

**AGREEMENT OF JULY 1ST 2002 BETWEEN THE
DANISH PRODUCERS' ASSOCIATION AND THE
DANISH ACTORS' ASSOCIATION ON TV-
PRODUCTIONS**

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PART I – PRODUCTION AGREEMENT

Clause 1 Application of the agreement

(1)

In this agreement, TV-production covers films, serials, entertainment programmes, and documentary programmes that are either contract productions for TV, co-productions for TV, or own productions primarily intended for the TV-market.

With regard to contract productions for the Danish Broadcasting Corporation, DR, reference is made to the provisions stated in clause 17 (1) below.

Neither feature films and short films that are launched under the provisions usual for such films nor advertising productions and information spots are included under this agreement.

(2)

This agreement applies to all actors, opera singers (chorus singers excepted), and dancers engaged for TV-production under sub-clause 1 above by members of the Danish Producers' Association (hereafter referred to as the producers' association), 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.

(3)

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

- amateur performers participating either in whole productions or in parts of productions where, when broadcast, 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,
- background artists. Background artist work 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 background artist terms. It is the responsibility of the individual performer to make known his or her membership of DSF.

Clause 2 Entering into engagements

(1)

All contracts of engagement between members of the producers' association 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. DSF in return sends copies of the received contracts to the producers' association.

(3)

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

Clause 3 Payment and periods of call

(1)

Engagement can take the following forms:

- An employee can be paid a daily salary, the contract guaranteeing a specified number of working days within a specified period of time.
- An employee can be engaged to perform a part against payment of an aggregate salary within a period of time specified by the contract.
- An employee can be engaged on a monthly salary.
- An employee can be engaged on an availability agreement.

In each case 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 38,000 incl pension contributions, cf clause 9a, and a minimum average daily salary of DKK 3,400.

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-synchronization 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.

(4)

A daily salary must amount to a minimum of DKK 2,350 plus pension contributions DKK 75 per day.

(5)

First time performers below the age of 25 performing in youth roles can be paid below the minimum salary; however, the daily salary must amount to a minimum of DKK 2,100 plus pension contributions DKK 75 per day.

(6)

Where the employee is engaged on a monthly salary, the minimum salary is DKK 35,000 plus pension contributions DKK 1,000 per month.

Where the employee has performed less than 2 professional parts in either feature films or drama productions shown on main TV stations such as DR or TV2, or has less than 5 years of documented acting experience, the monthly minimum salary is DKK 30,000 plus pension contributions DKK 1,000 per month.

(7)

An employee engaged on an availability agreement is guaranteed a monthly minimum salary of DKK 20,000. In addition, the minimum salary per working day is DKK 1,000 plus pension contributions DKK 75.

(8)

Where the employee is either engaged on a daily salary or engaged to perform a part against payment of an aggregate salary, 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-synchronization to take place later than this.

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

(9)

Where the employee is engaged either on a monthly salary or on an availability agreement, payment is to take place at the end of each month.

Clause 4 Working hours – reduced working hours – cancellations

(1)

Where the employee either is engaged on a daily salary or is engaged to perform a part against payment of an aggregate salary, the normal working time is 8 hours per day between 7 am and 6 pm, incl a three quarters of an hour lunch break and a 15-minute coffee break.

(2)

Where the employee is either engaged on a daily salary or engaged to perform a part against payment of an aggregate salary, 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; or, in the case of half filming days, half an hour, cf sub-clause 5. 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; or, in the case of half filming days, half an hour.

(3)

Engagement on a monthly salary must be in accord with the following provisions:

- Engagement on a monthly salary requires that the employment is of a minimum of 14 weeks' duration; or, at the commencement of TV-productions, 16 weeks' duration.
- The employee is at the producer's full disposal during the period of employment. However, special agreements can be made between the producer and the employee with regard to other engagements. The producer is not obliged to consent to the employee's wishes.
- The weekly working time is 39 hours, incl make-up time and a three quarters of an hour lunch break and a 15-minute coffee break per day. The daily working time may vary; however, the daily working time, incl make-up time and breaks, must not exceed 12 hours.
- Any overtime is to be claimed at the end of each working week. Where overtime amounts to no more than 6 hours, lieu time can be taken in a 1:1 relationship the following week. If the overtime amounts to more than 6 hours or if lieu time cannot be taken until 2-3 weeks later, lieu time is to be taken in a 1:1.5 relationship.
- Overtime for which lieu time has not been taken within three weeks after the week in which the overtime has been done is to be settled with the next payment with a 50% supplement.
- The employee is entitled to two days off per working week, if possible consecutive.

