

CONFLICT RULES

As approved by the Board of Directors on 12 June 2026

I. GENERAL CONDITIONS

ARTICLE 1

SCOPE OF APPLICATION

1. For the purposes of the present Rules a conflict arises in the event of a double declaration (or more) in respect of the same work and with an overlapping cumulative percentage of declared rights of more than one hundred percent (100%).
2. AGICOA Italia shall initiate a conflict resolution procedure only with respect to conflicts that involve royalties and shall retain such royalties until a conflict is resolved or until the amounts are written off in accordance with the present Rules. Only parties in conflict having royalties at stake will be part to the procedure. In administering conflicts, AGICOA Italia shall give priority to conflicts of high monetary value.
3. The conflicting parties will manage the conflict resolution procedures through the AGICOA Italia web declaration portal (IRRIS web).
4. AGICOA Italia encourages the parties to resolve a conflict through direct negotiations at any Phase of a conflict resolution procedure. If the parties reach an agreement, Article 7(4)(b) will apply.
5. The present Rules do not apply:
 - (a) To declarations in relation to periods and territories for which the deadline to declare has expired at the time of declaration according to the AGICOA Italia distribution rules;
 - (b) To declarations made by the same declarant pertaining to the rights that were in conflict and deleted from the AGICOA Italia database after the conflict was resolved, unless such declarant provides new legal substantiation in support of the new declaration;
 - (c) To conflicts that occur following the registration of a declaration by the same declarant on behalf of different rightsholders, except as specifically regulated under Article 10 of the present Rules. In such cases, AGICOA Italia shall apply the procedure described therein. In the context of an ongoing conflict resolution procedure, if pursuant to an update of rights the remaining conflict is linked to declarations registered by the same declarant on behalf of different rightsholders, AGICOA Italia shall automatically inactivate the conflict resolution procedure and handle the matter in accordance with Article 10.

(d) To conflict resolution procedures launched by AGICOA Italia at a time when other conflict rules were in force, unless the conflicting party(ies) taking part in such conflict resolution procedures elect to be subject to the newly amended Rules, in which case these Rules will apply to such party(ies).

ARTICLE 2

COMMUNICATIONS, DEADLINES AND EXTENSIONS

1. All communications from AGICOA Italia, including notifications, under the present Rules shall be in writing, in English and sent in electronic form and/or announced in the notifications' area of IRRIS web.
2. In case all the conflicting parties have correctly communicated their positions within the deadline, AGICOA Italia will, as applicable in each case, end the conflict resolution procedure or move it forward to the following Phase before the expiration of the deadline.
3. The deadlines set out in the present Rules start on the day after AGICOA Italia sends an electronic communication, with the date of expiry to be stated on the communication. Calendar days shall be used in computing time limits.
4. As a rule, where applicable, AGICOA Italia shall send relevant communications to the parties within thirty (30) days.
5. Any deadline may be extended by AGICOA Italia upon request by any of the conflicting parties via IRRIS web. An extension can only be granted once per party for a maximum of thirty (30) days during a conflict resolution procedure.
6. Failure to react at any Phase of a conflict resolution procedure or provide documents as required under Article 6(1), 7(3), 7(4)(b) and 8 below within the established deadlines shall be deemed as a withdrawal of the rights in conflict and AGICOA Italia shall amend the declaration(s) accordingly.
7. In order to ensure timely and efficient procedures, AGICOA Italia will send to the parties within a given deadline up to a maximum of three (3) reminders per each Phase.
8. AGICOA Italia shall notify the conflicting parties about the start and the end of each Phase of a conflict resolution procedure.

ARTICLE 3

NEW DECLARANTS JOINING AN EXISTING CONFLICT

1. Should a new declarant register a declaration in relation to a work in conflict and provided that it is not a late declaration in the sense of Article 1(5)(a) above, AGICOA Italia shall inform the new declarant of the existing conflict resolution procedure and the initially conflicting parties of the existence of the new declarant.
2. The new declarant shall then have a maximum of thirty (30) days, if it joins the conflict at Phase 1, and a maximum of sixty (60) days, if it joins the conflict at Phase 2, to

verify and/or amend its declaration and to comply with other requirements set forth in Articles 5 to 6 of these Rules. For the initially conflicting parties the deadlines at the respective Phases shall remain the same.

If the initially conflicting parties and the new declarant comply with all the requirements set forth in the present Rules and the conflict persists, AGICOA Italia shall proceed to the next Phase of the conflict resolution procedure and inform all the conflicting parties accordingly.

