

REGULATION ON THE ALLOCATION OF VIDEO PRIVATE COPYING LEVIES

On 5th of December 2018 a meeting was held by the Governing Council of A.P.T.- Associazione Produttori Televisivi, with registered office in Rome, Via Sabotino no. 2/a (“APT”) to deliberate on the adoption of an amended version of the new regulation governing the allocation of revenues from the collection of private copying levies as referred to in Articles 71-sexies et seq. of Law No 633 of 22.4.1941, approved, in its first version, by said Governing Council with resolution of 28 September 2017, ratified by APT’s General Assembly on 3 October 2017 (the “2017 Regulation”), and in its current version, with resolution of 4 April 2018, ratified by APT’s General Assembly on 18 April 2018 (“2018 Regulation”), in order to take into account important events which have taken place in *medio tempore*.

Whereas

a) Article 71-septies of the Copyright Law states that the authors and producers of phonograms, as well as the original producers of audiovisual works, artists and performers and videogram producers, and their successors in title, have a right to compensation for the private reproduction of the phonograms and videograms referred to in Article 71-sexies of the Copyright Law; this latter rule permits the private reproduction of phonograms and videograms on any media carried out by a natural person for exclusive personal use, provided it is for non-profit and, whether directly or indirectly, non-commercial purposes, in accordance with the technological measures referred to in Article 102-quater of the Copyright Law.

b) Said compensation shall include, for equipment exclusively intended for analogue or digital recording of phonograms or videograms, a portion of the price paid by the final purchaser to the reseller as determined by decree of the Ministry of cultural assets and activities and of tourism, after having heard the Committee referred to in Article 190 of the Copyright Law and the most representative trade associations of producers of audio and video equipment and recording media.

c) Compensation for private copying for video recording equipment and media is paid to the Società italiana degli autori ed editori (SIAE), which then allocates thirty percent of said compensation, net of expenses, to the authors, also through their most representative trade associations, and the remaining seventy percent in equal shares among the original producers of audiovisual works, the producers of videograms, artists or performers.

d) On the basis of said legislative provision, SIAE, by agreement of 2 November 1998, subsequently amended on 21 July 2016, entrusted APT with the task of allocating private copying compensation to the original producers of audiovisual works intended for TV broadcasting, whether or not the latter are associated with APT, and to their successors in title, stating that the allocation of private copying compensation for audiovisual works to APT and to ANICA will continue to be regulated by the provisions of Article 2 of the agreement of 2 November 1998.

e) By decree of 30 December 2009, the Ministry of cultural assets and activities and of tourism (MIBACT) determined the amount of compensation for the private reproduction of phonograms and videograms (“*Bondi Decree*”);

f) By judgments of the Tribunale Amministrativo per il Lazio (TAR), Rome office, chamber II-quater, 2156 to 2162 of 2012, the administrative court rejected the applications made by Samsung Electronics Italia S.p.A., Nokia Italia S.p.A., Hewlett Packard Italiana s.r.l., Telecom Italia S.p.A., Fastweb S.p.A., Dell S.p.A., Sony Mobile Communications Italy S.p.A. and Wind Telecomunicazioni S.p.a. against the Mibact, SIAE, ANICA, APT and other entities, for obtaining the annulment of the MIBACT decree of 30 December 2009.

g) The judgments of the Tribunale Amministrativo per il Lazio referred to above were challenged by Samsung Electronics Italia S.p.A., Nokia Italia S.p.A., Hewlett Packard Italiana s.r.l., Telecom Italia S.p.A., Fastweb

S.p.A., Dell S.p.A., Sony Mobile Communications Italy S.p.A. and Wind Telecomunicazioni S.p.a., before the Council of State which, on 18 February 2015, lodged the (not yet final) judgment no 823/2015 by which it, in part, rejected the appeals and, in part, referred the case before the Court of Justice of the European Union, which gave a ruling on 22 September 2016, in case C-110/15, referring the case to the Council of State (“*Bondi Case*”).

h) By decree of 20 June 2014, the Ministry of cultural assets and activities and of tourism updated the tariffs related to private copying compensation for the periods 2014 to 2016 (“*Franceschini Decree*”).

i) Said decree was challenged before the Tribunale Amministrativo per il Lazio by Samsung Electronics Italia S.p.A. which, by application of 31 October 2014, R.G. 11345/14, requested that it be annulled and filed for damages (“*Franceschini Case*”).

j) On 28 September and 3 October 2017, i.e. when the 2017 Regulation was adopted, there was a risk, in the case where, at the outcome of the Bondi Case and of the Franceschini Case, the plaintiff companies’ applications were upheld by a final judgment – thus ruling, even if only in part, the repayment of the amounts paid to SIAE by the parties concerned under the Bondi and Franceschini Decrees – that the same APT would be obliged to repay the amount received from SIAE by way of private copying compensation under said decrees.

