

**November 9<sup>th</sup> 2004**

## **AGREEMENT**

**between**

**THE DANISH PRODUCERS' ASSOCIATION called THE PRODUCERS  
of the one part**

**and**

**THE DANISH ACTORS' ASSOCIATION  
of the other part**

**on the production of commercials**

## **Contents:**

<b>Agreement on the production of commercials</b>	<b>..... Page 3</b>
<b>Protocols to the Agreement</b>	<b>..... Page 16</b>
<b>Contract - Visual performance</b>	<b>..... Page 22</b>
<b>Contract - Audio performance</b>	<b>..... Page 27</b>
<b>Contract - Choreography</b>	<b>..... Page 32</b>
<b>Contract - Later exploitation</b>	<b>..... Page 34</b>
<b>Exploitation declaration</b>	<b>..... Page 37</b>

# **Agreement between the Producers and the Danish Actors' Association on the production of commercials**

## **PART I - PRODUCTION AGREEMENT**

### **CLAUSE 1 Application of the agreement**

**(1)**

**This Agreement covers the production of advertising spots and commercials for television, the cinema, video display in retail sale outlets and other public communication.**

**The Agreement does not cover information films and information spots with a non-commercial purpose.**

**(2)**

**This Agreement covers actors, opera singers, choreographers and dancers who are employed for the production of commercials by a producer no matter whether the producer is a sole producer or a co-producer as follows:**

**The agreement shall be applicable where Danish performers are employed (including non-Danish members of the Danish member organisation) no matter whether the commercial is produced in Denmark or abroad and no matter whether the commercial is used in Denmark or abroad,**

**The agreement shall not be applicable where non-Danish performers are used and where the commercial is produced abroad and where it is used abroad only,**

**Where non-Danish performers are employed in a commercial which is used in Denmark, the producer shall be entitled to remunerate the performers with one lump-sum salary provided that such sum is not lower than the minimum rates for studio work and use fees as stipulated in the Danish agreement. If disagreement arises between the performer and the producer about working hour rules etc., the performer shall be entitled to demand the provisions of this Agreement used to resolve the disagreement.**

**No individual contracts which impairs the position of the performer in relation to the provisions of this Agreement may be made.**

**(3)**

**The provisions of this Agreement shall not be binding for the engagement of:**

**Amateur performers for entire productions or segments in productions which, when broadcast, are clearly amateur productions.**

**Performers under the age of 18 years, or dancers under the age of 16 years.**

**Extras. In the context of this Agreement, work as an extra shall mean anonymous contribution which requires no specific skills as regards artistic expression and that the extra is easily replaceable (except as regards type of person).**

**Members of the Danish Actors' Association shall not be entitled to accept engagement on conditions relating to extras. Performers are obliged to inform about such membership of the**

**Danish Actors' Association.**

## **CLAUSE 2 Contract of employment**

**(1)**

**The producer shall not be entitled to exploit the commercial for any purpose until the standard contract referred to in Sub-clause (2) below has been signed and submitted. All points in the contract form must be filled in.**

**(2)**

**The standard contract drawn up jointly by the signatories to this Agreement must be used and signed in triplicate by the performer and the producer. The producer shall give one copy of the contract to the performer and shall send one copy to the Danish Actors' Association at the following address:**

**Filmex  
c/o Danish Actors Association  
Sankt Knuds Vej 26  
1903 Frederiksberg.**

**The Danish Actors Association sends one copy of the contracts to the Producers' secretariat.**

**(3)**

**Where a performer is engaged for more than one job, a standard contract must be filled in and signed for each such job, cf. Clause 3(5) and 3(6).**

**(4)**

**Before the work and possible casting commences, the producer shall be entitled to require that the performer fills in and signs the Exploitation Declaration attached to this agreement.**

## **CLAUSE 3 Payment and period of call**

**(1)**

**Payment for performance in commercials must always be effected in the form of payment for the production itself (studio fee) and payment for the exploitation of the commercial (use fee).  
For performance in the picture, payment shall be made for whole days.**

**(2) Visual performance**

**As of November 9<sup>th</sup> 2004, the studio fee amounts to a minimum of DKK 3,600 per day.**

**As of January 1<sup>st</sup> 2005, the studio fee amounts to a minimum of DKK 3,700 per day.**

**As of January 1<sup>st</sup> 2006, the studio fee amounts to a minimum of DKK 3,825 per day.**

**(3) Visual performance - background**

**Background performance shall be deemed to mean:**

**That the performer cannot, or only with difficulty, be identified and that the performer has no lines to speak, and does not sing or dance ect. except as part of the décor and the like.**

**The payment for background performance shall amount to a minimum of DKK 2,500 per day (as of January 1<sup>st</sup> 2005, DKK 2,600, and as of January 1<sup>st</sup> 2006, DKK 2,650). This fee furthermore gives**

the producer one primary exploitation right under Clause 16 A, D through L and N.  
For further exploitation the producer shall pay the normal use fee based on a basic fee of DKK 2,500.

**(4) Audio performance (see Protocol 8)**

Payment for speak and song recording shall amount to a minimum of DKK 1,700 for the first studio hour and DKK 850 for each additional hour or part thereof.

Payment for dubbing shall amount to a minimum of DKK 2,000 for the first three hours of studio time and a minimum DKK 750 for each additional hour or part thereof.

**(5) Visual performance - several spots**

Provided that an advertiser pays for the same use rights of several spots, such rights may be agreed upon and laid down in one contract in accordance with the following guidelines:

for the first spot a full studio fee shall be paid

for the second and third spots 50% of the studio fee shall be paid for each

for the fourth and fifth spot 25% of the studio fee shall be paid for each

for each subsequent spot 20% of the studio fee shall be paid

The stated rates are minimum rates. Additional payments for overtime etc. shall be made in accordance with the provisions of this Agreement. If the engagement has a duration exceeding one day, the performer, in addition to the above, shall also be entitled to receive the studio fees for those days. Such studio fees for extra days shall not be included in the calculation of the use fees.

**(6a) Audio performance in several spots - sound track, speak, short exploitation period**

Agreement may be made for speak in up to 10 spots during the same call for the same advertiser against a total payment for the call and use of a minimum of DKK 3,100.

A spot produced under this provision may not be broadcast on television or used in retail sale outlets for more than 2 weeks. Against an additional payment of 50% of the fee, the duration of such use period may be extended by 4 weeks.

If more than 10 spots are produced during the same call, a minimum payment of DKK 310 for each spot shall be made. This provision may also be used in connection with inserted texts in an existing matrix where such matrix has been paid for under Sub-clause (4) above.

Payments under this provision shall in no way depend on the number of working hours spent on the production.

**(6b) Audio performance in several spots - sound track, speak, long exploitation period**

Agreement may be made for speak in up to 10 spots during the same call with the same exploitation rights and for the same advertiser in accordance with the following guidelines:

for the first spot a full studio fee shall be paid

for the second and third spots 75% of the studio fee shall be paid

for the fourth and fifth spots 40% of the studio fee shall be paid

for each subsequent spot 10% of the studio fee shall be paid

The rates stated are minimum rates. Payment for exploitation rights must be made in accordance with clause 16 of this Agreement.

**(7) Choreography**

For works of choreography and for rehearsal of same, payment shall be made in accordance with Protocol 1 to this Agreement.

**(8)**

The use fee shall be fixed in accordance with the provisions laid down in Part II in accordance with the acquired use right, cf. also Clause 3 (3) and (6a).

**(9)**

The period during which the performer shall be obliged to be on call to the producer shall be commensurate with the remuneration which the performer is entitled to receive under the contract.

**(10)**

Against an additional payment of, as a minimum, 50% of the agreed studio fee – if the studio fee amounts to less than DKK 8,000 per day – the producer may enter into an agreement to exempt himself from the obligation to pay extra for overtime (however, in accordance with clause 5 (1), the performer is never obliged to work for more than 12 hours per day), work on Sundays or public holidays, night work and the special services mentioned in Clause 7 (3).

