

As at: November 2020

Rights Management Contract

between

«CompanyEM»

Broadcasting organisation

Represented by its management

«StreetEM», «ZIP CodeEM» «PlaceEM» («CountryEM»)

– hereinafter referred to as “entitled party” –

and

Corint Media GmbH

Represented by its Managing Director Dr. Christine Jury-Fischer

Lennéstr. 5, D-10785 Berlin

– hereinafter referred to as “Corint Media GmbH” –

for

The programme: [TV/radio channel name]

– hereinafter referred to as “Programme” –



A Broadcasting organisation – granting of rights for rights management purposes

Article 1 – Granting of rights

The entitled party grants Corint Media GmbH as trustee

the following rights and entitlements to which it is currently entitled and to which it will be entitled during the term of the contract regarding its analogue and digital broadcasts of the programme and film productions (Standard Definition Television, High Definition Television, Ultra High Definition, 3D, 4D a.o.)

arising **from its own neighbouring rights** and

from rights acquired from other copyright holders and other neighbouring rights holders

and entitlements acquired from these rights holders

(please tick)

globally and/or with regard to the territories of all countries whose laws provide for corresponding rights and entitlements

or

only for the territories of the following countries:

EU Member States [As at: date of signature]

Germany

Austria

Switzerland

or

as per Annex 1

for exclusive management:

(1) The right of simultaneous, unaltered and unabridged analogue and digital retransmission of broadcasts pursuant to sections 87 (1) No. 1 (1st alternative), 94 (1) 1st sentence (4th alternative), 72, 20 UrhG [German Copyright Act]

(please tick)

(1.1) via cable systems (e.g. broadband, telephone cable, fibre optic cable) and/or internet protocol-based networks operated and maintained by the user, including rented or leased cable systems or IP-based networks, where the user holds the end customer relationship for network connection and retransmission, via microwave systems, satellite, terrestrial or mobile networks (including, but not limited to, GPRS, UMTS, LTE) or other wireless and wired means of transmission.

- (1.2.) as a live stream in a managed environment**, provided that this is carried out via an internet access service within the meaning of Article 2 (2) No. 2 of the Regulation (EU) 2015/2120 and in a managed environment as per recital 14, Article 2 (2) b) and (3) of the Directive (EU) 2019/789. A managed environment is therefore an environment where only contractually authorised users have access to the retransmissions and whose security levels are comparable to the security levels of managed networks (e.g. cable networks or closed IP-based networks) where retransmitted content is encrypted.
- (1.3.) as a live stream on the internet (OTT)** outside of a managed environment pursuant to item 1.2 above. This also includes linking and any other method of facilitating access to a live stream via a computer network for simultaneous reception and any other incorporation and/or any other appropriation on internet pages, regardless of whether this happens in a separate browser window and irrespective of the type of software used.
- (1.4.) in connection with an internet video recorder** (Online Personal Video Recorder) and other recording media accessible exclusively via the internet or other computer networks.

(please tick)

- (2)** the right of making available to the public pursuant to sections 87 (1) No. 1 (2nd alternative), 72, 19a UrhG of broadcasts as **on-demand streams on user-generated content platforms on the internet**. The right of reproduction pursuant to sections 87 (1) No. 2, 72, 16 UrhG is also included, provided that this is required for the making available to the public of the broadcast. Broadcasts whose making available to the public is prohibited by Corint Media GmbH in individual cases in order to prevent rights infringements are excluded from the granting of rights.
- (3)** the right of communication to the public pursuant to sections 87 (1) No. 1 (1st alternative), 94 (1) 1st sentence (4th alternative), 72, 20, 15 (2) UrhG and Article 3 of the EU Directive 2001/29/EC via simultaneous, unaltered and unabridged feeds of broadcast signals to reception equipment provided in **hotels, hospitals, retirement homes, penal institutions, fitness and sports facilities** and similar institutions.
- (4)** the right of communication to the public of broadcasts pursuant to section 87 (1) No. 3 UrhG (**major right of communication**).
- (5)** the right of communication to the public of works contained in a broadcast pursuant to sections 22, 72 UrhG (**minor right of communication**).
- (6)** the remuneration entitlements vis-à-vis manufacturers, importers and distributors of devices and storage within the meaning of sections 94 (4), 95, 87, 81, 72, 54, 54b UrhG since 1 January 2003 (**blank media levy**).
- (7)** the **remuneration entitlements** pursuant to sections 94 (4), 72, 27 (2) UrhG **for lending** of copies including image and audio storage media from 1 January 2012.

