



## Audiovisual Works Author's Heir Contract

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

Milan, \_\_\_/\_\_\_/\_\_\_

The undersigned: First Name \_\_\_\_\_ Surname \_\_\_\_\_ Pseudonym \_\_\_\_\_

Born in \_\_\_\_\_, on \_\_\_/\_\_\_/\_\_\_ (hereinafter, "Heir")

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

### WHEREAS:

- A. Heir has succeeded *causa mortis* in the Managed Rights (defined below) previously owned by Mr./Mrs. \_\_\_\_\_ (hereinafter, the "Author"), who was the author or co-author of Managed Works and, in such quality, was also the co-author of Audiovisual Works ;
- B. Heir declares to have the total and exclusive ownership of the Managed Rights and the Repertoire (as defined below) and that he/she can freely dispose of them for the purposes of this Contract.
- C. Mrights is a Collective Management Organisation (CMO) 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 owned by authors with respect to the works created by them and to their assignees under any title, included in particular the Managed Works and the Audiovisual Works;
- D. Heir is willing to grant Mrights a mandate – without power of representation – for the execution of activities as per Art. 2 hereof, under the following conditions.

**NOW, THEREFORE, in consideration of the foregoing (which constitute an integral part hereof) Heir and Mrights 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 Mrights under the conditions set forth in this Contract.

**"Repertoire"** means all the Managed Works and the Audiovisual Works created by the Author, even if in collaboration with third parties, covered by this Contract, which will gradually be documented by the Heir to Mrights pursuant to Art. 6.2 (a).

**"Managed Revenues"** means any revenue accrued or to be accrued by the Heir in connection with the Managed Rights.

**"Managed Rights"** means the rights listed in Art. 3, in relation to which the Heir requires Mrights 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 Heir confers this mandate, as the owner of at least one of the Managed Rights (as author of the subject, or as author of the screenplay, or as author of the music, or as artistic director/director) and/or in any case as the person entitled to the payment of any related fees.

**"Managed Works"** means, distinctly, the subject, or the screenplay, or the music, or direction, or the translation of which the Author is the author, irrespective of whether they have been incorporated into one or more Audiovisual Works or not.

**"Regulation"** means the Author Regulation approved in compliance with Art. 3.3 of Mrights' Corporation by-laws and published on Mrights' website ([www.mrights.it](http://www.mrights.it)), and its subsequent additions and modifications.

**"Personal Data Form"** means the form available through the website of Mrights, containing the personal information, the contact addresses, the bank code as well as any other similar data relating to the Heir which is necessary for the best fulfilment of this Contract by Mrights.

**"Corporation by-laws"** means Mrights' Corporation by-laws.

**"Territory"** means the world.

### ART. 2 – OBJECT – ENTRUSTED ACTIVITIES

With regard to the Managed Rights, to the Repertoire and to the Territory, the Heir confers a mandate to Mrights - without power of representation - for the execution of the following activities:

- (a) to negotiate and stipulate agreements with users of Managed Works and 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 claim, ascertain and control the revenues due to the Heir for the economic exploitation of Managed Works and 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 Heir 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 Heir 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; or (iv) otherwise obliged, to any title, to correspond to the Heir the Managed Revenues;
- (c) to collect all the Managed Revenues due to the Heir in relation to the activities referred to in letters (a) and (b) above, included any revenue already accrued and not yet paid to the Heir, 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 Heir and any other rights-holder, including any other Italian or foreign Author, even if he/she has not appointed Mrights;
- (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. 13 L.D.A. and/or any other similar provisions set forth by foreign countries laws: the reproduction right of Managed Works, in any way and form;
- (b) as per Art 15 L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right of performance and representation of the Managed Works, in any way and form;
- (c) as per Art. 16 L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right of communication to the public of Managed Works, by wire or wireless means - through the use of one of the means of distance communication, including communication to the public by satellite, cable retransmission and encrypted communication to the public with special conditions of access, and the right of making Audiovisual Works available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them;
- (d) as per Art. 16-ter L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right to authorise the

- retransmission of TV and radio broadcasts, containing Managed Works;
- (e) as per Art. 16-*quinquies* L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right to authorise the communication to the public of TV and radio broadcasts containing Managed Works by direct injection;
  - (f) as per Art. 17 L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right to distribution of the Managed Works – to be intended as placing on the market of or circulation of or in any event making available to the public of the original Managed Works as well as of its copies, through any means and under any title, including also the release, in the EU territory and to the purpose of distribution, of any reproductions made in non-EU countries;
  - (g) as per art. 18-*bis* L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right of rental and lending of originals, copies or media of Managed Works or of Audiovisual Works as well as, in case of assignment of the rental right to a producer of phonograms or cinematographic or audiovisual works or moving image sequences, the right to fair remuneration for rental to third parties;
  - (h) 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 Managed Works and of Audiovisual Works;
  - (i) as per Art. 46-*bis* L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right to the fair compensation for any forms of exploitation of the Managed Works and of the Audiovisual Works referred to therein;
  - (j) as per Art. 107 paragraph 2 L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right to a remuneration appropriate and proportionate to the value of the exclusive rights on the Managed Works assigned or licensed for the economic exploitation of Audiovisual Works or similar protected works – including the case of lump-sum remuneration;
  - (k) as per Art. 110 – *quinquies* L.D.A. and/or any other similar provisions set forth by foreign countries laws: the right to an additional, appropriate and fair remuneration;
  - (l) any other similar right owned by the Heir referred to the Repertoire according to the laws (in force or to be in force in the future) of the country of origin or of the country of exploitation or granted by international conventions.