If the studio fee amounts to more than DKK 8,000 per day, the additional payment must amount to 25% of the agreed studio fee as a minimum. Any such agreement must be inserted into the contract of employment, stating the amount of the extra payment.

At the request of the performer, the producer must subsequently be able to produce documentation stating the number of hours spent on such services.

**(11)**

The performer shall be paid at the termination of the production, which is deemed to mean 14 days after the last filming/recording day. Payment of salary must not be postponed until after possible later calls for post-synchronisation.

Where, for administrative reasons the producer is unable to observe the time limit of 14 days, this limit may be extended to 21 days.

#### **CLAUSE 4 Working hours - cancellation**

**(1)**

Normal working hours shall be 10 hours between 07.00 a.m. and 06.00 p.m. including a 45 minute lunch-break and a 15 minute coffee-break.

**(2)**

A shooting day shall be deemed to commence at the time at which the performer is called to meet at the shooting place or picking-up place in connection with on-location work.

**(3)**

Where a call is cancelled more than 12 hours prior to the agreed meeting time, the performer shall receive no payment for such call. Where a call is cancelled less than 12 hours prior to the meeting time, the performer shall receive 50% of the daily salary. Irrespective of any cancellations, the performer shall always receive payment for the number of working days stipulated in the contract.

**(4)**

Where the performer is required to work on Sundays or public holidays, notice of such work shall be given to the performer no less than 6 days previously. However, the performer may agree to waive this provision.

#### **CLAUSE 5 Payment for overtime and work on Sundays and public holidays**

- (1)**  
Where the performer is required to work for more than 10 hours, he shall be entitled to receive 10% of the agreed daily salary plus a 50% supplement for each extra hour or part thereof. The performer shall never be obliged to work for more than 12 hours per day.
- (2)**  
Upon agreement with the performer, shooting may be commenced or continued after 6.00 p.m. Such calls shall be conducted in accordance with the provisions applying to day calls, with the exception that the performer shall be entitled to overtime payment under Sub-clause (1) above after the expiry of 6½ hours after 6.00 p.m. (including a 30 minute break).
- (3)**  
Where the performer is required to work on a Sunday or public holiday (cf. Clause 4 (4)), the Performer shall be entitled to receive the agreed daily salary plus a supplementary payment of 50% of such daily salary (hereinafter referred to as the increased daily salary).  
Payment for overtime work and staggered working hours shall be made in accordance with the same provisions as those mentioned in Sub-clause (1) and (2) above, always provided that any supplementary payments shall be calculated on the basis of the increased daily salary.  
Payment of supplements under this sub-clause shall not apply to performers who have made work on Sundays or public holidays a condition for their entering into the contract, or who have expressed such conditions at a later stage.
- (4)**  
Where agreement between the producer and the performer is made in the contract under Clause 3 (10), the payments provided for in this clause shall lapse.

#### **CLAUSE 6 Travel and per diem allowances**

- (1)**  
All travelling of more than 20 km from the domicile of the producer (where the domicile of the producer is in Copenhagen this is deemed to mean outside the boundaries of the county of Copenhagen) shall be paid for by the producer.
- (2)**  
Where the shooting requires the performer to stay overnight away from his home, the producer shall pay per diem rates to the performer in accordance with the rates applying for civil servants, or the producer shall pay for board and accommodation of a similar standard. Where the performer is required to work abroad, the producer shall pay per diem rates in accordance with the rates applying for civil servants or the producer shall pay for board and accommodation of a similar standard.
- (3)**  
The performer shall be entitled to receive DKK 1,250 per day (as of January 1<sup>st</sup> 2005, DKK 1,300, and as of January 1<sup>st</sup> 2006, DKK 1,325) plus per diem rates for travelling and waiting days in connection with work abroad.  
For work in Denmark, the producer may choose between paying the performer DKK 900 (as of January 1<sup>st</sup> 2005, DKK 925, and as of January 1<sup>st</sup> 2006, 950) plus per diem rates for travelling and waiting days or letting the performer go home against paying his travelling expenses and DKK 900 (as of January 1<sup>st</sup> 2005, DKK 925, and as of January 1<sup>st</sup> 2006, 950) plus per diem rates for days spent on travelling back and forth, provided that no shooting is made on such days.

## **CLAUSE 7 Work outside the stipulated time and special services**

**(1)**

**In the event that the film cannot be completed within the stipulated period of time, it shall be the performer's duty to continue to render his services towards the quickest possible completion of the film for the agreed daily salary, cf. Clause 3 (1).**

**(2)**

**In the event that illness or other valid cause prevents the performer from performing his part within the time of engagement, the performer shall be obliged to attend the studio or location, as the case may be, and render his services for the completion of the shooting as soon as the performer's illness or other valid cause is over. In such case, the performer shall be entitled to no supplementary payments in addition to the salary stipulated in the contract of employment.**

**(3)**

**A performer may be required to render special services outside actual days of shooting. For such services, the performer shall receive the following payments:**

**(a) For special dress rehearsals, make-up rehearsals and portrait photographing, a supplementary payment of 25% of the agreed daily salary; however, as a minimum DKK 900 (as of January 1<sup>st</sup> 2005, DKK 925, and as of January 1<sup>st</sup> 2006, DKK 950). With the performer's agreement, this payment may be included in the daily salary provided that the daily salary amounts to a minimum DKK 5,000 (as of January 1<sup>st</sup> 2005, DKK 5,150, and as of January 1<sup>st</sup> 2006, DKK 5,300).**

**(b) For reading and stage rehearsals, post-synchronisation and playback 50% of the daily salary.**

**These payments shall not be made if the contract includes payment of supplementary payments under Clause 3 (10) above.**

## **CLAUSE 8 Holiday allowance**

**The performer shall be entitled to receive holiday allowance on the basis of the studio fee (including supplements and payment for travel and waiting days but excluding per diem rates) in accordance with the Holidays with Pay Act.**

## **CLAUSE 9 Costumes etc.**

**(1)**

**Where no other arrangements have been made, the performer shall provide all such ordinary, modern clothes which are necessary for the performance of the role/part. The performer shall under no circumstances be obliged to purchase new clothes for more than 15% of his total salary. All character costumes, wigs, beards, make-up and ballet shoes shall be provided by the producer. All clothing etc. so provided by the producer shall remain the property of the producer.**

**(2)**

**The producer shall have no responsibility for any of the performer's valuables or other property brought to the studio or other location by the performer.**



**(3)**

**If the performer's wardrobe or any part thereof or any of the performer's other property are lost in connection with his work for the producer, the producer shall be responsible provided that such wardrobe or other property have been placed under lock and key in accordance with the producer's directions.**

#### **CLAUSE 10 Illness - payment in case of illness**

**(1)**

**In the event that illness prevents the performer from carrying out his obligations under the contract of engagement, the performer shall forthwith inform the producer of such illness and, on request, forward medical certificate to the producer. When the performer has recovered, he shall make himself available so that the shooting may be completed as quickly as possible (cf. Clause 7 (1) and (2)).**

**(2)**

**Where the performer's illness is of such a nature and duration that substantial practical and financial problems will ensue for the producer, the producer shall be entitled to terminate the contract of engagement in writing.**

**The performer shall receive the full daily salary for all days of work under the contract prior to such illness.**

**Where illness is caused by injury during his work for the producer, the performer shall be entitled to receive the studio fee (including supplements) under the contract and an additional payment of 100%.**

**(3)**

**Prior to entering into a contract of engagement under this Agreement, the producer shall be entitled, for his own account, to require the performer to submit to medical examination with a view to the possible taking out of insurance by the producer covering the performer's health. If such medical examination prevents precludes insurance from being effected on normal conditions, the producer may revoke any previously made oral agreements with the performer.**

**Alternatively, the producer may demand the performer to declare that he, to the best of his knowledge, is in a state of health which will enable the producer to take out insurance at the ordinary premium.**

#### **CLAUSE 11 Breach of contract**

**(1)**

**If at the time when the shooting is due to commence, the performer is absent without any valid excuse, or if the performer does not attend at all with the result that the producer has to discontinue the shooting, or if the performer in any other serious manner breaks his contract of engagement, the producer shall be entitled to terminate the contract forthwith and claim damages from the performer.**

