap operas, documentaries, sit-coms, cartoons, videoclips) in respect of which the Producer confers this mandate, as the owner of at least one of the Managed Rights and/or in any case as the person entitled to the payment of any related fees.

"Audiovisual Producer" means the natural or legal persons as per Art. 78-ter L.D.A. who are the holders (by original or derivative acquisition) of exploitation rights on Audio-visual Works or on Videograms, as well as their successors and successors in title, in any capacity.

"Regulation" means the Producer Regulation approved in compliance with Art. 2.4 of its Statute and published on Videorights' website (www.videorights.it), and its subsequent addition and modifications.

"Personal Data Form" means the form available through the website of Videorights, containing the personal information, the contact addresses, the bank code as well as any other similar data relating to

the Producer which is necessary for the best fulfilment of this Contract by Videorights.

"Statute" means Videorights' Statute.

"Territory" means the world.

"Videograms" means the fixation or incorporation of an Audio-visual Work to whatever videographic support, known to date or invented in the future, therein including those as better specified in the Regulation.

ART. 2 – OBJECT – ENTRUSTED ACTIVITIES

With regard to the Managed Rights, to the Repertoire and to the Territory, the Producer confers a mandate to Videorights - without power of representation and on an exclusive basis - for the execution of the following activities:

- (a) to negotiate and stipulate agreements with users of Audiovisual Works or with Collective Management Organisations (CMOs), Independent Management Entities (IMEs), or with any company, organization, trade association and/or entity in charge – on a collective and/or individual basis – of managing Managed Rights and/or collecting and distributing of Managed Revenues;
- (b) to ascertain and control the revenues due to the Producer for the economic exploitation of his/her Audiovisual Works and carry out all the fulfilments and formalities required in relation to subjects, companies and entities in general (i) with which the Producer has concluded contracts for the economic exploitation of Audiovisual Works or (ii) that for any reason use the Audiovisual Works or (iii) to which the Producer has previously conferred a different mandate and/or to which he/she adheres in any capacity, on a collective and/or individual basis, for the management of Managed Rights;
- (c) to collect all the Managed Revenues due to the Producer in relation to the activities referred to in letters (a) and (b) above, included any revenue already accrued and not yet paid to the Producer, as well as any revenue that shall accrue, on accrual basis, until the last year of duration of this Contract pursuant to Art. 7 below;
- (d) according to the Regulation, to distribute Managed Revenues (as described above) between the Producer and any other rights-holder, including any other Italian or foreign Producer, even if he/she has not appointed Videorights;
- (e) to implement and perform - also by entering into contracts with third parties - commercial, administrative, IT and technical services necessary, instrumental or useful for the best management of Managed Rights and for the performance of this Contract;
- (f) to take any appropriate and necessary initiative - including to claim before a court, even seeking for provisional remedies - to protect the Managed Rights and the Repertoire and, more in general, to ensure the timely collection of the Managed Revenues and to prevent any form of illegal infringement of the Repertoire's exploitation.

ART. 3 – MANAGED RIGHTS

The Entrusted Activities under this Contract refers to the management of the following rights:

- (a) as per Art. 71-septies and 71-octies L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right



to receive compensation for private copying of Audiovisual Works;

- (b) the Audio-visual Repertoire broadcasting and rebroadcasting rights (by cable and/or satellite), the administration and remuneration of which be performed collectively through collective management societies, however named in the individual countries of the Territory.
- (c) any other right, however named, concerning economical exploitation of the Repertoire, such as, by example, the rental right, the lending right and the public broadcasting rights, provided the same to be managed and/or distributed collectively in the individual countries of the Territory.
- (d) any other right similar to those referred above owned by the Audiovisual Producers according to the laws (current or future, also in compliance with the relevant Italian or foreign legislative or regulatory modifications) and to which the Producer is in any case entitled in the individual countries of the Territory.

ART. 4 – LIMITATIONS OF THE CONTRACT

4.1. The Producer has the right to amend and modify this Contract anytime in respect of the Entrusted Activities and/or the Managed Rights and/or the Repertoire and/or the Territory by means of registered letter or certified e-mail.

4.2. The above-mentioned modifications shall take effect from January 1st of the immediately following year provided that Videorights has been informed of such modifications within August 31th of each year.

ART. 5 – REGULATION, MODIFICATIONS, PRODUCERS' WITHDRAWAL

5.1. The Producer acknowledges and accepts that: (i) Videorights shall fulfil this Contract according to the Regulation's rules; (ii) any and all activities under this Contract may be performed not only in the interest of the Producer, but, at the same time, also in the interest of any other Italian and/or foreign Producer as well as their possible successors in title, even in the absence of agreements similar to this Contract.

5.2. The Regulation shall be automatically amended in order to implement the amendments decided according to the Statute, starting from the date of publication of the amendment on Videorights' website (www.videorights.it), without the Producer's right to object to anything in this regard, without prejudice to his/her right of withdrawal as per Art. 5.3.

5.3 In case of modifications to the Regulation, the Producer may withdraw from this Contract by notifying Videorights by means of a registered letter or with certified e-mail within 3 (three) months from the modifications' effective date. Such withdrawal shall take effect from January 1st of the immediately following year.