k) In view of said risk, it was therefore prudential for APT, as one the entities delegated by SIAE to allocate the private copying levies, to provide in its 2017 Regulation to set aside part of these levies pending the outcome of the aforesaid judgments. In particular, the 2017 Regulation contains the following provisions:

- “*Art. 1- Definitions [...] Provision: means an amount equal to 30% of the private copying compensation received set aside by APT in a specifically dedicated account of to cover the risk of repayment arising from the possible negative outcome of the Bondi Case and the Franceschini Case;*”
- “*Art. 3.1 APT shall allocate the Private Copying Compensation, net of any amount set aside, to the Rightholders, attributing for each Audiovisual Work the amount determined through the application of the calculation criteria in the Technical Report.*”
- “*3.4. In the case where a Rightholder opts for the immediate payment also of the Provision, such payment shall be made by APT after receipt of a first demand bank guarantee in the text enclosed herein sub “E” for the amount referred to in the Provision.*”

l) With judgement no. 4938 of 25 October 2017 (the “*Judgement*”) on the Bondi Case, the Council of State rejected almost entirely the appeals filed against the Bondi Decree. With this Judgement the Council of State declared the Bondi Decree to be illegitimate only for the part concerning the *ex ante* exemption mechanisms and the *ex post* repayment mechanisms relating to supports and devices purchased for purposes clearly different from those of private copying, i.e. for an exclusively professional purpose.

m) It may be reasonably argued that the Judgement will also affect the Franceschini Case, as the relevant judges will have to take into consideration the content of the Judgement.

n) Therefore, a general illegitimacy may be excluded for the collection of fees for private copying ruled by the Bondi Decree. However, as expressly recognized by the Council of State, this Judgement confirms the right of refund of what unduly paid for all those who underwent an undue levy when buying the relevant devices “*for purposes clearly other than private copying, i.e. for exclusively professional purposes*”.

o) Furthermore, in the first months of application of the 2017 Regulation, certain conflicts arose between rightholders and APT;

p) The provisions of the 2017 Regulation described in letter k) above appear to be no longer up to date; however, in light of the recurring risks connected with the allocation of the fees for video private copying, it seems appropriate to establish a provision covering such risks, ruling its operation on the basis of rules matching more closely the new purpose of said provision.

q) Article 9 of the 2017 Regulation provides as follows: *“The Governing Council reserves to amend this decision in case this is required by any amendment to the applicable laws and/or the evolution of the reference market, subject to being subsequently ratified by the Assembly”*.

r) In view of the foregoing, the Governing Council of APT adopted of the 2018 Regulation, ratified by the APT’s general assembly

s) Following the adoption of the 2018 Regulation, in the context of a process of procedures improvement aimed to ensure a more proper, efficient and correct allocation, and after discussion with the consulting company GECA Italia S.r.l., it has been noted the utility to have further information – such as, in particular, time code of the beginning and end of the broadcast - than the one initially indicated for determining the private copying compensation accrued from the broadcasting of documentaries in the “container programmes”. Considering that the abovementioned data are not collected by Auditel S.r.l., the rightholders shall provide such data, by declaring the truthfulness of the same and hold harmless APT from any negative consequences that may arise from their use in case such data are not correct.

t) It cannot be ruled out that, within the ordinary allocation activity, it may arise the extraordinary need of request the rightholders to provide further data or declarations in relation to any work capable of earn compensation for private copying. In such cases, also in order to speed up the process for allocating private copying compensations, APT should be able to request such information without the necessity of a prior Governing Council resolution aimed to modify the regulation on distribution in force.

u) In light of what indicated at let. s) and t) above, the APT’s Governing Council adopted an amended version of the 2018 Regulation, that, ratified by ATP’s General Assembly, replaces the current version in force. Such new resolution will replace the current version of the 2018 Regulation and will be effective as of the date of its approval by ATP’s General Assembly and will be applied for all private copying levies paid by SIAE for the year 2012 and onwards.

