



Audiovisual Publisher Contract – Audiovisual Works

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

Milan, __/__/____

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

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

appoints Mrights to act on its behalf to manage the Managed Authors' rights under the following conditions:

WHEREAS:

- A. Audiovisual Publisher is the Audiovisual Publisher of Audiovisual Works, as indicated in the gradually updated – by it to Mrights – Works Form, protected under national laws and international conventions on copyright;
- B. 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 Audiovisual Works;
- C. Audiovisual Publisher 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) Audiovisual Publisher and Mrights hereby agree as follows:

ART. 1 – DEFINITIONS

The following expressions shall have the meaning set out below.

"Authors" means the individual(s) as indicated in Art. 2 (iii) of the Statute.

"Managed Authors" means the Authors who transferred exploitation rights provided for in Art. 3.1. of Statute on at least one Audiovisual Work to the Audiovisual Publisher or who are represented by the Audiovisual Publisher

"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.

"Audiovisual Publisher" means the person who, for whatever reason, temporarily or definitively, has acquired from Managed Authors or from their assignees exploitation rights as provided for in Art. 3.1. of the Corporation by-laws on at least one Audiovisual Work, or in any case who represent one or more Authors, as defined in Art. 2 of Statute

"Repertoire" means all the Managed Works and the Audiovisual Works that are subject to this Contract, indicated in the Works Form, and in respect of which the Audiovisual Publisher has to date and in the future acquired, for whatever reason, temporarily or definitively, or manages or disposes on behalf of Managed Authors of the Managed Rights; those Audiovisual Works will gradually be documented by the Audiovisual Publisher to Mrights pursuant to Art. 6.2 (a).

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

"Managed Rights" means the Managed Authors' rights listed in Art. 3, transferred to the Audiovisual Publisher and in relation to which the Audiovisual Publisher 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 one or more Managed Authors are Authors and the Audiovisual Publisher confers this mandate.

"Managed Works" means, distinctly, the subject, or the screenplay, or the music, or direction, or the translation created by the Managed Authors, irrespective of whether they have been incorporated into one or more Audiovisual Works or not.

"Authors' Portion" means the portion of the Managed Rights belonging to Authors according to Regulation

"Regulation" means the Audiovisual Publisher Regulation approved in compliance with Art. 3.3 of Mrights' Corporation by-laws and published on Mrights' website (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 Audiovisual Publisher which is necessary for the best fulfilment of this Contract by Mrights.

"Works Form" means the form available through the website of Mrights, containing the identifying information concerning Managed Works and Audiovisual Works in respect of which the Audiovisual Publisher as the Audiovisual Publisher of the Managed Rights confers this mandate.

"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 Audiovisual Publisher 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 Audiovisual Publisher 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 Audiovisual Publisher 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 Audiovisual Publisher 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 Audiovisual Publisher in relation to the activities referred to in letters (a) and (b) above, included any revenue already accrued and not yet paid to the Audiovisual Publisher, 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 Audiovisual Publisher 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 Managed 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 Work 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 and 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 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 Managed 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 Audiovisual Publisher 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 Audiovisual Publisher 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 Mrights has been informed of such modifications within August 31th of each year.

ART. 5 – REGULATION, MODIFICATIONS, AUDIOVISUAL PUBLISHERS' WITHDRAWAL

5.1. The Audiovisual Publisher 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 Audiovisual Publisher, but, at the same time, also in the interest of any other Italian and/or foreign Audiovisual Publisher as well as their possible successors in title, even in the absence of agreements similar to this Contract (iii) the Authors' Portion referred to its own Repertoire shall be withheld and managed exclusively by Mrights to the purpose of distributing such portion to the relevant rightsholders according to Regulation.

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), without the Audiovisual Publisher'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 Audiovisual Publisher 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 1st of the immediately following year.

ART. 6 – RIGHTS AND OBLIGATIONS OF THE AUDIOVISUAL PUBLISHER

6.1. The Audiovisual Publisher 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 Audiovisual Publisher according to the Regulation;
- (b) the payment of the revenues provided for in the above letter (a);
- (c) on specific request of the Audiovisual Publisher, 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 Audiovisual Publisher undertakes:

- (a) to provide Mrights with the Personal Data Form, the Works 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 exploitation rights of the Managed Authors by the Audiovisual Publisher 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 Audiovisual Publisher 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 Audiovisual Publisher 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 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 Mrights according to Art. 2(a) and in force at the time of this Contract's expiration will expire with respect to the Audiovisual Publisher. Any and all revenues earned by the Audiovisual Publisher 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 Audiovisual Publisher 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 Audiovisual Publisher 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 Audiovisual Publisher - 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 Audiovisual Publisher on a four-monthly basis upon the receipt of Mrights' statement of the Managed Revenues due to the Audiovisual Publisher 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 Audiovisual Publisher'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 Audiovisual Publishers 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 Audiovisual Publisher, to the addresses included in the Personal Data Form;
- If to Mrights, at Mrights S.r.l., Via San Bernardino 1 – 20122- Milano, PEC mrights@legalmail.it

ART. 12 – PERSONAL DATA PROCESSING

12.1 The Audiovisual Publisher 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 Audiovisual Publisher by way of receipt.

12.3 Mrights shall inform the Audiovisual Publisher 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).

The Audiovisual Publisher

(Limitation of the Contract) 5 (Regulation, Modification, Audiovisual Publisher's withdrawal), 6 (Rights and obligations of the Audiovisual Publisher), 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 Audiovisual Publisher declares to have read the Regulation currently in force and published on the website of Mrights (www.mrights.it), and specifically to have read the following provisions: 2.3 (Conferral of the Mandate – Object), 3.7 (Audiovisual Publisher'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 Audiovisual Publisher