

Preliminary agreement between the Danish Broadcasting Corporation (DR) and the Danish Actors' Association (DSF) regarding on-demand third-party use

Use of DR's productions is requested in connection with various third-party on-demand services. For this reason, DR and DSF have entered into the present preliminary agreement concerning DR's productions, which may thus be used in the on-demand contexts mentioned below. The preliminary agreement also applies to productions produced in accordance with previous agreements; however, DR must contact DSF with respect to productions from before 1997 which have not previously been broadcast.

It should be noted that the present preliminary agreement does not prejudice DR's right to resell on-demand rights to other TV stations in accordance with clause 23 of the 2013 Agreement.

In the present preliminary agreement, on-demand third-party use is divided into the following categories:

- A. Ordinary video on demand, where users may watch the "production" against payment of a fee per stream or per download of either a single episode or all episodes (the box set). It is a condition that the service is not wholly or partly funded by advertising.
- B. The making available on demand of DR's productions by a TV distributor or other service provider, where the availability of the productions to the end users is either included in a subscription fee or paid for via a monthly fee (e.g. "YouSee/TDC's 50-series" or "Netflix").
- C. Other on-demand use.

For use in accordance with letter A, DR is to pay a royalty of 4% for sale of up to 3,000 streams/downloads, 6% for sale of between 3,000 and 10,000 streams/downloads and 7% for sale of more than 10,000 streams/downloads.

The royalty is calculated on the proceeds ("selling price") that DR as a sole or joint distributor receives from the digital sales provider (the stream and download provider). The proceeds are defined as the selling price to the end users excluding VAT after deduction of the share of the income from the digital sale of the digital sales provider. Unless otherwise agreed by the parties, the share of the income of the digital sales provider cannot amount to more than 30%.

The royalty payment is governed by the same payment and reporting practices as DVD sale.

DR may assign the above rights and obligations to a third party, including a third party abroad.

The parties have not entered into any agreement concerning use in accordance with letters B and C.

With regard to use in Denmark in accordance with letter B, it is the wish of DSF that the performers be paid via an agreement between the TV distributor and either DSF or a representative appointed by DSF (e.g. Copydan).

The parties agree to begin a dialogue on future models no later than 1 April 2013.

With regard to use abroad in accordance with letters B and C, DSF is prepared to enter into special agreements with DR.

The present preliminary agreement is temporary and expires without further notice on 31 December 2014.

The present preliminary agreement has been signed by both parties.