

ITSRIGHT S.r.l. - Verziere n. 2, 20122 Milan (Italy)  
(hereinafter, "ITSRIGHT")

Milan, / /

The undersigned:

First Name (Legal Representative) \_\_\_\_\_

Surname (Legal Representative) \_\_\_\_\_

Company name \_\_\_\_\_

(hereinafter, "PRODUCER")

appoints ITSRIGHT to act on his/her/its behalf to manage his/her/its neighbouring rights to the following conditions:

## WHEREAS

- A. PRODUCER is the holder of exploitation rights with regard to some Phonograms;
- B. ITSRIGHT is a *Collective Management Organisation* – as provided for by Legislative Decree n. 35/2017 – which manages, in Italy and worldwide, some exploitation rights held by producers and performing artists and/or musicians and/or conductors with respect to the performances fixed on Phonograms;
- C. PRODUCER intends to give ITSRIGHT 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 their mutual promises set forth and other valuable consideration, PRODUCER and ITSRIGHT hereby agree as follows.

## ART. 1 – DEFINITIONS

The following expressions shall have the meanings set out below.

**"Artists' Revenues"** means the revenues deriving from the Managed Rights, due to the artists and/or musicians and/or conductors according to the Regulation.

**"Decree n. 35/2017"** means Legislative Decree n. 35/2017 (and its successive additions and modifications) which implemented Directive 26/2014/EU "on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market".

**"L.D.A."** means the Italian Copyright Law contained in Law 22 April 1941, n. 633 and relevant amendments.

**"Managed Rights"** means the rights listed in Art. 3 that PRODUCER has entrusted ITSRIGHT to manage in his/her/its interest under this Contract.

**"Personal Data Form"** means the form available through the website of ITSRIGHT, 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 fulfillment of this Contract by ITSRIGHT.

**"Phonogram"** means the first original fixation of a music recording, or of a musical work, or of a sequence of voices and/or sounds from a performance or execution of other sounds, as better defined in the Regulation.

**"Playback"** means an out-of-commerce support containing a Phonogram (or part of a Phonogram) expressly realized to be used during an artist's exhibition, instead of using the whole and complete performance of the artist and/or of the musical background.

**"Regulation"** means the Regulation – approved in compliance with Art. 2.3 of the Statute (published on ITSRIGHT's website [www.itsright.it](http://www.itsright.it)) applicable to PRODUCER and to any other producer or rights-holder who has appointed ITSRIGHT – and its following additions and modifications as provided for in Art. 5.

**"Repertoire"** means the whole database constituted by Phonograms, Playbacks and Videograms containing fixed artistic performances produced and/or whose rights are held by PRODUCER.

**"Statute"** means the Articles of Association of ITSRIGHT.

**"Territory"** means all countries of the world.

**"Videogram"** means the original fixation of a film, or of an audio-visual work, or of a sequence of images (including Video clips) synchronized with one or more Phonograms usually for commercial uses or made available to the public - to be considered different from the Phonogram itself and, thus, separately and independently protected.

## ART. 2 – CONTRACT'S OBJECT

With regard to the Managed Rights, to the Repertoire and to the Territory, PRODUCER confers a mandate on ITSRIGHT – without power of representation and on a non-exclusive basis – for the execution of the following activities:

- (a) to negotiate and to stipulate agreements with users of Phonograms, Playbacks and Videograms or those companies and/or entities and/or societies in charge – on a collective and/or individual basis – of collecting money deriving from and/or referred to the relevant exploitations;
- (b) to collect revenues in the interest of PRODUCER with regard to the exploitation of Phonograms, Playbacks and Videograms;
- (c) according to the Regulation, to distribute the collected revenues (as described above) to the individual rights-holders, including PRODUCER and any other Italian or foreign producer and performing artist and/or musician and/or conductor, even if he/she has not yet appointed ITSRIGHT;
- (d) to take any appropriate and necessary initiative – including to claim before a court – to protect the Managed Rights and the Repertoire and, more in general, to prevent any form of illegal infringement of the Repertoire's exploitation;
- (e) to implement and to carry out – also through third parties' agreements – all administrative and technical services necessary and useful to fulfill this Contract.

## ART. 3 – MANAGED RIGHTS

This Contract specifically refers to the management of the following rights:

- (a) as per Artt. 73 and 73-bis L.D.A.: the right to receive remuneration for the public communication and diffusion of the Repertoire, with or without profit, including - but not limited to - the public diffusion by radio and/or TV broadcasting, in any way and with any kind of device; by public diffusion in discotheques and in any other public places;
- (b) as per Art. 71-septies L.D.A.: the right to receive remuneration for private copying of Phonograms and Videograms;
- (c) as per Art. 72 par. a) L.D.A.: the right to authorize the Repertoire's fixation for the sole purpose of exercising the above-mentioned rights (a), (c) and (g);
- (d) all exploitation rights of the Videograms;
- (e) all exploitation rights of the Playbacks;
- (f) as per Art. 72 par. d) L.D.A.: the right to authorize the making available to the public of the Repertoire, so that

- it can be accessed from a place and at a time individually chosen, with any device and in any way;
- (g) any other similar right held by PRODUCER and referred to the Repertoire according to current and future national and international laws.

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

4.1. PRODUCER has the right to amend and modify this Contract anytime with regard to the Managed Rights and/or the Repertoire and/or the Territory.

4.2. PRODUCER shall communicate the modifications (as per Art. 4.1.) by means of a registered letter or with the specific form available on ITRSIGHT's website in the PRODUCER's reserved area (access with *user ID* and *password*).

