



Administration Agreement

(Version December 1, 2016)

by and between

Production Company/Producer

- hereinafter referred to as the "Entitled Person" -

and

AGICOA GMBH

Gesellschaft zur Wahrnehmung von Film- und Fernsehrechten mbH

represented by the Managing Directors Prof. Dr. Ronald Frohne and
Dr. Gertraude Müller-Ernstberger

Marstallstraße 8, 80539 München

- hereinafter referred to as "AGICOA GMBH" -

§1 Grant of Rights for Administration

1. The Entitled Person grants AGICOA GmbH with retroactive effect – unless otherwise specified in the individual case – from 1 January of the current calendar year the following copyrights and neighboring rights (including those of performing artists) to which he is entitled, originally or derivatively, at present and/or during the term hereof, in films and/or audio-visual carriers to the extent specified below:

1.1 The right of simultaneous, unchanged and complete, analog and digital **retransmission of broadcasts in Germany**

(please tick the appropriate box)

- 1.1.1 **through cable or cable-like systems** (broadband, telephone cable, fiber optic cable, open or closed network), IP-TV, OTT-services, microwave systems, via satellite, terrestrially, mobile radio (for example, without limitation, GPRS, UMTS, LTE) or other wired or wireless distribution paths;
- 1.1.2 **as live stream on the Internet** or via another computer network (e.g. virtual private network (VPN)). This includes the linking and/or feeding into P2P streaming networks and any other provision of access to the live stream via a computer network for simultaneous reception and any other inclusion and/or any other adoption on websites, irrespective of whether in a separate browser window and regardless of what software is used;
- 1.1.3 **within the scope of an online video recorder** (online personal video recorder) and other recording media which are only accessible via the Internet or any other computer network.
- 1.1.4 The right of communication of broadcasts to the public by way of simultaneous, unchanged and complete delivery of broadcast signals to provided receivers in **hotels, hospitals, homes for the elderly, prisons, fitness and sports facilities** and similar institutions pursuant to Sections 15 / 20b UrhG.
- 1.1.5 And **other copyright claims derived from retransmission** which can only be exercised collectively due to statutory provisions.

- 1.2 The right of making **online broadcasts** available to the public (Section 19a UrhG). This includes, in a supplementary manner, the right of reproduction (Section 16 UrhG) if and to the extent necessary for making the broadcast available to the public (for example, without limitation, instant restart, replay).

2. As far as the Entitled Person cannot dispose over the rights granted above at the time of conclusion of the Administration Agreement, he grants these rights in the event that he will obtain the power to dispose over them.
3. Also after having granted and/or transferred his rights to AGICOA GMBH, the Entitled Person may himself use his rights or other subject matter or grant anybody use rights in his works or other subject matter on the terms defined by the shareholders' meeting, provided that such uses are for non-commercial purposes.

§ 2 Exercise of the Rights

AGICOA GMBH exercises in its own name the rights granted to it by the Entitled Person for administration. AGICOA GMBH is entitled to grant these rights, in whole or in part, to third parties on a fiduciary basis or for use, and to exploit the rights, to receive and acknowledge receipt of consideration for the use of the rights, to prohibit and pursue unauthorized acts and uses and to enforce these rights also in court in its own name.

§ 3 Duty to provide Information

The Entitled Person shall provide AGICOA GMBH with any and all information necessary for the administration of the rights. The Entitled Person agrees that such information can be electronically stored, processed and disclosed, however, only within the scope of the purpose of this Agreement

§ 4 Statutes / Distribution Plan / Accounting

1. The statutes and the distribution plan including any future amendments thereof shall be an integral part hereof if and to the extent that AGICOA GMBH notifies the Entitled Person thereof in writing. The consent of the Entitled Person shall be deemed given if he does not expressly object within six (6) weeks from mailing of the notice. This applies *mutatis mutandis* if it will be decided in future to make amendments of or additions to the Administration Agreement. The accounting and the payment shall be governed by the statutes and the distribution plans.
2. With receipt of the distribution amount, the Entitled Person waives any and all claims vis-à-vis AGICOA GMBH and indemnifies and holds AGICOA GMBH harmless from and against any and all claims of third parties regarding the rights granted in the Administration Agreement. The Entitled Person warrants at the same time that he has not otherwise granted the rights relating to this distribution. AGICOA GMBH reserves the right to set off any wrongly distributed amounts against amounts to be distributed later.

§ 5 Termination / Term

1. This Agreement shall be valid for a period of two (2) years. It shall be extended tacitly for one (1) year each. Either party hereto may terminate this Agreement with six (6) months' notice effective the end of a year. Notice of termination must be given in writing. In the event of an amendment of or addition to the statutes, the distribution plan or this Agreement, the Entitled Person may give notice of extraordinary termination of the Administration Agreement effective the time when the amendment or addition comes into force: any such notice of termination must be given by the Entitled Person by registered letter not later than one (1) month after receipt of the notice concerning the amendment or addition.
2. Either party hereto may terminate this Agreement at any time with six (6) months' notice effective the end of a calendar year. The right to give notice of termination of this Agreement for good cause remains unaffected.
3. The Entitled Person may, without terminating the Administration Agreement *in toto*, withdraw from AGICOA GMBH rights of his choice in types of works or other subject matter of his choice and for territories/countries of his choice. The withdrawal of these rights, works or territories may also be made only with six (6) months' notice effective the end of a calendar year.
4. With termination or valid withdrawal of the rights, the same revert to the Entitled Person without special retransfer being required.
5. The claims of the Entitled Person against AGICOA GMBH under this Administration Agreement shall become barred by the statute of limitations after two (2) years; the computation of the limitation period shall be governed by Sections 201 ff. BGB [*German Civil Code*].
6. The statements for the remuneration attributable to the Entitled Person will also be prepared after valid termination of the Administration Agreement or valid withdrawal of rights if the Entitled Person is entitled to rights revenue
 - a. from use dating from a period prior to valid termination of the administration relationship or valid withdrawal of rights; or
 - b. from a right of use granted by the collecting society before valid termination of the administration relationship or valid withdrawal of the rights.

§ 6 Electronic Communication

The Entitled Person is granted password protected access to the free web portal Electronic File System (EFS) made available by AGICOA GMBH. In addition, there is the possibility of electronic communication at kontakt@agicoa-gmbh.de .

§ 7 Final Provisions

1. If any provision of this Agreement is or becomes invalid or unenforceable, in whole or in part, this shall not affect the validity and enforceability of the remaining provisions hereof. Every invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most nearly achieves the commercial content of the invalid or unenforceable provision. The same applies in the event of a gap in this Agreement.
2. Any administration agreements concluded in the past are superseded by this Administration Agreement.
3. Amendments of and additions to this Agreement shall only be valid if in writing. This also applies to a waiver of the written form requirement.
4. The place of jurisdiction is Munich.
5. This Agreement shall exclusively be governed by the laws of the Federal Republic of Germany with the provisions of the German private international law being excluded.

.....

Place, date

.....

Place, date

.....

Producer/Production Company

.....

AGICOA GMBH