

Collection agreement

This Agreement made and entered into by and between

- hereinafter referred to as the "Rightholder" -

and

the Collecting Society GWFF
Gesellschaft zur Wahrnehmung von Film- und Fernsehrechten mbH
Marstallstrasse 8
80539 München

- hereinafter referred to as "GWFF" -

witnesseth:

Article 1

The Rightholder hereby transfers to GWFF, for fiduciary exercise, the following rights and claims:

The claim for remuneration for the rental and the lending of copies including audio-visual devices (Section 27 UrhG – German Copyright Act);

the remuneration claim against manufacturers and importers of appliances (VCRs and blank tapes) which are intended for the recording of broadcasts on audio-visual devices or for the transfer from one audio-visual device to another (Section 54, para. 1 UrhG);

the right of public communication

- a) by audio-visual devices, Section 21 UrhG (for example, video performances in restaurants)
- b) of broadcasts Section 22 UrhG (for example, television performances in restaurants);

the statutory claims for adequate remuneration for

- a) the reproduction by recording of school broadcasts on audio-visual devices (Section 47, para. 2 UrhG)
- b) the reproduction and distribution of audio-visual devices to be incorporated in a collection for religious, school or instructional use (Section 46, para. 4 UrhG);

the right of retransmission of television broadcasts to cable networks which may be received in a wireless manner (terrestrial or by satellite) at the location of the cable network (cable retransmission right);

as well as other copyright claims which, due to statutory provisions, may be exercised only collectively.

Article 2

The granting of the rights pursuant to Article 1 relates to any and all copyrights and neighboring copyrights (including those of performing artists) in and to cinematographic works and/or audio-visual devices to which the Rightholder is entitled, or will be entitled during the term hereof, originally and/or derivatively, to the extent set forth hereinabove, unless the Rightholder has expressly narrowed the scope by restrictions (cancellations).

Article 3

The granting of the rights specified in Article 1 shall be valid for all countries. The Rightholder may exclude the transfer of the rights for specific countries.

Article 4

GWFF shall exercise the rights granted to GWFF in its own name. GWFF shall be entitled to transfer the rights granted to it to third parties, in whole or in part, to take receipt of the consideration and to acknowledge receipt thereof with legally binding effect. GWFF shall further be entitled to prohibit uses and to claim the rights to which it is entitled in its own name in court and out of court in any manner which GWFF considers to be appropriate.

Article 5

Accounting and distribution shall be made according to the statutes and the distribution plans. As a precondition of accounting and distribution, GWFF may demand that the Rightholder notifies its works in the form and within the period determined by GWFF. GWFF reserves the right to verify the rights; for this purpose, GWFF may demand the Rightholder to present the pertinent documents.

Article 6

If and to the extent that GWFF issues declarations of exemption to third parties on the basis of the notifications filed by the rightholders, such an exemption shall be deemed agreed upon also as between GWFF and the Rightholder.

Article 7

The statutes and the distribution plans, including future amendments thereof, are an integral part hereof. In the event that any modification of or supplement to this Agreement will be adopted in the future, such modification or supplement shall be an integral part hereof; this shall apply, in particular, to any modes of use still unknown at the time when this Agreement is concluded. Modifications or supplements shall be notified to the Rightholder in writing. The Rightholder’s approval of such modification or supplement shall be deemed granted, unless the Rightholder expressly objects thereto within a period of six (6) weeks from mailing; the Rightholder’s attention must be drawn to such legal consequence in the notice.

Article 8

Both parties hereto shall have the right to give notice of termination of this Agreement subject to a notice period of six (6) months with the notice of termination being effective at the end of a year. In the event that the statutes, the distribution plan or this Agreement is modified or supplemented, the Rightholder shall have the right to give notice of extraordinary termination of this Agreement at the time when such modification or supplement becomes legally effective; notice of termination must be given by the Rightholder by registered letter no later than one (1) month after receipt of the notice concerning such modification or supplement.

Article 9

No claims of the Rightholder against GWFF may be assigned, unless with the consent of GWFF. GWFF shall be entitled to charge the Rightholder an administrative fee for the handling of the assignment and the attachment which fee corresponds to the costs.

Article 10

The Rightholder’s claims against GWFF hereunder shall become barred by the statute of limitations after expiration of two (2) years; as regards the computation of the period of limitation, Sections 201 et seq. BGB [German Civil Code] shall be applicable.

Article 11

This Agreement shall be valid for a period of two (2) years. It shall tacitly be extended for a period of one (1) year each, unless notice of termination is given by registered letter with return receipt six (6) months before expiration of the respective current period.

Article 12

The Rightholder agrees to its data being electronically stored, processed and passed on; this shall, however, be made only within the framework of the purpose of this Agreement.

Article 13

Place of performance and place of jurisdiction shall be the place where the registered office of GWFF is located.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year hereinafter written.

_____, date _____

Munich, date _____

Producer / Author / Actor / Legal Successor

Collecting Society GWFF