4.3. The above-mentioned modifications shall be communicated to ITRSIGHT within August 31st of each year and will take effect from January 1<sup>st</sup> of the immediately following year.

#### **ART. 5 – REGULATION, ARTISTS' REVENUES, MODIFICATIONS, PRODUCER'S WITHDRAWAL**

5.1. PRODUCER acknowledges and accepts that (i) ITRSIGHT will fulfill this Contract according to the Regulation's rules; (ii) all activities object of this Contract may be performed not only in the interest of PRODUCER, but also in the interest of other Italian and/or foreign producers and performing artists and/or musicians and/or conductors (or for their successors in title), although without agreements like this Contract; (iii) the Artists' Revenues referred to PRODUCER's Repertoire will be retained and exclusively managed by ITRSIGHT; in order to distribute such revenues to the individual relevant rights-holders in conformity with the Regulation, PRODUCER is obliged to supply ITRSIGHT with every useful information about the Repertoire.

5.2. Regulation shall be automatically modified – whenever modifications are approved according to the Statute – with effect from the date of the relevant approval, with no PRODUCER's right to object but with the PRODUCER's right to withdraw from this Contract in compliance with Art. 5.3.

5.3. In case of modifications to the Regulation, PRODUCER may withdraw from this Contract – by means of a registered letter transmitted within 3 (three) months from the modifications' effective date – with effect from January 1<sup>st</sup> of the immediately following year.

#### **ART. 6 – RIGHTS AND OBLIGATIONS OF PRODUCER**

6.1. PRODUCER has the right to receive from ITRSIGHT:

- (a) a four-month statement referred to the Managed Rights' revenues collected by ITRSIGHT in the relevant four-month period and due to PRODUCER, according to the Regulation;
- (b) the payment of the revenues provided for in the above letter (a);
- (c) the essential information concerning the agreements that ITRSIGHT has signed with third parties in the interest of the PRODUCER, excluding such agreements' confidential information.

6.2. PRODUCER undertakes:

- (a) to complete and deliver to ITRSIGHT the Personal Data Form and - possibly in electronic form - any kind of information concerning the Repertoire, pointing out for each Phonogram which kind of performance the artists have realized and to update all personal and repertoire data regularly;
- (b) to pay ITRSIGHT the administration fee as per Art. 9;
- (c) not to transfer to any third parties his/her/its money credits accrued in relation to this Contract, without having previously received a written consent by ITRSIGHT.

#### **ART. 7 – TERM**

This Contract becomes effective from the date of signature and is deemed with an indefinite duration. Both PRODUCER and ITRSIGHT may withdraw from this Contract anytime – by means of a registered letter and/or by registered email – respecting a 6 (six) months' notice period. The withdrawal will 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)**

Effective from this Contract's expiration date according to Art. 7, all agreements mentioned in Art. 2 (a) and signed by ITRSIGHT with third parties will expire with respect to PRODUCER. Any and all revenues earned by PRODUCER and referred to the period of validity of this Contract - even if collected after the expiration date - will be paid to PRODUCER by ITRSIGHT, as provided for in the Regulation; therefore, PRODUCER shall pay ITRSIGHT the administration fee also on such revenues, as per Art. 9.

#### **ART. 9 – ADMINISTRATION FEE**

9.1. As compensation for the services rendered by ITRSIGHT, PRODUCER undertakes to pay ITRSIGHT a 15,50% (fifteen and fifty per cent) administration fee on the revenues collected by ITRSIGHT and due to PRODUCER - as defined in the Regulation; the above-mentioned administration fee is reduced to 13,50 % (thirteen and fifty per cent) in case of revenues collected by ITRSIGHT in every other country in the world other than Italy, through foreign collecting societies similar to ITRSIGHT. VAT, if applicable, will be added.

9.2. Such fee shall be paid to ITRSIGHT by PRODUCER on a four-month basis immediately after the statement's receipt sent by ITRSIGHT according to Art. 6.1 (a) and referred to the Managed Rights' revenues due to PRODUCER – as better indicated in the Regulation.

9.3. ITRSIGHT shall have the right to compensate its own credit for the administration fees (provided for in this Art. 9) with PRODUCER's credits for revenues as per Art. 6.1 (b).

#### **ART. 10 – APPLICABLE LAW, MODIFICATIONS**

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

10.2. No variation or modification of any of this Contract's provisions shall be effective, unless done in writing and signed by both PRODUCER and ITRSIGHT.

#### **ART. 11 – JURISDICTION CLAUSE**

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. For the avoidance of doubt, with regard to producers and other rights-holders who are or will become ITRSIGHT's shareholders, such jurisdiction shall thus prevail waiving the provisions of Statute's Art. 22.

#### **ART. 12 – PERSONAL DATA PROCESSING**

12.1 PRODUCER acknowledges that the signing and execution of this Contract involves the processing of his/her personal data, being such processing compliant with the applicable EU/national personal data protection laws.

12.2 Any terms and conditions of such processing of personal data are established by the privacy policy attached to this Contract, which constitutes an integral part thereof.

12.3 ITRSIGHT shall notify the PRODUCER in case of substantial amendments of personal data processing. An updated version of the privacy policy shall be available at any time on ITRSIGHT's website ([www.itsright.it](http://www.itsright.it)).

PRODUCER

As per Artt. 1341 e 1342 c.c. of Italian Civil Code, PRODUCER declares to specifically approve the provisions contained in the above-mentioned Articles: 2 (Contract's Object), 3 (Managed Rights), 5 (Regulation), 7 (Term), 9 (Administration Fee), 11 (Jurisdiction clause) and 12 (Personal Data Processing).

PRODUCER