





- 4a. The rights holder shall transfer to TWF all rights, claims and authorisations under and in connection with Sections 32 to 32e of the German Copyright Act (UrhG) vis-à-vis his/her contractual partners/film producers and the users/principals with respect to works that fall within the scope of rights of TWF (cf. clauses 2 and 3). Such transfer shall also include rights, claims and authorisations pertaining to copyrighted production concepts, treatments and directors' interpretations (DI) which are produced during the pitch phase in accordance with Pitch Standard 2.0 for principals/users of advertising films but are not realised by them.
- 4a.1. In particular, the rights holder shall transfer claims to which he/she is entitled under Sections 32 (appropriate remuneration), 32d (information and accountability) and 32e UrhG (information and accountability of third parties) vis-à-vis his/her contractual partners/film producers and principals/users. In particular, TWF shall be entitled, as trustee, to exercise in its own name and for its own account the right of the rights holder to annual information and accounts and payment of the appropriate remuneration.
- 4a.2. TWF shall also be entitled, as trustee, to exercise in its own name and for its own account the rights holder's claims for adjustment of contract and the rights holder's liability claims pursuant to Section 32a (1) and (2) UrhG (further participation).
- 4b. The collective exercise of the claims and authorisations set out under clause 4a shall be governed by the following rules:
- 4b.1. TWF shall make an offer to the parties which are obliged to provide information pursuant to Sections 32d and 32e UrhG to obtain the information required from them under Sections 32d and 32e UrhG on the duration and extent of the use of advertising films, as a service, for a commercial fee, to process it for the rights holders and to settle subsequent claims for remuneration.
- 4b.2. The information referred to under clause 4b.1 shall be limited to the types of use of the works used and the scope of such uses (i) in television programmes licensed in Germany (national or regional/state broadcasting licence) and (ii) in social media services according to Section 2 of the German Copyright Distribution Act (UrhDaG). Those uses that occur primarily in Germany (commercial advertisements) are relevant.
- 4b.3. TWF shall establish general principles for the incurrence and calculation of claims for subsequent remuneration in accordance with Section 32a UrhG. The duration and extent of use shall be decisive with regard to the arising of claims for subsequent remuneration. Above-average lengths of use and above-average reach in the media referred to in 4b.2 must also be taken into account. For revenues referred to under clause 4b.3, TWF shall establish a distribution plan, which shall be subject to the approval of the delegates from the copyright division.
- 4b.4. The agency fee for the information, including the financing of the claims for subsequent remuneration, shall likewise be valued based on the assumption that, as of 1 January 2024, the principals/users have agreed on Pitch Standard 2.0 (medium fee) for their project tenders directly with the film producers and have paid the agreed remuneration, having agreed the remuneration and its payment with TWF in the business management contract in accordance with clause 4b.1 and for its duration. The agency fee for the information, including the financing of the claims for subsequent remuneration, shall also be valued taking into account the fact that the agency fee also covers cases in which the agreement with the contractual partner/film producer or principal/user mainly relates to uses outside Germany, but significant contractual services of the rights holder are/were to be provided in Germany.
- 4b.5. With respect to contractual partners/film producers and principals/users who have not commissioned TWF as set out in clause 4b.1, TWF shall assert claims for information and remuneration for the parties entitled to the claims in line with clause 4a.
- 4b.6. Insofar as the contractual partner/film producer and the principal/user have in each case concluded a business management contract with TWF and thus settled any claims for subsequent remuneration on a flat-rate basis, TWF shall indemnify the principals/users and the contractual partners/film producers against claims from all authors of advertising films within the meaning of clause 2 of Sections 32 et seq. UrhG. By duly performing the business management contract with TWF, the users/principals shall (i) fulfil their recording and documentation obligations and be released from them, and (ii) fulfil their remuneration obligations; the effects of (i) and (ii) shall apply vis-à-vis TWF and vis-à-vis the rights holder.
- 4c. The rights holder is obliged to cooperate adequately with regard to the provision of information and the calculation of claims for subsequent remuneration and to provide TWF with any further explanations that may be required, e.g. on the transfer of any claims within the meaning of clauses 4a.1 and 4a.2 to TWF. Cooperation shall take place regularly in the form of annual reporting of the works in the TWF portal within the reporting deadlines. The rights holder is obliged to cooperate reasonably in the resolution of any reporting conflicts and to distinguish his/her rights from the rights of other rights holders in accordance with Section 8 UrhG. The duties as per clause 4c are material contractual duties of the rights holder.