(4)

Availability employment must be in accord with the following provisions:

- The employee is at the producer's full disposal.
- In other respects, the provisions are identical to those applying to engagement on a daily salary.

(5)

An agreement to half filming days can be entered into: either if the employee is not at the producer's disposal the entire filming day, and filming thus has to be planned according to this, or if the producer is able to tell the employee in which part of the filming day his or her work is required when the engagement is entered into.

Make-up and waiting time that does not exceed half an hour is included in the salary, unless it is

commenced before 6 am.

If the total time spent on transportation, make-up, and waiting does not amount to more than an hour and a half on filming days on location, this is included in the salary.

(6)

If filming is cancelled after the arrival of the employee, he or she is 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.

(7)

Where the employee either is engaged on a daily salary or is engaged to perform a part against payment of an aggregate salary, 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 the employee is engaged on a daily salary and 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)

Where the employee is engaged on a daily salary, 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)

Where the employee is engaged on a daily salary, filming on Sundays and public holidays (cf clause 4

(8)) 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.

(4)

Clause 5 (1), (2), and (3) also apply in cases where an employee is engaged to perform a part against payment of an aggregate salary, provided that overtime or work on public holidays exceed normal scope, cf clause 3 (2).

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 accomodation 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 accomodation 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 600, plus accomodation and per diem rates.

On filming in Denmark, the producer may choose either to pay the employee DKK 600 plus accomodation 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 600 plus accomodation and per diem rates on travelling days, provided that no filming takes place on these.

(4)

Where an employee who is engaged either on a daily salary or to perform a part against payment of an aggregate salary is called to be ready on location for only one day, the provisions in clause 4 (6) 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 script 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 can be required to render special services outside actual filming days or outside the period of engagement specified by the contract. In such cases, the employee is entitled to the following payments:

- In case of special costume rehearsals, make-up rehearsals, and portrait photographing, the employee is entitled to DKK 700. Such services are usually of no more than three hours' duration.
- In case of reading rehearsals, stage rehearsals, post-synchronization, and playback, the employee is entitled to DKK 1,400.

(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. Other test filming entitles the employee to DKK 1,600 for one day or DKK 1,050 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 1,500 for the first studio hour and DKK 750 for each additional hour commenced.

(2)

The minimum salary for post-synchronization (not the employee's own voice) is DKK 1,750 for each of the first four hours and DKK 600 for each additional hour commenced.
Dubbing of cartoons is regulated by a special agreement.

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 9a Pension

On July 1st 2002, the following pension scheme is to come into effect:

- Where the employee is either engaged on a daily salary or engaged to perform a part against payment of an aggregate salary, he or she is entitled to pension contributions of a settled amount of DKK 75 per working day.
- Where the employee is engaged on a monthly salary, he or she is entitled to pension contributions of DKK 1,000 per month. If the final part of the period of engagement amounts to less than a month, pension contributions are calculated by dividing the number of calendar days with 30 and multiplying the result with 1,000.
- Where the employee is engaged on an availability agreement, pension contributions are not to be calculated from the guaranteed monthly salary. Instead, the employee is entitled to pension contributions of a settled amount of DKK 75 per actual working day.
- Engagement for film rehearsal does not entitle the employee to pension contributions.

All pension contributions are to be paid to the Danish Actor's Association's Pension Fund when salary for the period in question is paid to the employee. When pension contributions have been paid, the producer is released from all obligations, the Danish Actor's Association's Pension Fund being responsible for the administration of the means in accordance with the fund's provisions.

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 has no responsibility 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 production (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 scripts 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.

(5)

The employee is entitled to be present at the première and/or press preview 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 unauthorized persons on or bring unauthorized 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 script 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 Entering into engagements

(1)

In accordance with the contract, the producer obtains the exclusive right, without any time limit, to show and distribute the TV-production throughout the world, in all formats, and by means of all means of presentation, and to have the TV-production subtitled and post-synchronized in foreign languages in accordance with the provisions of the present part II of the agreement.