- (8) the remuneration entitlements** for the making available to the public **for the purposes of education and research** pursuant to sections 87 (4), 94 (4), 72 UrhG in conjunction with section 52a (4) UrhG (old version), retroactively from 13 September 2003 and ending on 28 February 2018.
- (9) the remuneration entitlements** for the making available to the public **at electronic reading stations in public libraries, museums and archives** pursuant to sections 87 (4), 94 (4), 72 UrhG in conjunction with section 52b (3) and (4) UrhG (old version), retroactively from 1 January 2008 and ending on 28 February 2018.
- (10) the remuneration entitlements** for the uses permitted pursuant to sections 60a to 60f UrhG **for the purposes of education, science and for institutions** pursuant to sections 87 (4), 94 (4), 72 UrhG in conjunction with section 60h UrhG, retroactively from 01 March 2018.
- (11) the remuneration entitlements for communication to the public** pursuant to sections 87 (4), 94 (4), 72 UrhG in conjunction with section 52 (1) UrhG.
- (12) the remuneration entitlements for reproductions for persons with disabilities** pursuant to sections 87 (4), 94 (4), 72 UrhG in conjunction with section 45a (2) UrhG, retroactively from 13 September 2003.
- (13) the right to transfer film works to image, audio or data storage media in businesses** pursuant to section 56 (1) UrhG, and to communicate them to the public or make them available to the public by means of image, audio or data media, and to communicate broadcasts to the public provided that there is no use which is exempt from granting permission and paying a remuneration within the meaning of section 56 (1) and (2) UrhG from 1 January 2012 **(reproduction and communication to the public in business enterprises)**.
- (14) the right to record and communicate broadcasts for non-commercial use by Federal or State authorities** including subordinate authorities or institutions within the remit of their public duties from 1 January 2012.
- (15) the right to produce individual copies of event-based, reporting and documenting television broadcasts** by means of recording them onto image and audio storage media for non-commercial educational purposes and to communicate these in the own **educational events of further education institutions** from 1 January 2012 onwards.
- (16) the so-called right to record**, i.e. the right to record broadcasts for the purpose of media observation and the creation of media analyses for individual broadcasts of up to 45 minutes in length, and to solely offer these for access in a business-internal use context, provided that the broadcasts and contributions are event-based, reporting and documenting in nature. Included hereof are news broadcasts and contributions as well as magazine programme broadcasts and contributions that are informative in nature. Included in the granting of rights is the act of creating and issuing of transcripts of the recorded broadcasts and contributions. Excluded from the granting of rights are all broadcasts and contributions that are fictional in nature, e.g. feature films, television plays, television films, television series of a fictional nature, shows and other entertainment broadcasts, theatre and music broadcasts on television, and all broadcasts and contributions the recording of which is prohibited by Corint Media GmbH in individual cases in order to prevent rights infringements.

Article 2 – Granting of EPG right

For the purpose of exclusive management, the entitled party grants Corint Media GmbH as a trustee on the basis of its own rights and derived rights to which it is currently entitled and to which it will be entitled during the term of the contract,

(please tick)

- the **EPG right**, i.e. the right to broadcast (sections 20, 72, 94 (1) 1st sentence (4th alternative), 95 UrhG) and to make available to the public (sections 19a, 72, 94 (1) 1st sentence (5th alternative) text, image, video and audio material (“supplementary programme material”) provided by the entitled party to third parties for the purpose of programme preview or programme announcement of the respective broadcast as part of an electronic programming guide (“EPG”) in Germany, Austria and the German-speaking region of Switzerland. Insofar as the entitled party authorises the provision of the broadcasting signal or extracts thereof after the respective transmission as part of a catch-up service, the granting of rights concerning the supplementary programme material shall also include the relevant time period and such extracts for which the broadcasting signal may be provided. Also included are the right to reproduction (sections 16, 72, 94 (1) 1st sentence (1st alternative), 95 UrhG) of text and image material as well as the right to edit text material (sections 23, 72, 94, 95 UrhG), but only to the extent that this is required for a broadcast or making available to the public of the material. The entitled party reserves the right to consent to the communication of the supplementary programme material on the internet in connection with advertising.