**(2)**

**Likewise, the producer shall be obliged to observe the provisions in the contract of engagement and to pay damages if he breaks the contract. In case of serious misconduct on the part of the producer, the performer shall be entitled to terminate the contract of engagement.**

**CLAUSE 12 General duties and obligations**

**(1)**

**During the performer's period of first call to the producer, the performer shall keep the producer informed of the quickest possible way to communicate with him/her.**

- (2)  
All manuscripts and musical scores shall be the property of the producer and shall be returned to the producer when the performer's part has been filmed/recorded.
- (3)  
The performer may not be required to compensate for damage caused during his work for the producer unless the performer has shown gross negligence.
- (4)  
In case the performer's costumes, musical scores etc. disappear during shooting, the producer shall be responsible if such items have been kept/placed in accordance with the producer's directions.
- (5)  
If it is agreed that the performer brings special effects with him/her for the part, and if such effects cannot be placed under lock and key, the producer shall be responsible for them. The producer shall have no responsibility for personal valuables.
- (6)  
The performer shall be at the producer's disposal during the period of first call to the producer. However, the producer must respect any other contracts of engagement entered into by the performer prior to his contract with the producer, provided that the producer has been notified of such other contracts of engagement. The performer may only accept other engagements within normal working hours (cf. Clause 4 (1)) or the agreed working hours with the consent of the producer.

#### **CLAUSE 13 Duty of silence**

Both during and after the period of employment, the performer is under a duty of silence in regard to matters concerning the producer's business, the manuscript and the making of the film, as well as the business of the client and the advertised products, which have become known to the performer due to the employment, but which, in the matter of the case, should not be made publicly known.

#### **CLAUSE 14 Cancelling the production**

If the production is cancelled, the performer shall be entitled to receive the full studio fee under the contract. The performer shall have no demand on any part of the use fee unless the producer/advertising agency/advertiser has connected the performer with the planned production. Possible cancellation under this provision must take place before the film has been shown the first time.

### **PART II - RIGHTS AGREEMENT**

In Part II the term the producer refers to the person to whom rights are assigned under the contract, or the person to whom the producer reassigns his rights under Clause 17 (2).

#### **CLAUSE 15 Entering into contract of employment etc.**

**(1)**

**Any contract concluded in accordance with Clause 2 above shall stipulate what use rights the producer wants to acquire from the beginning. For such rights, payment shall be made at the time of completion of the production, cf. Clause 3 (11).**

**Furthermore, the contract must stipulate:**

**whether, against payment, the producer is entitled to prolong the agreed use rights**

**whether, against payment, the producer is entitled to use the commercial in other media or geographical areas and, if so, what media and geographical areas**

**whether the performer is entitled to terminate the use rights and, if so, which use rights**

**whether the performer will reserve the right to specific negotiations prior to use in certain media or geographical areas, and, if so, which media or areas.**

**Special reservations regarding the performer's right to perform in other commercials (exclusive provisions) shall be negotiated as part of the conclusion of the contract.**

**(2)**

**Where the producer wants to use the commercial for purposes which s/he has not paid for at the completion of the production, the producer must notify the performer of such uses and make payment for the use prior to commencing such use.**

**(3)**

**After the first showing of the production, the producer shall be entitled to cut the performer out of the picture or sound track of the film provided that the performer is notified thereof.**

**In case of such cutting out, the producer shall only be obliged to pay for the rights acquired under the contract and for such use of the film that takes place until the time when the producer notifies the performer of the cutting out by registered letter.**

**(4)**

**All use rights in existing or future uses of the performer's performance and picture, which have not been assigned to the producer under Sub-clause (1), shall be the property of the performer.**

**(5)**

**In connection with assignment or sale, the producer shall be obliged to notify the assignee of what rights have been acquired from the performer under the concluded contract and the provisions of this agreement.**

#### **CLAUSE 16 Use rights and payment for use rights**

**In addition to the studio fee, the following use fees shall be paid for showings of commercials. (The term studio fee is deemed to mean the total salary including payment for special services etc. in accordance with Part I, but excluding travel days, per diem rates, and holiday allowances). The use fee may be calculated on the basis of 3 shooting days at the most.**

**A: TV and cinema in Denmark  
Unlimited use for 1 year against 100% of the studio fee.**

**B: TV and cinema in Denmark**

**Unlimited use for 2 years against 175% of the studio fee.**

- C: TV and cinema in Denmark**  
**Unlimited use for three years against 250% of the studio fee**
- D: TV and cinema in Sweden, Norway and Finland**  
**Unlimited use for 1 year against 100% of the studio fee**
- E: TV and cinema in Sweden, Norway and Finland**  
**Unlimited use for 3 years against 200% of the studio fee**
- F: TV and cinema in Sweden**  
**Unlimited use for 2 years against 50% of the studio fee**
- G: TV and cinema in Norway**  
**Unlimited use for 2 years against 50% of the studio fee**
- H: TV and cinema in Finland**  
**Unlimited use for 2 years against 50% of the studio fee**
- I: TV and cinema in Iceland**  
**Unlimited use for 2 years against 15% of the studio fee**
- J: TV and cinema in the US, the UK or Germany**  
**Unlimited use for 1 year against 100% of the studio fee per country**
- K: TV and cinema in the rest of Europe (excl. the Nordic countries, the UK and Germany)**  
**Unlimited use for 1 year against 100% of the studio fee**
- L: TV and cinema in individual European countries (excl. the Nordic countries, the UK and Germany)**  
**Unlimited use for 2 years, against 50% of the studio fee per country**
- M: TV in the rest of the world**  
**Specific negotiation between producer and performer**
- N: Showing in retail sale outlets, sales points, etc.**  
**Unlimited use for 1 year against 50% of the studio fee**
- O: Photographs, stills, drawings, photostats, etc. in Denmark**  
**Eg advertisements in the printed medium, photostats at sales points, posters etc. for one year. Specific negotiation in relation to each individual use; however, as a minimum 100% of the studio fee**
- P: Photos, stills, drawings etc. in other foreign countries**  
**For use of stills etc. in commercials and advertisements such as photostats at sales points, in posters etc. abroad, a minimum supplement corresponding to the supplement stated above under D-M for use on TV and in the cinema during a given period in the country in question shall be paid.**

**Q: CD-ROM in Denmark**

**Editions of 0-5,000 copies: Free use for 2 years against payment of 25% of the studio fee as a minimum.**

**Editions of 5,001-10,000 copies: Free use for 2 years against payment of 40% of the studio fee as a minimum.**

**Editions of more than 10,000 copies: Free use for 2 years against payment of 50% of the studio fee as a minimum.**

**R: Internet**

**Free use in Denmark for one year against payment of 50% of the studio fee as a minimum.**

**Free use in the entire world for one year against payment of 125% of the studio fee as a minimum.**

**S: Video presentations on stations, train and metro, etc. (see Protocol 5)**

**Video presentation**

- on stations, train and metro
- in airports and on board planes
- in taxis or
- via mobile phones

**Free use in Denmark for one year against a payment of 10% of the studio fee as a minimum**

**for each area of use**

**T: Projection TV (see Protocol 5)**

**Specific negotiation between producer and performer**

## **CLAUSE 17 Other rights**

**(1)**

**The producer shall be entitled to make copies in such formats as are necessary for the use of the film under Clause 15 and Clause 16 above. Likewise, with a view to such use, the producer shall be entitled to have the film dubbed and post-synchronised in foreign languages.**

**(2)**

**The producer shall have the right to assign and resell the rights in the film, provided that the provisions included in this Agreement are observed.**

**In general, the use of the rights laid down in the contract and this Agreement are conferred on the condition that accurate and punctual payments are made by the producer in accordance with the provisions thereon in this Agreement.**

**If the producer fails to settle due payments for more than 30 days after having received claim of such payment by registered letter from the Danish Actors' Association, all the producer's future rights shall lapse by means of a declaration to that effect to the producer from the employee signatory to this Agreement. However, the producer shall be entitled, at any time, to reacquire his rights by paying the due payments including interest on overdue payments from the due date as well as reasonable legal and other costs, which the employee signatory to this Agreement have had to defray as a consequence of the producer's breach of contract.**

**In the case of the producer's bankruptcy or suspension of payments, all the producer's rights shall lapse 30 days after the filing of the petition for bankruptcy or notification of suspension of payments, as the case may be, unless full and complete security has been made to the effect that all due amounts will be paid in time, including amounts fallen due prior to the petition for bankruptcy or notification of suspension.**

**The performer's conditions for assigning his use rights and titles under this provision shall likewise**

apply to the producer's partial or universal successors to the rights in the film, always provided that all claims and communications can forthwith be given to the producer with binding effect on the successors, until the Danish Actors' Association have received notice by registered letter of such succession, stating a representative, domiciled in Denmark, for the successor to whom communications and claims may be addressed with binding effect for the successor.