NOW, THEREFORE, the Governing Council of the A.P.T. - Associazione Produttori Televisivi

HEREBY AGREES AS FOLLOWS

Article 1 – Definitions

For the purposes herein, subject to any further definition provided in these Articles, the following expressions shall have the meaning outlined below:

- **Reference Period:** this is the year to which the private copying compensation received relates as specified by SIAE, even if paid by SIAE to APT after its expiry;

- **Assembly:** this is the APT’s general assembly of shareholders convened and deliberating in accordance with the Articles of Association;

- **Provision:** this is a pool of cash set aside by APT in a separate dedicated account of 30% (thirty percent) of the private copying compensation received to cover all the risks connected with the allocation of such compensation to be made by APT following SIAE instructions. Monies are set aside on collection by APT of the amounts paid by SIAE. Each 6 months, the Governing Council issues a justified decision on the release, if any, in full or in part, of the amounts set aside in the prior six-month period, and the consequent payment to the rightholders;

- **Regulation:** this is the regulation governing the allocation and distribution of the private copying levies received to compensate the rightholders and referred to in this decision;
- **Private copying compensation:** this is the private copying compensation due, under Article 71-septies and 71-octies of the Copyright Law, to the producers of audiovisual works;
- **Private copying levies received:** these are the private copying levies actually paid by SIAE to APT during the validity period of this Regulation;
- **Allocated private copying compensation:** this is the amount of private copying levies received which has been allocated by APT to the individual rightholders under this regulation, regardless of whether or not said allocated private copying compensation is actually paid;
- **Distributed private copying compensation:** this is the distributed private copying compensation actually paid to the individual rightholders;
- **Technical Report:** this is the document enclosed herein under sub A, which is an integral part of this regulation, containing the calculation criteria for determining the Allocated private copying compensation for the reference periods from 2012 onwards;
- **Directive:** **this is the Directive 2014/26/EU of the European Parliament and of the Council of 26 February 2014** on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market;
- **Legislative Decree:** this is the Legislative Decree No 35 of 15 March 2017 (published on the Official Journal No 72 on 27 March 2017) which transposed the Directive;
- **Copyright Law:** this is Law No 633 of 22 April 1941 and subsequent amendments and supplements;
- **Audiovisual works:** these are the audiovisual works of the fiction, entertainment, documentary and cartoons genre, communicated and/or disclosed to the public through the Communication Platforms;
- **Communication Platforms:** these are the TV broadcasting, communication and public disclosure media specified in the Technical Report;
- **Rightholders:** these are the original producers of audiovisual works – and their successors in title – who hold the rights of economic exploitation of the audiovisual works for Italy in the Reference Period, regardless of the fact that they are producers associated with APT, among which also the right to reproduce the work and the related private copying right;
- **Allocation:** this means all the technical and administrative activities carried out by APT under this Regulation for identifying the rightholders, for each reference period, and for determining the allocated private copying compensation due to them;
- **Distribution:** this refers to the payment of the allocated private copying compensation in favour of the rightholders;
- **Operating Expenses:** these are the administrative costs and expenses incurred by APT and referred to in

Article 4 of this Regulation;

- **Flat-rate percentage:** this is the flat-rate percentage of the private copying compensation received specified in Article 4.2 below, to be allocated to social, cultural and educational services in the TV production sector in accordance with the provisions of the Legislative Decree.

Article 2 – Subject Matter

APT, as the most representative association of original producers of audiovisual works – with particular reference to the category of TV producers – was identified by SIAE as the entity in charge of allocating the private copying compensation to the rightholders, whether these be the original rightholders or their successors in title, according to the procedures and on the terms and conditions set out herein below and in accordance with the provisions of the Legislative Decree.

Article 3 – Allocation Criteria

3.1. APT shall allocate the private copying compensation, net of the provision, to the rightholders attributing to each Audiovisual Work the amount determined in the application of the criteria set out in the Technical Report.

3.2. APT shall identify the rightholder on the basis of information held by the same and, upon completion of any appropriate assessment, research and control, it shall attribute the latter the amounts determined in the allocation relating to the Audiovisual works of which he is the owner.

3.3. The rightholder, collective management organisation or agent to whom the latter has given specific mandate to receive the payment of the allocated amounts, net of the Provision, from APT, shall submit a specific application, via registered letter with return receipt or via certified email (PEC), accompanied with the following documentation:

- a) – detailed list of the audiovisual works for which payment of the Allocated private copying compensation is requested, indicating the title and the name of the director and of the authors;
- b) – self-certification attesting the qualification of the applicant company in the capacity of "rightholder", compliant with the scheme referred to in Annex sub "B" in the case of original rightholder, or compliant with the scheme referred to in Annex sub "B1" in the case of derivative rightholder. With reference to the documentaries broadcasted during the so called "container programmes", self-certifications shall be conformed, according to the specific case, to the scheme referred to in Annex "B2" and "B3";
- c) – authorization to process personal data, strictly for the purpose of the allocation activities referred to in this decision, in the form enclosed herein under sub "C";
- d) – APT's letter of indemnity from any out-of-court and/or in-court applications filed by third parties related to the audiovisual works claimed in the reference period, and up to the amount received, in the text enclosed herein under sub "D". Where, in order to promptly carry out the allocation of the private copying compensation, it arises the objective necessity to collect further information and/or declarations in addition to the ones already provided, ATP may extraordinarily request the rightholders to provide such information and

declarations, possibly also providing further self-certification schemes, without the necessity of making amendments to this Regulation.

