

AGREEMENT

BETWEEN

THE DANISH PRODUCERS' ASSOCIATION AND THE DANISH ACTORS' ASSOCIATION ON THE PRODUCTION OF FEATURE FILMS

OF AUGUST 1ST 2007 WITH AMENDMENTS OF JANUARY 1ST 2011

PART I – PRODUCTION AGREEMENT

Clause 1 Area of the Agreement

(1)

The present Agreement applies to all actors, opera singers (chorus singers excepted), and dancers engaged in feature film productions by members of the Danish Producers' Association (hereafter referred to as the producers), whether these are sole producers or co-producers.

No individual contract can be entered into which impairs the rights of the employee stated by this Agreement.

In this Agreement, employment as an actor is defined as any engagement in which the employee makes use of professional acting skills. Engagement as a puppeteer is included to the extent that the actor with his or her voice or through puppetry is performing a character/role.

(2)

The provisions of this Agreement are not binding on the engagement of:

- amateur performers participating either in whole productions or in parts of productions in regard to which it is announced directly or otherwise made clear that amateur performers participate,
- productions in which amateur performers display their own situations in their own environments,
- performers below the age of 18, or, in the case of dancers, below the age of 16,
- extras – work as an extra is defined as participation in choruses, décor etc in which the performer holds no individual importance for the production; individually says no more than 30 words; does not give any individual singing performance; nor does any choreographic dancing. Members of the Danish Actors' Association (hereafter referred to as DSF) are not allowed to engage on extra terms. It is the responsibility of the individual performer to make known his or her membership of DSF.

(3)

First time performers below the age of 25 performing in youth roles can be paid below the minimum salary.

Clause 2 Entering into engagements

(1)

All contracts of engagement between members of the producers and the employees (cf clause 1)

must be in writing.

(2)

The standard contract agreed upon by the associations is to be used, and it must be signed in triplicate. One copy is to be given to the employee together with a copy of this Agreement, the other to DSF.

(3)

All the clauses of the standard contract must be filled in.

Clause 3 Payment and periods of call

(1)

An employee can be engaged on a daily salary, the contract guaranteeing a specified number of working days within a specified period of time, or to perform a part against payment of an aggregate salary within a period of time specified by the contract. In both cases, a daily salary must be specified in case of filming days outside the period of time specified by the contract.

(2)

Where the employee is engaged to perform a part against payment of an aggregate salary, the contract must guarantee the employee a minimum salary of DKK 53,300 and a minimum average daily salary of DKK 3,900.

In case of such engagement, the employee is neither entitled to any overtime payment or supplementary payment for work on public holidays, as provided for by clause 5, nor to payment for special services, cf clause 7 (4), if none of this exceeds normal scope. By "normal scope" is generally meant that the overtime amounts to no more than 10% of the total working time, that post-synchronisation takes no longer than 4 hours, and that no more than 2 costume rehearsals and 2 reading rehearsals are required.

(3)

The period of time during which the employee has to be available to the producer must commensurate with the aggregate salary that the employee is entitled to according to the contract. The period of call ends when the production is finished at the latest, i.e. at the latest when post-synchronisation is finished.

Where the employee is engaged to perform a part against payment of an aggregate salary, the parties involved may agree to divide a specified number of filming days into half filming days, cf clause 4 (3).

(4)

A daily salary must amount to a minimum of DKK 2,600.

As of January 1 2008, the minimum daily salary amounts to DKK 2,900.

From January 1 2009, the minimum daily salary amounts to DKK 3,000.

From January 1 2010, the minimum daily salary amounts to DKK 3,100.

(5)

Payment is to take place at the end of the production, meaning no later than 14 days after the employee's last filming day. Payment must not be postponed until after any post-synchronisation to take place later than this.

Where a production is of more than 2 months' duration, the employee is entitled to monthly payments.

