

TERMS AND CONDITIONS OF THE AGICOA MANDATES

GLOSSARY

Defined terms have the meaning set out in the AGICOA By-Laws, unless otherwise specifically stated herein:

Declarant(s) means any Rightsholder, collective management organization or independent management entity declaring with AGICOA the rights in audiovisual works it holds or manages thereby validly authorizing AGICOA to manage such rights.

Declaration means the declaration of audiovisual works and rights submitted to IRRIS Web, IRRIS Intranet or in one or another format proposed by AGICOA by which the Declarant grants a Mandate to AGICOA.

IRRIS Web means the Rights Royalty Information System web portal made available by AGICOA to the Declarants.

Mandate(s) means the General Mandate and the Voluntary Mandates as defined respectively under sections 1.1 and 1.2 below.

Rightsholder means any person or entity, other than a collective management organization or an independent management entity, validly holding copyright or related rights in audiovisual works within the scope of the purpose and activities of AGICOA or, under an agreement for the exploitation of such rights or by law, being entitled to a share of collected royalties.

1. AGICOA'S PURPOSE AND AGICOA MANDATES

AGICOA's purpose consists in the worldwide collective management of copyright and of rights related to copyright on behalf of producers of audiovisual works, their successors in title and entities representing them.

By granting a Mandate to AGICOA and in order for AGICOA to achieve its purpose, the Declarant hereby authorizes AGICOA to perform the activities as described in Article 3(5) of the AGICOA By-Laws.

AGICOA will manage the rights under the Mandates in accordance with the applicable legislation of the countries where the audiovisual works are exploited. In particular, while outside the European Union the management of some of the rights may be subject to a Voluntary Mandate, within the European Union, those rights shall be subject to the General Mandate.

The territorial scope and duration of the Mandate(s) granted to AGICOA are as authorised by the Declarant in its Declaration and in any subsequent update thereof.

1.1 General Mandate

The General Mandate is mandatory. This means that the Declarant who wishes AGICOA to manage its rights must, at least, grant AGICOA the General Mandate as described below.

Where applicable, restrictions to the General Mandate, if any, shall be notified to AGICOA.

1.1.1 General Mandate outside the European Union

By granting the General Mandate to AGICOA in one or more countries outside the European Union, the Declarant hereby exclusively authorizes/mandates AGICOA to grant or refuse authorization and to collect remuneration for the following exploitations of the audiovisual work(s), as part of AGICOA repertoire, included in television programs intended for the reception by the public:

- 1.1.1.1 Simultaneous, full, unchanged and continuous retransmission by cable, satellite or by any similar means;
- 1.1.1.2 The intervention by satellite package providers, cable distribution platforms or other comparable distribution platforms in the communication to the public;
- 1.1.1.3 Communication to the public by hotels, hospitals, homes for elderly, prisons and other similar establishments;
- 1.1.1.4 Recording for (non-commercial) educational purposes by educational institutions in specific countries as approved from time to time by the Administrative Board.

1.1.2 General Mandate within the European Union

By granting the General Mandate to AGICOA in one or more countries of the European Union, the Declarant hereby exclusively authorizes/mandates AGICOA to grant or refuse authorization and to collect remuneration for the following exploitations of the audiovisual work(s), included in television programs intended for the reception by the public:

- 1.1.2.1 Simultaneous, full, unchanged and continuous retransmission by cable, satellite or by any similar means;
- 1.1.2.2 The intervention by satellite package providers, cable distribution platforms or other comparable distribution platforms in the communication to the public;
- 1.1.2.3 Communication to the public by hotels, hospitals, homes for elderly, prisons and other similar establishments;
- 1.1.2.4 Recording for (non-commercial) educational purposes by educational institutions in specific countries as approved from time to time by the Administrative Board;
- 1.1.2.5 TV Everywhere via any device;
- 1.1.2.6 In-Home via any device;
- 1.1.2.7 Set Top Box to Set Top Box streaming (multi-room).

1.2 Voluntary Mandates

Provided that it has granted AGICOA a General Mandate, the Declarant may in addition to the latter, grant AGICOA one or more Voluntary Mandates.

Any restrictions to the Voluntary Mandates, if any, shall be notified to AGICOA.

1.2.1 Voluntary Mandates outside the European Union

By granting the Voluntary Mandates to AGICOA in one or more countries outside the European Union, the Declarant hereby exclusively authorizes/mandates AGICOA to grant or refuse authorization and to collect remuneration for the following exploitations of the audiovisual work(s) included in the television programs transmitted as part of linear or non-linear (on-demand) audiovisual media services:

- 1.2.1.1 Catch-up TV
- 1.2.1.2 TV Start from the beginning
- 1.2.1.3 Pause and Resume
- 1.2.1.4 Preview TV
- 1.2.1.5 Network Personal Video Recorder (NPVR)

- 1.2.1.6 Communication to the public in bars, cafes and other public areas
- 1.2.1.7 TV Everywhere via any device
- 1.2.1.8 In-Home via any device
- 1.2.1.9 Set Top Box to Set Top Box streaming (multi-room)

The Administrative Board may amend this list from time to time.