3. Should the new declarant join the conflict at Phase 3, AGICOA Italia shall suspend the conflict resolution procedure until it reviews the legal substantiation, if any, provided by the new declarant within a maximum sixty (60) days. If the provided documents comply with Article 6(1) below and the conflict persists with the new declarant, AGICOA Italia shall restart Phase 3 of the conflict resolution procedure from the very beginning and notify all the conflicting parties accordingly.

ARTICLE 4

WARRANTY IN CASE OF PAYMENT

1. Any party receiving royalties pursuant to the present Rules shall hold AGICOA Italia harmless and indemnify it with respect to all actions, proceedings, costs, damages, expenses, claims and demands which are brought, threatened or made by another conflicting party or any third party upon or against AGICOA Italia in relation to said royalties.

2. Should none of the conflicting parties be entitled to receive royalties from AGICOA Italia after a conflict has been resolved, the amounts unduly received by a party prior to that conflict being announced shall be returned to AGICOA Italia.

II. CONFLICT PROCEDURES

ARTICLE 5

PHASE 1

1. AGICOA Italia shall notify the relevant declarants of the existence of a conflict pertaining to a declared work, indicating the territories, language versions, TV channels/broadcasts, percentage of rights in conflict and/or periods being in conflict, whichever is relevant, as well as the percentage of rights declared by each of the parties and the amounts retained by AGICOA Italia at the time in relation to each of the parties.
2. The parties shall have a maximum of thirty (30) days to amend their declarations by confirming, withdrawing or modifying their rights. The parties shall notify AGICOA Italia of their final position by using IRRIS web.
3. If the conflict is solved after the parties amend their declarations within the deadline, AGICOA Italia shall close the conflict resolution procedure and distribute the retained royalties to the entitled party(ies) within the next relevant distribution.
4. If all parties withdraw their claims, AGICOA Italia shall close the conflict resolution procedure and distribute the retained royalties at a next country distribution among relevant AGICOA Italia declarants.
5. Failure to react within the established deadline shall be deemed as a withdrawal of the rights in conflict and AGICOA Italia shall amend the declaration(s) accordingly.

ARTICLE 6

PHASE 2

1. Should more than one party maintain or modify their claims in Phase 1 in a manner that a conflict persists, AGICOA Italia shall ask such parties to upload in IRRIS web within a maximum of sixty (60) days (i) legal substantiation, such as contracts and/or other supporting documents, relevant to demonstrate a party's entitlement to claim the rights in conflict, and (ii) a written summary in English highlighting the relevant provisions of the documents supplied and substantiating the reasons for the documents supplied to be sufficient and adequate to prove a party's entitlement, provided that:
 - (a) The documents submitted shall be considered as legal substantiation if they refer to the work and parties in conflict, an express grant or reservation of rights, territories, language versions, TV channels/broadcasts, percentage of rights and/or periods, for which the conflict exists, whichever is relevant, and include a full chain of title, if applicable. The parties may also provide other information relevant to the conflict;
 - (b) General statements and objectively inadequate substantiations are not sufficient;
 - (c) Copies of documentation submitted must be complete and signed; copies of agreements from which confidential or sensitive information has been removed or redacted are acceptable provided that such removed or redacted information does not relate to assignment or ownership of the rights.

2. AGICOA Italia shall then review the submitted documents and notify the parties if they do not comply with Article 6(1) above.

For the avoidance of doubt, AGICOA Italia shall review the submitted documents only to ensure their pertinence to the conflict and compliance with the requirements of Article 6(1) above and shall not make any decision on the entitlement of claims for works in conflict. These documents are considered as confidential and AGICOA Italia will not in any case share them with the opposing party(ies).

3. If one or more party(ies) submit(s) all documents as required under Article 6(1) above and another party does not react or provides documents that do not comply with that Article, in a way that solves the conflict, AGICOA Italia shall delete the rights in conflict of the non-responding or non-complying party(ies) from the AGICOA Italia database, close the conflict resolution procedure and distribute the retained royalties within the next relevant distribution to the party(ies) that provided all documents as required.

4. If none of the parties reacts within the deadline nor sends documents that comply with Article 6(1) above, AGICOA Italia shall delete their rights in conflict from the AGICOA Italia database, close the conflict resolution procedure and distribute the retained royalties at a next country distribution among relevant AGICOA Italia declarants.

ARTICLE 7

PHASE 3

1. Should the conflict persist after more than one party has submitted the documents as required pursuant to Article 6(1) above, AGICOA Italia shall notify the parties and request them to resolve the conflict through direct negotiations within one hundred and eighty (180) days.