Clause 4 Working hours – reduced working hours – cancellations

(1)

The normal working time is 8 hours per day between 7 am and 6 pm, incl. a 45-minute lunch break and a 15-minute coffee break.

(2)

A filming day commences when the employee is declared ready for filming provided that make-up time and waiting time prior to this point do not exceed one hour. In case of longer make-up time and/or waiting time, a filming day commences when the employee has had one hour of make-up time and/or waiting time.

(3)

If the producer due to an employee's other engagements is prevented from carrying out whole working days, it can be agreed in the contract of the employee in question that a specified number of days is divided into half working days.

In such cases, the employee is entitled to half the daily salary, or – if half the daily salary amounts to less than this – DKK 1,500.

If the division of working days into half working days implies additional travel expenses for the employee, these are to be paid by the producer.

If the working time exceeds 4 hours, calculated from the time when the employee is declared ready for filming until the end of the employee's performance, the employee is nevertheless entitled to the full daily salary.

(4)

If filming is cancelled after the arrival of the employee, he or she is only entitled to 50% of the daily salary, but if cancellation takes place after more than four hours' waiting time, the employee is entitled to the full daily salary.

However, the employee is always entitled to the salary settled by the contract.

(5)

The employee is to be notified of filming on Sundays and public holidays at least 6 days in advance. In special cases, however, this provision can be suspended if the parties involved agree to do so.

Clause 5 Overtime payment – payment for work on Sundays and public holidays

(1)

Where a working day exceeds 8 hours, the employee is to receive overtime payment of 1/8 of the agreed daily salary plus a supplement of 50% per hour commenced.

The employee is never obliged to work for more than 12 hours per day.

Where an employee works overtime for two consecutive days, taking off or paying out of lieu time must take place as follows:

- Lieu time can be taken by shortening the third working day, without reducing the salary, by the number of hours corresponding to the overtime supplement (for instance, a total of four hours' overtime on the first two days leads to a shortening of the third day by two hours).
- The overtime done can be paid out (excl. supplement).

If no work is planned on the third day, the overtime plus supplement is to be paid out.

(2)

The parties involved can agree that filming can either begin or be extended till after 6 pm.

Payment follows the rules applying to daytime work; however, overtime is to be paid in accordance with sub-clause 1 above when the working time after 6 pm exceeds 6 and a half hour (incl. a 30-minute break).

(3)

Filming on Sundays and public holidays (cf clause 4 (5)) entitles the employee to the agreed daily salary plus a 50% supplement (hereafter referred to as the increased daily salary).

Overtime payment and payment for staggered working hours on Sundays and public holidays follow the rules listed in sub-clauses 1 and 2, except that supplements are to be calculated on the basis of the increased daily salary.

Employees who themselves have demanded that work should be placed on Sundays or public holidays, either when entering into the contract or later, are not entitled to supplements for work on those days.

Clause 6 Travel and per diem rates

(1)

All travelling beyond 20 km from the domicile of the producer (or, where the domicile of the producer is placed in Copenhagen, beyond 20 km from the boundaries of the county of Copenhagen) must be paid for by the producer. Where the employee is to use public transport, he or she is entitled to travel on first class (air travel excepted).

(2)

Where the filming requires the employee to stay away from home overnight, he or she is entitled to accommodation and per diem rates corresponding to the rules applying to civil servants, or the producer may provide board and lodgings of a similar standard. Where filming takes place outside Denmark, the employee is to receive accommodation and per diem rates corresponding to the rules applying to civil servants, or the producer may provide board and lodgings of a similar standard.

(3)

For travelling days or waiting days in connection with filming abroad, the employee is entitled to 25% of the agreed daily salary, or - if 25% of the salary amounts to less than this - DKK 700 plus accommodation and per diem rates.

On filming in Denmark, the producer may choose either to pay the employee DKK 700 plus accommodation and per diem rates for travelling and waiting days or to let the employee travel from his or her home against paying the travel expenses as well as DKK 700 plus accommodation and per diem rates on travelling days, provided that no filming takes place on these.

