

Producer Rights Denmark (PRD) Membership Declaration

Central Business Reg. (CVR) no.:

(if the member does not have a CVR no. please state
the holder's civil registration no. (CPR))

Member number:

(to be filled in by PRD)

Production company/
Distributor's name

(hereinafter
'the Company')

Address

Post code & town/city

Country of residence

Telephone

Mobile phone

E-mail address

Website

Account number

Transfer:

The Company transfers to PRD the right to enter into agreements on and collect remuneration for the exploitation of its own and acquired rights to audiovisual productions (management right) in areas comprised by sections 13, 17, 30 a, 35, 39-46a and 50(2) of the Danish Copyright Act, as well as in areas where the broadcasting of audiovisual productions, etc, involves a commercially active third party, regardless of whether such third-party involvement is on behalf of a TV broadcasting organisation, provided the third party facilitates access to an overall range of audiovisual productions against payment or other consideration.

As regards non-fiction the transfer also comprises cases in which the exploitation use of audiovisual productions, etc, involves a commercially active third party, regardless of whether such third-party involvement is on behalf of a TV broadcasting organisation, a streaming service provider or similar, provided the third party facilitates access to an overall range of audiovisual productions against payment or other consideration.

The Company authorises PRD to take any legal or factual action associated with the discharge and protection of this right, whether the copyright is an exclusive right and/or a right of remuneration. PRD can enter into representation agreements with comparable foreign organisations. PRD can leave the management of these rights and agreements or parts thereof to other organisations, including organisations under Copydan.

This transfer is non-exclusive and applies only to the extent the Company has the rights concerned in its possession. The transfer also comprises already produced audiovisual productions.

Scope of membership:

- The Company's membership of PRD is to comprise all categories and territories.
- The Company's membership is to be restricted to special categories of rights, ie, will not fully comprise the rights stated above under 'Transfer'. Please also fill in page 2.
- The Company's membership is to be subject to territorial restrictions. Please also fill in page 2.

**If the box regarding category restrictions has been ticked:
Which rights categories is PRD membership to comprise?**

PRD is only to manage the following rights belonging to me:

Specified categories: _____

**If the box regarding territorial restrictions has been ticked:
Which territories is PRD membership to comprise?**

World
PRD is to manage rights worldwide

World minus
PRD is to manage rights worldwide with the exception of the territories specified below

DK plus
PRD is to manage rights in Danish territory (including the Faroe Islands and Greenland) plus other territories specified below

DK
PRD is only to manage rights in Danish territory (including the Faroe Islands and Greenland).

Specified territories: _____

Is the Company a member of other comparable foreign management organisations, eg, Agicoa?

State which organisations here: _____

The undersigned, who is authorised to sign for the Company, hereby declares that:

- I am acquainted with the above conditions concerning the transfer,
- I undertake to resettle remuneration received with the proper party or parties if the Company receives remuneration on behalf of other right holders
- I will comply with PRD's statutes and the board's decisions and provide PRD with the information required in accordance with those statutes, including documentation of rights as requested by PRD's administration.

Membership becomes effective as of PRD's approval of the signed Membership Declaration OR as of this date: _____.

Membership may be terminated at six months' written notice to expire at the end of a calendar year.

Date _____ Name of person authorised to sign in block capitals _____

Signature _____

Supplement to Membership Declaration regarding board decisions concerning the transfer of rights

Notwithstanding the contents of the Membership Declaration, the transfer of rights to PRD is, however, exclusive as regards audiovisual productions, etc, if and when a majority of PRD's board members make a decision in this respect. The Company's non-exclusive transfer of rights as regards audiovisual productions, etc, hereby becomes exclusive, and, in relation to such productions, the Company cannot itself dispose of the rights comprised by the transfer to PRD. The scope and commencement of exclusivity follow from the same decision. This also applies to already produced audiovisual productions to the extent that the Company has not already disposed of the rights relative to a third party in advance of the commencement of exclusivity.

Irrespective of the transfer, the Company may grant permission for non-commercial use to a third party in accordance with guidelines established by PRD.

PRD may not withhold consent for a third party's exploitation of audiovisual productions, etc, comprised by the exclusive transfer. PRD may thus not prevent a third party from exploiting an audiovisual production, etc. Rights comprised by section 50(2) may only be asserted if the involved TV broadcasting organisation, streaming service provider, etc, has granted its consent to the exploitation, or in the case of co-licensing.

Date:

Name of person authorised to sign in block capitals

Signature