2. In the event that the parties start negotiations, they must actively engage in such negotiations, including without limitation by regularly arranging and participating in conference calls, meetings, electronic communications and sharing the substantiation of their claims. In the event that one (or more) party(ies) do(es) not respond or do(es) not actively engage(s) in negotiations within the deadline of one hundred and eighty (180) days, AGICOA Italia shall delete the rights in conflict of such party(ies) from the AGICOA Italia database. For a valid engagement in a negotiation, the responses to the negotiation attempts should be given reasonably in advance of the deadline expiration.

3. If only one party actively engages in the process of negotiations outlined above, and substantiates this engagement by uploading the relevant evidence in IRRIS web, AGICOA Italia shall close the conflict resolution procedure after the expiry of the deadline of one hundred and eighty (180) days and distribute the retained royalties within the next relevant distribution to such party.

4. If two or more parties actively engage in negotiations, the following shall apply:

(a) If none of the parties informs AGICOA Italia about the terms of their settlement within one hundred and eighty (180) days, AGICOA Italia shall delete their rights in conflict from the AGICOA Italia database, close the conflict resolution procedure and distribute the retained royalties at a next country distribution among relevant AGICOA Italia declarants.

(b) If the parties reach an agreement, they must each upload the terms of the agreement in IRRIS web and do the corresponding update of rights. The retained royalties will be distributed according to such terms. In case of inconsistency after the update of rights in the form of a remaining conflict, AGICOA Italia will make the appropriate amendments according to the agreement provided by all parties.

(c) If after failing to reach an agreement, at least one party informs AGICOA Italia by using IRRIS Web within one hundred and eighty (180) days of their intention to initiate legal proceedings, arbitration or mediation, AGICOA Italia shall proceed to Phase 4 as per Article 8 below and inform the parties accordingly.

ARTICLE 8

PHASE 4

1. If a party has informed AGICOA Italia by using IRRIS Web of its intention to initiate legal proceedings, that party shall upload documentary evidence in IRRIS Web within a maximum of thirty (30) days, confirming that legal proceedings have been initiated.

If the initiating party fails to provide this evidence within the established deadline, AGICOA Italia shall delete the rights in conflict of all conflicting parties from the AGICOA Italia database, close the conflict resolution procedure and distribute the retained royalties at a next country distribution among relevant AGICOA Italia declarants.

If the initiating party uploads the documentary evidence within the established deadline, AGICOA Italia shall notify the other party(ies), and the conflict resolution procedure shall be suspended until at least one party uploads the outcome of the legal proceedings in IRRIS Web. AGICOA Italia will make the appropriate amendments based on the outcome provided.

2. If a party has informed AGICOA Italia by using IRRIS Web of its intention to initiate arbitration or mediation, the following shall apply:

(a) At least one of the conflicting parties shall upload documentary evidence in IRRIS Web within a maximum of thirty (30) days, confirming that arbitration or mediation has been initiated.

(b) If none of the parties provides this evidence within the established deadline, AGICOA Italia shall delete the rights in conflict of all conflicting parties from the AGICOA Italia database, close the conflict resolution procedure and distribute the retained royalties at a next country distribution among relevant AGICOA Italia declarants.

(c) If at least one party uploads the documentary evidence within the established deadline, AGICOA Italia shall notify all parties, and request them to confirm they agree to proceed with arbitration or mediation within a maximum of thirty (30) days.

If the opposing party(ies) fails to react within the established deadline, AGICOA Italia shall delete their rights in conflict from the AGICOA Italia database, close the conflict resolution procedure and distribute the retained royalties to the entitled party(ies) at the next relevant distribution.

If all conflicting parties confirm their agreement to proceed with arbitration or mediation within the established deadline the conflict resolution procedure shall be suspended until at least one party uploads the outcome of the arbitration or mediation in IRRIS Web procedure. AGICOA Italia will make the appropriate amendments based on the outcome provided.

If the opposing party(ies) refuses to proceed with arbitration or mediation within the established deadline, the other party(ies) may inform AGICOA Italia of their intention to initiate legal proceedings within thirty (30) days, and Article 8(1) above will then apply. If the other party(ies) fails to inform AGICOA Italia of their intention to initiate legal proceedings within the established deadline, AGICOA Italia shall delete the rights of all conflicting parties from the AGICOA Italia database, close the conflict resolution procedure and distribute the retained royalties at a next relevant distribution among relevant AGICOA Italia declarants.

ARTICLE 9

PROCEDURE FOR THE HANDLING OF CONFLICTS OF EUR 500 OR LESS INVOLVING CLOSED PERIODS

CONFLICTS BETWEEN DIFFERENT DECLARANTS

1. In January of each year, AGICOA Italia shall notify each declarant of all works in conflict in which they are involved as a conflicting party and which, in total, block EUR 500 or less, aggregated across the most recently closed period (as defined in the AGICOA Italia distribution rules) and (if any) open periods.