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B General provisions

Article 1 – Regarding the granting of rights

- (1) The rights are granted for exclusive management.
- (2) Unless otherwise stated in individual cases, the rights shall be granted retroactively with effect from 1 January of the current year.
- (3) If and to the extent that the entitled party cannot dispose of the rights at the time of the conclusion of the contract, it shall grant them in the event that the power of disposal accrues to it.
- (4) If the entitled party grants rights it has granted to Corint Media GmbH by this rights management contract to third parties for non-commercial use, it is obligated to notify Corint Media GmbH of this grant of rights to third parties for non-commercial use at least 30 days before the beginning of use without having to be prompted to do so. The entitled party is obligated to provide Corint Media GmbH with all the facts relevant for distribution without delay so that Corint Media GmbH can consider the grant of rights of use for the non-commercial use in the distribution process and make the corresponding deductions. If the scope of the rights of use granted to third parties for non-commercial use results in Corint Media GmbH no longer being in a position to manage the rights economically, Corint Media GmbH may desist from any further management of such rights for the entitled party.

Article 2 – Exercise of rights

Corint Media GmbH exercises the rights granted to it by the entitled party in its own name. It is authorised to completely or partially grant these rights to third parties as trustees or for exploitation purposes, to utilise the rights, to receive and acknowledge consideration for the use of the rights, to prohibit and prosecute unauthorised acts and uses and to assert these rights in its own name before the courts.

Article 3 – Information requirements

- (1) In fulfilment of its obligations pursuant to section 53 (1) No. 1 VGG [German Collective Management Organisation Act], Corint Media GmbH refers the entitled party to the rights due to the entitled party pursuant to sections 9 to 12 VGG (see Annex 2) and the previously mentioned conditions under B. Article 1 (2) pursuant to section 11 VGG. In order to fulfil the obligation pursuant to section 53 (1) No. 2 VGG to provide information on the deductions from the revenue generated from the rights, including the deductions to cover the administrative costs, Corint Media GmbH refers the entitled party to the below-mentioned provision B. Article 4 (3) in case of first enforcement of novel rights of use and/or remuneration entitlements and the information related to administrative costs in the current annual transparency report published on the website of Corint Media GmbH (<https://www.corint-media.com>).

- (2) Throughout the term of the contract, the entitled party is obligated to provide Corint Media GmbH with any information required for the management of rights. The entitled party agrees that their details shall be stored, processed and distributed electronically, but only within the framework of the purpose of this contract.

Article 4 – Distribution of revenues

- (1) The distribution to the entitled party shall be made on the basis of the distribution plans of Corint Media GmbH. The distribution shall be made no later than nine months after the end of the business year in which Corint Media GmbH received the respective amounts. This does not apply in the event that Corint Media GmbH is prevented from carrying out the distribution for factual reasons.
- (2) Upon receipt of the payout amount, the entitled party waives its own claims and entitlements against Corint Media GmbH and indemnifies Corint Media GmbH against any third-party claims within the scope of the rights granted under the rights management contract provided that the calculation of the payout amount has been correctly made on the basis of the distribution plan. The waiver and the indemnification shall only apply to claims and entitlements based on a grant of rights which is invalid, encumbered with third-party rights or otherwise defective. At the same time, the entitled party affirms that it has not granted the rights pertaining to this payout in any other form, particularly not one preceding in time, and is not going to assert the rights pertaining to this payout. Corint Media GmbH reserves the right to offset amounts paid contrary to the distribution plan against future payout credit balances.
- (3) In order to ensure fairness in the distribution process, Corint Media GmbH may, in individual cases, share the costs of managing and enforcing the rights proportionately with the entitled party in advance. This requires that the rights to be managed are novel rights of use and/or remuneration entitlements which can only be enforced for the first time with considerable effort. The allocation of the costs to be proportionally borne by the entitled party shall be made based on the corresponding application of the distribution plan. Amounts that have been overpaid shall be reimbursed by Corint Media GmbH within a month, after the respective annual financial statement has been issued and without the need to be prompted.

Article 5 – Indemnification

Insofar as Corint Media GmbH issues indemnifications to third parties on the basis of the notifications submitted by the entitled party or on the basis of other data underlying the distribution, such a statement of indemnification is deemed to be agreed also in the relationship between Corint Media GmbH and the entitled party.