- 5. The rights holder is entitled to license the above rights themselves to third parties for non-commercial purposes, insofar as these rights are not subject to a copyright collecting society. They shall inform TWF in writing immediately following such licensing.
- 6. TWF is entitled to exercise the rights transferred to it by the rights holder in its own name; to exploit these, take receipt of the consideration payable and to acknowledge receipt thereof with legally binding effect; to transfer the rights transferred to it to third parties, in part or in whole, or prohibit their use; to prosecute impermissible handling; and to assert the rights to which it is entitled, including in court, in its own name and in every way that TWF considers expedient.
- 7. By concluding reciprocal agreements with foreign collecting societies, TWF will ensure that the rights transferred to it by the rights holder will also be managed internationally. Beyond this, TWF is not obligated to manage rights outside its geographical area of management. If the management of rights for a country is not regulated by reciprocal agreements either generally or for individual types of use, the entitled parties may demand the back-transfer of the granted rights for the corresponding country or the corresponding type of use, in writing at any time and without any notice period.
- 8. The rights holder undertakes to send TWF, upon its request, a list of all the commercial films produced by them for which they have brought and will bring the rights into TWF in the context of section 1 above.
- 9. The articles of association and the distribution plan, including to the extent that these are amended in the future, form an integral part of this Contract. If amendments or additions to the Administration of Rights Agreement are agreed in the future which must apply uniformly to all entitled parties for reasons of the collective rights management, these amendments or additions shall also apply as an integral part of the Administration of Rights Agreement. All other amendments or additions to the Administration of Rights Agreement, in particular to the extent that these concern the scope of the rights managed by TWF, require the agreement of the entitled parties. The entitled parties shall be notified in writing or by email about amendments or additions to the Administration of Rights Agreement. Insofar as the agreement of the entitled parties is required, this agreement is deemed granted if the entitled parties do not expressly object to the amendments or additions in writing within six weeks of the notification being sent out; the notification must make reference to this legal consequence. Settlement and pay-out are in accordance with the articles of association and the distribution schedules.
- 10. This agreement is for an unlimited term and may be terminated by either party with a notice period of six months to the end of the year. Termination may affect the entire Contract or be limited to individual rights, certain types of works or certain geographical areas. The termination must be announced in writing by registered mail. An amendment or addition to the articles of association, the distribution schedule or the Administration of Rights Agreement entitles the rights holder to extraordinary termination of this Administration of Rights Agreement as of the date on which the amendment or addition comes into effect; such termination must be announced by the rights holder by registered mail, at the latest within one month after being notified of the amendment or addition and with effect from the end of the current year. The claims of the rights holder against TWF arising from this Administration of Rights Agreement shall become time-barred after two years; for the calculation of the limitation period, the provisions of the German Civil Code (BGB) shall apply. Upon the Contract ending, the rights shall automatically transfer back to the entitled party without any separate transfer being required. Insofar as the contracts concluded or amended by TWF with the users exceed the date on which this Administration of Rights Agreement ends, the latter shall be extended accordingly with regard to the transfer of rights concerned. Any earnings still due to the departed entitled party shall be settled in accordance with the provisions of the distribution plan of TWF.
- 11. Assignment of the pay-out claims to third parties for individual commercials as well as the assignment of all claims of a producer to third parties is permissible only with prior notification of and the consent of TWF. There is no automatic entitlement to this consent being granted. In order to be effective, amendments and additions to this Contract shall require the approval of the relevant bodies in accordance with the articles of association.
- 12. The place of fulfilment and jurisdiction is the location of the registered office of TWF.

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TWF Treuhandgesellschaft Werbefilm GmbH

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management

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beneficiary