1.2.2 Voluntary Mandates within the European Union

By granting the Voluntary Mandates to AGICOA in one or more countries of the European Union, the Declarant hereby exclusively authorizes/mandates AGICOA to grant or refuse authorization and to collect remuneration for the following exploitations of the audiovisual work(s) included in the television programs transmitted as part of linear or non-linear (on-demand) audiovisual media services:

- 1.2.2.1 Catch-up TV
- 1.2.2.2 TV Start from the beginning
- 1.2.2.3 Pause and Resume
- 1.2.2.4 Preview TV
- 1.2.2.5 Network Personal Video Recorder (NPVR)
- 1.2.2.6 Communication to the public in bars, cafes and other public areas

The Administrative Board may amend this list from time to time.

1.3 Validity of the Mandates

The Mandates come into effect from the date the Declaration is submitted to AGICOA.

1.4 Proof of Declaration

If AGICOA needs to provide proof of its entitlement in any country, the Declarant hereby authorizes AGICOA to use, at any time, its authorized signature, as provided to AGICOA, on any relevant extract of the Declaration submitted to AGICOA, as modified from time to time.

2. GOVERNING RULES

By granting a Mandate to AGICOA, the Declarant acknowledges having read and accepted the AGICOA Governing Rules, which constitute an integral part of its Mandate, including but not limited to: [AGICOA's By-laws](#), [Registration and Declarations Rules](#), Distribution Rules, General Regulations, [Conflicts Rules](#), General Policy on Deductions from Royalties and from Any Income Arising from the Investment of Royalties, [Members and Declarants Privacy Policy](#), [Cookies Policy](#) and any other general policies and other regulations approved by the General Assembly or the Administrative Board, as amended from time to time and made available on AGICOA's public website or on IRRIS Web.

3. WARRANTIES AND LIABILITIES

3.1 By granting AGICOA a General or Voluntary Mandate, the Declarant confirms and warrants that it is the holder of or legitimate claimant authorized to manage the exclusive rights and/or the remuneration rights arising therefrom, being entitled to claim the royalties collected by AGICOA.

3.2 The Declarant shall declare only those audiovisual works as defined under article 7(1) "AGICOA repertoire" of the AGICOA Distribution Rules, and further warrants that the audiovisual work(s) hereby declared with AGICOA is/are compliant with said definition. Should

the Declarant receive royalties from AGICOA for the audiovisual work(s) declared but not deemed to fall within the AGICOA repertoire, the Declarant will return said royalties to AGICOA.

3.3 The Declarant represents and warrants that it has the full power to mandate AGICOA for the attributions contained therein.

3.4 The Declarant receiving payments of royalties from AGICOA must hold AGICOA harmless and indemnify it with respect to all actions, proceedings, costs, damages, expenses, claims and demands which are brought, threatened or made by any third party, including without limitation Rightsholders, represented by or being in any other contractual relationships with them, upon or against AGICOA in respect of said payments.

4. WITHDRAWAL AND TERMINATION

4.1 The Declarant is allowed to withdraw any of the rights subject to the Mandates granted herein, for the territories of its choice, upon serving a reasonable notice, or to terminate the Mandates, at any time, upon serving a two (2) months' prior written notice. For the sake of clarity, termination of the General Mandate shall automatically trigger termination of the Voluntary Mandate(s). Termination of one or more Voluntary Mandates has no automatic effect on the validity of the General Mandate unless otherwise determined by the Declarant. The Declarant shall retain rights for amounts collected by AGICOA and due to such Declarant before the withdrawal or termination took effect.

4.2 AGICOA is entitled to immediately terminate the Mandates, for good cause including, without limitation, bankruptcy or objectively justified suspicion of fraud.

4.3 In the event of termination of the Mandates by AGICOA, the Declarant waives any claim against AGICOA unless the Declarant proves that AGICOA wilfully or grossly negligently the Declarant's rights.

5. MISCELLANEOUS

5.1 AGICOA may update these Terms and Conditions from time to time, at any time and without notice, by posting such changes on IRRIS Web, IRRIS Intranet or via any other Declaration format made available by AGICOA.

5.2 Where AGICOA transfers the personal data provided by the Declarant in accordance with the [AGICOA Members and Declarants Privacy Policy](#) for processing by third parties, including outside of Switzerland, the Declarant hereby consents to AGICOA's transferring of this data to such third parties, whether located in or outside of Switzerland.

5.3 The Declarant hereby expressly authorizes AGICOA and/or any entity authorized by AGICOA, to use information provided by such Declarant in its Declaration(s).

5.4 If a provision of the Mandates is or becomes invalid or unenforceable, in whole or in part, this shall not affect the validity and enforceability of the remaining provisions hereof. Each invalid or unenforceable provision shall be replaced as soon as AGICOA becomes aware of it.

5.5 The Declarant understands that knowingly making any false or fraudulent declaration may be punishable by fines and/or imprisonment according to the Swiss Criminal Code.

5.6 The Mandates are governed by the laws of Switzerland. The place of jurisdiction shall be Geneva, Switzerland.