Article 6 – Termination / Term of the contract

- (1) This contract is concluded for an indefinite period.
- (2) The contracting parties may terminate the contract or individual rights granted or rights granted for individual territories by giving three months' notice before the end of the calendar year. If the termination for individual rights granted or individual territories results in Corint Media GmbH no longer being in a position to manage the rights economically, Corint Media GmbH may desist from any further management of such remaining rights for the entitled party. The right to terminate this contract for good cause remains unaffected.
- (3) Any termination of this contract must be in writing.
- (4) With termination of the contract, the contractual rights revert to the entitled party without any special reassignment being required. However, in order to avoid disruption of the existing licence agreements with rights users, the reversion of copyright and neighbouring rights must be settled in such a way that the rights users whose licence agreements were concluded prior to the termination of this rights management contract and continue to be in effect beyond the date of the expiry of the rights management contract remain entitled to use them until the next possible date of termination of the licence agreement by Corint Media GmbH. Corint Media GmbH shall, upon its request, inform the former entitled party regarding the respective next possible termination date of the existing user agreements.
- (5) The entitlements of the entitled party vis-à-vis Corint Media GmbH from this rights management contract shall fall under the statute of limitations after 2 years; the provisions of the BGB [German Civil Code] shall apply to the calculation of the limitation period.
- (6) Remuneration still attributable to the former entitled party shall be settled in accordance with the provisions of the distribution plan of Corint Media GmbH. The entitled party has a direct entitlement vis-à-vis Corint Media GmbH for the remuneration still attributable to it.

Article 7 – Complaints procedure

- (1) The entitled party may, in text form, address complaints to Corint Media GmbH concerning, in particular, the admission and termination of the rights management or the withdrawal of rights, the conditions for membership and the terms and conditions of management, the collection, administration and distribution of the revenue generated from the rights or the deductions from revenue generated from the rights. In addition to a statement of the facts on which the complaint is based, the complaint should also include all documents required for an assessment of the complaint.
- (2) Corint Media GmbH shall decide on a complaint within eight weeks upon receipt of the complete documentation. If Corint Media GmbH does not remedy a complaint, it shall provide the grounds for its decision in text form.

Article 8 – Final provisions

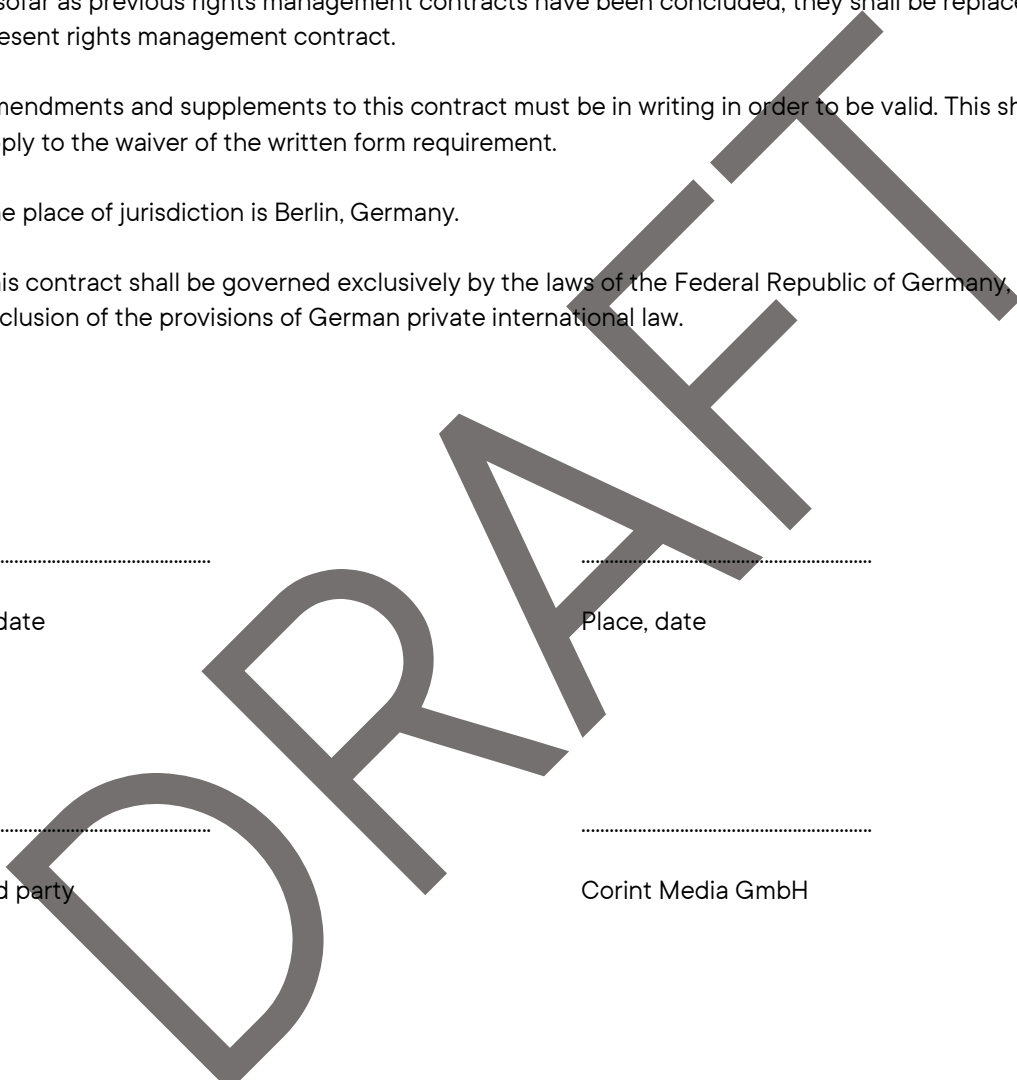
- (1) If any provision of this contract is or becomes void and/or unenforceable in whole or in part, the effect and viability of the remaining provisions shall remain unaffected. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to the economic content of the invalid or unenforceable provision. The same shall apply to lacunae in the contract.
- (2) Insofar as previous rights management contracts have been concluded, they shall be replaced by this present rights management contract.
- (3) Amendments and supplements to this contract must be in writing in order to be valid. This shall also apply to the waiver of the written form requirement.
- (4) The place of jurisdiction is Berlin, Germany.
- (5) This contract shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the provisions of German private international law.

