

THIS AGREEMENT is made the day of 20

BETWEEN

(1) **DIRECTORS UK LIMITED** a company limited by guarantee whose registered office is at 22 Stukeley Street, London, WC2B 5LR (hereinafter referred to as "Directors UK" which expression shall where the context so admits include its successors in title and assigns) and

(2) Name

of

("the Member")

WHEREAS:

(A) Directors UK is a Collective Management Organisation established for the purposes of negotiation in relation to the works of its members and the collection of the fees which may be payable to members of Directors UK from the exploitation of such members' Rights as defined herein

(B) Directors UK has entered into the Directors Rights Agreement pursuant to which Directors UK has agreed with the Producers inter alia that in consideration of certain payment by the Producers to the Directors UK of fees Directors UK shall make payments to Members in accordance with the Distribution Scheme

(C) The Member is a Member of Directors UK and now wishes to enter into this Agreement and to appoint Directors UK to collect the Fees on the Member's behalf on the terms and conditions hereinafter appearing

NOW IT IS HEREBY AGREED as follows:

DEFINITIONS

1. (a) The following definitions apply in this Agreement

'Accounting Dates' shall mean 30th April and 31st October in any year or such other dates as Directors UK may determine

'Accounting Period' shall mean the period between Accounting Dates

'Act' shall mean the Copyright, Designs and Patents Act 1988

'The Board of Directors' shall mean the appointed members who oversee the management of Directors UK

'Designated Works' shall mean all Works for which the member is engaged as Principal Director during the term of the Directors Rights Agreement

'Digital Simulcast' shall mean a simultaneous digital format broadcast of a Film on the same delivery platform (e.g. terrestrial cable or satellite) whether as an analogue broadcast of such Film or in a digitalised form but otherwise identical in every other respect.

'Director' shall mean any director of any audio-visual work or any other category of creative professional that the Board of Directors of Directors UK shall determine eligible for membership of Directors UK

'Directors Rights Agreement' shall mean the agreement between the Producers and Directors UK having an effective date of 1st July 2001 as the same may be varied or amended or extended from time to time (including any new agreement replacing such agreement)

'Distribution Scheme' shall mean such scheme as Directors UK shall operate from time to time to share payments received by it pursuant to the Directors Rights Agreement

'Effective Date' shall mean the date of this Agreement

'Equitable Remuneration' shall mean the equitable remuneration arising from the exploitation of Rental and Lending Rights and certain other rights of copyright as provided for under the Act and any other analogous remuneration

'Fees' shall mean:

(a) such share of the payments received by Directors UK pursuant to the Directors Rights Agreement as Directors UK shall determine in its absolute discretion from time to time pursuant to the Distribution Scheme (excluding VAT and subject to the deduction and withholding of any taxes required to be deducted under the laws of the United Kingdom or of any Country in which the Fees arose)

and

(b) all other royalties payments licence fees repeat fees and other sums including Equitable Remuneration in respect of the Rights received or recovered by Directors UK in the UK arising identifiably from the exploitation of the Member's Works or Film Works in any media throughout the Territory together with such share of any other unidentified royalties payments license fees or other sums received by Directors UK in the UK as Directors UK shall determine in its absolute discretion from time to time (excluding VAT and subject to the deduction and withholding of any taxes required to be deducted under the laws of the United Kingdom or of any Country in which the Fees arose)

'Film' shall have the meaning ascribed to it in Section 5B(1) of the Act

'Film Works' shall mean any Film of which the Member is the Principal Director and is engaged as such before during or after the Term which does not meet the definition of 'Works' in this Agreement

'First Television Exploitation' shall mean in relation to a Film the first occasion on which the Film is exploited by way of Television Exploitation in the country within which such Television Exploitation first occurs including any Digital Simulcast or simultaneous cable or satellite transmissions in such country

'Foreign Collecting Societies' shall mean any organisation collecting and/or administering payments to Directors UK in respect of the exploitation of Film Works and the Works outside the United Kingdom.