ART. 6 – RIGHTS AND OBLIGATIONS OF THE PRODUCER

6.1. The Producer has the right to receive from Videorights:

- (a) a quarterly statement referred to the Managed Revenues collected by Videorights in the relevant quarter and due to the Producer according to the Regulation;
- (b) the payment of the revenues provided for in the above letter (a);
- (c) on specific request of the Producer, the essential information concerning the agreements that Videorights has signed with third parties in execution of this Contract and whose object are the Managed Rights referred to the Repertoire, except for confidential commercial information included in such agreements.

6.2. The Producer undertakes:

- (a) to provide Videorights with the Personal Data Form and with any kind of information concerning the Repertoire, as well as to regularly and opportunely update all the information already provided, possibly in electronic form;
- (b) if necessary, to provide Videorights with any kind of supporting documentation in order to take any appropriate and necessary initiative - including to claim before a court - to protect the Managed Rights and the Repertoire and for the collection of the Managed Revenues;
- (c) to provide Videorights with any additional document necessary to confirm and legitimate, to third-parties who request it, the activities carried out in accordance with this Contract;
- (d) to pay Videorights the administration fee as per Art. 9;
- (e) not to transfer to any third parties its fees accrued in relation to this Contract, without having previously received a written consent by Videorights.

6.3. The Producer guarantees the truthfulness and completeness of the statements as per premise A, as well of the information and documents supplied according to Articles 6.2 a), b) and c) and undertakes to fully indemnify and hold Videorights harmless against any damage or prejudicial consequence which Videorights may suffer as a result of untruthfulness, inaccuracy or incompleteness of its declarations.

ART. 7 – DURATION

Save for the provisions of the Regulation, this Contract takes effect from the date of receipt by Videorights and for an indefinite period. Both the Producer and Videorights may withdraw from this Contract anytime - by means of a registered letter or by certified e-mail - by giving a 6 (six) months' notice period. If compliant with the notice period, the withdrawal shall take effect from the immediately following December 31st.

ART. 8 – EFFECTS OF THE CONTRACT'S TERMINATION ON AGREEMENTS MENTIONED IN ART. 2 (a)

From the date of effectiveness of this Contract's expiration, all agreements signed by Videorights according to Art. 2(a) and in force at the time of this Contract's expiration will expire with respect to the Producer. Any and all revenues earned by the Producer and referred to the period of validity of this Contract - even if collected after the expiration date - will be distributed as provided for in this Contract and in the Regulation; therefore, the Producer shall pay Videorights the administration fee also on such revenues, as per Art. 9.

ART. 9 – ADMINISTRATION FEE

9.1. As compensation for the services rendered by Videorights, the Producer undertakes to pay Videorights (i) a 12,50 % (twelve and fifty per cent) administration fee on the Managed Revenues collected by Videorights in Italy and (ii) a 15 % (fifteen per cent) administration fee on the Managed Revenues collected by Videorights in every other country in the world and due to the Producer - as defined in the Regulation - plus VAT, if applicable.

9.2. Such fee provided for in this Art. 9 shall be paid to Videorights by the Producer on a quarterly basis upon the receipt of Videorights' statement of the Managed Revenues due to the Producer and collected by Videorights and of adequate accounting document - as better indicated in the Regulation.

9.3. Videorights shall have the right to set off its own credit for the administration fee (provided for in this Art. 9) with the Producer's credits provided for in Art. 6.1 (b).

ART. 10 – APPLICABLE LAW AND JURISDICTION CLAUSE

10.1. This Contract shall be governed by and construed in accordance with the laws of Italy.

10.2. With regard to any and all disputes deriving from this Contract - included those concerning its validity, interpretation, execution and termination - the jurisdiction is exclusively granted to the Court of Milan.

ART. 11 – MODIFICATIONS, COMMUNICATIONS, MISCELLANEOUS

11.1. Any modification or addition to this Contract's provisions shall be effective only if done in writing.

11.2. Any communication or notice required or contemplated hereunder shall be made in writing by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt, and shall be sent to the addresses specified below or in accordance with this Art. 11:

- If to the Producer, to the addresses included in the Personal Data Form;

- If to Videorights, at Videorights S.r.l., Via San Bernardino 1 – 20122-Milano, PEC: videorights_produuttori@legalmail.it.

ART. 12 – PERSONAL DATA PROCESSING

12.1 The Author acknowledges that the conclusion and execution of this Contract involve the processing of his/her personal data, in compliance with the applicable EU/national data protection law.

12.2 The terms and conditions governing such data processing are provided for in the privacy policy attached to this Contract, to be signed by the Author by way of receipt.

12.3 Videorights shall inform the Author of any significant amendment of the data processing. In any event, an up-to-date version of the privacy policy shall be available anytime on Videorights' website (www.videorights.it).

The Producer



As per Artt. 1341 e 1342 of Italian Civil Code, the Producer declares to specifically approve the following provisions: Artt. 4 (Limitation of the Contract), 5 (Regulation), 6 (Rights and obligation of the Producer), 7 (Duration), 8 (Effects of the Contract's termination on the agreement mentioned in Art. 2(a)), 9 (Administrative fees) and 10.2 (Jurisdiction clause), 11 (Modifications, Communications, Miscellaneous) and 12 (Personal Data Management). Furthermore, for the same purpose the Producer declares to have read the Regulations approved on 5 October 2017 and published on 25 October 2017 on the website of Videorights (www.videorights.it), and specifically to have read the following provisions: 2.3 (Conferral of the Mandate – Object), 3.7 (Producer's Documentation), 4.4 (Execution of the Mandate - Management and collection of the revenue), 5.8 (General provisions), 8.1 (Contestation of the statement).

The Producer