.....
Place, date

.....
Place, date

.....
Entitled party

.....
Corint Media GmbH



Annex 1

List of territories or rights of use if a global granting of rights is not desired

- The granting of all rights in the rights management contract shall be limited to the territories listed below **for all rights: (Please specify the relevant areas)**

- The granting of rights in the rights management contract shall be limited to different territories for individual rights in each case: **(Please specify the relevant rights and the areas for which Corint Media GmbH shall manage the rights)**

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Annex 2: Excerpt from the VGG (Sections 9-12)

Excerpt of the German Collective Management Organisations Act (VGG), sections 9-12, information requirements and obligations pursuant to section 53 (1) No. 1 VGG

Section 9 – Obligation to manage

The collective management organisation shall be obliged, at the request of the rightholder, to manage rights of his choice in types of works and other subject matters of his choice, in territories of his choice if

1. the rights, the works and other protected subject matter as well as the territories are part of the fields of activity of the collective management organisation and
2. there are no objective reasons to preclude the management.

The conditions under which the collective management organisation manages the rights of the entitled person (conditions of management) shall be reasonable.

Section 10 – Consent to management

Where a collective management organisation manages copyright or related rights under a contractual arrangement with the rightholder, it shall obtain the consent of the rightholder to manage each individual right and shall evidence such consent in documentary form. The arrangement shall be made in text form, also insofar as rights are granted in future works.

Section 11 – Non-commercial uses

The collective management organisation shall lay down conditions under which the entitled person may grant any person the right to use its works or other subject matters for non-commercial purposes, even if it has granted or transferred authorisation for the management of the rights in them to the collective management organisation.

Section 12 – Termination of management; withdrawal of rights

- (1) The collective management organisation shall lay down in the conditions of management that the entitled person, upon serving reasonable notice not exceeding six months, may terminate the management relationship as a whole or may withdraw from the collective management organisation rights of his choice in types of works and other subject matters of his choice, for territories of his choice in each case.

- (2) The conditions of management may stipulate that such termination of the management relationship or withdrawal of rights shall not take effect until the end of the financial year.
- (3) The collective management organisation shall continue to collect, manage and distribute the rights revenue under the general provisions even if the entitled party is entitled to rights revenue
 - 1. for uses in the period before the termination of the management relationship or the withdrawal of rights took effect or
 - 2. arising from a right of use which the collective management organisation granted before the termination of the management relationship or the withdrawal of rights took effect.

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