Payment for any uses of the TV-production that is not covered by part II is to be negotiated between DSF and the producers' association, cf also clause 19.

(2)

In any contract of engagement, cf clause 2, it must be specified which rights the employee assigns to the producer against the agreed salary, cf clause 17 (1) to (3) as well as (6).

(3)

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.

(4)

In case of assignment or sale of the production, the producer is to inform the new owner of what rights that, in accordance with the contract entered into and the provisions of the present agreement, have

been assigned by the employee.

Clause 17 The exploitation right of the producer

(1) Contract production – DR

A contract production for DR is defined as a production financed by DR, in which case DR has the exclusive exploitation right.

In regard to such productions, general payment rates and payment rates for exploitation must accord with the provisions of the agreement between DSF and DR.

(2) Contract productions – other Danish TV-stations

A contract production for another Danish TV-station is defined as a production financed by the TV-station in question, and with regard to which the TV-station has the full exploitation right.

In this agreement the VIEWER-GROUP is defined as the primary audience that the TV-station in question has the right to reach against payment in accordance with the agreement.

The viewer-group is moreover defined as a percentage of potential viewers in Denmark.

The child viewer-group is defined as a corresponding percentage of potential viewers up to and including 12 years of age.

The percentage defined in the agreement is called the RATING FIGURE.

The BASIC PAYMENT is defined as the aggregate salary that the employee is entitled to in accordance with part I of this agreement, except from per diem rates, travel expenses, and holiday allowances.

The REPEAT BROADCAST PAYMENT is a percentage of the basic payment.

A SNAP-REPEAT is defined as a repeat broadcast within 14 days after the première.

- The rating figure amounts to 25%. In regard to productions for TV3, however, it amounts to 20%.
- The repeat broadcast payment amounts to 40% of the basic payment.
- Against the basic payment, the TV-station is entitled to broadcast the production to the viewer-group. The production can thus be broadcast without any extra payment until the total viewing figures reach the rating figure. The viewing figures also include those who have received the production online, cf sub-clause 2a and protocol 1.
- In case of repeat broadcasts after the rating figure has been reached, repeat broadcast payment is released. Repeat broadcast payment gives the right to reach the viewer-group once more, cf above. Any exceeding of the rating figure before the repeat broadcast is calculated as part of the viewer-group, the total rating figure for the repeat broadcast thus also being 25%, or, in regard to TV3, 20%.
- A snap-repeat does not release repeat broadcast payment, but the viewer figures achieved by the snap-repeat is included in the rating figure.

Reference is made to protocol 1 for a description of broadcasting rights and payment obligations.

Reference is made to protocol 2 for a description of the situation as regards children's programmes and serials.

In case of exploitation outside the TV-station in question, payment must follow the provisions of clause 4 below.

(2a) Streaming

In regard to productions in accordance with sub-clause 2, the TV-station is entitled to show the production on the Internet as a streaming presentation within 14 days after the broadcast following the provisions described in protocol 4. Snap-repeats do not lengthen this period of time.

(3) Contract productions – obtaining the exploitation right outside the rating system

If the Danish TV-station does not wish to obtain the exploitation right in accordance with sub-clauses 2 and 2a, the TV-station can choose to obtain the exploitation right under the following provisions.

Payment of the basic payment under part I of this agreement entitles the TV-station to exploit the production in accordance with these conditions:

- a) National Danish TV:
1 broadcast and 1 snap-repeat. Moreover, the TV-station is entitled to show the production on the Internet as a streaming presentation within 14 days after the broadcast following the provisions described in protocol 4. Snap-repeats do not lengthen this period of time.
- b) Regional TV (between 1 and 4 million potential viewers):
2 broadcasts and 2 snap-repeats.
- c) Local TV (less than 1 million potential viewers):
3 broadcasts and 3 snap-repeats.

Repeat broadcasts can take place against payment of the repeat broadcast payment of 40% of the basic payment, which entitles the TV-station to same number of broadcasts as the basic payment. Further exploitation of productions under these provisions can take place against payment in accordance with the conditions of this clause.

In regard to productions in accordance with the above b) and c), the TV-station is in the right to exchange one snap-repeat for the right to show the production on the internet as a streaming presentation within 14 days after the broadcast following the provisions described in protocol 4. Snap-repeats do not lengthen this period of time.