'Member' shall mean such member as has applied for and been accepted as a Full or Distribution-only member of Directors UK

'Management Charge' shall mean such sums as Directors UK may from time to time decide in reimbursement of its costs and in respect of the provision of its services to the Member together with Value Added Tax thereon (if applicable)

'Minimum Sum' shall mean a sum which may vary due to the method of Payment by Directors UK but which shall not be less than Thirty Pounds (£30.00)

'Nominated Agent' shall mean such person as is nominated by the Member to act on the Member's behalf as notified to Directors UK in writing from time to time

'Notification Form' shall mean the form of notification required by Directors UK from time to time as evidence that the Member is the Principal Director of a Film Works or Works and identifying the Producer thereof

'Post-Term Works' shall mean all Works for which the Member is engaged as Principal Director after the expiry or other determination of the term of the Directors Rights Agreement

'Principal Director' shall mean the principal director of a Film in accordance with the Act

'Principal Director's Contract' shall mean the contract or contracts between the Member and the Producer or any third party pursuant to which the Member is engaged as Principal Director of a Film Works or Works

'Producers' shall mean The British Broadcasting Corporation, ITV Network Limited, Channel Four Television Corporation, Channel 5 Broadcasting Limited, Sianel Pedwar Cymru, British Sky Broadcasting Limited and members of Producers Alliance For Cinema and Television and members of Teledwyr Annibynnol Cymru and such other producers as Directors UK shall at its election determine from time to time

'Rental and Lending Rights' shall mean the exclusive right to authorise or prohibit the rental and lending of copies of a Film as conferred by Regulation 10 of the Copyright and Related Rights Regulations 1996 and Section 18A of the Act whether in the form of Videograms or otherwise

'Rights' shall mean the copyright and all other rights in and to the Works or the Film Works including without limitation cable and satellite transmission and retransmission rights private copying rights and Rental and Lending Rights which the

Member may now have or which may hereafter be conferred on the Member whether pursuant to the Act or otherwise

'Television' shall mean all forms of television whether now existing or hereafter invented and shall include without limitation free pay digital satellite cable toll and subscription television

'Television Exploitation' shall mean the reproduction performance broadcast transmission and other exploitation of any Film on television

'Term' shall mean the period specified in Clause 14(a)

'Territory' shall mean the World

'UK' shall mean the United Kingdom of Great Britain and Northern Ireland the Channel Islands and the Isle of Man

'Videograms' shall mean copies of a Film on tape disc or other material now known or hereafter invented sold or hired to the public primarily (but not exclusively) for use in the home whereby with the aid of replay equipment under the control of the consumer sound and moving picture images may be reproduced;

'Works' shall mean any Film of which the Member is the Principal Director and is engaged as such during the Term primarily intended for Television Exploitation and which is either (a) directly or indirectly made by commissioned by or made for or in association with a Producer or (b) which has its First Television Exploitation in the UK including any Assigned Works

(b) Unless this Agreement otherwise provides words and expressions used herein shall have the same meanings as are assigned to them in the Act.

(c) Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validly from it.

(d) Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

(e) The headings to the clauses of this Agreement do not form part of and shall not be read into the construction of this Agreement.

ASSIGNMENT OF RIGHTS IN POST TERM WORKS

2. In consideration of Directors UK's agreement to make to the Member the payments stipulated herein the Member hereby agrees that with effect from the expiry or other determination of the term of the Directors Rights Agreement the Member shall assign and grant to Directors UK:

- (i) The Rights in the Post-Term Works (and to the extent that any part of such Works has yet to be created by way of present assignment of future copyright) throughout the Territory (or any part thereof) for the period of the copyright therein including all renewals and extensions thereof and thereafter (insofar as is possible)
- (ii) The right to assign or to grant licences to any third party to exploit the Rights or any of them in the Post-Term Works throughout the Territory (or any part thereof) for the full period of copyright therein including all renewals and extensions thereof and thereafter (insofar as possible) in perpetuity
- (iii) The right to collect Equitable Remuneration on behalf of the Member in respect of the Post-Term Works

NEGOTIATION AND LICENSING

3. (a) The Member hereby agrees that subject as herein provided Directors UK has the sole and exclusive right during the Term to undertake negotiations submit claims and conclude agreements on the Member's behalf regarding the rights in the Post-Term Works in the Territory

(b) Directors UK will not have any obligation or liability to the Member in the event of any act or omission on the part of Directors UK where such act or omission is caused by matters outside the reasonable control of Directors UK.