(4)

Where an employee is called to be ready on location for only one day, the provisions in clause 4 (4) apply, travelling time in such cases being equalled to waiting time.

Clause 7 Work outside the period of time specified by the contract and special services

(1)

The employee is obliged to learn his or her part and lines before the day of filming, under the provision that the employee has received the manuscript in due course before the filming.

(2)

In case the production is not completed within the period of time specified by the contract, the employee is obliged to contribute loyally to the quickest possible completion of the production against the daily salary specified for such cases, cf clause 3 (1).

(3)

If the employee due to illness or another valid reason is unable to complete his or her part within the period of time specified in the contract, the employee is obliged to be at the producer's disposal as soon as his or her infirmity has passed in order to complete the production. In such cases, the employee is entitled to no other payment than that specified by the contract.

(4)

An employee engaged on a daily salary can be required to render special services outside actual filming days against the following payments:

- In case of special costume rehearsals, make-up rehearsals, and portrait photographing, the employee is entitled to DKK 800. Such services are usually of no more than 3 hours' duration.
- In case of reading rehearsals, stage rehearsals, post-synchronization, and playback, the employee is entitled to DKK 1,600.

(5)

The employee is not entitled to receive any payment for test filming to be used for casting, unless the producer and the employee have entered into a special agreement on payment. For other test filming, eg pilots or dummies, the employee is entitled to DKK 1,800 for one day or DKK 1,200 for half a day. Recordings from film rehearsals must not be shown in public without the actor's

consent.

Clause 8 Speaking and dubbing

(1)

The minimum salary for speaking and dubbing of films is DKK 1,750 for the first studio hour and DKK 800 for each additional hour commenced.

(2)

The minimum salary for post-synchronization (not the employee's own voice) is DKK 2,050 for each of the first 4 hours and DKK 700 for each additional hour commenced. Dubbing of cartoons is regulated by a special agreement.

(3)

If actors etc. only contribute to the sound track of a film, including Danish cartoons, the royalty specified in clause 16 (1a) is reduced to 3% of the income from broadcasts of the Danish version. However, if the employee has participated in the creation of one or more of the film's characters, or if one of the characters has been modelled after the actor's person, the producer and the employee must moreover agree on a royalty percentage in regard to the income from distribution abroad. If the performance for which the employee is engaged is comparable to dubbing, the producer can enter into an agreement on buy-out in accordance with the current agreements on dubbing.

Clause 9 Holiday allowance

The employee is entitled to receive holiday allowance as a proportion of his or her salary in accordance with the current Holidays with Pay Act.

Clause 10 Costumes etc.

(1)

Unless other arrangements have been made, the employee is to provide the normal, modern clothes necessary for the performance of his or her part. However, the employee is never obliged to pay for purchases amounting to more than 15% of his or her aggregate salary. The producer is to provide all character costumes as well as wigs, beards, make-up, and ballet shoes, all of which remain the property of the producer.

(2)

The producer is not responsible for valuables or other effects brought to the studio or location of filming by the employee.

(3)

If parts of the employee's usual wardrobe or other of the employee's personal belongings are lost in connection with filming, the producer is to be held responsible provided that these have been placed in accordance with the producer's directions.

Clause 11 Illness – payment in case of illness

(1)

In case of illness, the employee is obliged to inform the producer of this and, on request, to produce a medical certificate. The employee is obliged to be at the producer's disposal as soon as his or her illness has passed in order to complete the film (cf clause 7 (2) and (3)).

(2)

If the employee's illness is of such nature and duration that it is deemed to cause the producer substantial practical and ensuing financial problems, the producer is entitled to terminate the contract in writing if he or she wishes to do so.

The employee is to receive the full daily salary for the days on which he or she has been working. If the employee's illness is caused by injury in connection with working for the producer, he or she is entitled to payment in accordance with the contract.

