

RECIPROCAL REPRESENTATION AGREEMENT

This reciprocal representation agreement (hereinafter referred to as the "Agreement") has been concluded on the 18th of June 2024 ("Signing Date") by and between:

The Association of International Collective Management of Audiovisual Works, an association registered under the laws of Switzerland established at 1, Rue Pestalozzi, CH 1202, Geneva, Switzerland, represented by Tom De Lange, Managing Director and Frédéric Vanbossele, Head of Legal and Licensing (hereafter referred to as "AGICOA")

and

UPFAR-ARGOA, the Romanian Union of Film and Audiovisual Producers – Romanian Association for Collective Management of Audiovisual, a collective management organization registered in Romania established at Iordache Golescu no. 17, floor 1, sector 1, postal code 011302 Bucharest, Romania, fiscal identification code RO 12263159, legally represented by Viorel Chesaru, Managing Director and Laurențiu Oprea, Executive Director (hereafter referred to as "UPFAR-ARGOA")

Hereinafter jointly referred to as "Parties" or individually as "Party"

RECITALS

Whereas AGICOA is an organization whose purpose consists in the worldwide collective management of copyright and related rights on behalf of producers of Audiovisual Works;

Whereas AGICOA is mandated by its declarants on a worldwide basis to collect remuneration arising from the use of their Rights in Audiovisual Works, as defined below;

Whereas UPFAR-ARGOA is an organization authorized by Decision no. 337/23.12.2010 of the Romanian Copyright Office to perform the collection and distribution of the cable retransmission royalties in Romania, acting as sole collector;

Whereas AGICOA wishes to mandate UPFAR-ARGOA to represent AGICOA's repertoire for the purposes of negotiation and conclusion of licensing agreements for the use of its Rights in Romania;

Whereas the Parties have concluded in 2019 two (2) distribution agreements with regard to the payment of royalties collected by UPFAR-ARGOA on AGICOA's behalf for the broadcasting periods from 1 April 2012 up to 31 December 2014 and from 1 January 2015 up to 29 December 2016;

Whereas AGICOA has been collecting royalties from UPFAR-ARGOA in the absence of any formal written agreement for broadcasting periods from 1 January 2017 up to the Signing Date;

Whereas both AGICOA and UPFAR-ARGOA have expressed their intention to enter into this Agreement in order to ensure the performance of future mutual representation undertakings.

THUS, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

AGICOA's Geographic Scope of Activities means any country other than Romania.

Applicable Methodology means the internal procedure conducted by UPFAR-ARGOA pursuant to Romanian law as approved by UPFAR-ARGOA's managing bodies detailing the rules and



methodology for establishing the collection and licensing tariffs, collection procedure and any other related aspect that is relevant for the exploitation of the Audiovisual Works in Romania.

Audiovisual Work(s) means a sequence of moving images and sounds protected by copyright including but not limited to cinematographic audiovisual works, television films and serials, documentaries, and any other copyright protected audiovisual content that is not excluded from the repertoire of either Party by relevant legislation, agreements or decisions of their respective governing bodies. For the avoidance of doubts, this definition can be supplemented from time to time by any official interpretation of the governing bodies to any other work that is construed as audiovisual work.

Confidential Information means all information, data or material disclosed by one Party (the "Owner") in any manner, whether orally, visually or in tangible form, to another Party (the "Recipient"), including, without limitation, the terms and conditions of this Agreement, any information provided by the Owner regarding its business and operations, marketing activities, its clients, know-how, internal organization and/or software used in order to manage the Owner's activity and other similar information that is proprietary to and/or confidential information of the Owner, and all copies, descriptions and summaries thereof, whether created by the Owner or the Recipient. Confidential Information shall not include information or material (i) that is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Owner, (ii) that is or becomes part of the public domain other than by breach of this Agreement or other wrongful act of the Recipient, (iii) that is developed by the Recipient independently of and without reference to any Confidential Information of the Owner, or (iv) that is received by the Recipient from a third party who is not under any obligation to the Owner to maintain the confidentiality of such information.