#### **ART. 4 – LIMITATIONS OF THE CONTRACT**

4.1. The Heir 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 1<sup>st</sup> of the immediately following year provided that Mrights has been informed of such modifications within August 31<sup>th</sup> of each year.

#### **ART. 5 – REGULATION, MODIFICATIONS, HEIR'S WITHDRAWAL**

5.1. The Heir acknowledges and accepts that: (i) Mrights 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 Heir, but, at the same time, also in the interest of any other Italian and/or foreign author 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 Corporation by-laws, starting from the date of publication of the amendment on Mrights' website ([www.mrights.it](http://www.mrights.it)), without the Heir'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 Heir may withdraw from this Contract by notifying Mrights 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 1<sup>st</sup> of the immediately following year.

#### **ART. 6 – RIGHTS AND OBLIGATIONS OF THE HEIR**

6.1. The Heir has the right to receive from Mrights:

- (a) a four-monthly statement referred to the Managed Revenues collected by Mrights in the relevant four months and due to the Heir according to the Regulation;

- (b) the payment of the revenues provided for in the above letter (a);
- (c) on specific request of the Heir, the essential information concerning the agreements that Mrights has signed with third parties in execution of this Contract and whose object are the Managed Rights referred to the Repertoire, except for confidential information included in such agreements.

6.2. The Heir undertakes:

- (a) to provide Mrights with the Personal Data Form and with any kind of information concerning the Repertoire, pointing out, in particular, for each Managed Work and for each Audiovisual Work information on the role played by the Author in relation to each Audiovisual Work in the Repertoire, as well as to regularly and opportunely update all the information already provided, possibly in electronic form; without prejudice to the aforementioned obligation, Mrights has the power to obtain the above mentioned information otherwise, for the sake of a better execution of the Contract;
- (b) if necessary, to provide Mrights 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 Mrights with any additional document necessary to confirm and legitimate, towards third parties who request it, the activities carried out in accordance with this Contract;
- (d) to pay Mrights the administration fee as per Art. 9;
- (e) not to transfer to any third parties his/her fees accrued in relation to this Contract, without having previously received a written consent by Mrights.

6.3. The Heir 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 Mrights harmless against any damage or prejudicial consequence which Mrights 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 Mrights and shall be deemed with an indefinite duration. Both the Heir and Mrights 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 31<sup>st</sup>.

#### **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 Mrights according to Art. 2(a) and in force at the time of this Contract's expiration will expire with respect to the Heir. Any and all revenues earned by the Heir 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 Heir shall pay Mrights the administration fee also on such revenues, as per Art. 9.

#### **ART. 9 – ADMINISTRATION FEE**

9.1. As compensation for the services rendered by Mrights, the Heir undertakes to pay Mrights (i) a 12,5 % (twelve and fifty per cent) administration fee on the Managed Revenues collected by Mrights in Italy and (ii) a 15 % (fifteen per cent) administration fee on the Managed Revenues collected by Mrights in the Territory and due to the Heir - as defined in the Regulation - plus VAT, if applicable. Notwithstanding the above, and limited to the activities of mere direct debiting, collection and control of the Managed Revenues, collected and processed by other collecting societies in Italy, the above-mentioned administration fee of 12,5% (twelve and fifty per cent) is reduced to 5% (five per cent).

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

9.3. Mrights shall have the right to set off its own credit for the administration fee (provided for in this Art. 9) with the Heir'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. With regard to Heirs who are or will become Mrights' shareholders, such jurisdiction shall thus prevail waiving the provisions of Article 22 of Mrights Corporation by-laws.

**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 Heir, to the addresses included in the Personal Data Form;
- If to Mrights, at Mrights S.r.l., Via San Bernardino 1 – 20122- Milano, PEC [mrightright@legalmail.it](mailto:mrightright@legalmail.it)

**ART. 12 – PERSONAL DATA PROCESSING**

12.1 The Heir 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 Heir by way of receipt.

12.3 Mrights shall inform the Heir 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 Mrights' website ([www.mrights.it](http://www.mrights.it)).

The Heir

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As per Artt. 1341 e 1342 of Italian Civil Code, the Heir declares to specifically approve the following provisions: Artt. 4 (Limitation of the Mandate) 5 (Regulation, Modification, Heir's withdrawal), 6 (Rights and obligations of the Heir), 7 (Duration), 8 (Effects of the Contract's termination on the agreement mentioned in Art. 2(a)), 9 (Administrative fees), 10 (Applicable Law and Jurisdiction clause) 11 (Modifications, Communications, Miscellaneous) and 12 (Personal Data Processing). Furthermore, for the same purposes the Heir declares to have read the Regulation currently in force and published on the website of Mrights ([www.mrights.it](http://www.mrights.it)), and specifically to have read the following provisions: 2.3 (Conferral of the Mandate – Object), 3.7 (Heir's Documentation), 4.4 (Execution of the Mandate - Management and collection of the revenue), 5.8 (General provisions), 9.1 (Contestation of the statement).

The Heir

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