(3)

Before entering into the contract, the producer is entitled at his or her own cost to ask that the employee have a medical so that the producer may take out insurance to cover a case in which the employee dies or falls ill to an extent that is deemed to cause the producer substantial practical and ensuing financial problems. If such medical prevents the producer from taking out insurance at normal premium, the producer is in the right to cancel any oral agreement previously entered into. Alternatively, the producer may ask the employee to declare that he or she is in such physical condition as permits the producer to take out insurance at normal premium.

Clause 12 Breach of contract

(1)

If the employee fails to arrive at the time when filming has been agreed to commence or even remains absent from the filming, or if the employee in any other way seriously breaches the contract, the producer is in the right to terminate the contract immediately and to claim compensation in accordance with ordinary legal rules and procedures.

(2)

Similarly, the producer is also obliged to obey the contract and, if failing to do so, to pay compensation to the employee. If the producer seriously breaches the contract, the employee is moreover in the right to terminate the contract of engagement.

Clause 13 General obligations

(1)

During the employee's period of call to the producer, the employee is obliged to keep the producer informed of how he or she can be reached most easily.

(2)

All manuscripts and musical scores given to the employee are the producer's property and are thus to be returned to the producer after the completion of the part.

(3)

The employee cannot be required to compensate for damage to property done while working unless he or she has shown gross negligence.

(4)

The employee is obliged to be at the producer's disposal during the period of call. However, the producer is to respect other contracts of engagement previously entered into by the employee of which the producer has been informed. The employee can only enter into further engagements within normal working time (cf clause 4 (1)) with the producer's consent.

When it is agreed that the employee is to be at the producer's disposal for marketing of the film after the period of call (cf clause 3 (3)) without receiving extra payment for this, a special agreement on the extent of such work must be made when entering into the contract of engagement. If the producer is unable to inform the employee of the period when he or she is obliged to be on call for marketing of the film when the engagement is entered into, the producer must inform the employee of this afterwards. The producer must, however, respect any other engagements of the employee.

(5)

The employee is entitled to be present at the première and/or press release as well as to give interviews on such occasions, just as he or she is entitled to have his or her name included in the credits. Further reference is made to clause 3 of the Copyright Act.

(6)

The employee is not allowed to receive unauthorised persons on or bring unauthorised persons to the film company's premises or other locations of filming without the producer's consent.

Clause 14 Duty of silence

The employee is not allowed to publish any details relating to the manuscript or the filming of the production without the producer's consent.

Clause 15 Force majeure

In case of force majeure, the producer is in the right to terminate the contract of engagement immediately, paying the employee only the proportion of the salary corresponding to work already completed.

PART II – RIGHTS AGREEMENT

Clause 16 The exploitation right of the producer

(1)

In accordance with the contract, the producer obtains the exclusive right, without any time limit, to show and distribute the film throughout the world, in all formats, and by means of all means of presentation, and to have the film subtitled and post-synchronised in foreign languages in accordance with the following provisions:

