

Authorisation and Remuneration Agreement

Between

AGICOA Italia S.r.l., with its headquarters at Viale Regina Margherita 286, 00198 Rome – Italy (Registration no. at the Italian **Chambers of Commerce: [•]; VAT no: [•]; PEC address:)**, represented by its [position], [name] and its [position] [name]

hereinafter referred to as the « **AGICOA Italia** »,

And

[Name of Operator] registered at [name of chamber of commerce] under number [RC number, with its headquarters at [address] (**VAT no: [•]; PEC address:)**, represented by its [position] [name]

Hereinafter referred to as the "Operator"

Hereafter jointly referred as "Parties" and individually as "Party".

Preamble

Whereas in accordance with the provision of article 16 et seq. of the Italian Copyright Law (L. 633/1941) the holders of copyright and related rights have the exclusive right to authorize the Retransmission, including Retransmission by cable, and the Communication to the public by Direct Injection, as defined in article 1 of the Agreement, of their works;

Whereas this exclusive right, according to article 16-ter et seq. of the Italian Copyright Law (L. 633/1941), must be mandatorily exercised through a collective management organization;

Whereas AGICOA Italia is an organization for the collective management of copyright and related rights pursuant to Legislative Decree no. 35/2017 and complying with the requirements provided therein;

Whereas AGICOA Italia represents independent audiovisual producers who have entrusted AGICOA Italia with the management, for the Italian territory, of the exclusive rights of which they are holders (either on an original basis, by way of transfer or by the effect of a presumption of transfer), including the rights enabling operators to provide Linear Digital Services;

Whereas AGICOA Italia also manages, on the basis of voluntary mandates from producers, a set of rights enabling operators to provide Non-linear Digital Services;

Whereas the Operator offers its Subscribers access to one or more Service Offer(s), including Audiovisual Works that are part of the Repertoire, for the exploitation of which the Operator is required to obtain AGICOA Italia's authorisation;

Whereas the Parties wish to agree on the terms of AGICOA Italia's authorisation and remuneration for the exploitation by the Operator, for its Subscribers, of Audiovisual Works forming part of AGICOA Italia's Repertoire, as included in the television programmes broadcast on the channels of the Broadcasting Organizations covered by the Operator's Service Offer(s).

Now therefore the Parties agree as follows:

1. Definitions

For the purposes of the Agreement, the following definitions shall apply:

Additional Digital Services means the Linear Digital Services and Non-Linear Digital Services offered under the control and responsibility of the Operator, based on the linear offering of television programs included in the Broadcasting Organizations's television channels.

Agreement means the present authorisation and remuneration agreement, together with its annexes.

Audiovisual Works means the sequences of moving images and sounds protected by copyright, including but not limited to cinematographic audiovisual works, television films and series, documentaries and any other audiovisual content protected by copyright. For the purposes of this Agreement, news programmes, weather forecasts, sports programmes and other live events, teleshopping and infomercials, advertising, gambling and lottery programmes, music videos, and musical compositions shall not be considered Audiovisual Works.

Broadcasting Organization means the legal entity with editorial responsibility over the television programmes included in the television channels it operates.

Collection Report means the report substantially conforming to and based on the template attached as Annex 5 to this Agreement, containing the Operator's exploitation data.

Communication to the Public by Direct Injection means the communication to the public by the Operator of programme-carrying signals received via direct injection from the Broadcasting Organization.

Direct Injection means the technical process as defined by article 16-quinques of the Italian Copyright Law (L. 633/1941) by which a Broadcasting Organization transmits its program-carrying signals to an operator, in such a way that these signals are not accessible to the public during this transmission.

Linear Digital Services means the digital services enabling live and continuous access to television programmes included in the Broadcasting Organizations' television channels via mobile devices, including streaming to any in-home device other than the main set-top box ("In Home" service), streaming from set-top box to set-top box within the Subscriber's home ("Set-Top Box to Set-Top Box" service), or streaming from any location via the Operator's network or that of a third party ("TV Everywhere" services).

Non-linear Digital Services means the digital services enabling on-demand access to television programs included in Broadcasting Organizations's television channels, including catch-up services allowing viewing of such programs for a limited period after their initial broadcast ("Catch Up TV"), preview services allowing early access to such programmes before their broadcast ("Preview TV"), pause and resume functionalities during live broadcasts ("Pause and Resume"), start-over functionalities allowing viewing of a programme from the

beginning during its live broadcast (“Start from the Beginning”), and cloud-based recording services (the “nPVR”).