COLLECTION

4. The Member hereby authorises Directors UK to collect on the Member's behalf:

(a) All Fees pursuant to the Directors Rights Agreement

(b) All Fees in respect of the Rights whether or not identified as being due to the Member which may be due from Foreign Collection Societies.

(c) All Fees in respect of the Rights whether or not identified as being due to the Member which may be due from the exploitation of the Post-Term Works throughout the Territory

(d) All Equitable Remuneration in respect of the Rights that may be due to the Member from the exploitation of the Post-Term Works throughout the Territory

DEDUCTIONS

5. The Member hereby agrees that Directors UK may deduct from the Fees the Management Charge (not exceeding twenty per cent (20%) of the Fees collected) due to Directors UK prior to payment to the Member.

PAYMENT

6. (a) Directors UK will determine the amount payable to the Member in accordance with the rules of the Distribution Scheme as published on the Directors UK website

(b) Directors UK will account to the Member within thirty (30) days after each of the Accounting Dates for the Fees which Directors UK has received during the preceding Accounting Period and is satisfied are due and owing to the Member less the Management Charge

(c) Directors UK shall not be obliged to account for any Accounting Period in which the Fees total less than the Minimum Sum on the basis provided that any Fees not so accounted for shall be carried forward to the next Accounting Period. Directors UK will pay to the Member simultaneously with such accounting the Fees shown to be due to the Member after first deducting the Management Charge

(d) If an overpayment is made to the Member by Directors UK for whatever reason Directors UK may at its absolute discretion set-off all or part of such overpayments against future payments due to the Member or request the Member to refund such overpayment to Directors UK within thirty (30) days of receiving notification from Directors UK of such overpayment.

(e) The Member hereby acknowledges and confirms that Directors UK may make and from time to time alter or vary any rules for regulating the distribution of any Fees received by Directors UK PROVIDED THAT in no event will such distribution be less frequent than annually.

(f) The Member may instruct Directors UK to pay all monies due to the Member hereunder to the Nominated Agent save that Directors UK shall not be liable for any incorrect payment made in accordance with such instructions. The Member hereby agrees and acknowledges that Directors UK shall have no liability nor obligation to ensure that any division of monies as between the Member and the Nominated Agent arising from any payment made hereunder is effected in accordance with any agreement the Member and the Nominated Agent may have between themselves.

PROOF OF ENTITLEMENT

7. Directors UK may seek evidence of entitlement from the Member or the Nominated Agent such as a Notification Form signed by the Member and if requested a copy of the relevant Principal Director's Contract for each of the Works or Film Works

WARRANTIES

8. The Member hereby covenants warrants represents and undertakes to and with Directors UK that:

(i) the Member is free to enter into this Agreement and grant all the rights hereby granted to Directors UK and is in accordance with the Act an owner of the copyright in each of the Post-Term Works or the Film Works or is otherwise entitled to receive payment in accordance with this agreement free from all encumbrances and is not under and will not during the continuance of the Member's membership of Directors UK hereunder enter into any obligation which may conflict with this Agreement or prejudice the grant of rights hereunder in any way and that the Member has not done or failed to do and will not do or fail to do anything which might enable or induce any person to claim that they are entitled to any right which conflicts with the rights of Directors UK hereunder or that Directors UK is not entitled to exercise those rights

(ii) the Member is and will remain during the period covered by this Agreement a "qualifying person" within the meaning of Section 154 of the Act

