







### Disclaimer and indemnity

The Declarant hereby confirms being the owner, holder or claimant authorized to exercise the retransmission and communication to the public of rights of the declared work, and/or of the remuneration rights arising therefrom, being entitled to claim the royalties collected by AGICOA. The Declarant further confirms holding all retransmission rights inherent to authorize the use of the declared work. The Declarant shall declare only those works that are defined as AGICOA repertoire in Article 14 of AGICOA's distribution rules, and further confirms that the works hereby declared to AGICOA are compliant with said definition. Should a Declarant receive royalties from AGICOA for a work declared in this Declaration Form but not deemed to be considered under AGICOA's definition of repertoire (Article 14 of the distribution rules), the Declarant is obliged, within the Swiss Statute of Limitation (10 years), to return said royalties to AGICOA upon request.

Where the Declarant receives and accepts payments of royalties from AGICOA for the work as declared in the Declaration Form above, it shall hold AGICOA harmless from any claims of third parties regarding the rights for which it has been paid.

### Withdrawal and termination of authorization

In case of withdrawal of membership or termination of the authorisation to manage rights, the Declarant will provide AGICOA with written and signed notification with 6 months' prior notice. The notification shall produce effects at the end of the financial year. The Declarant shall retain rights for final distribution of amounts collected by AGICOA on its behalf before the termination or withdrawal occurred.

### Data protection

The Declarant can at any time modify or withdraw the present Declaration by using the notification forms and automated procedures at its disposal at AGICOA's public web site and IRRIS Web.

It is understood and agreed that AGICOA - and AGICOA's Partners - will use the data collected in the Declaration Form in its automated systems (e.g. identification or distribution), for the purposes of performing its mandate as granted by the Declarant, as well as for purposes of information, claims, collection and distribution.

## 2. In Home and TV Everywhere

The Declarant hereby mandates AGICOA and/or authorizes it to license and collect remuneration within the scope of the exercise of the exclusive rights as described below.

### In Home

In cases where such rights are not subsumed within retransmission as defined in relevant national legislation, the Declarant hereby declares that, on its behalf, AGICOA may authorize or prohibit cable operators from offering the unaltered simultaneous retransmission of a primary terrestrial or non-terrestrial digital or analogue signal by any wire or wireless means at multiple access points and through various devices within the home of the subscriber as part of the subscription of linear broadcasting services, and to negotiate and collect remuneration arising therefrom.

### TV Everywhere

The Declarant hereby declares that, on its behalf, AGICOA may authorize or prohibit cable operators from offering the unaltered simultaneous retransmission of a primary terrestrial or non-terrestrial digital or analogue signal by any wire or wireless means at multiple access points and through various devices as part of the subscription of linear broadcasting services, and to negotiate and collect remuneration arising therefrom.

Ref. 201607

Signature	
<b>Rightsholder's/Agent's signature and name</b>	<b>Date</b>
<div style="display: flex; justify-content: space-between;"> <span>first name</span> <span>last name</span> </div>	<b>Rightsholder's/Agent's identification number assigned by AGICOA</b>