(3)

On behalf of the performer, the Danish Actors' Association shall be entitled to all information from the producer or advertiser with a view to establishing the use of a given commercial.

(4) (See Protocol 9)

The performer retains his or her right to remuneration as laid down in clauses 13, 17, 35, and 39 of the current Copyright Act, or any such clauses as may later supplement or replace these concerning remuneration for rights that – in the present and in the future – are covered by these or similar provisions. This also applies to payments from other COPY-DAN institutions (or similar trusts).

(5)

The producer/director decides the extent to which the performer's performance is to be used in the completed film. Similarly, the producer/director shall be entitled to delete from and add to the manuscript. If such alterations substantially alter the character and importance of a role, the producer must notify the performer hereof prior to the film's use. Interference in a film caused by censorship is exempt from this provision.

(6)

Without prior agreement with the performer, the producer may not let someone else dub the performer's voice in Danish.

(7)

Cuts from the film may not be used in other films without the performer's approval in each such case.

## **PART III - OTHER PROVISIONS**

### **CLAUSE 18 Payment for secondary use**

(1)

Studio fees and use fees for the rights acquired under Clause 15 (1) paragraph 1, shall be paid directly to the performer, cf. Clause 3 (11).

(2)

Payment of use fees for rights which under the contract are to be used at a later stage shall be paid to FILMEX, Sct. Knudsvej 26, 1903 Frederiksberg, which will subsequently pay the fees to the Performer.

The performer and the producer may agree that also payments for later use are to be paid directly to the performer.

### **CLAUSE 19 Lapse of options and exploitation rights**

The producer's acquisition of exploitation rights and options in accordance with agreements made with the performer shall lapse 5 years after the first showing of the production.

#### **CLAUSE 20 Arbitration**

(1)

Any dispute about the construction of this Agreement, its fulfilment or termination shall be referred to a court of arbitration consisting of three members unless the parties hereto agree to bring the dispute before an ordinary court of law. The following provisions shall apply to such court of arbitration:

The party requesting arbitration must notify the second party of such request by registered letter, setting out the issues to be submitted to the court and his appointed arbitrator.

Before the expiry of 14 days after receipt of such request, the second party must inform the first party of the name of his appointed arbitrator by registered letter. If default is made on this time limit, the second party's arbitrator shall be appointed by the President - where s/he is absent - the Vice-president - of the Danish Maritime and Commercial Court.

The two arbitrators shall appoint a lawyer to act as third arbitrator and chairman of the court of arbitration. If the two arbitrators appointed by the parties to the dispute cannot agree on a third arbitrator within one week, this third arbitrator shall likewise be appointed by the President or Vice-President of the Maritime and Commercial Court.

The arbitrators themselves determine the procedure to apply to the hearing of the dispute.

The decision of the court of arbitration shall be final and binding on both parties to the dispute.

The court of arbitration shall be entitled in its decision to award costs including the fees payable to the arbitrators.

#### **CLAUSE 21 Date of commencement and termination**

(1)

This Agreement shall be effective when signed by the parties from November 9<sup>th</sup> 2004.

(2)

Either party to this Agreement may terminate it by giving six months' notice in writing to the end of a month; however the Agreement cannot be terminated earlier than November 9<sup>th</sup> 2006.

Copenhagen, November 9<sup>th</sup> 2004

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The Danish Actors' Association

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The Producers



## PROTOCOLS

TO

### AGREEMENT ON PRODUCTION OF COMMERCIALS OF 19 JANUARY 1999

#### PROTOCOL 1: Employment of choreographers

1. The minimum salary for preparing and rehearsing choreography for a commercial shall amount to DKK 4,500 (as of January 1<sup>st</sup> 2005, DKK 4,650, and as of January 1<sup>st</sup> 2006, DKK 4,775) per day (preparation, rehearsal and filming). Such payment gives the producer the right to unlimited use in Denmark and the rest of Scandinavia for one year.

For use during the first year in the rest of the world a special supplement shall be agreed.

The total salary shall be referred to as the first-time fee.

2. Percentage supplements for use beyond one year shall be paid as follows:

Denmark, per year	=	20% of the first-time fee.
Other Scandinavia, per year	=	20% of the first-time fee.
Rest of the world	=	an agreed supplement stating number of years

3. Holiday allowances shall be paid in accordance with the Holidays with Pay Act as a proportion of the first-time fee.
4. In the contract approved by the Danish Actors' Association and the Producers, the producer must state:
  - a. Number of days for preparation
  - b. Number of days for rehearsal
  - c. Number of days for filming
  - d. Planned use outside Scandinavia and payment for such use.
5. Delivery of music for the choreography shall be agreed upon when the contract is concluded.
6. Where the choreographer also performs as a dancer, the studio fee shall include a supplement of 50% of the payment for performance in the picture, i.e. 50% of the daily salary of a minimum DKK 3,600 (as of January 1<sup>st</sup> 2005, DKK 3,700, and as of January 1<sup>st</sup> 2006, DKK 3,825).

Use fees for performance as a dancer shall be paid in accordance with the general provisions in Clause 16 of the Agreement, calculated as a proportion of the reduced daily salary.

#### PROTOCOL 2: Rules on working hours and on the making of stills

##### Rules on working hours

**With the introduction of a 10 hour working day in connection with the production of commercials, the parties hereto agree that the performers must be protected as follows:**

**In case of dancing rehearsals of choreographic dance combinations, the performers shall have a break of 2 hours if the working day exceeds 10 hours. The break must be placed in the middle of the rehearsal. In addition, performers shall have breaks of 15 minutes every two hours.**

**There must be heated wardrobes and warming-up areas (not concrete floors).**

**Dancing on concrete floors or stone floors must not exceed four hours per day.**

**The working day for dancers must allow for warming-up before the filming begins.**

### **Photography of still-pictures**

**Under Clause 16 (1) O and P agreement on still-pictures etc. may be made. Such agreement may cover still-pictures from the film as well as special photographs.**

**If, under the contract, the producer is not responsible for still-pictures etc., an agreement between the performer and the advertising agency/advertiser may be made. Such agreement must be approved by the producer.**

**If photographers, who do not work for the producer, are present during recordings etc., the producer shall be obliged to inform the performer of such presence. The performer may subsequently make an agreement with the agency/advertiser using such photographers' photos.**

### **PROTOCOL 3: Area of application**

**The Agreement covers any employment of actors, opera singers, choreographers and dancers for the performance in commercials.**

**Compared to the previous agreement the following types of performance are no longer covered:**

- visual performance of circus performers and music hall artistes
- singing of jingles
- singing of popular songs

**However, the Agreement does cover the performance of opera singers in as well as outside the picture. Similarly, actors' performance of songs (e.g. revue songs, musical songs, etc.) shall be covered by the Agreement.**

**The parties to the Agreement agree that the existing demarcation agreement between the Danish Actors' Association and the Danish Artistes' Union shall be applied to interpret the area of coverage.**

### **PROTOCOL 4: Assignment of exploitation rights**

**The provisions of the Agreement shall be applied in subsequent agreements about the assignment of exploitation rights.**

Such agreements may be pure option agreements in which the producer makes reservations for possible later exploitation which implies no remuneration to the performer unless such exploitation in fact does materialise.