(iii) there are no claims or actions or proceedings pending or threatened which affect or relate to the Rights in the Post-Term Works or the Film Works hereby granted and that the Member shall forthwith notify Directors UK of any such claims or actions or proceedings upon receiving notice of the same

(iv) the information contained in the Notification Form for each of the Works or Film Works shall be true and accurate and the Member is solely and beneficially entitled to the Fees therefrom

(v) the Member is the Principal Director of each Film referred to in each Notification Form

(vi) the Member will forthwith inform Directors UK if for any reason the Member is no longer entitled to all or part of the Fees and any Fees already paid which the Member is not entitled to shall be refunded to Directors UK or shall be set-off against future payments due to the Member

DIRECTORS UK OBLIGATIONS

9. Directors UK hereby undertakes to and with the Member that:

(a) Directors UK shall use its reasonable endeavours during the Term to undertake negotiations submit claims and conclude agreements on the Member's behalf regarding the Rights in the Works in the Territory and without prejudice to the generality of the foregoing Directors UK is hereby authorised to negotiate such variations, amendments or extensions of the Directors Rights Agreement (or any new agreement replacing the same) as Directors UK shall in its absolute discretion determine from time to time

(b) Directors UK shall use its reasonable endeavours to collect the Fees on behalf of the Member

(c) When commercially viable Directors UK shall attempt to identify Fees received (other than those payable pursuant to the Directors Rights Agreement) which are unidentified upon receipt

(d) Directors UK shall if requested by the Producer of any of the Post-Term Works as specified in the Notification Form grant Rights to the Producer of such Post-Term Works on such terms as Directors UK shall determine from time to time

INDEMNITY

10. Each party shall indemnify and at all times keep the other party fully and effectively indemnified from and against all actions proceedings claims costs (including without limitation reasonable legal costs) losses awards damages whatsoever suffered or incurred by such other party arising directly or indirectly as a consequence of any breach, non-performance or non-observance by the breaching party of any of the agreements representations warranties or undertakings on the breaching party's part contained in this Agreement

FURTHER ASSURANCE

11. (a) The Member hereby undertakes that the Member shall at the request of Directors UK do all such things and sign all such further documents as Directors UK may from time to time require for the purpose of vesting any of the Rights granted hereunder in Directors UK or enforcing the Rights granted hereunder

(b) If the Member makes default in assigning to Directors UK the Rights in any of the Post-Term Works within seven (7) days of being requested so to do Directors UK may appoint one of its directors as attorney on behalf of the Member to execute instruments or transfers of such Rights in favour of Directors UK and the validity of such transaction shall not be questioned by any person

PROCEEDINGS

12. (a) The Member hereby grants to Directors UK the free and unrestricted right at the expense of Directors UK to institute in the name and on behalf of the Member but with the Member's consent (such consent not to be unreasonably withheld or delayed) any and all suits and proceedings at law or in equity in respect of the Rights granted hereunder including without limitation to enjoin and restrain any infringement of the Rights granted hereunder and the Member hereby assigns and sets over to Directors UK any and all causes of action arising or resulting by reason of or based upon such infringement and any and all recoveries obtained in any such action

b) The Member hereby agrees that the Member will not compromise settle or in any manner interfere with any such litigation and Directors UK hereby agrees to indemnify and hold harmless the Member from any costs or damages which the Member may suffer as a direct result of any such suits or proceedings except to the extent if any that any such suit or proceeding is the result of a breach by the Member of the Member's covenants warranties representations undertakings or agreements in this Agreement

DISPUTES

13. (a) If the Member has a complaint or grievance to make about any matter arising under this Agreement the Member shall refer such complaint or grievance to the Board of Directors. If the Member is not satisfied with the adjudication of the Advisory Council the Member may within thirty (30) days of such adjudication refer such complaint or grievance to arbitration by an independent arbitrator agreed between the parties (and in default of agreement thereon within thirty (30) days of such adjudication by a person nominated by the President for the time being of the Law Society on the application of either party) and whose decision as hereby agreed by the Member and Directors UK shall be binding on the parties