- a) When the income from a film, except from the income defined in g), h) and i) below, has covered the private investment with a supplement of 28% and 40%, respectively, of the producer's own share of this (private capital), a royalty of 8% and 12%, respectively, of the income of the producer and other private investors must be paid to DSF, cf protocol 3. Royalty must be paid before the income is divided between the producer and others who have a right to a share of the income from the film, cf however point d) below and protocol 6. For a definition of the private investment, reference is made to protocol 1.
- b) The producer pays a supplement of 20% of the salary, excl holiday allowance and other social benefits, to the actors etc. who are engaged to perform in a feature film under the present Agreement. The supplement must be paid to DSF when the production accounts have been completed, although no later than 3 months after the première of the film, cf protocol 2.
- c) Where both Danish and foreign actors participate in the production of a film, the royalty to be paid in accordance with point a) above is reduced pro rata in accordance with the relation between the salaries paid to the Danish and the foreign actors respectively. Reference is made to protocol 4.
- d) On co-productions with foreign producers, royalties are only to be paid of the income of the Danish producer. If the foreign producer in the contract has obtained exploitation rights to the film, a supplement is agreed upon on the basis of the actor's basic salary. The supplement is adjusted in accordance with the nature and extent of the foreign producer's exploitation right, cf protocol 6.
- e) Films that are produced for both cinema and TV are subject to the provisions applying to feature films in as far as they are first launched as cinema films.
In regard to films that are produced in different versions for cinema and TV, a special agreement must be entered into on the payments to the participating actors.
Where a film is produced primarily as a TV-film with a view to broadcast on TV first, the agreements on payments to the actors and repeat broadcast payment applying to pure TV-productions must be adhered to.
Where a film has originally been intended as a cinema film, and the actors thus have been paid in accordance with the ordinary rules applying to cinema feature films, the producers' association and DSF must negotiate a model on which a conversion to the payments etc. applying to feature films can be based. (See the Agreement on TV-Production).
- f) The employee has not assigned the right to a share of a possible library levy from the lending of videograms.
- g) The employee's and the producer's right to remunerations for cable retransmission of radio and TV signals, cf clause 35 of the present Copyright Act, is to be applicable irrespective of the

provisions of this Agreement.

- h) The employee's and the producer's right to remunerations for the copying of blank tapes, cf clauses 39-46 of the present Copyright Act, is to be applicable irrespective of the provisions of this Agreement.
- i) A royalty of 8% of the income from the use of the film for educational purposes at schools must be paid to DSF in accordance with the agreement with Copydan of May 10th 2007. The income of the film from the use of feature films for educational purposes at schools is not seen as part of the income on which the calculation of royalty is based in accordance with point a) above. This provision applies to films produced after January 1st 1975 and takes effect from January 1st 2008.

(2)

If the producer wants to exploit the production's sound track as a phonogram, a special agreement has to be made with the employee.

(3)

All royalty payments in accordance with this clause is to be given to DSF, who is then in charge of distributing the remuneration to the employees engaged under the terms of this Agreement.

(4)

All rights to present or future uses of the employee's performance or picture that has not been assigned to the producer, cf sub-clauses 1 and 2, belong to the employee.

Clause 17 Other rights

(1)

The producer is entitled to assign or sell the rights to the film provided that the conditions of the present Agreement are complied with. The producer is obliged to inform DSF of any kind of assignment or sale of the film as soon as possible.

In all events, exploitation of the rights described by the contract and this Agreement depends on the producer's accurate and punctual payment of the remunerations specified in this Agreement. If the producer fails to pay due payments for more than 30 days after receiving such claim from DSF by registered letter, the producer loses all future rights to the production, to which effect a written declaration from DSF to the producer is due. However, the producer is entitled to regain the rights at any time by paying his or her debts plus debt interest calculated from the payment due date, as well as any reasonable costs which DSF has had to pay due to the producer's breach of contract.

If the producer files for bankruptcy or for an administration order, he or she loses all rights to the production 30 days after filing, unless full and satisfactory security can be given that all due payments, including payments prior to the filing for bankruptcy or for an administration order, will be paid punctually.

The employee's conditions for assigning his or her exploitation right to and authority over the production to the producer in accordance with the provisions of this Agreement also apply in relation to the producer's partial or universal successors. However, all claims on and notifications to the producer are binding also in relation to these until DSF by registered letter has been informed of the succession and of a representative of the successor domiciled in Denmark on

whom binding claims can be made and to whom binding notifications can be given in the future.

(2)

DSF is entitled to demand documentation for income and costs in relation to the exploitation of the film, as well as to demand full insight into the accounts of the film if there is any doubt as to the correct settlement to DSF and to the employee.

(3)

The producer and/or the director decide how much of the employee's performance that is to be used in the final film. Similarly, the producer and/or the director are in the right to make changes in the manuscript both prior to and during the filming. If the nature of the part or its status in the production undergoes serious changes, the producer is obliged to notify the employee of this before the première of the film. Excepted from this are changes caused by censorship.