Rights means the following exploitations of the Audiovisual Works that are part of a Party's repertoire and are contained in television programs intended for the reception by the public:

- the simultaneous, full, unchanged and continuous retransmission by cable (and in the European Union (the "EU"), the retransmission by cable and other than by cable as defined by the EU Directive 93/83/EEC and the EU Directive 2019/789;
- the communication to the public by direct injection as defined by the EU Directive 2019/789 as transposed under Law no. 8/1996;
- the communication to the public by hotels, hospitals, homes for elderly, prisons and other similar establishments;
- recording for (non-commercial) educational purposes by educational institutions in specific countries.

The following additional rights *inter alia* or services may be included on a case by case basis upon AGICOA's prior written consent, expressed as an addendum to this Agreement, unless they are subject to mandatory collective management under the EU Directive 2019/789 as implemented within the EU Member States, including under Law no. 8/1996:

- Catch-up TV;
- TV Start from the beginning;
- Pause and Resume;
- Preview TV;
- TV Everywhere via any device, including without limitation tablets, smartphones, laptops or PCs;
- In-Home via any device, including without limitation tablets, smartphones, laptops or PC's within the home of the subscriber;
- STB to STB streaming (multi-room);
- Network Personal Video Recorder (NPVR);
- Communication in bars, cafes and other public areas.



2. MANDATES AND REPRESENTATION

2.1 AGICOA'S MANDATE TO UPFAR-ARGOA

2.1.1 AGICOA hereby mandates UPFAR-ARGOA to represent AGICOA's repertoire for the purposes of negotiation and conclusion of licensing agreements for the use of its Rights in Romania. It is understood that the representation of AGICOA's repertoire is strictly limited to the Rights declared at AGICOA within the scope of its general and voluntary mandates and with the observance of all legal and mandatory provisions regarding licensing activities in Romania. For the avoidance of doubts, UPFAR-ARGOA is required also contractually to observe any and all legal obligations imposed by the Romanian legislation and to follow any mandatory position received from the governing body in Romania.

2.1.2 UPFAR-ARGOA hereby accepts to represent AGICOA's repertoire in Romania and to collect remuneration and distribute the amounts arising from the licensing agreements in accordance with the terms of this Agreement. UPFAR-ARGOA is therefore authorized to perform all agreed actions necessary to collect said remuneration, being empowered to act on behalf and in the name of AGICOA, in this respect. For the avoidance of doubts, AGICOA's mandate is granted to UPFAR-ARGOA only under the conditions set forth in this Agreement and is limited to the acts stipulated in this Agreement. Any and all actions performed by UPFAR-ARGOA surpassing its mandate shall not be undertaken without AGICOA's prior written approval.

2.1.3 If, at the Signing Date, international rightholders have declared Audiovisual works and Rights directly with UPFAR-ARGOA, UPFAR-ARGOA shall, in order to avoid double payments, provide AGICOA with a list of such rightholders upon thirty (30) calendar days following the Signing Date.

2.1.4 After the Signing Date, UPFAR-ARGOA shall undertake to propose any international rightholder willing to declare Rights and Works directly with UPFAR-ARGOA to do so directly with AGICOA.

2.1.5 UPFAR-ARGOA shall consult AGICOA during the procedure of establishing tariffs before passing an approval within its managing bodies/directories on the Applicable Methodology to licensing tariffs, as provided under Romanian law. For the avoidance of any doubt, at the beginning of each year, UPFAR-ARGOA shall send AGICOA the agenda of its next directory meeting including the draft Applicable Methodology at least four (4) calendar weeks prior to its publication on UPFAR-ARGOA's website and at its registered office. AGICOA shall then be given three (3) calendar weeks to express its opinion and make proposed revisions as applicable.

2.1.6 Subject to AGICOA's approval, which shall not be unreasonably delayed or withheld, in each instance, UPFAR-ARGOA will be responsible for signing the licensing agreements with the operators in Romania.