(b) In the case of any dispute between the Member and any other member of Directors UK relating to the Works or the Film Works Directors UK shall endeavour to maintain an impartial position and shall provide such assistance as it shall in its sole discretion deem necessary for the satisfactory settlement of such dispute

(c) Pending the resolution of any dispute the Directors UK shall be entitled to suspend payment of the Fees to the Member in relation to such of the Works in dispute

TERM

14. (a) This Agreement shall continue for a period of one year from the Effective Date and shall continue automatically thereafter until determined by either party sending to the other not less than twelve (12) months' notice expiring not earlier than the first anniversary of the Effective Date

(b) Upon expiry or other determination of the Term Directors UK shall retain the right to collect all Fees arising from the exploitation of the Post-Term Works pursuant to assignments or licences which were granted during the Term

(c) The termination of this Agreement shall have no effect on any assignments or licences granted or other agreement entered into by Directors UK in relation to the Post-Term Works prior to such termination and which relates to any period after such termination

NOTICES

15. (a) Any notice which is required to be served on Directors UK hereunder shall be in writing delivered in person to Directors UK or shall be sent by registered mail or recorded delivery or by email or facsimile transmission with a delivery report or certified transmission report and a simultaneously posted hard copy with all charges prepaid or provided for addressed as aforesaid or such other address as the parties may from time to time designate in writing

(b) Any notice which is required to be served on the Member hereunder shall be in writing delivered in person to the Member or the Nominated Agent or shall be sent by registered mail or recorded delivery or by email or facsimile transmission with a

delivery report or certified transmission report and a simultaneously posted hard copy with all charges prepaid or provided for addressed as aforesaid or such other address as the parties may from time to time designate in writing

(c) All notices shall be deemed served on the actual date received and in any event if posted not later than two days from the date of posting (Saturdays Sundays and public holidays always excepted) and if sent by facsimile on the day of transmission

CONFIDENTIALITY AND DATA PROTECTION

16. (a) As a consequence of this Agreement Directors UK shall obtain personal information relating to the Member which is subject to the Data Protection Act 1998 and the Member consents to Directors UK holding and processing data relating to the Member for the administrative and management purposes of collecting and distributing the Fees

(b) Directors UK hereby agrees and confirms that it will not without the consent of the Member or the Nominated Agent disclose to any other party any document supplied to it by the Member or the Nominated Agent pursuant to this Agreement or the fees or other sums paid or payable to the Member or the Nominated Agent or any information relating thereto save as required in the course of negotiating and licensing of the Rights or pursuant to the Directors Rights Agreement or as required by law or to its own professional advisers or which is or falls into the public domain.

MISCELLANEOUS

17. (a) Subject always to sub-clause 3(b) Directors UK shall be entitled to assign or license the benefit of this Agreement and any of the Rights granted hereunder for the purposes of exploitation of the Rights granted hereunder to the extent permitted by law in whole or in part to any third party as it may determine in its entire discretion.

(b) This Agreement shall ensure to the benefit of and be enforceable by Directors UK its assigns licensees grantees and other successors in title

(c) The benefit of this Agreement may be assigned by the Member and the Member hereby undertakes to notify Directors UK forthwith upon any such assignment

(d) Nothing in this Agreement shall constitute a partnership between the Member and Directors UK and nothing shall create or be deemed to create a relationship of principal and agent between them

(e) Nothing in this Agreement provides expressly for any third party to have any right to enforce any term hereof and the parties do not intend any term of this Agreement to be enforced or to confer benefit upon any third party.

(f) This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes any other agreement arrangement or understanding between them with regard thereto.

LAW

18. This Agreement shall be construed in accordance with and shall be governed by the laws of England and Wales and the parties hereto hereby agree to submit to the exclusive jurisdiction of the English Courts

IN WITNESS whereof the duly authorised officer of Directors UK and the Member have set their hands hereunto the day and year first above written

EXECUTED as a **DEED** by the **MEMBER**

(Signature of Member)

in the presence of:

(Signature of Witness)

Signed by

for and on behalf of **Directors UK**