

MANDATE HEIR

The Undersigned:

First name

.....

Surname

.....

Stage name

.....

Nationality and place of birth

.....

Date of birth

.....

Tax Identification number

.....

Personal address

.....

Phone number

.....

E-mail

.....

Bank account details for payments (IBAN and SWIFT code)

.....

As heir in quota% of the performing artist of audio-visual works:

Actor / actress

Voice actor / actress

First name

.....

Surname

.....

Stage name

.....

Nationality and place of birth

.....

Date of birth

.....

Date of death

.....

GIVES MANDATE

To **Artisti 7607** to:

- a) to negotiate and stipulate on behalf of the Undersigned agreements, also in collective form, with users of audio-visual works and with European and non-European Collecting Societies who recognize: the right to receive remuneration for video private copying; the right to receive equitable remuneration for the communication to the public (by any means: via tele-transmission, via cable, via satellite and via internet); the right to receive equitable remuneration for the rental and lending and for each and every other compensation due to performing artists resulting from the exploitation of their performances on each and every kind of audio, visual or audio-visual device;
- b) to collect and distribute, in accordance to the “Regolamento di Ripartizione” and the “Regolamento di Conferimento ed esecuzione mandati”, which I confirm to be aware of, the remunerations eventually accrued by the Undersigned in the Countries listed in the following par.3) derived from the exploitation of works performed or executed by the Undersigned;
- c) to take every appropriate and necessary initiative, including to claim before a court, to fulfil this mandate and enforce the above mentioned rights.

The mandate will be executed according to the following terms and conditions:

- 1) The mandate is given for the activities as per the above mentioned par. a), b) and c) in accordance with the laws of Italy, and in accordance with the regulations of every Country involved in reciprocity agreements, according to the Constitutive Act and Statute of Artisti 7607.

2) The mandate given is on exclusive basis and without representation, and is to be considered effective, also retroactively, from the date of signature until the 31st of December of the following year and will be automatically renewed, each time for a period of 1 (one) year, unless terminated by the undersigned performer by registered letter to be sent 6 (six) months before the expiration date. In such case the termination shall be effective starting from the 1st of January of the next year. Should the Statute of Artisti 7607 change or should Artisti 7607 take regulation actions in contrast with this mandate, the above mentioned mandate may be revoked in every moment by registered letter, and the revocation will be effective starting from the 1st of January of the next year. The remunerations due to the Undersigned for the period of effectiveness of the mandate, but collected by Artisti 7607 after its ending will be distributed in accordance with the mandate and as per the following par. 5.

3) The mandate is given for the following countries (please tick the relevant box):

all European and non-European Countries

all European and non-European Countries excluding:

.....
.....
.....

exclusively in the following Countries:

.....
.....
.....

4) This mandate is given (please tick the relevant box):

for all rights and/or remuneration

only for the following rights and/remuneration:

.....
.....

5) Within 60 (sixty) days from the end of each semester, the Undersigned will receive the half-yearly statement referred to the remunerations collected according to the present mandate.

Within 30 (thirty) days from the transmission of the corresponding invoice, the amount resulting from the statement will be transferred to the Undersigned via bank transfer as per the bank code indicated above.

It is understood that, in addition to the costs deducted at source by the foreign Collecting Society, Artisti 7607 will be allowed to withhold from the amount due to the Undersigned, in order to cover expenses and management costs of the present mandate, the "Consideration" as defined and indicated in the "Distribution Regulations" and the "Conferment and Execution Mandates Regulation", eventually increased of VAT if and where applicable, and every other taxes, fees, legal reserves and any other withholding which shall be applicable.