2.1.7 Any licensing agreements concluded beyond the territory of Romania shall be deemed invalid and surpassing UPFAR-ARGOA's mandate.

2.1.8 UPFAR-ARGOA is not authorized to enforce AGICOA's Rights in relation to AGICOA's repertoire, including by prohibiting the use of the Audiovisual Works included therein, through legal proceedings or otherwise, except with the prior written consent of AGICOA.

2.2 UPFAR-ARGOA'S MANDATE TO AGICOA

2.2.1 UPFAR-ARGOA hereby mandates AGICOA to represent UPFAR-ARGOA's repertoire for the purposes of negotiation and conclusion of licensing agreements for the use of its Rights in AGICOA's Geographic Scope of Activities.

2.2.2 AGICOA hereby accepts the mandate to represent UPFAR-ARGOA's repertoire in AGICOA's Geographic Scope of Activities and to collect remuneration and distribute the amounts arising from the licensing agreements in accordance with the terms of this Agreement. AGICOA is therefore authorized to perform all agreed actions necessary to collect said remuneration.



2.2.3 UPFAR-ARGOA shall register its Audiovisual Works in AGICOA's works and rights database for AGICOA's Geographic Scope of Activities. UPFAR-ARGOA shall ensure that the declarations and updates of such declarations are made in a timely fashion and according to the standards, rules and procedures of AGICOA.

2.2.4 If, at the Signing Date, UPFAR-ARGOA has representation agreements in place with other collective management organizations covering the same Rights and overlapping with UPFAR-ARGOA's mandate to AGICOA, UPFAR-ARGOA shall provide AGICOA with a list of such agreements within thirty (30) calendar days following the Signing Date.

2.2.5 Upon the Signing Date, UPFAR-ARGOA commits not to sign any new representation agreement overlapping with UPFAR-ARGOA's mandate to AGICOA.

3. EXCHANGE OF GENERAL INFORMATION

3.1 The Parties shall exchange general information as necessary for the collection of royalties and for the allocation and distribution of the distributable funds in accordance with this Agreement. This obligation is mandatory and essential for the effective performance of this Agreement and should be observed based on legal applicable provisions. Failure to observe this obligation by either Party may grant the Party in distress the right to enforce this obligation by any available legal means.

3.2 The Parties shall inform each other on any significant evolution of the audiovisual market, legislation and case law in the field of copyright, communication law, tax law and other legislation relevant to this Agreement, in the territories falling under their scope of competence. Specifically, at the beginning of November of each year, UPFAR-ARGOA informs AGICOA about any changes to the Romanian legislation that impacts on AGICOA's collection in Romania.

3.3 The Parties shall exchange their annual and transparency reports in English version before the end of the second quarter of the following year, including in electronic format. Failure to observe this obligation by either Party may grant the Party in distress the right to enforce this obligation by any available legal means.

3.4 Each Party shall inform in writing quarterly the other Party about performed activities, amounts distributed and any other aspects of collective management of the Rights represented for the other Party. Failure to observe this obligation may grant the first Party the right to enforce this obligation by any available legal means.

3.5 Upon request, AGICOA shall provide information on its repertoire such as represented works in Romania.

4. ACQUISITION OF AUDIENCE DATA AND ENCODING OF TV CHANNELS

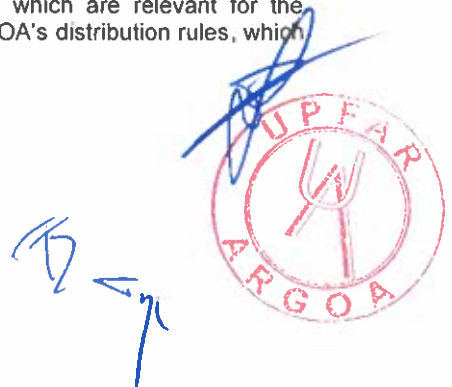
4.1 Acquisition of audience data

4.1.1 UPFAR-ARGOA shall acquire broadcast data for TV channels that are necessary for the distribution of royalties collected in Romania.