(4) Co-productions

Where it is agreed to share the exploitation right to the production between the producer and the TV-

station, it must be specified in the contracts of the employees how it has been shared.

In addition to TV-exploitation paid for in accordance with either of the sub-clauses 1 to 3, the following provisions apply:

The producer has the right to sell the production for broadcast on local TV in Denmark and TV abroad against payment of a royalty of 15% to the employees engaged under this agreement. Royalties are calculated on the basis of the producer's gross income minus 30% to cover the sales costs, cf protocol 3.

Assignment of the right to exploit the production on the Internet by foreign TV-stations must follow the provisions of protocol 4 of this agreement.

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

(5) Other uses

In case of other uses of the production than those specified in the present part II of the agreement, an agreement must be negotiated between DSF and the producers' association that specifies the payment to which the employee is entitled in the case in question.

If no agreement on the size of royalties can be reached, the question is referred to arbitration as described in clause 19 of this agreement.

The parties in the agreement can make a joint decision to begin the exploitation before the arbitration award has been decided.

(6) Own productions

In case of pure own production, the producers' association and DSF must negotiate the terms of production and exploitation of the TV-production in question.

(7) Payment of royalty etc.

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.

Payment of the repeat broadcast payment in accordance with sub-clauses 2 to 4 is to be effected through DSF.

The producer and the TV-station are obliged, without request, to give DSF any information on payments, numbers of broadcasts, viewing figures, and sales income that is required for the distribution of repeat broadcast payments and royalties.

Clause 18 Other rights

(1)

The producer is entitled to make any number of copies in any format necessary to exploit the TV-production in accordance with clause 17.

(2)

The producer is entitled to assign or sell the rights to the TV-production provided that the conditions of the present agreement are complied with.

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.

(3)

DSF is entitled to demand any documentation necessary in relation to payments under clause 17 (7).

(4)

The employee maintains his or her right to remuneration in accordance with clauses 13, 17, 35, and 39 in the present Copyright Act, or such future clauses as supplement or replace these in relation to remuneration for such rights as are covered by these or similar, future provisions, in the present or in the future. The same applies to payments from other COPY-DAN institutions (or similar administrative institutions).

(5)

The producer and/or the director decide how much of the employee's performance that is to be used in the final production. Similarly, the producer and/or the director are in the right to make changes in the

script 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 production is broadcast. Excepted from this are changes caused by censorship.

(6)

The producer and/or the TV-station are entitled to show short cuts in advertisements for the production, cf protocol 5. The producer and/or the TV-station are entitled to show the production at screenings, seminars, festivals, etc. which are closed to the public.

(7)

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.

(8)

The producer is entitled to use photographs and drawings of the employee as well as cuts from the production in advertisements for the production, cf protocol 5, as well as to use the employee's name in the credits as well as on posters and other advertisements for the production.

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 production without any payment of special remuneration to the employee includes the right to produce and show a production about the creation of the original production (a production about the production), the purpose of which is the promotion of the production. 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.

(9)

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

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

(10)

Parts of the production 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 production that include the employee's voice and to stills.

(11)

If the producer wishes to be able to use scenes from the production in new productions (eg feature films), such a right must be specified in the contract, and payment for such exploitation must be negotiated with DSF.

(12)

The parties in the agreement are obliged jointly to oppose any violation of the rights of the employee or the producer by a third party, eg in case of illegal use of stills.

PART III – OTHER PROVISIONS

Clause 19 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.

(2)

If any dispute on payment for further exploitation arises between DSF and the producers' association, cf clause 16 (1), this is to be negotiated between the parties in the agreement.

If, in such case, DSF and the producers' association are unable to reach a settlement, the dispute can be submitted to arbitration in accordance with the provisions of clause 19 (1), unless DSF and the producers' association are able to agree on an independent umpire to make the verdict.

Clause 20 Application and termination

(1)

The present agreement takes effect, when signed by the parties in it, from July 1st 2002.

(2)

The agreement has an application period of 2 years and 6 months. 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 December 31st 2004.

(3)

All payments stated by the present agreement are to be renegotiated between the parties involved no later than 2 years after entering into the agreement.

(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.

Copenhagen, June 25th 2002.

