

**Model clause for 90-minutes formats for the application of GVR
(integral part of the agreements between the contracting partner (production company) and
GVR Entitled Persons):**

§ XX Subsequent-remuneration/consequential-remuneration

- a) In accordance with § 36 UrhG¹, the regional broadcasting stations constituting the ARD-network ("ARD Broadcasters"), Degeto and the "Produktionsallianz"² have agreed on "Gemeinsame Vergütungsregeln" (Joint Remuneration Regulations), with various associations for fictional program formats with a commissioned length of approx. 90 minutes, which are realized as fully or partially financed commissioned productions of the ARD Broadcasters and/or Degeto (the "Gemeinsame Vergütungsregeln" are hereinafter referred to as "GVR"). Within the scope of application, the following selected GVR shall apply and shall become an integral part of this Agreement (GVR as **Annex X**).
- ☐ for the work **script**: the GVR concluded with "Deutscher Drehbuchverband (DDV)"³ dated June 24, 2019 and the Amendment Agreement 2023 dated April 13, 2023 and the GVR concluded with "Verband Deutscher Bühnen- und Medienverlage (VdB)"⁴ dated July 2, 2019 and the Amendment Agreement dated March 30, 2023 for fictional commissioned productions,
- ☐ for the work **acting**: the „BFFS-ARD-Schauspiel-GVR– 90-Minüter“⁵ concluded with "Bundesverband Schauspiel e. V. (BFFS)"⁶ dated May 30, 2022 for fictional commissioned productions for main and supporting actors/actresses and for dubbing actors/actresses,
- ☐ for the work **director**: the GVR concluded with "Bundesverband Regie (BVR)"⁷ dated June 12, 2023 for fictional commissioned productions.

- Please select which work is affected -

The GVR provide that the person entitled under the GVR (hereinafter referred to as the "GVR-Entitled Person") gives consent to the ARD Broadcasters (and/or the distribution companies respectively) for the use or exploitation of the production beyond the regular use (regular/large package) and receives a separate, usage-based remuneration (subsequent-remuneration/consequential-remuneration) for this consent from them. In case of the application of the GVR for the work acting, the same shall occur via „deska Deutsche Schauspielkasse GmbH ("deska")"⁸.

- b) The GVR-Entitled Persons claims arising from the respective GVR for separate, usage-based remuneration (subsequent-remuneration/consequential-remuneration) plus any applicable contributions to "Künstlersozialkasse"⁹ and employer's contributions to "Pensionskasse für Freie Mitarbeiter"¹⁰ shall be directed solely against the respective exploiting ARD Broadcaster.

¹ Article 36 of the German Copyright Act (UrhG)

² producers' alliance

³ German scriptwriter association

⁴ association of German stage and media publishers

⁵ joint remuneration regulations between ARD and the federal association of actors („BFFS") for 90-minutes formats

⁶ federal association of actors

⁷ federal association of directors

⁸ German actors fund

⁹ artists' social security fund

¹⁰ pension fund for freelancers

- c) The GVR-Entitled Person is obliged to enter the data required for the accounting of the claims in the GVR-Degeto-Catalogue. For this data entry, Degeto will provide the login data for the GVR-Degeto-Catalogue to the GVR-Entitled Person to the e-mail address to be provided by the GVR-Entitled Person to the production company.

xxxxx@xxxx.xx

The information sheet on the GVR-Degeto-Catalogue (**Annex XY**), which shall become an integral part of this Agreement, gives details on the registration and gives assistance with the data collection and, in particular, with the extended obligation of the GVR-Entitled Person to cooperate in the event that the GVR-Entitled Person has not yet received a request from Degeto to provide the above-mentioned information at the time of the broadcast of the production. The data of the GVR-Entitled Person can only be transmitted to Degeto via the GVR-Degeto-Catalogue.

Degeto shall be entitled to transfer the aforementioned information to the respective exploiting ARD Broadcaster and, in the event of the application of the GVR for the work acting, to “deska”. In the event of the application of the GVR for the work acting, the GVR-Entitled Person acknowledges that a corresponding data transfer can also take place from “deska” to the ARD Broadcasters or Degeto.

The legal basis for data processing is Art. 6 para. 1 lit. b) and lit. f) DSGVO¹¹.

The data is used to process the claims for information and the claims for the separate, usage-based remuneration (subsequent-remuneration/consequential-remuneration) resulting from the respective GVR.

- d) Without further request, the GVR-Entitled Person is obliged to notify any changes of the above-mentioned information to the GVR-Degeto-Catalogue. It is not possible to provide changes in any other way. Current data is a precondition for the payment of the separate, usage-based remuneration (subsequent-remuneration/consequential-remuneration). In all other respects, the obligations of the GVR-Entitled Person to cooperate as set out in the respective GVR shall apply.
- e) The GVR-Entitled Person is aware that personal data of the GVR-Entitled Person obtained within the scope of the contractual relationship will be transferred by the production company to Degeto to the extent required by law (and to “deska” in the event of the application of the GVR for the work acting). The same shall apply to the transfer of data to the ARD Broadcasters and/or ARD-Werbegesellschaft/en (and distribution companies), if applicable, for the purpose of data processing and data transfer. The GVR-Entitled Person is entitled to information or rectification in accordance with the statutory regulations.
- f) The GVR-Entitled Person remains obliged to pay tax on the separate, usage-based remuneration (subsequent-remuneration/consequential-remuneration) and to pay any social security contributions due on it, unless the respective paying ARD Broadcasters itself is obliged to pay taxes and contributions in accordance with the statutory regulations (e.g. § 13 b UStG, § 50 a EStG, pension fund).
- g) The claim to the separate, usage-dependent remuneration (subsequent-remuneration/consequential-remuneration) cannot be assigned or pledged.
- h) In the event of the application of the GVR for the work acting, the following shall apply: The GVR-Entitled Person agrees that the payment of the total amount for all GVR-Entitled Parties can be made by the ARD Broadcasters with debt-discharging effect to the trust account to be designated by “deska”. The GVR-Entitled Person further agrees that further payment and settlement shall be made by “deska” in accordance with the distribution key

¹¹ Art. 6 para. 1 lit. b) and lit. f) General Data Protection Regulation (GDPR)

pursuant to Annex 1 of the GVR for the work acting, to the extent as this has been agreed with “deska”.