However, if a final agreement, which is not an option agreement and which is not necessarily part of the contract's option provisions, between the producer and the performer about later exploitation is concluded, the performer shall always receive remuneration no matter whether the exploitation takes place or is abandoned.

#### **PROTOCOL 5: Trial concerning the new areas of use, cf clause 16 S and T of the Agreement**

The Producers and the Danish Actors' Association have agreed that the provisions of clause 16 S and T will apply for a 2-year trial period until November 9<sup>th</sup> 2006, after which date they will automatically lapse.

#### **PROTOCOL 6: The producer's right to own marketing**

The parties have discussed the producer's right to use commercials to promotion and marketing of the producer. The Danish Actors' Association is of the opinion that this Agreement does not give the producer such right unless by prior arrangement, whereas the Producers is of the opinion that the producer automatically has such right.

In the light of this, the parties have agreed to the following:

The producer is entitled to use the film to market his or her business to the commercial industry. By the commercial industry is meant potential customers and advertisers, including the marketing departments of Danish and international companies.

An agreement can be made between the performer and the producer not to use the film in which the performer participate for marketing purposes, or only to use it to a limited extent (regarding time and/or media).

The film may be distributed on a fixed medium, on the Internet, on the producer's website, and on festivals etc. of the commercial industry.

The right to marketing does not include showing the film on television or showing stills from the film in the daily press etc. An exception from this is news reports from festivals etc.

The producer is obliged to inform anyone to whom the film is assigned that it is not allowed to make the film or stills from the film available to the public.

The producer is obliged to take the necessary legal steps to prevent any usage of the film in defiance of the right to marketing in accordance with the present provision.

The producer's right to marketing applies for five years from the signing of the contract. The five-year period may be prolonged by five more years if the producer applies to the Danish Actors' Association for this. The Danish Actors' Association may only refuse to prolong the producer's right to marketing if substantial considerations are against such prolongation.

The Producers and the Danish Actors' Association have agreed that the provisions of the present protocol 6 will apply for a 2-year trial period until November 9<sup>th</sup> 2006, after which date they will automatically lapse.

#### **PROTOCOL 7: Payment of salary and deduction of primary income tax**

A performer engaged to perform in a commercial film is an employee of the producer and is thus to receive his payment as primary income.

In accordance with the present Agreement, the performer's salary amounts to the studio fee plus

payment for any special services, overtime, etc. Contrary to this, the use fee is not part of the individual salary as defined in the Agreement, but a special payment for the right to use the production.

The use fee is calculated on the basis of the agreed studio fee. Holiday allowance, per diem rates, and payment for travel and waiting days are not part of the basis on which the use fee is calculated. In accordance with fiscal policy, the producer is obliged to deduct primary income tax, labour market contribution, and social pension fund contribution from the performer's salary, regardless of how the parties see their relationship.

The consequence if a producer does not deduct primary income tax etc. is that the producer himself, if the performer is unable to pay, is liable for this to the fiscal authorities, unless the producer can prove not to have shown neglect. Both the performer and the producer may be liable to a fine of up to 25 % of the non-deducted primary income tax for, respectively, not having paid primary income tax and having paid salary without deducting taxes in bad faith. In aggravating circumstances, the punishment may be increased to mitigated imprisonment or prison for up to two years. Failure to deduct primary income tax etc. may thus have grave consequences for both producer and performer.

#### **PROTOCOL 8: Regarding an audio performance agreement**

The parties agree to work on the establishment of an independent audio performance agreement, covering the provisions on audio performance of the existing agreements between the Producers and the Danish Actors' Association. On this basis, the parties have agreed that payment rates listed in the provisions on audio performances of this Agreement are not to be adjusted as of January 1<sup>st</sup> 2005 and 2006. In due time before the end of the year 2004, the Producers is to draft a proposal for an audio performance agreement. If the Producers fails to do so, the parties must agree on an adjustment of the provisions on audio performances of the Agreement.

#### **PROTOCOL 9: Regarding remuneration in accordance with Clauses 13, 17, 35, and 39 of the Copyright Act**

In connection with the negotiations for the renewal of the Agreement on the production of commercials of January 19<sup>th</sup> 1999, the parties have agreed on the formulation of a new Clause 17 (4). It is not the intention that this should change the existing distribution of remuneration for cable retransmission between producers and performers. Reference is made to Protocol 6 (3) to the Agreement on TV-Productions, agreed between the parties on February 15<sup>th</sup> 1997:

“The parties refrain from – if they should again go to arbitration to settle the distribution of remuneration between the different groups of rights holders on the cable retransmission area with reference to the changed wording of Clause 18 (4) (from “the parties’ right to remuneration” to “the employee’s right to remuneration”) – holding or claiming that the share to be fixed for the rights holders who are represented by either the Producers or the Danish Actor’ Association should be smaller than the current share of remuneration on the cable retransmission area in accordance with the 1989 arbitration award.”

#### **POLICY STATEMENT ON THE DOWNLOADING OF PRODUCTIONS MADE AVAILABLE ON THE INTERNET**

The Danish Actors' Association and the Producers have agreed that the parties bind themselves jointly to take the necessary steps to counter and prevent that a third party violates the rights of the performer by downloading the productions made available on the Internet.

**POLICY STATEMENT ON CASTING AGENTS**

The parties to the Agreement are prepared to attempt to solve the problems that might arise in cases where casting agents in connection with casting sessions give information to performers about the expected level of payment as well as the extent of the assignment of exploitation rights. The Danish Actors' Association is to receive an evaluation of these problems on June 1<sup>st</sup> 2005 at the latest.

**Copenhagen November 9<sup>th</sup> 2004**

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**The Danish Actors' Association**

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**The Producers**

*The contract form can be obtained from the Danish Actors' Association  
or downloaded from [www.pro.dk](http://www.pro.dk)*

**CONTRACT  
VISUAL PERFORMANCE**

Between \_\_\_\_\_ (the producer)  
and \_\_\_\_\_ (the performer)

Under the Agreement of November 9<sup>th</sup> 2004, the producer employs the performer to perform the role as \_\_\_\_\_ in a commercial production the working title of which is \_\_\_\_\_

**1. SALARY**

**a. Visual performance (Clause 3 (2))**

The Performer receives a studio fee (minimum DKK 3,600 (as of January 1<sup>st</sup> 2005, DKK 3,700, and as of January 1<sup>st</sup> 2006, DKK 3,825)) of DKK \_\_\_\_\_ per day excluding/including (only if minimum payment amounts to DKK 5.000 (as of January 1<sup>st</sup> 2005, DKK 5.150, and as of January 1<sup>st</sup> 2006, DKK 5.300)) dress rehearsals and make-up rehearsals. The performer is guaranteed \_\_\_\_\_ days of work during the period from \_\_\_\_\_ to \_\_\_\_\_ in accordance with the production plan. For any days in addition to the guaranteed number of days or the stated period, the Performer receives DKK \_\_\_\_\_ per day.

**b. Visual performance - background (Clause 3 (3))**

The Performer receives a studio fee of DKK \_\_\_\_\_ per day (minimum DKK 2,500 (as of January 1<sup>st</sup> 2005, DKK 2,600, and as of January 1<sup>st</sup> 2006, DKK 2,650). The Performer is guaranteed \_\_\_\_\_ days of work during the period from \_\_\_\_\_ to \_\_\_\_\_ in accordance with the production plan. For any days in addition to the guaranteed number of days or the stated period, the Performer receives DKK \_\_\_\_\_ per day.

**c. Visual performance - several spots with partly different contents (Clause 3 (5))**

The performer produces \_\_\_\_\_ advertising spots with different contents for the same advertiser.

For the first spot the performer shall receive payment as stated in 1a above.

For the 2 and 3 spots, a studio fee of \_\_\_\_\_ % (minimum 50% of the amount stated in 1a) has been agreed for each.

For the 4 and 5 spots a studio fee of \_\_\_\_\_ % (minimum 25% of the amount stated in 1a) has been agreed for each.

For each subsequent spot a studio fee of \_\_\_\_\_ % (minimum 20% of the amount stated in 1a) shall be paid.