The Danish Producers' Association
(Klaus Hansen)

The Danish Actors' Association
(Henrik Petersen)

PROTOCOLS TO THE AGREEMENT ON TV-PRODUCTION OF JULY 1ST 2002

PROTOCOL 1: THE RATING SYSTEM, BROADCAST RIGHTS, AND RULES OF PAYMENT

1. Definitions

The basic payment is the aggregate payment the employee receives in accordance with part I of the agreement, excluding per diem rates, travel expenses, and holiday allowances.

According to the 1994 Agreement, the basic payment entitled the TV-station to 1 broadcast and 1 snap-repeat.

The present agreement no longer specifies a fixed number of broadcasts. Instead, both the basic payment and subsequent repeat broadcast payments entitle the TV-station to reach a specified viewing figure of 25% of all potential viewers in Denmark.

These 25% of the potential viewers constitutes the viewer-group.

The 25% is called the rating figure.

In the case of TV3, however, the rating figure only amounts to 20%.

1a. Streaming

Viewers who receive the production online are included in the viewing figures.

For practical reasons, it has been agreed to calculate with a fictional rating figure of 0,5% per fortnight for the Internet up to and including December 31st 2004. At that time it will be decided whether the actual rating figure is to be used in the calculations instead.

2. Primary exploitation

The basic payment entitles the TV-station to broadcast the production without any supplementary payment until it has been seen by the entire viewer-group; or, in other words, until the rating figure has been reached.

Repeat broadcast payment is only released when the production is broadcast after the rating figure has been reached. Depending on the production's viewing figures, it can thus be broadcast once, twice, or even more times without releasing repeat broadcast payment.

Example:

If, for instance, 22% is reached by the two first broadcasts of the production, the production can be broadcast a third time without any supplementary payment, even though a third broadcast means that the rating figure is exceeded:

1. broadcast – 14%
2. broadcast – 8% = 22%
3. broadcast – 6% = 28%. No repeat broadcast payment is released.

3. Snap-repeats

A snap-repeat is defined as a repeat broadcast within 14 days after the première. Since a snap-repeat is usually planned before the viewing figures are known, it is agreed that a snap-repeat never in itself can release supplementary payment.

Example:

1. broadcast – 26%. The rating figure is reached.

Snap-repeat – 6% = 32%. However, the rule applying to snap-repeats means that no supplementary payment is released.

4. Additional broadcasts (“repeat broadcasts”)

If a production is broadcast after the rating figure has been reached, repeat broadcast payment is released. The repeat broadcast payment amounts to 40% of the basic payment as defined in (1) above, and is to be paid when the production is first broadcast after the rating figure has been reached.

The repeat broadcast payment entitles the TV-station to reach the viewer-group once more, meaning respectively 25% and 20% of the potential viewers; however, the viewing figures for the first broadcasts are to be included in the calculation.

Example (the rating figure being 25%):

1. broadcast – 26%.

Snap-repeat – 6% = 32%.

3. broadcast – 16%.

4. broadcast – 5%.

5. broadcast – 11%.

Because of the rule applying to snap-repeats, no supplementary payment is due.

Repeat broadcast payment is released because the rating figure has been reached before the 3. broadcast.

This repeat broadcast payment gives the right to reach 25% of the potential viewers once more, but 7% (1% on the 1. broadcast and 6% on the snap-repeat) plus 16% have now been used, i.e. a total of 23%.

No repeat broadcast payment is released since a margin of 2% remained of the viewer-group.

Repeat broadcast payment is released, and 3% plus 11% of the new viewer-group have now been used.

For TV3, where the rating figure only amounts to 20%, a similar example could be drawn up.

5. Index linking

It is agreed that the repeat broadcast payment is to be regulated with 10% every 5 years after the productions première, or, in the case of serials, after the entire serial has been broadcast for the first time, unless other agreements have been made.

PROTOCOL 2: CALCULATION OF THE RATING FIGURE FOR CHILDREN'S PROGRAMMES CALCULATION OF THE RATING FIGURE FOR SERIALS

1.

The rating figure is defined as 25% - or, respectively, 20% - of the viewer-group by clause 17 in the present agreement.

Children's programmes:

2.