4.1.2 AGICOA shall acquire broadcast data for TV channels that are necessary for the distribution of royalties collected in AGICOA's Geographic Scope of Activities.

4.2 Encoding of TV channels

4.2.1 UPFAR-ARGOA shall encode the broadcasts of TV Channels which are relevant for the distribution of royalties collected in Romania according to UPFAR-ARGOA's distribution rules, which shall be made available to AGICOA.



4.2.2 AGICOA shall encode the broadcasts of TV Channels which are relevant for the distribution of royalties collected in AGICOA's Geographic Scope of Activities according to AGICOA's distribution rules.

5. IDENTIFICATION AND CALCULATION OF THE DISTRIBUTION

5.1 BY UPFAR-ARGOA

5.1.1 Every three (3) months, AGICOA shall send a claim to UPFAR-ARGOA including all its Audiovisual Works with Rights in Romania.

5.1.2 Following receipt of AGICOA's claim, UPFAR-ARGOA shall match the Audiovisual Works with Rights received from AGICOA with UPFAR-ARGOA's broadcast data in order to allocate royalties to each of AGICOA's Audiovisual Works with Rights.

5.1.3 UPFAR-ARGOA's matching of data shall enable AGICOA to perform distribution to its rightholders with Rights on Audiovisual Works. Specifically, to ensure the valid and streamlined allocation of royalties to each of AGICOA's Audiovisual Works with Rights, such matching shall be done in accordance with the requirements listed in Annex 1.

5.1.4 This procedure is deemed by AGICOA as an essential obligation under this Agreement. Any failure by UPFAR-ARGOA to comply with this obligation will entitle AGICOA to enforce this obligation by any available legal means.

5.2 BY AGICOA

AGICOA undertakes, on the basis of the data of the Audiovisual Works and Rights register sent by UPFAR-ARGOA by the 31st of December of each year and the broadcast encoding data, the identification of the broadcasts works and the calculation of the distribution of the royalties to the rightholders represented by UPFAR-ARGOA.

6. UPFAR-ARGOA'S COLLECTION REPORTS

6.1 In respect of each year and during the Term of this Agreement, UPFAR-ARGOA shall send to AGICOA an annual written report (hereafter "UPFAR-ARGOA's Collection Report") in English within thirty (30) days after the end of such year, a template of which is attached to this Agreement as Annex 2.

6.2 The Parties agree and understand that this obligation is applicable also for the broadcasting period starting 1 January 2024.

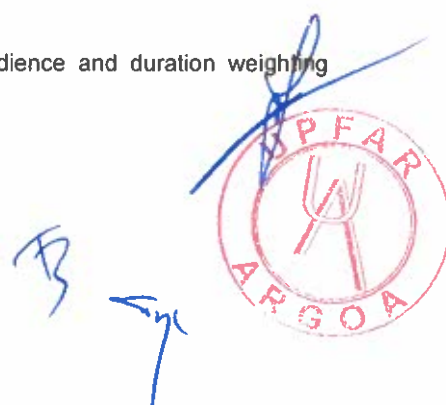
6.3 In addition to the information to be provided in UPFAR-ARGOA's Collection Report, UPFAR-ARGOA shall also provide all relevant documentation which AGICOA might request from time to time to administer its Rights, including but not limited to the copies of invoices sent by UPFAR-ARGOA and collection bank account statements.

7. DISTRIBUTION PRINCIPLES AND DEDUCTIONS

7.1 GENERAL PRINCIPLES OF DISTRIBUTION

7.1.1 The Parties shall run the distribution of royalties collected in countries falling under their respective scopes of competence according to their respective distribution rules which shall comply with the following principles:

- Distribution per broadcasting year, taking into account audience and duration weighting scales;



- Application of positive or negative interests on collected amounts to corresponding royalties until the first distribution;
- No deduction for cultural or social funds or for similar purposes unless required by national law; and
- No discrimination between Romanian and foreign entitled parties.

7.1.2 Any major modification to either Party's distribution rules shall be communicated to the other Party without undue delay.