3.4. Following the release, in full or in part, of the Provision as resolved from time to time by the Governing Council, the rightholders shall receive the difference between the private copying compensation collected made available and the amounts they received on first allocation.

3.5. In the case where the rights collection application is made through a collective management organisation or an agent appointed by the Rightholder, the documentation referred to above will be provided by the aforesaid collective organisation or agent together with a declaration authorizing the collection by the Rightholder, signed by the latter for acceptance.

If the application relates to audiovisual works for which the aforementioned documentation was already – previously – sent (in the case, for example, of replicas of the same Work), it will not be necessary, for such audiovisual works, to re-send the documentation referred to in sections a), b), and c) above.

3.6. At APT's request, the Rightholders shall provide proof of their claimed rights to the audiovisual works declared by them pursuant to Article 3.3 above.

3.7. If APT has good reasons to doubt the foundedness of the claims put forward by a Rightholder, as in the case where such claims are contested by third parties, APT will be authorized to suspend and postpone the payment of the Allocated private copying compensation related to the Audiovisual Work under dispute until the related assessment of the rightholder, whether this be identified by mutual agreement between the parties concerned or through the procedure referred to in Article 6, or through the issue of a final court order.

3.8. APT shall allocate the Private copying compensation received in accordance with this regulation and with the Technical Report: if it is impossible to allocate part of the private copying compensation received in accordance with the criteria referred to in this Article, said compensation will be allocated according to an additional set of particular criteria adopted by the Governing Council of APT and ratified by the APT's Assembly by reasoned decision, which will be published on the APT website and shall form integral part of this regulation.

Article 4 – Operating expenses and deductions

4.1. APT shall deduct a flat-rate of 13% (thirteen percent) from the Allocated private copying compensation by way of reimbursement of the administrative expenses and costs incurred for all activities carried out in order to implement this regulation.

4.2. Furthermore, APT shall also deduct a flat-rate of 3% (three percent) from the Private copying compensation received to be allocated to social, cultural and educational services in the TV production sector in accordance with the provisions of the Legislative Decree.

4.3. At the time of each Allocation APT shall determine and collect the sum referred to in Article 4.1 above, giving proof to each Rightholder or – if the rights collection application has been received through a collective organisation or an agent appointed by the Rightholder, to the collective organisation or to the agent appointed – at the time of the report referred to in Article 5 below.

Article 5 – Annual reports - Payments

5.1. APT shall allocate and distribute the Private copying compensation received with due diligence and in a timely manner in accordance with the terms set out in Article 17(2) of the Legislative Decree. To that end, APT:

- shall prepare the individual reports, which must show the allocation and distribution criteria adopted from time to time by APT, as well as the amount of Operating Expenses deducted pursuant to Article 4 and the net amount due to the Rightholder and shall, within the following 30 days, send the individual reports to each Rightholder or to the collective organisation or to the agent appointed by the latter, to the address communicated to APT;

- within 30 days from receipt of the invoice or of the appropriate tax document prepared and sent to APT by the Rightholder (by the collective organisation or by the agent appointed by the latter) on the basis of the information contained in the related report, it shall pay the amount due via bank transfer to the bank account for which the IBAN number has been communicated to APT by the Rightholder, by the collective organisation or by the agent appointed by the latter.

5.2. With reference to the Allocated private copying compensation for which the APT is unable to identify the Rightholder, the APT shall in any case, within 60 days from the preparation of the reports referred to in paragraph 5.1, identify all the Audiovisual works which have accrued Private copying compensation and shall publish a detailed list on its website, indicating the title of the Audiovisual Work, the classification of the same Work, the Communication Platform and the total minutes of use.

5.3. Any and all taxes, duties or social security and welfare contributions whatsoever to which the Allocated private copying compensation is subject under the applicable national or foreign legislation shall be borne by the Rightholder.

5.4. APT is in any case authorized to correct the reports sent during the previous ten-year period and to repeat any amount paid and not due, as well as to offset said amount, to its full amount, with additional amounts for whatever reason due to the Rightholder.

5.5. Each Rightholder has the right to request from APT, within 90 days from receipt of the report, further clarification or details on the content of the report received; after said time-limit has expired, the report shall be deemed to have been accepted.