In regard to children's programmes, the viewer-group is defined as potential viewers between 4 and twelve years of age, in accordance with the current Gallup poll's registration of this target group. Thus, Gallup's estimated viewing figures are used as the basis for the calculation of the rating figure and, as a consequence also of the time when repeat broadcast payment is due (cf the agreement and protocol 1). On October 25th 1996, the producers' association and DSF have defined the rating figure for children as 32% (cf the February 15th 1997 negotiation protocol).

3.

Children's programmes are defined as programmes advertised as such as well as programmes within a programme package either advertised as a children's programme package or recognized by the viewers as such – for instance traditional children's programme packages such as "TV for you," cartoon packages, and "Emil from Lønneberg."

4.

The children's programme category does not include family programmes, defined as programmes either advertised as such or recognized as appealing to all age groups, either via tradition or via the viewers' experience with the mixed contents of the programme. An example of such a programme is the "Christmas calendar."

Serials:

5.

The rating figure for serials is calculated as an average of the viewing figures for the episodes of the serial.

TV2 is entitled to calculate viewing figures in blocks (continuous episodes) of a minimum of 6 episodes, and to arrange repeat broadcasts and payments on the basis of the average viewing figures of each block.

DSF must be informed of such block calculation.

6.

In regard to rules applying to snap-repeats and repeat broadcasts, reference is made to protocol 1 as well as to the agreement.

PROTOCOL 3:

DEFINITION OF THE GROSS INCOME OF THE PRODUCER

1.

In accordance with clause 17 (4) of the agreement, the producer is in the right to sell a production for broadcast on local TV in Denmark and TV abroad against payment of a royalty of 15% to the employees engaged under this agreement.

Royalties are calculated on the basis of the producer's gross income minus 30% to cover costs.

If the producer and the TV-station in the production contract have agreed to assign the right to sell the production to the TV-station, and, furthermore, to give the TV-station a share in the net income of such sale, royalties are to be calculated on the basis of this net income, that is, the gross income of the sale minus 30% to cover costs, before it is shared between the TV-station and the producer.

2.

The condition for the 30% deduction is that the producer actually has sales costs to cover, although these do not have to amount to such a high percentage of the income. Usually, the producer will have to cover costs to copies and promotion of the production.

3.

If an agreement has been made with a distributor so that expenses for copies, promotion, and adaptation are deducted from the settlement to the producer in advance, the consequence of which being that the settlement to the producer can be seen as the actual income from the sale, royalties are to be calculated on the basis of the producer's income without any deduction.

4.

On presale, which is defined as the sale of broadcast rights in connection with the financing of the production, royalties are calculated on the basis of the input minus a 30% deduction. If the input differs markedly from the production's market value, negotiations between DSF and the producers' association must be entered into to establish the sales price on the basis of which royalties are to be calculated.

5.

The producer is obliged to inform DSF of all relevant sale terms, cf clause 57 of the Copyright Act.

PROTOCOL 4: STREAMING

Streaming rights are defined in clause 17 (2a) and (3), and do not release any payment besides what is established by the general terms of the agreement.

This provision does not interfere with any other relations of a commercial or moral nature between the performers and the advertisers and/or the TV-station, which are to be solved between the parties involved.

PROTOCOL 5: USE OF NUDE PHOTOGRAPHS AND CUTS FROM THE PRODUCTION

Clause 18 (8) entitles the producer "to use photographs and drawings of the employee as well as cuts from the production in advertisements for the production."

Besides, the parties in the agreement agree that the producer may not use stills or cuts from the production in a way that may be offensive to the employee, whether or not such use is permitted by the quoted provision.

It has thus been agreed that:

- The producer may not without written permission release press photos that display the employee in a position of full frontal nudity. Moreover, the producer must be careful with using photos of a kind which it is known from experience may be abused by the tabloid press. The same rules apply to the creation of any printed programmes for the production.
- The producer may not without permission use cuts from the production in which nude scenes are used as eye-catchers (eg by running the same scene repeatedly in advertisements)

Moreover, it has been agreed that the right to show cuts from the production in accordance with clause

18 (6) does not include the right to show cuts that can be seen as independent performances, eg entire singing performances, and thus have independent broadcast value.

**PROTOCOL 6:
DEFINITION OF TV-PRODUCTION, CF CLAUSE 16 (1) OF THE AGREEMENT**

The producer obtains the rights to the TV-production as specified by clause 16 (1) of the agreement. In this context, a TV-production is defined as the finished TV-production as an independent work. In regard to TV serials, where the finished TV-production consists of several episodes, the producer obtains all the rights specified by clause 16 (1) to each of the episodes as independent works.