7.2 UPFAR-ARGOA'S DEDUCTIONS

7.2.1 UPFAR-ARGOA's annual management fee to be deducted from the total gross royalties due to AGICOA shall amount to a maximum of twelve percent (12%), it being understood that, should UPFAR-ARGOA's actual management fee was to fall below the 12% maximum set hereunder, UPFAR-ARGOA's actual fee should be applied.

7.2.2 No further deductions are authorized or recognized by AGICOA, taking into consideration also AGICOA's General Policy on deductions from royalties and from any income arising from the investment of royalties, as amended from time to time, the latest version being available on AGICOA website (www.agicoa.org).

7.2.3 UPFAR-ARGOA shall provide on an annual basis its actual cost compared to its budget. Such information shall be included also in UPFAR-ARGOA's Collection Report.

7.3 AGICOA'S DEDUCTIONS

7.3.1 AGICOA's deductions shall be as set forth in AGICOA's General Policy on Distribution, as amended from time to time, the latest version being available on AGICOA website (www.agicoa.org).

7.3.2 No further deductions are authorized or recognized by UPFAR-ARGOA.

8. INVOICING AND PAYMENTS

8.1 UPFAR-ARGOA'S STATEMENTS AND PAYMENTS

8.1.1 UPFAR-ARGOA shall pay AGICOA the amount of royalties due to its rightsholders with Rights as soon as possible but no later than nine (9) months from the end of the financial year for which the royalties were collected, unless objective reasons prevent UPFAR-ARGOA from meeting that deadline. In such event, UPFAR-ARGOA undertakes to inform AGICOA without undue delay and to clearly identify the objective reasons. Such notification shall be submitted to AGICOA's attention within a maximum of thirty (30) days as of the end of the said nine (9) months. This obligation is deemed by AGICOA as an essential obligation under this Agreement. Any failure by UPFAR-ARGOA to comply with this obligation will entitle AGICOA to enforce this obligation by any available legal means available.

8.1.2 UPFAR-ARGOA's payments shall be net of withholding tax. In this regard, UPFAR-ARGOA shall be responsible to assess and pay the applicable amount of withholding tax to the Romanian fiscal authorities. UPFAR-ARGOA shall provide AGICOA with all necessary documentation from the taxing authorities evidencing receipt by such taxing authorities of the withholding taxes or similar tax or charge without delay as after receipt of such documentation from the taxing authorities. The Parties shall cooperate and do their best efforts to achieve all benefits and exemptions for AGICOA under the terms of the Treaty for avoidance of double taxation concluded between Switzerland and Romania.

8.1.3 All amounts due by UPFAR-ARGOA to AGICOA shall be communicated in a statement sent in electronic format and showing the total amount of royalties collected by broadcasting year minus UPFAR-ARGOA's deductions as approved under article 7.2 of this Agreement.

The image shows a handwritten signature in blue ink over a red circular stamp. The stamp contains the text 'UPFAR-ARGOA' around the perimeter and a stylized logo in the center. The signature is written across the top and right side of the stamp.

8.1.4 Following receipt of the above-mentioned statement, AGICOA shall send to UPFAR-ARGOA an invoice for the amount due to AGICOA.

8.1.5 UPFAR-ARGOA shall pay AGICOA within thirty (30) working days after the issuing date of AGICOA's invoice by making a transfer to the AGICOA bank account mentioned on said invoice.

8.2 AGICOA'S STATEMENTS AND PAYMENTS

8.2.1 AGICOA shall pay to UPFAR-ARGOA the total amount of royalties resulting from the use of UPFAR-ARGOA's repertoire on the basis of the declarations of Audiovisual Works and Rights by UPFAR-ARGOA with AGICOA in countries falling under AGICOA's Geographic Scope of Activities.

8.2.2 All payments due by AGICOA to UPFAR-ARGOA shall be made in accordance with AGICOA's annual distribution plan as approved yearly by AGICOA's Administrative Board and which will be made available to UPFAR-ARGOA via AGICOA's international Audiovisual Works and Rights database (the "IRRIS Database").