Repertoire means the repertoire managed by AGICOA Italia which includes all Audiovisual Works, with the exception of Broadcasting Organizations’ own programmes when broadcast on their channels.

Retransmission means the simultaneous, unaltered and unabridged retransmission, intended for reception by the public, of an initial transmission occurred in one EU Member State of programmes consisting in, comprising and/or featuring audiovisual works, in all instances when, according to article 16-ter of Italian Copyright Law (L. 633/1941), (i) the said initial transmission is by wire or over the air including that by satellite, and (ii) the above-mentioned subsequent retransmission has the following characteristics: (a) it is carried out by a subject other than the Broadcasting Organization which made the initial transmission or under whose control and responsibility that initial transmission was made, regardless of how the party carrying out the retransmission obtains the programme-carrying signals from the Broadcasting Organization for the purpose of retransmission; and (b) it is carried out over an internet access service, as defined according to article 2(2) of EU Regulation 2015/2120 of the European Parliament and the Council from November 25, 2015, in a controlled environment, to be intended as an environment in which an operator of retransmission services provides a secure retransmission service in favour of the authorized users having access to that environment.

Retransmission by cable means the simultaneous, unchanged and unabridged retransmission by cable or by an ultra-short wave broadcasting system for reception by the public of an initial transmission, wireless or wired, in particular by satellite, of television or radio program broadcasts intended for reception by the public.

Service Offer(s) means the linear offer(s) of television programmes contained in the television channels of the Broadcasting Organizations referred to in Annex 1 of the Agreement, communicated to the public by Retransmission by cable, Retransmission, and Direct Injection, as well as the Additional Digital Services referred to in Annex 2 of the Agreement, offered by the Operator to its Subscribers.

Subscriber means any private or professional user residing or established in Italy who has entered into an agreement with the Operator, granting them the possibility, either against payment or free of charge, to receive one or more Service Offer(s).

2. Purpose of the Agreement

In consideration of the remuneration and under the terms and conditions set forth below, AGICOA Italia authorizes the Operator to:

- Retransmit by Cable, Retransmit and/or Communicate to the public by Direct Injection to its Subscribers the Audiovisual Works from the Repertoire, as included in the television programmes broadcast on the television channels of the Broadcasting Organizations listed in Annex 1 to this Agreement,
- Where applicable, provide its Subscribers with the Additional Digital Services listed in Annex 2 to this Agreement.

3. Scope and limitations of the authorisation

3.1 Scope of the authorisation

- 3.1.1 The authorisation granted by AGICOA Italia covers AGICOA Italia's current and future Repertoire.
- 3.1.2 The authorisation is non-exclusive, non-transferable and may not be sub-licensed in any manner.
- 3.1.3 The authorisation is conditional upon the Operator having first obtained the necessary authorisation from the Broadcasting Organizations pursuant to article 16-ter, section 2 and to article 79 of the Italian Copyright Law (L. 633/1941).

3.2 Limitations of the authorisation

- 3.2.1 Services that are not based on the linear offering of the Broadcasting Organizations' television programmes, in particular on-demand services (video on demand and/or pay-per-view), are expressly excluded from the scope of this Agreement.
- 3.2.2 This Agreement does not apply to any Retransmission or Communication to the public by direct injection, whether (i) in publicly accessible areas of hotels or in other publicly accessible areas or comparable venues, or (ii) in private rooms or similar spaces in hotels, healthcare, detention or other comparable establishments.

Such uses shall be subject to separate authorisations to be obtained by the operators of such premises or locations.

- 3.2.3 This Agreement does not grant the Operator the right to record the Audiovisual Works included in the television programmes of the Broadcasting Organizations' television channels distributed under this Agreement.

However, such temporary recording may occur where necessary:

- i. for technical reasons, to enable the Operator to provide the Non-linear Digital Services listed in Annex 2 to this Agreement, where such services fall within the scope of this authorisation;
- ii. for monitoring purposes; or
- iii. where such recording is required by law or a competent authority.

The Operator undertakes to inform its Subscribers that their subscription does not grant them the right to make temporary recordings of Audiovisual Works from the Repertoire for any purpose other than private use within the family circle, and that any other use of copies of such works is unlawful.