Copenhagen, June 25th 2002.

The Danish Producers' Association
(Klaus Hansen)

The Danish Actors' Association
(Henrik Petersen)

**CONTRACT OF ENGAGEMENT
(TV-PRODUCTION)**

Between _____ (the producer)
and _____ (the employee)

1.

The producer engages the employee to perform the part of _____ in a TV-production the working title of which is _____

2. Payment

a. Daily salary

The employee receives a daily salary of DKK _____, dress rehearsals and make-up rehearsals excluded/included (only if the salary amounts to a minimum of DKK 3,200). The employee is guaranteed a minimum of _____ working days within the period from _____ to _____ in accordance with the production plan. For any filming days exceeding the guaranteed number of days or the agreed period of time, the employee receives a daily salary of DKK _____.

b. Aggregate salary for the performance of a part

The employee receives an aggregate salary of DKK _____ (minimum DKK 38,000) for the performance, which is to be completed within the period from _____ to _____ in accordance with the production plan, the maximum number of working days being _____. For any filming days exceeding the agreed number of days or the agreed period of time, the employee receives a daily salary of DKK _____ as a supplement to the aggregate salary.

c. Speaking/dubbing/post-synchronization

For the first _____ hour(s), the employee receives a salary of DKK _____.
For each subsequent hour the employee receives a salary of DKK _____.

d. Monthly salary

The employee receives a monthly salary of DKK _____.
The employee is engaged in the period from _____ to _____.
For any filming days outside the agreed period of engagement, the employee receives a daily salary of DKK _____.

e. Engagement on an availability agreement

The employee is guaranteed a minimum monthly salary of DKK 20,000. The employee is at the producer's full disposal in the period from _____ to _____.
In addition, the employee receives DKK _____ per actual working day.

For any filming days outside the agreed period of engagement, the employee receives a daily salary of DKK _____.

3. Half days

- a) The producer and the employee has agreed to divide _____ days into _____ half days since the employee is not at the producer's disposal the entire filming day, cf clause 4 (5).
The employee receives a salary of DKK _____.
- b) The employee is engaged for half days on the following filming days: _____ on the beginning of the filming day/on the end of the filming day.

4. Payment

- a) Daily salary and aggregate salary for the performance of a part is paid when the employee has finished the filming, cf, however, clause 3 (8).
- b) Monthly salary is paid at the end of each working month, cf clause 3 (9).

5. Other engagements

The employee has agreed to be at the producer's disposal in the period of time specified above; however, the producer has been informed of the following other engagements which must be respected:

6. Rights

I. Against payment of the salary agreed upon in (2) and (3) above, the producer acquires one of the following rights:

_____ A. CONTRACT PRODUCTION – DR, cf clause 17 (1).
The agreement between DSF and DR must be adhered to.

_____ B. CONTRACT PRODUCTION – OTHER TV-STATIONS, cf clause 17 (2) and (2a).
The name of the TV-station: _____
Sharing of the exploitation right: _____

_____ C. CONTRACT PRODUCTION – OBTAINING THE EXPLOITATION RIGHT
OUTSIDE THE RATING SYSTEM, cf clause 17 (3).
The name of the TV-station: _____
Sharing of the exploitation right: _____

_____ D. PURE OWN PRODUCTION, cf clause 17 (6).
Special agreement approved by DSF and the producers' association:

- II. Specially agreed exploitation rights, cf clause 17 (5):
 - Phonogram rights _____, cf appendix.
 - Videogram rights _____, cf appendix.
 - Cinema rights _____, cf appendix.
 - Library rights _____, cf appendix.

III. Rights that are not assigned under this contract or under the Agreement on TV-Production of June 25th 2002 between DSF and the producers' association belong to the employee.

7. Special agreements:

8.

This standard contract, approved by the producers' association and DSF, has been completed in triplicate. It is the producer's responsibility that the employee and DSF each receive a copy of the contract.

9.

The engagement has been entered into on the terms of the above mentioned Agreement on TV-Production of June 25th 2002 between DSF and the producers' association, as well as the terms of the attached protocols to which reference is made.

_____ / _____ 20_____

_____ The producer	_____ The employee
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