8.2.3 All payments due by AGICOA to UPFAR-ARGOA shall be remitted with statements in an electronic format.

8.2.4 AGICOA shall pay UPFAR-ARGOA on UPFAR-ARGOA's bank account details entered in the IRRIS Database.

9. RIGHT OF AUDIT

9.1 AGICOA may, through a duly authorized representative that may be a chartered auditor or an entrusted expert:

- i. Upon reasonable written notice to UPFAR-ARGOA, given with at least twenty (20) working days prior to the intended audit day, audit the books and other records which belong to UPFAR-ARGOA and which are relevant to the performance of this Agreement; and
- ii. copy such books and records, which are related to the performance of this Agreement.

9.2 AGICOA shall only use UPFAR-ARGOA's books and records for the purpose of this Agreement and shall not disclose its contents or any part thereof to a third party except to its appointed auditors, tax or legal advisers or unless required by law.

9.3 For the avoidance of doubts, UPFAR-ARGOA cannot and will not disprove of AGICOA's request for audit.

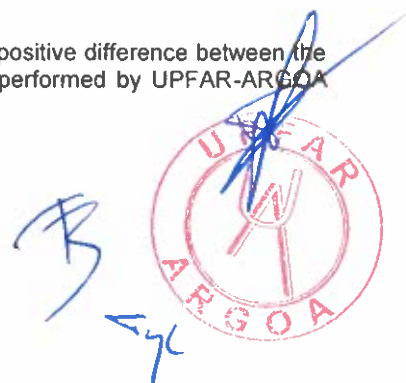
9.4 The Parties understand and agree that, as a general rule, the expenses incurred for the audit will be borne by AGICOA, under the condition that:

- i. any and all obligations of UPFAR-ARGOA, including under articles 3.1, 3.3, 3.4, 5.2, 6.1, 6.2 and 8.1 were respected accordingly by UPFAR-ARGOA and that;
- ii. no finding from the audit will dismiss or ascertain other data than the one provided by UPFAR-ARGOA to AGICOA in the performance of this Agreement.

9.5 If the above-mentioned conditions are not fully observed and/or ascertained under the audit report, UPFAR-ARGOA will be required to (i) pay any and all expenses incurred by AGICOA in the performance of the audit and (ii) amend any irregularities of its reporting data.

9.6 In order to avoid any misrepresentation, UPFAR-ARGOA shall correct such irregularities under a term of fifteen (15) days from the date of issuance of the audit report by the independent auditor and its making available by AGICOA.

9.7 UPFAR-ARGOA understands that in the event of a significant positive difference between the findings ascertained by the independent auditor and the reporting performed by UPFAR-ARGOA



(referred for the purpose of this article as the "Positive Difference"), the latter will be obliged to pay AGICOA the following: (i) the value of the Positive Difference with interest as of the due date and (ii) liquidated damages established at the level of the Positive Difference.

10. CONFLICTS

10.1 In the event the same Audiovisual Work is part of both the AGICOA and the UPFAR-ARGOA repertoires, AGICOA's Conflict Rules shall apply in order to make a decision regarding payment of royalties for said Audiovisual Work.

10.2 Payment of remuneration for said Audiovisual Work shall be retained until the conflict is solved.

11. CONFIDENTIALITY

The Parties agree not to use any Confidential Information for any purpose other than the performance of their respective obligations under this Agreement. Neither Party shall, during or after the Term of this Agreement, disclose or allow to be disclosed, any Confidential Information to a third party, except:

- to employees who are reasonably required to have the Confidential Information in connection herewith and are bound by written agreement or by law to keep such information confidential;
- to agents, representatives, lawyers, advisers and other persons who need to know such Confidential Information and are bound by written agreement or rules of professional responsibility to keep such information confidential; and
- pursuant to and to the extent of a legislative provision or judicial request, including ORDA as per Romanian Law in this regard.