If the employment exceeds one day studio fees as stated under 1a above shall be paid. The studio fee for such days shall not be included in the calculation of the use fee.

**2. SUPPLEMENTS FOR SPECIAL SERVICES** (The supplement shall be included in the total studio fee when calculating the use fee)

If YES, put a tick \_\_\_\_\_. (Without a tick, the general rules about supplements will apply).  
The Performer receives a supplement of \_\_\_\_\_ % of the studio fee (as a minimum 50% of the agreed studio fee, if the studio fee amounts to less than DKK 8,000 per day) stated above covering overtime, Sundays and holidays, night work, dress rehearsals, auditions, etc. (Clauses 5 and 7).  
The Performer receives a supplement of \_\_\_\_\_ % of the studio fee (as a minimum 25% of the agreed studio fee, if the studio fee amounts to more than DKK 8,000 per day) stated above covering overtime, Sundays and holidays, night work, dress rehearsals, auditions, etc. (Clauses 5 and 7).  
Upon request the Performer may have a statement of the number of hours spent on these services.

**3. THE SIGNING OF THE CONTRACT CONFERS THE FOLLOWING  
USE RIGHTS ON THE PRODUCER (tick box):**

- |                             |  |        |
|-----------------------------|--|--------|
| <input type="checkbox"/> A. | TV/Cin. Denmark 1 year   | (100%) |
| <input type="checkbox"/> B. | TV/Cin. Denmark 2 years  | (175%) |
| <input type="checkbox"/> C. | TV/Cin. Denmark 3 years  | (250%) |
| <input type="checkbox"/> D. | TV/Cin. Sweden+Norway+Finland 1 year   | (100%) |
| <input type="checkbox"/> E. | TV/Cin. Sweden+Norway+Finland 3 years  | (200%) |
| <input type="checkbox"/> F. | TV/Cin. Sweden 2 years   | (50%)  |
| <input type="checkbox"/> G. | TV/Cin. Norway 2 years   | (50%)  |
| <input type="checkbox"/> H. | TV/Cin. Finland 2 years  | (50%)  |
| <input type="checkbox"/> I. | TV/Cin. Iceland 2 years  | (15%)  |
| <input type="checkbox"/> J. | TV/Cin. USA, UK or Germany per country, 1 year<br>(Country/-ies: _____ x 100% = _____ %)   | (100%) |
| <input type="checkbox"/> K. | TV/Cin. Europe excl. A-J, 1 year   | (100%) |
| <input type="checkbox"/> L. | TV/Cin. Europe, excl. A-C and J, per country, 2 years<br>(Country/-ies: _____ x 50% = _____ %)   | (50%)  |
| <input type="checkbox"/> M. | TV, the rest of the world, specific negotiation<br>Country/-ies: _____<br>Number of years: _____<br>Against a payment of _____ % of the studio fee |        |
| <input type="checkbox"/> N. | Retail outlet video etc. 1 year  | (50%)  |

- O. Photographs, stills, drawings, photostats, Denmark, 1 year (minimum 100%)  
Eg advertisements in the printed medium, photostats at sales points, etc.  
Type of use \_\_\_\_\_  
Against a payment of \_\_\_\_\_ % of the studio fee
- P. Photos, stills, drawings, photostats, abroad  
Country/-ies: \_\_\_\_\_ = \_\_\_\_\_ %
- Q. CD-Rom, Denmark  
Editions of 0-5,000 copies, Denmark, 2 years (minimum 25%)  
Editions of 5,001-10,000 copies, Denmark, 2 years (minimum 40%)  
Editions of more than 10,000 copies, Denmark, 2 years (minimum 50%)  
Number of editions \_\_\_\_\_ against a payment of \_\_\_\_\_ % of the studio fee
- R. Internet  
Denmark, 1 year (minimum 50%)  
The rest of the world (minimum 125%)
- S: Video presentation:  
- on stations, train and metro  
- in airports and on board planes  
- in taxis or  
- via mobile phones  
Free use in Denmark, 1 year (minimum 10% for each area of use)  
Area(s) \_\_\_\_\_ x \_\_\_\_\_ % = \_\_\_\_\_ %
- T: Projection TV, Denmark, specific negotiation between producer and performer  
Place, number of presentations/period: \_\_\_\_\_  
Against a payment of \_\_\_\_\_ % of the studio fee

If rights are purchased for more than one period this shall be stated as follows:

(Use (A, B, etc.): xx periods of yy% = zz%)

\_\_\_\_\_ : \_\_\_\_\_ periods of \_\_\_\_\_ % = \_\_\_\_\_ %

\_\_\_\_\_ : \_\_\_\_\_ periods of \_\_\_\_\_ % = \_\_\_\_\_ %

Possible specific negotiation (cf. Clause 15):

Use: area \_\_\_\_\_ in \_\_\_\_\_ year, paid by \_\_\_\_\_ % of the studio fee.

**TOTAL STATEMENT OF USE FEE:** \_\_\_\_\_ % of the STUDIO FEE

**TOTAL CONTRACT AMOUNT:**

Number of filming days: \_\_\_\_\_ of DKK \_\_\_\_\_ **DKK:** \_\_\_\_\_

Number of filming days not to be included in the total studio fee on



the basis of which the use fee is to be calculated, cf. Clause 3 (5) and  
(7): \_\_\_\_\_ of DKK \_\_\_\_\_

DKK: \_\_\_\_\_

Overtime, Sundays and public holidays, etc., cf. Clause 5/special  
services, cf. Clause 7:

DKK: \_\_\_\_\_

/supplements cf. Clause 3 (10): \_\_\_\_\_ %

DKK: \_\_\_\_\_

Supplements for the second and subsequent spots, cf. Clause 3 (5):

DKK: \_\_\_\_\_

TOTAL STUDIO FEE on the basis of which holiday allowance is to  
be calculated:

DKK: \_\_\_\_\_

TOTAL STUDIO FEE on the basis of which the use fee is to be  
calculated:

DKK: \_\_\_\_\_

Use fee: \_\_\_\_\_ %

DKK: \_\_\_\_\_

Travel and waiting days: \_\_\_\_\_

DKK: \_\_\_\_\_ (holiday  
allowance is calculated in  
accordance with Clause 8)

Per diem rates and accommodation: \_\_\_\_\_

DKK: \_\_\_\_\_

Holiday allowance, to be paid to the Holiday Fund:

DKK: \_\_\_\_\_

TOTAL:

DKK: \_\_\_\_\_

#### **4. PAYMENT OF FEE**

The fee shall be paid when the performer has completed his part in the production, cf. Clause 3  
(11).

#### **5. SPECIAL AGREEMENTS**

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#### **6. SPECIAL EFFECTS/STAGE REQUISITES**

The performer shall bring the following effects/stage requisites with him/her for the part. The  
producer shall be responsible for such effects (cf. Clause 12 (5)):

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#### **7. LATER USES**

a: The producer may/may not prolong the ticked-off uses against payment of  
renewed use fee.

Please state which (A, B, etc.):

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b: The producer may/may not use other rights than those ticked-off above  
against payment of renewed use fee.

*The contract form can be obtained from the Danish Actors' Association  
or downloaded from [www.pro.dk](http://www.pro.dk)*

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Please state which (A, B, etc.):

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- c: The performer may/may not cancel the producer's options in accordance with 7a and 7b above at 6 months notice.**

Please state which (A, B, etc.):

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- d: The following uses may only be acquired by the producer after specific negotiation about payment and use periods with the performer:**

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#### **8. LAPSE OF OPTIONS AND EXPLOITATION RIGHTS**

**All exploitation rights and options in relation to the performer's performance lapse 5 years after the first showing of the commercial.**

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_  
**Performer**

\_\_\_\_\_  
**Producer**

**CONTRACT  
AUDIO PERFORMANCE**

Between \_\_\_\_\_ (the producer)  
and \_\_\_\_\_ (the performer)

Under the Agreement of November 9<sup>th</sup> 2004, the producer employs the performer to perform  
speak/song in a commercial production the working title of which is

\_\_\_\_\_

**1. SALARY**

**a. Speak/song (Clause 3 (4))**

For the first hour the performer shall receive a studio fee of DKK \_\_\_\_\_ (minimum DKK  
1,700).