Article 6 – Conflict of ownership

Should any disputes arise out of or in connection with the ownership of the Audiovisual works reported or published on the website in accordance with the provisions of the previous Article 5, APT shall set aside the aforesaid compensation into a dedicated current account, notifying the parties thereof, stating that the latter will be paid against receipt of the following: (a) formal documentation attesting the resolution of the dispute, in court or out of court, clearly and unambiguously indicating the identity of the Rightholder; (b) the documentation set out in the previous paragraph 3.3.

Article 7 – Non-distributable amounts

In accordance with the provisions of Article 19 of the Legislative Decree, after a three-year period has elapsed from the close of the financial year during which the APT has collected the private copying compensation from SIAE, APT may allocate an amount equal to that which it was unable to distribute – despite the activities carried out under the provisions of the previous Article 3 – in order to fund the social, cultural and educational activities for the benefit of the rightholders under the terms and conditions laid down by the APT’s General Assembly.

Article 8 – Management of rights revenue

The APT’s Assembly shall set the general policy for investing the private copying compensation collected by SIAE before it is distributed to the rightholders. In accordance with the provisions of the Legislative Decree, 50% of the income from the investment of said revenues will be allocated by APT to social, cultural and educational services in the TV production sector.

Article 9 – Changes to this decision

The Governing Council hereby reserves the right to make changes to this decision whenever it deems it appropriate as a result of any changes in the applicable legislation and/or of developments in the relevant market, subject to the Assembly’s subsequent ratification.

Article 10 – Accounting and Annual Transparency Report

10.1. The amounts collected by SIAE and due to the private copying compensation rightholders will be recorded under separate items in APT’s accounts.

10.2. Within 8 months from the close of each financial year, APT shall prepare and publish on its website a transparency report in accordance with the provisions of Article 28 of the Legislative Decree.

Article 11 - Notifications

All notifications referred to in Article 3 shall be deemed to have been made via certified email (PEC) or via registered letter with return receipt.

Article 12 - Publication

This decision will be published within sixty days following the date on which it was taken, for maximum disclosure purposes, on the website www.apr.it. The adoption of this decision will be the object of a specific press release to be published on 2 national newspapers.

Article 13 – Reference Law

For any matters not expressly provided for herein reference shall be made to the provisions of the Legislative Decree.

ANNEX A

TECHNICAL REPORT

NEW METHOD

The form takes into account the AUDIENCE DATA recorded and objectively measured by AUDITEL for EACH WORK eligible for compensation.

AUDITEL measures the CONSOLIDATED RECORDED AUDIENCE MEDIA (amount) which takes into account Live AUDIENCE, AUDIENCE in VOSDAL (Viewing On Some Day as Live) and AUDIENCE in Time Shifting.

Delayed audience is measured through the data in TIME SHIFTING (*measured from 2011: re-attribution of audience achieved by a recorded broadcast – using i.e. Dvd, USB, MySky – and watched again after it was broadcasted either on the same day or up to 7 days after it was on air).

NEW CRITERIA (OBJECTIVE DATA)

The NET DISTRIBUTABLE COMPENSATION attributed to each WORK or PROGRAMME takes into final account the MINUTES ACTUALLY VIEWED, MEASURED AND RECORDED BY AUDITEL.

The calculation is based on the following basic factors:

- Consolidated Recorded Audience Media (amount) - AMRCp
- Recorded Audience Media in Time Shifting (amount) – AMRTSp
- Duration of the Programme (in minutes) – Dp

NEW CRITERIA (DERIVED DATA)

The following may be derived from the objective data collected and recorded by AUDITEL:

- Minutes actually Viewed (Consolidated data) by multiplying the Consolidated Recorded Audience Media by the Duration of the Programme: $MVCp = AMRCp \times Dp$
- Minutes Viewed in Time Shifting by multiplying Recorded Audience Media in Time Shifting by the Duration of the Programme: $MVTSp = AMRTSp \times Dp$
- Consolidated Total Minutes Viewed as the sum of the Minutes actually Viewed of all the TMVC programmes
- Total Minutes Viewed in Time Shifting as the sum of the Minutes Viewed in Time Shifting of all the TMVTS programmes

NEW CRITERIA (DERIVED INDICATORS)

The basic indicators of the new criteria are as follows:

- the amount of Minutes actually Viewed (Consolidated data) of the programme p versus the Total Minutes actually Viewed of all eligible programmes: $QMVC_p = MVC_p / TMVC$ – CONSOLIDATED AMOUNT OF MINUTES VIEWED
- The amount of Minutes Viewed in Time Shifting of the programme p versus the Total Minutes Viewed in Time Shifting of all eligible programmes: $QMVTSp = MVTSp / TMVTS$ - AMOUNT OF MINUTES VIEWED IN TIME SHIFTING