12. DATA PROTECTION POLICY

12.1 Both Parties agree that they will handle any personal data provided by the other Party in accordance with applicable laws, including Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data (the General Data Protection Regulation) and any amendments thereto. The Parties undertake and agree to abide by the terms set forth in Annex 3 attached hereto as integral part of this Agreement.

12.2 The obligations under this article shall not expire upon termination of this Agreement.

13. INTELLECTUAL PROPERTY

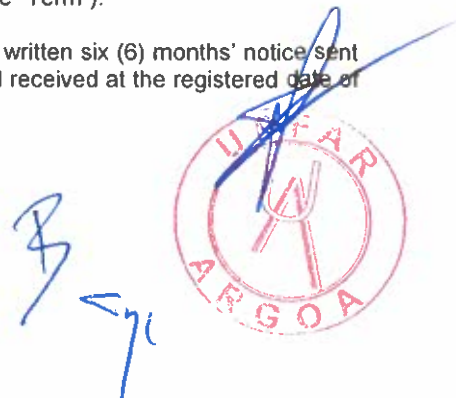
The intellectual property in all software, documentation, information, data, charts or drawings created by either Party shall vest in such Party.

14. TERM AND TERMINATION

14.1 This Agreement comes into force at the Signing Date. The Parties understand that the Agreement shall govern all distributions which take place following the Signing Date, irrespective if the remunerations had been collected prior to the Signing Date.

14.2 It is concluded for an indefinite term (herein referred to as the "Term").

14.3 Each Party may terminate this Agreement at any time upon written six (6) months' notice sent to the other Party by registered mail. Such notice shall be deemed received at the registered date of delivery.



14.4 Notwithstanding the terms of article 14.2 herein, this Agreement may be terminated by either Party with immediate effect enforceable against third parties:

- i. If royalties are not paid at the agreed timing as provided herein and/or if either Party fails to any of its obligation herein in spite of two (2) formal notices served by registered letter with return receipt within a period of three (3) months from the day of the other Party's knowledge of the breach;
- ii. If a Party no longer has its authorization for performing collective management;
- iii. If one of the Parties is subject of a petition in bankruptcy or a winding-up order, or if its solvency is manifestly in doubt.

14.5 This Agreement shall terminate automatically in the event of the declared bankruptcy or insolvency of a Party.

14.6 In case of termination, all provisions of this Agreement shall remain in force with regard to the distribution and payment of any amounts collected on behalf of either Party's repertoire in the year prior to said termination.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 In case of a dispute arising under this Agreement, the applicable law and the competent jurisdiction shall be the one of the defendants to the claim.

15.2 The Parties shall endeavor in good faith to reach an amicable settlement of any dispute through friendly negotiations or referral to an independent mediator, in accordance with, without limitation, the WIPO Mediation Rules for Film and Media. The place of Mediation shall be Geneva, although any conferencing system might be used. The language to be used in the mediation shall be English.

16. MISCELLANEOUS

16.1 The validity of this Agreement shall not be affected in case one or more of its provisions turn out to be invalid.

16.2 Any modifications and amendments to this Agreement shall be made in writing and signed by both Parties so as to be legally valid.

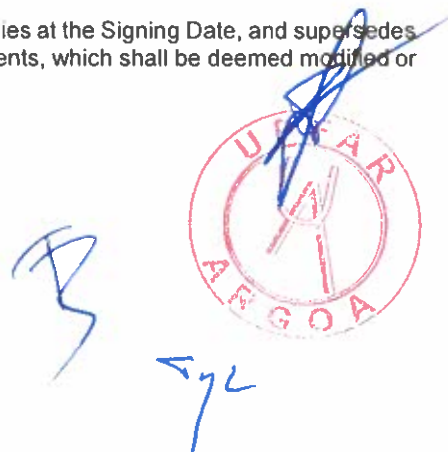
16.3 Each notice given under this Agreement shall be served by registered mail to the registered office of the other Party. Such notice shall be deemed to have been delivered at the registered date of delivery.

16.4 Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of principal – agent, between the Parties.