4. Remuneration

- 4.1 In consideration for the authorisation granted under this Agreement, the Operator undertakes to pay AGICOA Italia a remuneration (excluding VAT) per Subscriber, calculated in accordance with the tariff schedule set out in Annex 4 to this Agreement.
- 4.2 The remuneration shall be increased by VAT, if applicable, at the rate in force on the date of performance.
- 4.3 Due to their exceptional nature, any black-outs carried out in accordance with article 9 of this Agreement will have no impact on the total amount payable.
- 4.4 Technical interruptions shall not affect the remuneration due.

5. Collection reports

- 5.1 In order for AGICOA Italia to calculate the remuneration and issue the corresponding invoices, the Operator shall provide AGICOA Italia with a Collection Report.
- 5.2 The Collection Report shall be submitted within fifteen (15) days from the first day of each **quarter / month**.
- 5.3 The Collection Report shall include:
- i. the number of Subscribers per Service Offer, as well as the name and number of television channels included in the Operator's Service Offer(s) on the first day of the relevant **quarter/month**;
 - ii. all data and information pertaining to the exploitation and dissemination, according to this Agreement, of the Audiovisual Works included in AGICOA Italia's Repertoire, including the date or period of such acts of exploitation and dissemination it being understood that AGICOA Italia remains entitled to ask for additional information about the use and exploitation of the Audiovisual Works, if available.
- 5.4 Should the Operator fail to either provide the Collection Report within the aforementioned time limit, or to complete all or part of the data referred to in the Collection Report, or provide AGICOA Italia with incorrect or false data and information, AGICOA Italia shall be entitled to issue an invoice on the basis of the data for the previous quarter/month, with a flat-rate increase in the number of Subscribers of 5%. Upon receipt of the data, adjustments will be made, if necessary by issuing credit notes, and readjusted at the time of invoicing for the following quarter/month. Such right is without prejudice to AGICOA Italia's termination rights pursuant to article 5.5 below.
- 5.5 Pursuant to Article 23, Paragraph 4, of the Legislative Decree no. 35/2017, should the Operator fail to either provide the Collection Report within the aforementioned time limit, or to complete all or part of the data referred to in the Collection Report, or provide AGICOA Italia with incorrect or false data and information, AGICOA Italia shall be entitled to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code.
- Without prejudice to the foregoing, AGICOA Italia may alternatively invoke the termination mechanism provided for in Article 1454 of the Italian Civil Code. In such case, AGICOA Italia shall issue a formal notice to the Operator requiring it to remedy the breach within a period not exceeding fifteen (15) days from receipt of said notice. Should the Operator fail to remedy the breach, this Agreement shall be deemed terminated.
- 5.6 Upon signature of this Agreement, the Operator shall provide AGICOA Italia, as Annex 3 to this Agreement, with a statement indicating the number of its Subscribers per Service Offer. It is agreed that this statement shall be used as the reference from the Effective Date of this Agreement.
- 5.7 The Service Offer(s) as of the date of signature of this Agreement are listed respectively in Annexes 1 and 2 to this Agreement. It is agreed that these offers shall be used as the reference from the Effective Date of this Agreement.
- 5.8 AGICOA Italia acknowledges that the Operator may modify the composition of its Service Offer(s) from time to time in respect of the rights represented by AGICOA Italia.

Any change in the composition of one or more of the Service Offers shall be notified to AGICOA Italia within fifteen (15) days of its implementation.

Any change in the composition of one or more of the Service Offers during a given quarter/month shall not affect the remuneration applicable until the end of that quarter/month.

AGICOA Italia shall not be held liable for any collection or distribution errors resulting from the Operator's failure to communicate, or delayed communication of, changes to the composition of its Service Offers.

6. Determination and payment of remuneration

- 6.1 Invoices relating to this Agreement shall be issued quarterly/monthly by AGICOA Italia before the end of the first month of each quarter/before the end of the month, based on the Collection Report.
- 6.2 Invoices issued by AGICOA Italia shall be paid by the Operator within thirty (30) days from the invoice date, by bank transfer to AGICOA Italia's account number as indicated on said invoice.
- 6.3 The Operator shall provide AGICOA Italia, upon request, with any additional information required for accurate invoicing.
- 6.4 Without prejudice to the provision set out in article 13, any late payment shall automatically incur interest on the outstanding invoice starting from the invoice due date. The interest rate will be that referred to in Legislative decree no. 231/2002.

7. Tariff adjustment

The remuneration calculated in accordance with the tariff schedule set out in Annex 4 to this Agreement shall be increased annually by the higher of:

- i) the percentage increase in the Consumer Price Index (FOI) published by ISTAT for the preceding year or
- ii) the percentage increase in the average price of the subscriptions offered by the Operator to its Subscribers during the preceding year.

