

INTERGRAM, an independent society of performers and producers of phonograms and audiovisual fixations

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(hereinafter „INTERGRAM,,), represented by General Manager

and

Performing Artist (please, cross out the unfilled columns):

First Name:.....Surname:.....
Pseudonym:.....
Birth Date and Place:.....
Birth Identification No.....Identity Card No.....
Residence permit and Passport No (in case you don't have an Identity Card):.....
.....
Personal Identification Number: (in case you don't have Birth Identification No).....
Permanent Address:.....
Phone: Fax: e-mail:.....
Temporary Address:.....
Phone: Fax: e-mail:.....
Bank Account:.....
Performing as (please mark your activities): musician, singer, conductor, chorus master, theatre actor, movie actor, video dubber,
TV-broadcast dubber, dancer, other activity (type
out):.....
Membership in other protecting organizations:.....
Tax Domicile (name and address of a tax office, where you send your income tax return):
.....

(hereinafter „Performer,,)

enter this

**Contract of Representation
of Performer's rights**

**Art.I
Subject of the Contract**

(1) By this contract the Performer authorizes INTERGRAM in the whole extent without territorial limitation (in case he/she did not explicitly reserve a territory hereinafter in Art. V, par. 9) to execute his/her rights, especially his/her right to grant permission (licence) for use of performance, and/or to by own name demand, determine, settle, collect and claim Performer's remuneration for use of performance, in the whole extent of use of performance, and for use of all Performer's own performances, that were recorded on any audio, video, or audio-video carrier in any way, (hereinafter „performances,,) in the following extent:

- a) during communication of the performances to the public by TV or radio broadcast and its transmission,
- b) during reproduction of the performances,
- c) during rental and lending of the performances,
- d) during production, sale, projection, exchange or any other way of distribution and communication of films and other audio-visual, audio or multimedial works, fixations or phonograms,
- e) during loading performances into memories, storing and using these performances from computer memories and their databases,
- f) during use of performances in advertising, unless the Performer did not explicitly reserve giving permission for this kind of use for himself/herself in Art. V, par. 9,
- g) during any communication of performances to the public (not included in the previous provisions), especially their public use from the fixation and its transmission and by TV and radio broadcast,
- h) during second, further and other use of performances produced for TV and radio organizations.

This contract shall not apply to performances consisting in narrating Czech version of film or other audio-visual works (dubbing) in cases, when there is no contract concluded between the user of such performances on one side and professional organizations of performers and/or INTERGRAM on the other side (professional agreement) or when a legal regulation does not state otherwise.

(2) The right to give permission (licence) for use of performances includes as well a right of INTERGRAM to deny or prohibit use of performances in justified cases.

(3) The Performer empowers INTERGRAM to protect his/her rights specified in Art.I, in accordance with legal regulations, including the court litigations and representing his/her rights in front of the state and other institutions and to take any actions necessary and suitable for protection of the entrusted rights, with the exception of actions over personal (moral) rights and rights for use of unrecorded performances, unless the law states otherwise.

Article II Obligations of INTERGRAM

(1) INTERGRAM accepts authorization to administer the rights stated in Art. I of this contract and is binded to protect them in the extent of empowerment under Art. I of the contract, in accordance with valid legal regulations, international agreements, internal rules of INTERGRAM and contracts closed between INTERGRAM and foreign protecting organizations. INTERGRAM exercises delegated Performer's rights in its own name. INTERGRAM collects remunerations for use of performances and is obliged to distribute them to the performers according to valid Clearance Regulations and Statutes of INTERGRAM.

(2) INTERGRAM is entitled to delegate administration of assumed performer's rights only to other collective administrators representing or administering rights of performers.

(3) INTERGRAM undertakes to administer remunerations collected from users of recorded performances with professional care and pay them out to the Performer in accordance with the Clearance Regulations of INTERGRAM.

(4) INTERGRAM undertakes to allow the Performer to look into the original materials used for accounting of his/her remuneration.

(5) INTERGRAM undertakes to use notices about fixations of performances and other information provided by the Performer only for the purposes of administration and protection of performances and collection and distribution of remunerations and is entitled to submit these information only to a foreign protective performers' organization based on their bilateral agreement and to International Performers Database (IPD).