- 6) The Undersigned hereby undertakes to give to Artisti 7607, if possible in electronic format, every information in its possession concerning the works in which he/she played or performed, and undertakes to promptly communicate in writing every variation that may concern the personal data indicated in the present mandate, holding harmless Artisti 7607 and exonerating the latter of any liability in case the Undersigned's data variation was not promptly communicated to Artisti 7607. Artisti 7607 will manage the data in accordance with the d.lgs 196/2003 as per the attached information form. (Attachment 1).
- 7) The Undersigned will have the right to modify the territories as per the above mentioned par. 3) and/or the rights and/or the remunerations as per the above mentioned par. 4) in every moment, by communicating eventual modifications by registered letter before September 30th of every calendar year. Such modifications shall be effective starting from the 1st of January of the next year.
- 8) Artisti 7607 shall have the right to fulfil this mandate by sub-delegating in whole or in part the above described activities and/or by signing reciprocity agreements with organizations, companies and societies managing intellectual property rights, in Italy and/or abroad.
- 9) Artisti 7607 shall have the right to end the present mandate in case the mandating performer has set forth wrongdoings or conducts potentially able to harm the interests and/or the reputation of the company.
- 10) This mandate is regulated by Italian law and whatsoever modification and/or integration thereof shall be valid only if in writing. Any dispute arising between the parties concerning the interpretation and/or execution of this mandate will be referred exclusively to the Court of Rome.

Place and date

.....

Signature

.....

The undersigned states that all the clauses of this mandate have been negotiated and that, as provided for in the artt. 1341 and 1342 civil code, the par. 1., 2., 3., 4., 5., 7., 8., 9 and 10 are explicitly approved.

Signature

.....

The undersigned declares to be informed, pursuant to Article 4 paragraph 3 of Legislative Decree 15 March 2017 n. 35, of the following:

- The right holders, if they entrust the management of their rights to a

collective management body or an independent management entity, specify, in writing, which right or category of rights or type of works and other protected materials, they entrust to their management.

- In any case, the right holders maintain the right to grant licenses for non-commercial use of rights, categories of rights or types of works and other protected materials of their choice.
- The right holders have the right to revoke the entrustment of the intermediation activity, in whole or in part, to the territories of their choice, with notice of not less than four months and not more than six months. This right cannot be subject to any condition. The collective management organization or the independent management entity may decide that such revocation only produces effects at the end of the financial year.
- In the case of sums due to the right holders for exploitations that occurred before the withdrawal of the authorization or for licenses granted before the effects of an eventual revocation, the right holders retain the rights referred to in articles 15, 17, 24, 27, 34 and 38 (Legislative Decree 15 March 2017 No. 35, available at www.artisti7607.com).

Place and date

.....

Signature

.....

PRIVACY POLICY

in accordance with Italian law and EU Regulation 2016/679 on the protection and processing of personal data

<http://eur-lex.europa.eu/legal-content/IT/TXT/HTML/?uri=CELEX:32016R0679>

The processing of personal data is necessary for our business and we invite you to read this privacy policy. This privacy policy indicates which personal data are subject to processing, the rights of the interested parties and how to exercise them, the purposes and methods of collection and processing of personal data by ARTISTI 7607, a limited liability co-operative company with its registered office in Via Giovanni Battista Tiepolo 21, Rome <http://www.artisti7607.com/contattaci/>. If you have less than 16 years a parent or legal tutor must approve this privacy policy. You may revoke your consent to the processing of personal data by writing to the following email: info@artisti7607.com.

PURPOSE OF THE TREATMENT

In fulfilling the obligations provided for by national and Community legislation, and where necessary with the consent of the person concerned, Artisti 7607 acquires and processes personal data to carry out, to the extent necessary for the service, the management, administration and intermediation of copyright related rights or rights in any case covered by law 22.4.1941 no. 633. For example, Artisti 7607 processes personal data to send information and communications regarding the performance of its services, in order to inform its members on initiatives for the promotion, support and protection of performers, in order to make payments, in order to allow access to the reserved area of the web site, and for contractual, administrative and fiscal purposes.