CALCULATION FACTORS (ON AN ANNUAL BASIS)

In summary, for each single programme p, the following are determined:

- AMRC_p: Consolidated Recorded Audience Mean (amount)
- AMRTSp: Recorded Audience Mean in Time Shifting (amount)
- D_p: Duration of the Programme (in minutes)
- MVC_p = AMRC_p x D_p: Consolidated Minutes Viewed (amount)
- MVTSp = AMRTSp x D_p: Minutes Viewed in Time Shifting (amount)
- TMVC: Consolidated Total Minutes Viewed
- TMVTS: Total Minutes Viewed in Time Shifting
- QMVC_p = MVC_p / TMVC: Consolidated Amount of Minutes Viewed
- QMVTSp: MVTSp / TMVTS: Amount of Minutes Viewed in Time Shifting

NET COMPENSATION FOR EACH SINGLE PROGRAMME

The NET COMPENSATION FOR PROGRAMME P is determined by properly combining two indicators derived from objectively measured data:

- The Consolidated Amount of Minutes Viewed for each Programme (QMVC_p), indicating the attention received by the programme and called the «INTENSITY» of the programme
- The Amount of Minutes Viewed in Time Shifting for each Programme (QMVTSp), indicator-proxy of the «REPLICABILITY» of the programme

The contribution of each of the two indicators to the Net Compensation attributed to each programme p is determined by a tuning parameter α which is defined at the beginning of the year, allowing to make the attribution system flexible over time.

NEW COMPENSATION DISTRIBUTION MODEL

- The NET COMPENSATION FOR EACH SINGLE PROGRAMME CN_p (eligible for the contribution) is determined as follows:

$$CN_p = [\alpha \times QMVC_p + (1 - \alpha) \times QMVTSp] \times CNR$$

where CNR is the total Net Distributable Compensation and α is the tuning parameter ranging between zero and one to be defined for each year.

- The AMOUNT OF NET COMPENSATION FOR EACH SINGLE PROGRAMME is obtained from the CN_p / CNR ratio, that is

$$QCNP = \alpha \times QMVC_p + (1 - \alpha) \times QMVTSp$$

combining the two amounts of intensity and replicability through the tuning parameter.

FINAL REMARKS

The proposed allocation model uses objectively measured audience data only.

The tuning parameter α makes the attribution system flexible, establishing the related contribution of INTENSITY and REPLICABILITY to determining the net compensation.

To take into account works which were conceived as replicable products and others which are not replicable at all, the model could in the future take into account the estimate – through an ad hoc survey – of the RATE OF REPLICABILITY OF THE WORK on the basis of the type of work and of TV consumption habits.

ANNEX B

SELF-DECLARATION OF OWNERSHIP

To
APT - Associazione Produttori Televisivi
Via Sabotino no. 2/a
Rome

The undersigned _____, in the capacity of _____ of the Company named _____, with registered office in _____ via _____, VAT Reg. no _____ Tax Code _____

hereby declares

that the Company is the exclusive owner of the exploitation rights, in the capacity of Original Producer / Co-producer for Italy – including those to the Private Copying rights, as provided for by Articles 71-septies and 71-octies of Law No 633/1941 (Copyright Law) – for the following Audiovisual Work:

Title of the Work _____

ISAN Code _____

Director _____ Contract of _____

Author _____ Contract of _____

and, therefore, requests

payment of the allocation amount due to the undersigned company, according to the criteria established by the “Regulations on the distribution of private copying levies” (and related Technical Report), approved by the Governing Council of the Associazione Produttori Televisivi on _____, of which it hereby declares to have read and to approve.

The undersigned hereby also gives its consent to the processing of its personal data, for the purposes and according to the procedures set out in Annex C) (“Privacy Policy”) of the aforesaid “Regulations on the distribution of video private copying levies”.

_____, on _____

Signature _____

ANNEX B1

SELF-DECLARATION OF OWNERSHIP

To
APT - Associazione Produttori Televisivi
Via Sabotino no. 2/a
Rome

The undersigned _____, in the capacity of _____ of the Company named _____, with registered office in _____ via _____, VAT Reg. no _____ Tax Code _____

Hereby declares

that the Company is the exclusive owner of the exploitation rights for Italy – including those for the Private Copying rights, as provided for by Articles 71-septies and 71-octies of Law No 633/1941 (Copyright Law) – for the following Audiovisual Work

in the capacity of holder for Italy of the rights acquired permanently from the Original Producers or from third Companies

or

in the capacity of holder for Italy of the rights acquired through license from the Original Producers or from third Companies, for a limited time period

Title of the Work _____

Transferring Company _____ Contract of _____

Ownership of rights from _____ to _____

Therefore requests

payment of the allocation amount due to the undersigned company, according to the criteria established by the “Regulations on the Distribution of Video Private Copying Levies” (and related Technical Report), approved by the Governing Council of the Associazione Produttori Televisivi on _____, of which it hereby declares to have read and to approve.