Article III Obligations of Performer

(1) Performer undertakes not to enter for the duration of this contract any other agreements with third persons that may collide with the subject of this contract without previous written consent of INTERGRAM. The Performer will especially not enter any agreement by which he/she would, contrary to this contract, delegate to a third person his/her right to give permission for use of recorded performances or by which he/she would actually give this permission. In case he/she is asked by any user directly to give him/her permission to use his/her performances, that are subject to the provisions of this contract, the Performer is obliged to refer such user to INTERGRAM and without delay personally inform INTERGRAM about it. The Performer declares that at the

date of signature of this contract there is no such other valid agreement closed between him/her and a third person. In case he/she already entered such an agreement prior to signature of this contract, he/she is obliged to terminate it immediately and to inform all the involved persons, that his/her rights specified in Art. I of this contract are administered by INTERGRAM. Breach of these provisions can lead to an immediate denouncement of this contract by INTERGRAM, effective from the day, when the denouncement is delivered to the Performer.

(2) The Performer undertakes not to enter for the duration of this contract any other agreements with other protective organization with a similar scope of activities like INTERGRAM, even outside the territory of the Czech Republic (in case the Performer did not make an exclusion in Art. V, par. 9 in accordance with Art. I, par. 1,) supposing, that his/her rights within the jurisdiction of such an organization are covered by an agreement between INTERGRAM and this organization. In case the agreement between INTERGRAM and the foreign organization that has already entered an agreement with the Performer is closed after signature of such an agreement, performer is obliged to denounce such an agreement with this foreign organization.

(3) The Performer undertakes, within one month after fixation of each performance intended for publication, to inform INTERGRAM about existence of such a fixation. These information become property of INTERGRAM.

(4) The Performer undertakes to submit by request to INTERGRAM all the contracts and agreements which content could relate to INTERGRAM activities.

(5) The Performer undertakes to notify INTERGRAM without delay in writing with his/her sign manual about all changes of data given in the heading of this contract and also of any other personal and other information needed for carrying out this contract (e.g. change of address, name, tax domicile, bank account etc.)

(6) The Performer undertakes to cooperate with INTERGRAM in ensuring and exercising his/her rights towards the users of his/her performances under this contract and to submit to INTERGRAM all the information and documents needed in this respect.

(7) The Performer is liable to INTERGRAM for damage caused by breach of this contract, especially by providing wrong information and documents or by their late submission.

Article IV Distribution of Remunerations

(1) Remunerations will be paid off to the Performer usually once a year on his/her account given in the heading of this contract, if not given, at his/her address given in the heading of this contract, in the regular pay term.

(2) From the remunerations collected from the users INTERGRAM is entitled to deduct sum covering expenses connected to the entrusted rights administration, according to Art. I, including the expenses on the support and ensurance of common interests of performers, at the amount approved by the General Assembly.

Article V Final Provisions

(1) The Performer agrees that all the data needed for the administration of his/her rights at the extent given by the contract shall be kept in INTERGRAM computer database. INTERGRAM undertakes to provide these data without a special consent of the Performer only to a foreign partner organization, based on bilateral agreement, to International Performers Database (IPD) and in cases determined by internal rules of INTERGRAM or by legal regulations.

(2) This contract is being concluded for indefinite period and is in force and effect from the day when it is signed by both contracting parties. This contract shall substitute the former contract concluded with the Performer on.....

(3) This contract can be denounced in writing by a certified letter by June 30 with the effect from December 31 of the same calendar year. Provision of Art. III, par. 1 remains untouched. Denouncement must be sent to the Performer on the address given to INTERGRAM, and to INTERGRAM on its address stated in the heading of the contract (in case of change of INTERGRAM residence on a newly reported address.) It is agreed that for delivery process provisions of § 46 of the Civil Procedure Code shall apply.

(4) INTERGRAM can denounce this contract according to par. 3, in case that:

- a. The Performer fundamentally breaks his/her contract duties,
- b. The Performer has not had any income from the remunerations collected by INTERGRAM for 10 years,
- c. The Performer fundamentally damaged INTERGRAM's interests and good name.

(5) This contract can be changed and amended only in writing with the consent of both contracting parties. Provision of Art. III, par. 5 remains untouched and the notice about the change of data stated in the heading of the contract in accordance with this provision is considered as a valid change of the contract.

(6) In case the general binding legal regulations are amended and this change should affect this contract, the affected provision should then be applied in accordance with this change, while the remaining provisions of the contract shall remain in force, unless agreement between contracting parties or character of change does not imply otherwise.

(7) By this contract the Performer becomes, in accordance with Art. III, par. 1 of the INTERGRAM Statutes, the Member or the Represented. The details of Performer's membership in INTERGRAM, his/her rights and duties and other questions concerning their mutual relations are regulated by INTERGRAM Statutes, that are enclosed as the Annex of this contract.

(8) The contract is made in two counterparts; each one of the contracting parties shall obtain one.

(9) Special provisions:

In Prague.....

In.....Date.....

.....
INTERGRAM

.....
PERFORMING ARTIST