16.5 Neither Party is entitled to assign the rights derived from this Agreement to a third-party nor subrogate a third-party in its place totally or partially, except upon prior written consent of the other Party, which consent shall not be unreasonably reused or delayed.

16.6 The Parties accept complete responsibility for the acts or omissions of its agents, subcontractors and all other third-parties the services of which are retained in the context of the performance of this Agreement.

16.7 The Agreement constitutes the entire accord of the Parties at the Signing Date, and supersedes all prior agreements, proposals, understandings or arrangements, which shall be deemed modified or updated by the terms agreed hereby.



This Agreement has been made in English in two (2) original copies, of which each Party has taken one (1).

For and on behalf of AGICOA

Tom De Lange
Managing Director

Date:

18.05.2024



Frédéric Vanbossele
Head of Legal and Licensing

Date:


18 September 2024



For and on behalf of UPFAR-ARGOA

Viorel Chesaru
Managing Director

Date: The 18th of June, 2024



Laurențiu Oprea
Executive Director

Date: The 18th of June, 2024



ANNEX 1
UPFAR-ARGOA's matching of data

UPFAR-ARGOA's matching of data provided for in article 5.1.3 shall be done in an Excel sheet which shall include one column for each type of information as listed in the AGICOA NOMENCLATURE reproduced below:

AGICOA NOMENCLATURE	CORRESPONDING UPFAR-ARGOA NOMENCLATURE
Broadcast Number	Playlist ID
Broadcast Title	Playlist title
Broadcast Episode title	Playlist subtitle
Date of the broadcast	Transmission date
Channel	Channel
Genre	Work type
Production Country	Production country
Production Year	Year of production
Time of the broadcast	Time
Duration	Duration (seconds)
Ratings	Rating
Duration X rating (Points)	Points
	Repartition source
	Repertoire ID <i>(unique in UPFAR-ARGOA system)</i>
AGICOA work title	Repertoire title
AGICOA work number	Identification code <i>(provided by agicoa)</i>
Production company/Producer	Producer / co-producer
Percentage claimed by AGICOA	Rights holder percentage
Gross amount (lei)	Gross amount (lei)



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ANNEX 2
UPFAR-ARGOA's Collection Report Template



Annex 2_Collection
Report Form Templa

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ANNEX 3
Obligations of the Parties as personal data recipients

The Parties warrant and undertake that:

- a) They will have in place appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected;
- b) They will have in place procedures so that any third party it authorizes to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of a Party, including a data processor, shall be obligated to process the personal data only on instructions from that Party. This provision does not apply to persons authorized or required by law or regulation to have access to the personal data;
- c) They have no reason to believe, at the time of entering into this Agreement, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under this Annex 3, and they will inform each other (and will pass such notification on to the authority where required) if they become aware of any such laws;
- d) They will process the personal data for purposes described in this Agreement, and have the legal authority to give the warranties and fulfil the undertakings set out in this Annex 3 thereto;
- e) They will identify a contact point within their organizations authorized to respond to enquiries concerning processing of the personal data, and will cooperate in good faith between themselves, the data subject and the authority concerning all such enquiries within a reasonable time;
- f) They will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless they notify each other about the transfer and
 - the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards.
- g) They will process the personal data in accordance with the following data processing principles:

Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in this Agreement or subsequently authorized by the data subject.

Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

Security and confidentiality: Technical and organizational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.



Rights of access, rectification, deletion and objection: The Parties acknowledge the data subjects' rights provided in Articles 16 to 18 of Regulation EU 2016/679, and hereby agree to cooperate in order to ensure that such rights are respected by informing each other about any request for access, rectification, deletion or objection to data processing that a Party might receive from a data subject while executing its obligations under this Agreement.

h) The Parties agree that the termination of this Agreement at any time, in any circumstances and for whatever reason does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.



A handwritten signature in blue ink is written over a red circular stamp. The stamp contains the text 'UNEP' at the top and 'ARGO A' at the bottom, with a stylized 'W' in the center. To the right of the stamp is another handwritten signature in blue ink.