PERSONAL DATA

The personal data processed by Artisti 7607, acquired with the signing of the mandate or during the management, administration and intermediation activities referred to above, or for the performance of social activities, include where possible:

- name, surname, date and place of birth, tax code;
- residence address, telephone number and e-mail address;
- details and copy of an identification document;
- Bank details (IBAN);
- tax regime;

any other information exclusively necessary for the social activities and for the management, administration and intermediation referred to above.

Any information provided because it is considered useful for the purposes of the service or the relevant contract, even relating to personal data of third parties, will be treated according to the principles of fairness, transparency and relevance, in line with this privacy policy and with the provisions of current applicable law. Artisti 7607 will not collect will nor process personal data of sensitive nature, judicial data or data belonging to the special categories referred to in Article 9 of Regulation (EU) 2016/679.

COMMUNICATION OF PERSONAL DATA

Artisti 7607 may share personal data with third parties - data processors in ac-

cordance with EU Regulation 2016/679 – with whom it collaborates in connection to the management, administration and intermediation activities described above, such as, in particular, European collecting societies, consultants and administrative and logistical services providers.

In addition to the recipients established by law, Artisti 7607 may communicate your personal data to public administrations, assistance institutions, credit institutions for payments, members of the Board of Directors and Supervisory Board of Artisti 7607, for the carrying out of statutory functions and duties. The list of personal data processing Managers is available at the headquarters of Artisti 7607 and can be obtained by sending an email to info@artisti7607.com.

TRANSFER OF PERSONAL DATA IN NON-EUROPEAN COUNTRIES

In order to carry out the management, administration and intermediation activities referred to above, and for the international protection of copyright related rights, with the required safeguards Under EU Regulation 2016/679, Artisti 7607 might communicate personal data and information on cinematographic works and similar to foreign collecting societies and/or to users or service providers operating in non-EU countries.

For the purpose of the described activities, concerning the possible transfer of personal data to non-EU countries that DO not guarantee adequate data protection in accordance with EU Regulation 2016/679, Artisti 7607 requires adequate guarantees (such as the signing of standard contract terms approved by the EU Commission) to the foreign company receiving such data.

MANAGEMENT OF PERSONAL DATA

Artisti 7607 retains personal data and copies of the relevant documentation for the period of carrying out the management, administration and intermediation activities mentioned above, or the social activities and in any case for a period of 10 years from the termination of the contractual relationship, subject to the obligations of law and the protection of Artists 7607's rights in Court. At the expiration of the contractual relationship the data will be deleted and all rights of access, rectification, portability and deletion can no longer be exercised.

RIGHTS OF THE INTERESTED PARTIES

By writing to info@artisti7607.com you can request information about your personal data and/or have access them, you can request to modify or transfer your personal data to another holder of the treatment, you can revoke consent to their treatment and request their cancellation, except for obligations of law of Artisti 7607. In accordance with the applicable law, you can forward any complaints about the treatment of your personal data to the Italian Privacy Authority (Garante) for the protection of personal data.

DATA PROTECTION OFFICER

The Data Protection Officer, appointed by Artisti 7607, can be contacted by e-mail at dpo@artisti7607.com or by post with a communication sent to Artisti 7607's office (Via G.B. Tiepolo 21, 00196 Rome) or by phone at n. +39 06 3242860.



Place and date

.....

For receipt

.....

DECLARATION HEIR

Place and date _____

The undersigned _____

born in _____ on _____

resident in _____

Fiscal Code: _____

Identified with the enclosed ID,

in its quality of heir of the performing artist of audiovisual works:

Name: _____

Surname: _____

born in _____ on _____

Fiscal Code: _____

with reference to the negotiation, administration, collection and distribution of fair compensation, private copying and any other remuneration due for copyright related rights following the use of the audiovisual works in the Italian territory, hereby declares, to any effect of the law and of the statute and regulations of Artisti 7607, not to have given any mandate to other collecting societies nor to have communicated withdrawal from the mandate given to another collecting society for the abovementioned performer.

In faith

(signature)