The undersigned hereby also gives its consent to the processing of its personal data, for the purposes and according to the procedures set out in Annex C) (“Privacy Policy”) of the aforesaid “Regulations on the Distribution of Video Private Copying Levies”.

_____, on _____

Signature _____

ANNEX B2 “DOCUMENTARIES”

SELF-DECLARATION OF OWNERSHIP

To
APT - Associazione Produttori Televisivi
Via Sabotino no. 2a
Rome

The undersigned _____, in the capacity of _____ of the Company named _____, with registered office in _____ via _____, VAT Reg. no _____ Tax Code _____

Hereby declares

that the Company is the exclusive owner of the exploitation rights for Italy, in its capacity of Producer / Original Co-producer – including those for the Private Copying rights, as provided for by Articles 71-septies and 71-octies of Law No 633/1941 (Copyright Law) – for the following Audiovisual Work

Director _____ Contract of _____

Author _____ Contract of _____

Title of the requested Work _____ ISAN code _____

Furthermore, declares that the Work has been broadcasted during the following television programme, at a specific date and timetable, indemnifying and holding harmless APT from any and all negative consequence may arise from the calculation and remuneration of the private copying compensation carried out on the basis of such data:

Title of the “container programme” _____

Channel of broadcasting _____

Broadcasting date _____

Time code of the beginning of the broadcast of the requested Work _____

Time code of the end of the broadcast of the requested Work _____

Therefore requests

payment of the allocation amount due to the undersigned company, according to the criteria established by the “Regulations on the Distribution of Video Private Copying Levies” (and related Technical Report), of which it hereby declares to have read and to approve.

The undersigned hereby also gives its consent to the processing of its personal data, for the purposes and according to the procedures set out in Annex C) (“Privacy Policy”) of the aforesaid “Regulations on the Distribution of Video Private Copying Levies”.

_____, on _____

Signature _____

ANNEX B3 “DOCUMENTARIES”

SELF-DECLARATION OF OWNERSHIP

To
APT - Associazione Produttori Televisivi
Via Sabotino no. 2/a
Rome

The undersigned _____, in the capacity of _____ of the Company named _____, with registered office in _____ via _____, VAT Reg. no _____ Tax Code _____

Hereby declares

that the Company is the exclusive owner of the exploitation rights for Italy – including those for the Private Copying rights, as provided for by Articles 71-septies and 71-octies of Law No 633/1941 (Copyright Law) – for the following Audiovisual Work:

in the capacity of holder for Italy of the rights acquired permanently from the Original Producers or from third Companies

or

in the capacity of holder for Italy of the rights acquired through license from the Original Producers or from third Companies, for a limited time period

Title of the Work _____ ISAN Code _____

Transferring Company _____ Contract of _____

Ownership of rights from _____ to _____

Furthermore, declares that the Work has been broadcasted in the following television programme, at a specific date and timetable, indemnifying and holding harmless APT from any and all negative consequence may arise from the calculation and remuneration of the private copying compensation carried out on the base of such data:

Title of the “container programme” _____

Channel of broadcasting _____

Broadcasting date _____

Time code of the beginning of broadcasting of the requested Work _____

Time code of the end of the broadcast of the requested Work _____

Therefore requests

payment of the allocation amount due to the undersigned company, according to the criteria established by the “Regulations on the Distribution of Video Private Copying Levies” (and related Technical Report), approved by the Governing Council of the Associazione Produttori Televisivi on _____, of which it hereby declares to have read and to approve.

The undersigned hereby also gives its consent to the processing of its personal data, for the purposes and according to the procedures set out in Annex C) (“Privacy Policy”) of the aforesaid “Regulations on the Distribution of Video Private Copying Levies”.

_____, on _____

Signature _____

ANNEX C

PRIVACY POLICY

In accordance with Article 13 of Legislative Decree No 196 of 2003, and in relation to the personal data concerning you and which are to be processed, A.P.T. - Associazione Produttori Televisivi (hereinafter: "APT") informs you of the following.

1. Purpose of the processing

1.1 Your personal data (hereinafter: "*Data*") will be processed to allow you to use the services for the distribution of revenues from Private Copying offered by APT (the "*Services*").