8. Warranties

- 8.1 The Operator warrants that it has obtained all necessary authorisations to include the television channels of the Broadcasting Organizations in its Service Offer(s), the list of which at the date of signature of the Agreement is attached as Annex 1 to the latter. The Operator shall inform AGICOA Italia of any changes in this list in accordance with article 5.7 of this Agreement.
- 8.2 AGICOA Italia warrants and holds the Operator harmless against any claim relating to the category of rights managed by AGICOA Italia, brought by producers, their agents, and/or by any other collective management organization, based on rights in Audiovisual Works falling within the Repertoire.
- 8.3 AGICOA Italia's warranty does not cover claims brought by any other category of rightsholders or by the collective management organisations representing them, in

particular with regard to the unwaivable remuneration due to collective management organizations of authors and performers pursuant to Articles 46bis and 80 and seq. of Italian Copyright Law (L. 633/1941).

- 8.4 AGICOA Italia's warranty does not cover claims brought by producers concerning Additional Digital Services for which such producers have not granted a (voluntary) mandate AGICOA Italia.
- 8.5 AGICOA Italia's liability under this warranty shall be limited to the value of the rights (whether original or acquired from an author or performer) that the producer could have claimed had they been a member of AGICOA Italia or of a collective management organisation affiliated to AGICOA Italia through a reciprocal representation agreement. This warranty shall also be limited to three (3) years from the date of exploitation of the concerned producer's Audiovisual Work.

9. Right of suspension in exceptional circumstances

- 9.1 AGICOA Italia reserves the right, in exceptional circumstances, to suspend the authorisation to Retransmit by cable, Retransmit or to Communicate to the public by Direct Injection certain Audiovisual Works from the Repertoire included in the television programmes of the Broadcasting Organizations' television channels comprised in the Operator's Service Offer(s) as listed in Annex 1 to this Agreement, or to suspend the authorisation to offer such Audiovisual Works via one or more Additional Digital Service(s) listed in Annex 2 of the Agreement.
- 9.2 This right shall only be exercised by AGICOA Italia in order to avoid serious harm to the interests of rightsholders or to the moral interests of third parties concerned by the content of the Audiovisual Work.
- 9.3 Exceptional circumstances justifying such suspension shall include, in particular:
 - i. Potential conflicts raised by a Broadcasting Organization, an audiovisual service provider or by a producer and/or rights assignee, based on the existence, in contracts of any nature concluded between producers and/or rights assignees on the one hand, and Broadcasting Organizations and/or audiovisual service providers on the other hand, of exclusivity clauses regarding the territory and priority broadcasting rights within such territory;
 - ii. Manifest breaches of contractual obligations (e.g. issues regarding interpretation of co-production agreements, or other contractual disputes of any kind, etc.) by one or the other Party to such agreements and/or by a Broadcasting Organization;
 - iii. Breaches of public policy provisions by any of the interested parties and/or by a Broadcasting Organization.
- 9.4 Any suspension request from rightsholders submitted to AGICOA Italia at least fifteen (15) days prior to the scheduled broadcast date of the relevant Audiovisual Work shall be notified by AGICOA Italia to the Operator with its justification at least ten (10) working days in advance, in writing and with a request for acknowledgment of receipt.

Should such a request be submitted later, AGICOA Italia shall endeavor to forward it to the Operator as soon as possible.

- 9.5 Upon receipt of the suspension request, the blackout shall be implemented by the Operator, at the earliest convenience, through technical measures designed to prevent Subscribers from receiving the concerned Audiovisual Work. During the blackout period, Subscribers shall see an on-screen message indicating that the program is not available.
- 9.6 The Operator represents and warrants that it is technically capable of, and shall, at AGICOA Italia's written request, implement black-out measures specifically targeting the concerned Audiovisual Work.
- 9.7 The suspension shall remain in effect for as long as the underlying circumstance persists. Once such circumstance has been remedied, the relevant Audiovisual Work(s) shall automatically be reinstated within the scope of the authorisation. For the avoidance of doubt, such suspension shall not give rise to any reduction of the remuneration, in accordance with Article 4.3 of this Agreement.