For each subsequent hour or part thereof the performer shall receive a studio fee of  
DKK \_\_\_\_\_ (minimum DKK 850).

Please note: Use fee shall be paid in accordance with point 2 below: Use fee

**b. Speak - several spots - brief exploitation periods (Clause 3, (6a))**

During the same call the performer performs \_\_\_\_\_ advertising spots for the same advertiser. The  
following fee, covering call and use for 2 weeks, has been agreed: DKK \_\_\_\_\_ (minimum DKK  
3,100 and minimum DKK 310 per spot).

For additional use for a further 4 weeks a supplement of 50% shall be paid, DKK \_\_\_\_\_.  
If speak is performed as a matrix such shall be paid for in accordance with point 1a.

**c. Speak - several spots - long exploitation periods (Clause 3 (6b))**

During the same call the performer performs \_\_\_\_\_ advertising spots for the same advertiser.

For the first spot the performer shall be paid as stated under 1a above.

For the 2 and 3 spots the performer shall receive a studio fee of \_\_\_\_\_% (min 75% of the amount  
stated under a. above for each.

For the 4 and 5 spots the performer shall receive a studio fee of \_\_\_\_\_% (min 40% of the amount  
stated under a. above for each.

For each subsequent spot the performer shall receive a studio fee of \_\_\_\_\_% (min 10% of the  
amount stated under a. above for each.

Please note: Use fee shall be paid in accordance with point 2 below: Use fee

**d. Dubbing (Clause 3 (4))**

For the first 3 hours the performer shall receive a studio fee of DKK \_\_\_\_\_ (minimum DKK

2,000).

For each subsequent hour or part thereof, the performer shall receive a studio fee of DKK \_\_\_\_\_ (minimum DKK 750).

Please note: Use fee shall be paid in accordance with point 2 Use fee.

**2. THE SIGNING OF THE CONTRACT CONFERS THE FOLLOWING  
USE RIGHTS ON THE PRODUCER (tick box):**

In addition to the fees stated under point 1a,c and d the producer shall pay for the following uses (tick boxes):

- |                             |  |        |
|-----------------------------|--|--------|
| <input type="checkbox"/> A. | TV/Cin. Denmark 1 year   | (100%) |
| <input type="checkbox"/> B. | TV(Cin. Denmark 2 year   | (175%) |
| <input type="checkbox"/> C. | TV/Cin. Denmark 3 years  | (250%) |
| <input type="checkbox"/> D. | TV/Cin. Sweden+Norway+Finland 1 year   | (100%) |
| <input type="checkbox"/> E. | TV/Cin. Sweden+Norway+Finland 3 years  | (200%) |
| <input type="checkbox"/> F. | TV/Cin. Sweden 2 years   | (50%)  |
| <input type="checkbox"/> G. | TV/Cin. Norway 2 years   | (50%)  |
| <input type="checkbox"/> H. | TV/Cin. Finland 2 years  | (50%)  |
| <input type="checkbox"/> I. | TV/Cin. Iceland 2 years  | (15%)  |
| <input type="checkbox"/> J. | TV/Cin. USA, UK or Germany per country, 1 year   | (100%) |
|                             | (Country/-ies: _____ x 100% =  | ___%)  |
| <input type="checkbox"/> K. | TV/Cin. Europe excl. A-J, 1 year   | (100%) |
| <input type="checkbox"/> L. | TV/Cin. Europe, excl.A-C and J, per country, 2 years   | (50%)  |
|                             | (Country/-ies: _____ x 50% =   | ___%)  |
| <input type="checkbox"/> M. | TV, the rest of the world, specific negotiation<br>Country/-ies: _____<br>Number of years: _____<br>Against a payment of _____ % of the studio fee |        |
| <input type="checkbox"/> N. | Retail outlet video etc. 1 year  | (50%)  |
| <input type="checkbox"/> Q. | CD-Rom, Denmark  |        |

The contract form can be obtained from the Danish Actors' Association  
or downloaded from [www.pro.dk](http://www.pro.dk)

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Editions of 0-5,000 copies, Denmark, 2 years (minimum 25%)  
Editions of 5,001-10,000 copies, Denmark, 2 years (minimum 40%)  
Editions of more than 10,000 copies, Denmark, 2 years (minimum 50%)  
Number of editions \_\_\_\_\_ against a payment of \_\_\_\_\_ % of the studio fee

R. Internet  
Denmark, 1 year (minimum 50%)  
The rest of the world (minimum 125%)

S: Video presentation:  
- on stations, train and metro  
- in airports and on board planes  
- in taxis or  
- via mobile phones  
Free use in Denmark, 1 year (minimum 10% for each area of use)  
Area(s) \_\_\_\_\_ x \_\_\_\_\_ % = \_\_\_\_\_ %

T: Projection TV, Denmark, specific negotiation between producer and performer  
Place, number of presentations/period: \_\_\_\_\_  
Against a payment of \_\_\_\_\_ % of the studio fee

If rights are purchased for more than one period this shall be stated as follows:

(Use (A, B, etc.): xx periods of yy% = zz%)

\_\_\_\_\_ : \_\_\_\_\_ periods of \_\_\_\_\_ % = \_\_\_\_\_ %

\_\_\_\_\_ : \_\_\_\_\_ periods of \_\_\_\_\_ % = \_\_\_\_\_ %

Possible specific negotiation (cf. Clause 15):

Use: area \_\_\_\_\_ in \_\_\_\_\_ year, paid by \_\_\_\_\_ % of the studio fee.

TOTAL STATEMENT OF USE FEE: \_\_\_\_\_ % of the STUDIO FEE

TOTAL CONTRACT AMOUNT:

Number of studio hours: \_\_\_\_\_ of DKK \_\_\_\_\_

DKK: \_\_\_\_\_

Number of studio hours: \_\_\_\_\_ of DKK \_\_\_\_\_

DKK: \_\_\_\_\_

Number of spots: \_\_\_\_\_

DKK: \_\_\_\_\_

TOTAL STUDIO FEE:

DKK: \_\_\_\_\_ (holiday allowance is calculated in accordance with Clause 8)

Use fee: \_\_\_\_\_ %

DKK: \_\_\_\_\_

Travel and waiting days: \_\_\_\_\_

DKK: \_\_\_\_\_ (holiday allowance is calculated in accordance with Clause 8)

Per diem rates and accommodation: \_\_\_\_\_

DKK: \_\_\_\_\_

Holiday allowance, to be paid to the Holiday Fund:  
TOTAL:

DKK: \_\_\_\_\_  
DKK: \_\_\_\_\_

### **3. PAYMENT OF FEE**

The fee shall be paid when the performer has completed his part in the shooting, cf. Clause 3 (11).

### **4. SPECIAL AGREEMENTS**

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### **5. LATER USES (payment for these must be effected before the use is begun)**

**a: The producer may/may not prolong the ticked-off uses against payment of renewed use fee.**

Please state which (A, B, etc.):

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**b: The producer may/may not use other rights than those ticked-off above against payment of renewed broadcasting fee.**

Please state which (A, B, etc.):

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**c: The performer may/may not cancel the producer's options in accordance with 4a and 4b above at 6 months notice.**

Please state which (A, B, etc.):

---

**d: The following uses may only be acquired by the producer after specific negotiation about payment and use periods with the performer:**

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### **6. LAPSE OF OPTIONS AND EXPLOITATION RIGHTS**

All exploitation rights and options in relation to the performer's performance lapse 5 years after the first showing of the commercial.