1.2 APT may also process the Data as well as any additional information concerning you anytime it considers in good faith that said activity is required for the following:

Protecting its interests before the Courts;

Comply with the legal requirements or measures of any competent authority;

In addition to the above provisions, support the competent police authorities in the repression of illegal acts;

Assert one's rights in any court, at any stage of the proceedings and at any tier of jurisdiction and against anyone;

Defend itself against third parties claiming that any action and/or omission on the part of the User carried out in any way through the Services and/or consequently to the Services breaches their rights.

2. Data processing procedure

2.1 The processing will be carried out both with the aid of automated instruments and through the use of paper supports on the part of the data processors. Some processing operations may be carried out by third companies appointed as data processors on behalf of APT. You can obtain the personal details of any data processors by sending an email to apt@apt.it or a registered letter with return receipt to APT-Associazione Produttori Televisivi - Via Sabotino no. 2/a, n. 62 - 00195, Rome.

2.2 APT also declares that, on its website www.apt.it it may use an automatic system for collecting data concerning you such as web beacons and cookies strictly for the purpose of making it easier to use the Services. You may consult the related privacy policy and cookie policy at the following link <http://www.apt.it/privacy-cookie-policy>.

3. Providing your data

The data marked with an asterisk in the form must be provided in order to be able to use the Services offered by APT. Failing this, APT will be unable to provide the service requested. The supply of any data not marked with an asterisk is, on the other hand, optional. Failure to provide such data will not prevent you from using the Services.

4. Communication, disclosure and transfer of data abroad

Your data will not be disclosed. Your data may be transferred abroad, also to non-EU Member States which do not guarantee the same level of protection as that provided for by the European Union legislation on the protection of personal data, only where necessary to allow you to use the Services.

5. Your Rights

You may exercise your rights as referred to in Article 7 of Legislative Decree 196/03 set out in full at the foot of this document.

6. Data Controller

The data controller is APT - Associazione Produttori Televisivi; Via Sabotino, no. 2/a - 00195, Rome.

Article 7 of Legislative Decree 196/03 – Your rights.

You may exercise at any time the rights referred to in Article 7 of Legislative Decree 196/03 and set out in full below:

1 The party concerned has the right to obtain confirmation of whether or not personal data concerning him or her exist, even if not yet registered, as well as disclosure of the latter in intelligible form.

2. The party concerned has the right to obtain the following information:

Origin of their personal data;

Purpose and method of processing;

Rationale applied in case of processing with the aid of electronic instruments;

Personal data of the controller, processors and of the appointed representative within the meaning of Article 5(2);

Entities or categories of entities to which the personal data may be disclosed or which may acquire such data in the capacity of representative appointed in the State, managers or persons in charge.

3. The party concerned has the right to obtain the following:

Update, correction or, if the latter has an interest, additional data;

Deletion, transformation in anonymous form or blocking of the data processed without due authorization, including those which do not need to be kept for the purposes for which they were collected or subsequently processed;

Document attesting that the transactions referred to in sections a) and b) were disclosed, also as far as their contents are concerned, to the related recipients, except in the case where it is impossible to meet said requirement or doing so requires the use of clearly disproportionate means with respect to the protected right.

4. The party concerned has the right to object, in whole or in part:

for legitimate reasons, to the processing of the personal data concerning them, even if pertaining to the purpose for which they were collected;

to the processing of personal data concerning them for the purpose of sending advertising or direct sale material or to conduct market or business communication surveys.

For acceptance

Date _____

Signature _____

ANNEX D

DISCLAIMER

(APT) To
APT- Associazione Produttori Televisivi
Via Sabotino no. 2/a
Rome

The undersigned _____, in the capacity of _____ of the Company named _____, with registered office in _____, via _____, VAT Reg. no _____ Tax Code _____, with reference to the self-declaration of ownership of Audiovisual works issued on this date and enclosed herein, hereby undertakes, in the name and on behalf of the company represented by the same, to indemnify and hold APT harmless from and against any third party claim and/or action which may be filed in connection with the video private copying compensation paid by APT implementing the “Regulation on the allocation of video private copying levies” (and related Technical Report), approved by the Governing Council of the Associazione Produttori Televisivi on _____.

In particular, _____ [*enter Company name*] hereby undertakes to reimburse:

APT, at the latter’s first request, within 20 (twenty) days from the receipt of the same request, and with waiver to raise objections, any and all sums which APT may be required to pay, as a result of an enforcement measure, to any third party by way of Video Private Copying Compensation for Audiovisual works for which APT has previously accepted and paid compensation to the company;

APT and/or SIAE, at first request of one of the same, within 20 (twenty) days from the receipt of the same request, and with waiver to raise objections, any and all sums received for Video Private Copying Compensation that APT may be required to pay to SIAE, for the disclaimer due by the first to the second.

_____, on _____

Signature _____