10. Audit

- 10.1 AGICOA Italia may require that the data relevant for the purposes of article 5 of this Agreement be verified and certified by a chartered accountant appointed by AGICOA Italia, once per year.
- 10.2 If the audit reveals that the Operator has failed to report the correct number of Broadcasting Organizations' television channels included in its Service Offer(s) or that the number of Subscribers exceeds by more than 5% the number previously reported, the Operator shall reimburse audit costs and, without prejudice to article 5.5 of this Agreement, AGICOA Italia shall invoice the Operator for the amount corresponding to the underpayment revealed by the audit.

11. Confidentiality

- 11.1 The Parties agree that all data and documents exchanged in connection with this Agreement shall be considered strictly confidential. Accordingly, neither Party shall disclose them to any third-party, except in the following cases:
- i. Where this Agreement or the information exchanged between the Parties in connection therewith has been made public with the prior consent of the other Party;
 - ii. Where this Agreement or the information exchanged between the Parties in connection therewith must be disclosed pursuant to a legal or judicial obligation;
 - iii. In the event of a dispute brought by either Party or by both Parties before a court of law, whether judicial or within the framework of mediation or conciliation proceedings between the Parties, when such dispute concerns the validity, scope, interpretation and/or performance of this Agreement.
- 11.2 The existence of this Agreement itself is not confidential. Furthermore, a copy of this Agreement may be disclosed by AGICOA Italia to any court or independent mediator bound by professional duty of confidentiality, in the context of judicial or amicable dispute resolution proceedings involving a third party, and upon request of such court

or mediator, it being understood that the confidentiality of this Agreement shall remain preserved vis-à-vis the said third party.

- 11.3 The obligations under this article 11 shall survive the termination or expiry of this Agreement.

12. Data protection

- 12.1 With reference to the activities subject to this Agreement, the Parties mutually undertake to comply with all obligations arising from current legislation on the protection of personal data, including the GDPR (EU Regulation No. 679/2016) and national implementing regulations, in particular Italian Legislative Decree No. 196/2003 and subsequent amendments and additions.
- 12.2 The Parties declare that they have mutually communicated to each other – orally and prior to the signing of this Agreement – the information referred to in Article 13 of the GDPR in relation to the processing of the personal data of their respective legal representatives for the purposes of signing and performing this Agreement.
- 12.3 It is understood that each Party will act as an autonomous data controller with reference to the personal data of the subjects holding rights over the Audiovisual Works.

13. Entry into force, Term and Termination

- 13.1 This Agreement shall come into force [with retroactive effect] on [DATE] and shall remain in force until [DATE].

In accordance with articles 5.6 and 5.7 of the Agreement, the Operator shall, upon signature, provide AGICOA Italia with a statement indicating the number of its Subscribers per Service Offer (Annex 3 to this Agreement), and a record of its various Service Offers (Annexes 1 and 2 to this Agreement).

- 13.2 The Parties undertake to enter into negotiations on the first day of the 12th month preceding the expiry of this Agreement, with a view to concluding a new authorisation agreement before the expiry date.

Should no agreement be reached within the aforementioned timeframe, AGICOA Italia agrees, in order to facilitate the conduct of negotiations, that this Agreement shall continue to apply during the negotiation period, until a new agreement is signed, provided that such new agreement is concluded no later than four (4) months after the expiry of this Agreement and that the Operator duly fulfils its obligations, including financial one. If no new agreement is reached within the four (4) months period, this Agreement shall be deemed terminated and the Operator shall immediately stop to exploit the Audiovisual Works.

- 13.3 In addition to the provisions set out in article 5.5, the Agreement may be terminated according to Article 1456 of the Italian Civil Code, without legal formalities, and without prejudice to the right to claim damages, by simple notification by AGICOA Italia to the Operator by registered letter or personal certified email (PEC) stating the reasons, in the event of a breach by the Operator of any of the provisions set out in articles 3.1.2, 3.1.3, 8.1, 9.5, 9.6, 11, 12.

If the Operator fails to pay the remuneration due to AGICOA Italia within the term provided for by article 6.2 and/or fails to comply with any other obligation under this Agreement not referred to in the paragraph above, and does not remedy within thirty (30) days from the receipt of a demand letter sent by AGICOA Italia by registered letter or PEC, this Agreement shall terminate according to Article 1454 of the Italian Civil Code.

- 13.4 The Agreement may be terminated by either Party with immediate effect and without compensation if the other Party decides to cease its activities. In such case:
- i. the Party which chooses to cease its activity shall notify the other Party of its intention by registered letter or PEC;
 - ii. the Operator shall remain obliged to pay AGICOA Italia the remuneration due for the expired operating period.