\_\_\_\_\_ date \_\_\_\_\_

*The contract form can be obtained from the Danish Actors' Association  
or downloaded from [www.pro.dk](http://www.pro.dk)*

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**Performer**

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**Producer**

## CONTRACT - CHOREOGRAPHY

Between \_\_\_\_\_ (the Producer)  
and \_\_\_\_\_ (the Choreographer)

Under the Agreement of November 9<sup>th</sup> 2004, the producer employs the choreographer to prepare choreography for a commercial production the working title of which is

\_\_\_\_\_

### 1. PAYMENT

The choreographer shall be hired from \_\_\_\_\_ to \_\_\_\_\_ to prepare choreography for the above-mentioned production. The following conditions shall apply:

Number of days for preparation \_\_\_\_\_

Number of days for rehearsal \_\_\_\_\_

Number of filming days \_\_\_\_\_

Total number of days \_\_\_\_\_ for which a payment of DKK \_\_\_\_\_ per day has been agreed (minimum DKK 4,500 (as of January 1<sup>st</sup> 2005, DKK 4,650, and as of January 1<sup>st</sup> 2006, DKK 4,775)).

Total fee DKK \_\_\_\_\_ for which the producer acquires the right to unlimited use in Denmark and the rest of Scandinavia for 1 year.

Any supplements DKK \_\_\_\_\_ for which the producer acquires the following use rights outside Scandinavia for 1 year:

\_\_\_\_\_  
\_\_\_\_\_

Total first-time fee DKK \_\_\_\_\_ (holiday allowance to be settled in accordance with special schedule 1, point 3).

### 2. FURTHER USE

Use of the choreography beyond 1 year shall be paid as follows:

Denmark per year, 20% of the first-time fee DKK \_\_\_\_\_

Rest of Scandinavia per year, 20% of the first-time fee DKK \_\_\_\_\_



Other countries \_\_\_\_\_, number of years \_\_\_\_\_ DKK \_\_\_\_\_

**3. TOTAL PAYMENT for first-time fee and further use, if so wished**

First-time fee DKK \_\_\_\_\_ (plus holiday allowance)

Fee for further use, cf. point 2 DKK \_\_\_\_\_

Total DKK \_\_\_\_\_

**4. MUSIC**

The music accompanying the choreography shall be delivered on (date) \_\_\_\_\_

**5. PERFORMANCE AS A DANCER**

If the choreographer also performs in the commercial as a dancer, tick the box:

Payments for performance as a dancer shall be remunerated in accordance with Special Schedule 1, point 6 as the studio fee per day has been agreed to be DKK \_\_\_\_\_, (50% of the minimum of DKK 3,600 (as of January 1<sup>st</sup> 2005, DKK 3,700, and as January 1<sup>st</sup> 2006, DKK 3,825). Standard contract for performance in the picture must be filled in.

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_  
Choreographer

\_\_\_\_\_  
Producer

**CONTRACT  
LATER EXPLOITATION**

(This contract is used where agreement about the acquisition of further rights to exploit after the film has been shown the first time).

Between \_\_\_\_\_ (the producer)  
and \_\_\_\_\_ (the performer)

Under this contract the producer acquires the exploitation rights stated below in a commercial  
the title of which is \_\_\_\_\_

**2. PAYMENT**

The fee for such rights shall be calculated on the basis of the studio fee in the previously  
concluded commercial contract of \_\_\_\_\_, which was agreed to be DKK \_\_\_\_\_.

The producer acquires the exploitation rights stated below for later use (tick box):

- A. TV/Cin. Denmark 1 year (100%)
- B. TV(Cin. Denmark 2 year (175%)
- C. TV/Cin. Denmark 3 years (250%)
- D. TV/Cin. Sweden+Norway+Finland 1 year (100%)
- E. TV/Cin. Sweden+Norway+Finland 3 years (200%)
- F. TV/Cin. Sweden 2 years (50%)
- G. TV/Cin. Norway 2 years (50%)
- H. TV/Cin. Finland 2 years (50%)
- I. TV/Cin. Iceland 2 years (15%)
- J. TV/Cin. USA, UK or Germany per country, 1 year (100%)

(Country/-ies: \_\_\_\_\_ x 100% = \_\_\_\_\_%)

- K. TV/Cin. Europe excl. A-J, 1 year (100%)
- L. TV/Cin. Europe, excl.A-C and J, per country, 2 years (50%)

(Country/-ies: \_\_\_\_\_ x 50% = \_\_\_\_\_%)

- M. TV, the rest of the world, specific negotiation  
Country/-ies: \_\_\_\_\_  
Number of years: \_\_\_\_\_  
Against a payment of \_\_\_\_\_ % of the studio fee
- N. Retail outlet video etc. 1 year (50%)
- O. Photographs, stills, drawings, photostats, Denmark, 1 year (minimum 100%)  
Eg advertisements in the printed medium, photostats at sales points, etc.  
Type of use \_\_\_\_\_  
Against a payment \_\_\_\_\_ % of the studio fee
- P. Photos, stills, drawings, photostats, abroad  
(Country/-ies: \_\_\_\_\_ = \_\_\_\_\_ %)
- Q. CD-Rom, Denmark  
Editions of 0-5,000 copies, Denmark, 2 years (minimum 25%)  
Editions of 5,001-10,000 copies, Denmark, 2 years (minimum 40%)  
Editions of more than 10,000 copies, Denmark, 2 years (minimum 50%)  
Number of editions \_\_\_\_\_ against a payment of \_\_\_\_\_ % of the studio fee
- R. Internet  
Denmark, 1 year (minimum 50%)  
The rest of the world (minimum 125%)
- S: Video presentation:  
- on stations, train and metro  
- in airports and on board planes  
- in taxis or  
- via mobile phones  
Free use in Denmark, 1 year (minimum 10% for each area of use)  
Area(s) \_\_\_\_\_ x \_\_\_\_\_ % = \_\_\_\_\_ %
- T: Projection TV, Denmark, specific negotiation between producer and performer  
Place, number of presentations/period: \_\_\_\_\_  
Against a payment of \_\_\_\_\_ % of the studio fee

Possible specific negotiation (cf. Clause 15):

Exploitation: area \_\_\_\_\_ for \_\_\_\_\_ years, which shall be settled with  
\_\_\_\_\_ % of the previously agreed studio fee.

**TOTAL CONTRACT AMOUNT:**

Already paid studio fee, cf. point 2:

DKK: \_\_\_\_\_

Use fee, cf. point 3: \_\_\_\_\_ %

DKK: \_\_\_\_\_

**TOTAL:**

DKK: \_\_\_\_\_

*The contract form can be obtained from the Danish Actors Association  
or downloaded from [www.pro-f.dk](http://www.pro-f.dk)*

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**4. PAYMENT OF FEE**

**The fee shall be paid at the signing of the contract, or, alternatively, no later than two weeks thereafter.**

\_\_\_\_\_ **date** \_\_\_\_\_

\_\_\_\_\_  
**Performer**

\_\_\_\_\_  
**Producer**

**EXPLOITATION DECLARATION**  
(to be filled in in connection with casting)

Performer's name \_\_\_\_\_

Performer's tel. no \_\_\_\_\_

Casting date \_\_\_\_\_

Production/product \_\_\_\_\_

Shooting days (expected) \_\_\_\_\_

Primary geographical use area \_\_\_\_\_

**1. List of commercials in which you have performed in the picture within the last 3 years  
(within the primary use area stated above):**

<b>Advertiser</b>	<b>Product</b>	<b>Employment</b>	<b>Area (if known) period</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**2. State any present contractual commitments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. State to the best of your knowledge and conviction whether, within the last 3 years, you have performed in products which may be in conflict with this commercial**

Yes \_\_\_\_\_ No \_\_\_\_\_

**4. Do you (assuming payment in accordance with the Agreement) have any objections against use of the commercial outside the primary use area as stated above**

Yes \_\_\_\_\_ No \_\_\_\_\_

**5. Do you (assuming payment in accordance with the Agreement) have any objections against the use of still-pictures, drawings, photostats, etc.**

Yes \_\_\_\_\_ No \_\_\_\_\_

**Or against use as retail outlet video**

Yes \_\_\_\_\_ NO \_\_\_\_\_

**6. Do you allow use under point 4 and/or 5 after specific negotiation**

Yes \_\_\_\_\_ NO \_\_\_\_\_

**7. Special conditions for the engagement, such as restrictions against performance in other commercials, special requirements for hair style, nude performance, etc.:**  
(to be filled in by the producer)

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**Signature**