Each notification shall specify the portion of the blocked amounts relating to the closed period and to the open periods respectively.

2. Declarants shall have until March 31 of the respective year to either (i) resolve the conflict among themselves and adjust their rights accordingly in IRRIS Web, or (ii) inform AGICOA Italia within this deadline of their intention to initiate a CRP.

3. If at least one party declares its intention to initiate a CRP for conflicts blocking more than EUR 200, the procedure shall be launched in accordance with Articles 5 to 8 above.

If all parties declare their intention to initiate a CRP for conflicts blocking EUR 200 or less, the procedure shall likewise be launched accordingly. In such cases, if only one party declares its intention to initiate a CRP and provides evidence that it was the only party who engaged in negotiations to resolve the conflict, the procedure shall nevertheless be launched in accordance with Articles 5 to 8 above.

4. If the declarants have not resolved their conflict through direct negotiations and adjustment in IRRIS Web, nor declared their intention to initiate a CRP within the above deadline, the amounts of the conflict relating to closed periods shall be written off and distributed in accordance with the AGICOA Italia distribution rules. The rights in conflicts shall remain active.

5. If the conflict is later resolved in favor of a given rightsholder, such rightsholder shall not be entitled to claim any written-off amounts from the closed periods.

ARTICLE 10

PROCEDURE FOR THE HANDLING OF CONFLICTS INVOLVING CLOSED PERIODS CONFLICTS WITHIN A SAME DECLARANT

1. In January of each year, AGICOA Italia shall notify each declarant of all works in conflict in which they are involved as the same declarant acting on behalf of different rightsholders.

Each notification shall specify the portion of the blocked amounts relating to the most recently closed period (as defined in the AGICOA Italia distribution rules) and to (if any) open periods.

2. Declarants shall have until March 31 of the respective year to resolve the conflicts among themselves and adjust their rights accordingly.

3. In the absence of a rights adjustment resolving the conflict in IRRIS Web within the above deadline, the amounts of the conflict relating to closed period shall be written off and distributed in accordance with the AGICOA Italia distribution rules. The rights in conflict shall remain active.

4. If the conflict is later resolved in favor of a given rightsholder, such rightsholder shall not be entitled to claim any written-off amounts from the closed periods.

III. FINAL AND TRANSITIONAL PROVISIONS

ARTICLE 11

1. Article 9 and 10 above shall apply for the first time in January 2027.
2. As a transitional measure, procedure for the handling of conflicts involving closed periods between different declarants shall be as follows:

(a) In November 2025, AGICOA Italia shall notify each declarant of all works in conflict in which they are involved as a conflicting party, distinguishing between:

- Conflicts blocking more than EUR 500 in total, aggregated across closed and (if any) open periods; and
- Conflicts blocking EUR 500 or less in total, aggregated across closed and (if any) open periods.

Each notification shall specify the portion of the blocked amounts relating to closed periods since 1984 and to (if any) open periods.

(b) The declarants shall have until March 31, 2026, to either (i) resolve the conflicts among themselves and adjust their rights accordingly in IRRIS Web, or (ii) for conflicts blocking more than EUR 500, to inform AGICOA Italia within this deadline of their intention to initiate a CRP.

(c) In the absence of a rights adjustment resolving the conflict - whether the conflict blocks EUR 500 or less, or more than EUR 500 - or, in the latter case, in the absence of any declaration of intent to initiate a CRP within the prescribed deadline, the amounts relating to closed periods shall be written off and distributed in accordance with the AGICOA Italia distribution rules. The rights in conflict shall remain active.

(d) If the conflict is later resolved in favor of a given declarant, such declarant shall not be entitled to claim any written-off amounts from the closed periods.

3. As a transitional measure, procedure for the handling of conflicts involving closed periods within a same declarant, shall be as follows:

(a) In November 2025, AGICOA Italia shall, notify each declarant of all works in conflict in which they are involved as the same declarant acting on behalf of different rightsholders.

Each notification shall specify the portion of the blocked amounts relating to closed periods since 1984 and to (if any) open periods.

(b) The declarants shall have until March 31, 2026, to resolve the conflicts and adjust their rights accordingly in IRRIS Web.

Failing this, the consequences set out in Article 10(3) shall apply.

(c) If the conflict is later resolved for the open periods in favor of a given rightsholder, such rightsholder shall not be entitled to claim any written-off amounts from the closed periods.