

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

Milan,        /    /

The undersigned:

First Name \_\_\_\_\_

Surname \_\_\_\_\_

Place and Date of Birth \_\_\_\_\_

(hereinafter, the "HEIR")

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

## WHEREAS

- A. HEIR succeeded *causa mortis* in the Managed Rights (defined below) previously owned by Mr./Mrs. .... (hereinafter, the "Artist"), who was an artist and performed his/her own artistic performances to realize Phonograms.
- 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. ITSRIGHT is a *Collective Management Organisation* – as provided for by Legislative Decree n. 35/2017 – which manages, in Italy and worldwide, some exploitation rights owned by performing artists and/or musicians and/or conductors with respect to their performances fixed on Phonograms;
- D. HEIR 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, HEIR and ITSRIGHT hereby agree as follows.

## ART. 1 – DEFINITIONS

The following expressions shall have the meanings set out below.

**"Decree n. 35/2017"** means Legislative Decree n. 35/2017 (and its successive additions and modifications) which implemented Directive 2014/26/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 HEIR has entrusted ITSRIGHT to manage in his/her 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 HEIR 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 HEIR and to any other artist 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 the fixed artistic performances of the Artist.

**"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, HEIR 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 HEIR 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 HEIR and any other Italian or foreign 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) all exploitation rights of the Videograms;
- (d) all exploitation rights of the Playbacks;

- (e) as per Art. 80.2 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;
- (f) as per Art. 84-bis L.D.A.: the right to obtain an annual supplementary remuneration due to the Artist;
- (g) as per Art. 80.2 par. b) L.D.A.: the right to authorize the Repertoire's fixation for the sole purpose of exercising the above-mentioned rights (a), (c) and (f);
- (h) any other similar right due to the Artist and referred to the Repertoire according to current and future national and international laws.

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

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

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

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

5.1. HEIR acknowledges and accepts that (i) ITSRIGHT 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 HEIR but also in the interest of other Italian and/or foreign other artists who are performing artists and/or musicians and/or conductors (or for their successors in title), although without agreements like this Contract.

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 HEIR's right to object but with the HEIR's right to withdraw from this Contract in compliance with Art. 5.3.

5.3. In case of modifications to the Regulation, HEIR 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 HEIR**

6.1. HEIR has the right to receive from ITSRIGHT:

- (a) a four-month statement referred to the Managed Rights' revenues collected by ITSRIGHT in the relevant four-month period and due to the HEIR, 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 ITSRIGHT has signed with third parties in the interest of the HEIR, excluding such agreements' confidential information.

6.2. HEIR undertakes:

- (a) to complete and deliver to ITSRIGHT 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 ARTIST has realized and to update all personal and repertoire data regularly;
- (b) to pay ITSRIGHT the administration fee as per Art. 9;
- (c) not to transfer to any third parties his/her money credits accrued in relation to this Contract, without having previously received a written consent by ITSRIGHT.

#### **ART. 7 – TERM**

This Contract becomes effective from the date of signature and is deemed with an indefinite duration. Both HEIR and ITSRIGHT 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 ITSRIGHT with third parties will expire with respect to HEIR. Any and all revenues earned by HEIR and referred to the period of validity of this Contract - even if collected after the expiration date - will be paid to HEIR by ITSRIGHT, as provided for in the Regulation; therefore, HEIR shall pay ITSRIGHT the administration fee also on such revenues, as per Art. 9.

#### **ART. 9 – ADMINISTRATION FEE**

9.1. As compensation for the services rendered by ITSRIGHT, HEIR undertakes to pay ITSRIGHT a 15,50% (fifteen and fifty per cent) administration fee on the revenues collected by ITSRIGHT and due to HEIR - 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 ITSRIGHT in every other country in the world other than Italy, through foreign collecting societies similar to ITSRIGHT. VAT, if applicable, will be added.

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

9.3. ITSRIGHT shall have the right to compensate its own credit for the administration fees (provided for in this Art. 9) with HEIR's credits for revenues provided for in 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 HEIR and ITSRIGHT.

#### **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 artists and other rights-holders who are or will become ITSRIGHT's shareholders, such jurisdiction shall thus prevail waiving the provisions of Statute's Art. 22.

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

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

HEIR

As per Artt. 1341 e 1342 c.c. of Italian Civil Code, HEIR 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).

HEIR