(4)

The producer cannot have the employee's voice dubbed in Danish unless a special agreement on this has been made with the employee. Similarly, the producer can use neither computer generated images nor so-called stand-ins without having made an agreement to do so with the employee or his or her inheritors.

(5)

The producer is entitled to use photographs and drawings of the employee as well as clips from the film as well as to use the employee's name in the credits as well as on posters and other advertisements for the film in compliance with good practice and to the extent that it concerns the direct marketing or launching of the film, cf protocol 5.

In regard to photographs in which the employee is wholly or partly undressed, reference is made to protocol 5.

The producer's right to promote the film without any payment of special remuneration to the employee includes the right to produce and show a production about the creation of the film (the film about the film), the purpose of which is the promotion of the film. However, an agreement on this must be made with the employees at fair notice, and the production must take place with respect for the individual employee as a person, which includes showing consideration in connection with sensitive rehearsals.

(6)

With the exception of trailers, clips from the film featuring the employee cannot be used in other films without the employee's consent in each case.

Scenes cut out of the film can only be used in other films or TV-productions if an agreement on this has been made with the individual employee.

(7)

Parts of the film that include the employee's performance cannot be used in commercials without the employee's consent in each case. Similarly, the employee's image may not be copied into a context in such way as to function as an advertisement for advertisers or sponsors. This condition also applies to the parts of the sound track of the film that include the employee's voice and to stills.

(8)

The producer is obliged to send a copy of the form used for reporting on the financing and the income of the film to the Danish Film Institute, or of parts of it, to DSF. DSF is obliged to treat the received information as confidential.

PART III – OTHER PROVISIONS

Clause 18 Arbitration

(1)

Any questions relating to the understanding of the present Agreement, to its fulfilment or its termination must – if the parties involved neither are able to reach an amicable settlement nor decide to bring the dispute before a court of law – be referred to arbitration. The arbitration board is to consist of three persons and the following provisions apply:

The party requesting arbitration must notify the other party of the request by registered letter stating the issues to be submitted to arbitration, as well as whom he or she has appointed as his or her arbitrator.

Within 14 days after receiving the request, the second party must then by registered letter notify the first party of whom he or she has appointed as his or her arbitrator. In default of this, the arbitrator of the second party is to be appointed by the president – or, alternatively, the vice-president - of the Danish Labour Court.

The two arbitrators appoint a lawyer to act as umpire and chairman of the arbitration board. If the arbitrators fail to agree on an umpire within a week, the umpire is also to be appointed by the president – or, alternatively, the vice-president - of the Danish Labour Court.

The arbitrators themselves decide on the procedure to apply to the board's hearing of the dispute.

The ruling of the arbitration board is final and binding on both parties.

The arbitration board, in its verdict, is entitled to decide who is to pay for the costs of the arbitration, including payment to the arbitrators.

Clause 19 Application and termination

(1)

The present Agreement takes effect, when signed by the parties in it, from August 1st 2007.

(2)

If the contracts of engagement for a film have partly been entered in to in accordance with the previous Feature Films Agreement of December 22nd 1999, this Agreement applies to all the contracts of engagement; however, not to contracts entered into after February 1st 2008.

(3)

The Agreement has an application period of 4 years. However, either of the parties in the Agreement can terminate it at 3 months' notice with effect from the end of a month, although no earlier than July 31st 2010

(4)

If one of the parties wishes to terminate the Agreement, that party is to propose amendments to the sections of the Agreement that he or she wishes to renegotiate to the other party.

(5)

Negotiation of the proposed amendments must be begun no later than 2 months after the

submission of the proposal. The negotiation process should be aimed at establishing a new Agreement to be entered into before the expiry of the terminated Agreement. Until a new Agreement has been entered into, or in case of dispute, the provisions of the terminated Agreement must be adhered to.

This Agreement has been signed by both of the parties.