14. Miscellaneous

- 14.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and replaces all prior undertakings, representations, promises, or agreements between them in relation thereto.
- 14.2 Each Party undertakes not to transfer to a third party all or part of the rights and obligations arising from the Agreement without the prior express written consent of the other Party.
- 14.3 The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the validity and/or enforceability of its remaining provisions or of the Agreement, as a whole. If necessary, the Parties will negotiate in good faith with a view to replacing the invalid or unenforceable provision with an equivalent provision having a similar economic effect for both Parties.
- 14.4 The failure or waiver by a Party to invoke a breach by the other Party shall not be construed as a definitive waiver of the right to invoke such breach or any similar future breach.
- 14.5 All communications and notices between the Parties relating to this Agreement or its performance shall be sent by PEC or by registered letter to the registered office and address of the receiving Party, as mentioned in the header of the Agreement, with a copy by email sent to the following email addresses:

For AGICOA Italia: [contact email address]

For the Operator: [contact email address]

- 14.6 Any modification or amendment to this Agreement shall only be valid if made in writing and signed by the duly authorized representatives of the Parties.

15. Amicable dispute resolution procedure

- 15.1 Prior to initiating any judicial proceedings, the Parties shall make every reasonable effort, in good faith and without prejudice to their rights, to resolve amicably any dispute relating to the interpretation and/or performance of this Agreement.

- 15.2 Any Party wishing to initiate the amicable resolution procedure shall inform the other Party in writing, detailing the reasons for its request. The other Party shall then expressly and in writing confirm its acceptance or refusal to engage in this procedure.

The Parties undertake to use all necessary means and resources, in particular regarding time, availability and frequency of meetings, to reach a solution within ninety (90) days from the acceptance of the amicable dispute resolution procedure. Unless otherwise agreed by the Parties, said procedure shall end upon expiry of this timeframe.

- 15.3 Each Party shall remain free at any time to discontinue the amicable dispute resolution procedure if it considers that a satisfactory solution cannot or can no longer be reached. In such case, it shall inform the other Party by simple written notice, without having to justify its decision.
- 15.4 The provision of the present article are without prejudice to Parties' right to initiate judicial proceedings and to take any protective measures that the situation may require.

16. Applicable law and jurisdiction

- 16.1 This Agreement shall be governed by Italian Law.
- 16.2 In the event of persistent disagreement and failure to reach a solution within the framework of the amicable dispute resolution procedure referred to in article 15 of the Agreement, the Parties may initiate the mediation procedure provided for in the Legislative Decree no. 28/2010.
- 16.3 Should the aforementioned mediation fail, either Party may refer the matter exclusively to the courts of Italy, sitting in Rome.

Done in two copies, each of the Parties declaring to be in possession of an original signed copy.

For and on behalf of AGICOA Italia

[Name]
[Title]

[Name]
[Title]

Date:

Date:

For and on behalf of the Operator

[Name]
[Title]

[Name]
[Title]

Date:

Date:

According to Articles 1341 and 1342 of the Italian Civil Code, the Operator expressly approves the following articles:

Article 3.1.2 - Prohibition on transferring or sublicensing the authorisation;

Article 3.2 - Limitations of the authorisation;

Article 4.3 - No impact of the black-out periods on the remuneration due to AGICOA Italia;

Article 4.4. - Effects of technical interruptions on the remuneration due to AGICOA Italia;

Article 5.8 - No effect of the change in the composition of the Service Offers on the remuneration due to AGICOA Italia during a given period – No liability of AGICOA Italia in case of errors resulting from the Operator's failure to communicate, or delayed communication of, changes to the composition of its Service Offers;

Article 7 - Tariff adjustment;

Article 8 – Warranties;

Article 9 - Right of suspension in exceptional circumstances;

Article 14.2 – Prohibition of the transfer of this Agreement;

Article 15 - Amicable dispute resolution procedure;

Article 16 – Applicable law and jurisdiction.

For and on behalf of the Operator

[Name]

[Title]

Date:

[Name]

[Title]

Date:

Annex 1: List of the Broadcasting Organizations' television channels included in the Operator's Service Offer(s)

Annex 2: Additional Digital Services provided by the Operator that may form part of the License

Annex 3: Number of the Operator's Subscribers per Service Offer as of [DATE]

Annex 4: Tariff schedule

Annex 5: Collection Report



Collection Report
Form Template for C