

CREW MEMBER SERVICES AGREEMENT

[EXAMPLE COMPANY]

AND

[EMPLOYEE]

[NAME OF THE PRODUCTION]

[LOGO OF THE COMPANY]

FOR STUDY PURPOSES ONLY

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Attachment 1: Company's Policy for Safe Workplace

This services Agreement (the "**Agreement**") has been entered into as of the date stated below between:

- 1) [COMPANY], reg. no. [registration number], with the registered address [ADDRESS] (the "**Producer**"); and
- 2) [EMPLOYEE], (date of birth + address) (the "**Crew Member**").

Producer and Crew Member are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

1. BACKGROUND

- 1.1 COMPANY NAME ("**COMPANY**") has acquired an exclusive option to the audiovisual rights to the literary work "TITLE", written by [WRITER'S NAME], originally published by [PUBLISHER] in [YEAR] (the "**Novel**").
- 1.2 Producer intends to produce a motion picture, based upon the Novel and in the original [LANGUAGE] language, with the working title "TITLE" (the "Production"). The script for the Production (the "Script") has been written by [SCRIPTWRITER] and will be directed by DIRECTOR NAME (the "Director"). The Production is intended for worldwide premiere and exploitation on the [streaming] platform in all languages via all media and distribution methods existing now or in the future invented. COMPANY has engaged Producer for the carrying out of production services in relation to the production of the Film in Finland.
- 1.3 EMPLOYEE is hereby employed by the Producer to provide the services of **JOB TITLE** ("Crew Member"), in connection with the Production.
- 1.4 Now, therefore it is agreed as follows.

2. THE SERVICES

2.1 TIMING OF THE SERVICES

- 2.1.1 Crew Member shall be at Producer's disposal during the services period, with a duration from DATE until and including END DATE (the "**Services Period**") and thereafter for such additional period, and/or equivalent number of days as during the Services Period after postponement of the Services Period, as may be reasonably required by Producer having regard to any scheduling changes.
- 2.1.2 The number of planned working days during the Services Period amounts to X DAYS. The precise timing of the principal photography days on the Service Period shall be informed to Performer when the final schedule has been completed. The parties acknowledge that the preliminary timeline and planned days of photography may change to some extent.
- Regular working time is 8 hours per day.
- 2.1.3 Crew Member shall also be at Producer's disposal before/after the Services Period for separately agreed X days for preparations in MONTH YEAR and X days for disarmament, on which the working time varies between 2-8 hours/day.
- 2.1.4 Crew Member confirms that they are neither prevented from carrying out the Services nor from taking part in production work during the Services Period. Crew Member undertake to ensure that Crew Member does not engage in other projects during the Services Period without Producer's prior written consent.

2.2 THE SERVICES AND THE CARRYING OUT OF THE SERVICES

- 2.2.1 Crew Member shall act as JOB TITLE and shall in this capacity work closely with [JOB TITLE] in planning the [sets/sound/costumes etc.]; acquire and possibly manufacture X; prepare the X with the rest of the art department for shootings.
- 2.2.2 Crew Member shall carry out all tasks related to the services pursuant to this Agreement (the "Services") in a professional and workmanlike manner and in accordance with instructions and directions given. Crew Member shall comply with Producer's and Director's instructions for the Services.
- 2.2.3 Producer shall ensure that Crew Member is given access to the script of the Production and is informed of the production, photography and daily plans of the Production, at least to the extent these concern Crew Member. Crew Member shall study such material and carefully review the parts that relate to his/her services.
- 2.2.4 Crew Member shall keep Producer informed of Crew Member's whereabouts (address) and how Producer can get in contact with Crew Member (phone number) during the Services Period.
- 2.2.5 Crew Member shall also, as part of the Services, where applicable, comply with any budget and time limitations informed, and shall inform Producer immediately should any situation or request arise that is in conflict with such limitations.
- 2.2.6 Crew Member shall immediately inform Producer of any illness or accident involving Crew Member. Upon Producer's request, any absence shall be substantiated by a medical certificate.

2.3 MISCELLANEOUS

- 2.3.1 The principal photography of the Production shall take place in REGION and in Helsinki Metropolitan area, which also is the place for the carrying out of the Services.
- 2.3.2 During the Services Period, Crew Member shall as far as possible avoid activities that risk leading to injury or illness that may prevent or restrict Crew Member's ability to take part in the production of the Production.
- 2.3.3 Crew Member shall take part of the information in the production handbook for the Production provided by Producer prior to the shoot and complies with COMPANY's policies and routines set forth therein as well as keep itself informed regarding any applicable restriction in relation to product placement, exposure of trademarks as well as copyrighted material in the Production. Furthermore, Crew Member shall comply with applicable security and safety regulations.

3. ASSIGNMENT OF RIGHTS

- 3.1 By this Agreement Producer acquires, with exclusive rights, throughout the duration of the period of intellectual property protection, all intellectual property rights that arise in connection with the carrying out of the Services (including all still photographs and audiovisual recordings taken by Crew Member), which shall be deemed to be included in the term "Production".

3.2 Producer's acquisition includes an exclusive right without limitations to copy and make available the intellectual property rights acquired by this Agreement, in whole or in part, for example in the form of one or more motion pictures, one or more TV programmes, and in marketing material, by all methods and media now known or hereafter conceived, anywhere in the world and with such changes and amendments that Producer may deem necessary. The aforementioned acquisition of rights by Producer shall apply also to material that has originated or been created in connection with the Production, but which has not been included in the final version of the Production.

3.3 Producer's acquisition in accordance with the above includes, but is not limited to, the following means of exploitation:

- (a) Theatrical, including exhibition in movie theatres, including for private groups and companies; non-theatrical and public video;
- (b) Institutions, including exhibition to a limited audience in facilities not primarily engaged in the business of exhibiting films, such as in hotels, hospitals, schools, museums, libraries, prisons, trains, commercially operated motor or electric vehicles (such as taxis, buses, etc.), ships, aircrafts and other similar institutions;
- (c) Video, including rental and sell-thru of DVD, Blu-Ray and through other physical formats, now known or hereafter conceived, including the sale of advertising space on such formats;
- (d) Pay-TV, including linear TV broadcasts through pay TV, linear Pay Per View (PPV), NearVideo-On-Demand (NVOD), through subscription payment, Mini-Pay and other payment forms, regardless of whether the TV broadcasts are distributed by terrestrial network, adsl network, satellite, cable, Internet (IP-TV), or other methods of transmission. Pay-TV also includes making available a Production via SVOD-services which either are made available to subscribers of a Pay-TV channel as a complement to the transmissions on the Pay-TV channel or as stand-alone SVOD, regardless of whether the transmission is made via streaming, temporary download or similar technology;
- (e) Free-TV, including linear TV broadcasts which is not charged for, regardless of whether the TV broadcasts are distributed by terrestrial network, adsl network, satellite, cable, Internet (IP-TV), or other methods of transmission. Free-TV also includes making available a Production via the TV company's webpages or other platforms regardless of whether the transmission is made via streaming or temporary download (catch-up);
- (f) SVOD, Subscription Video on Demand (SVOD), making available the Production via mobile devices, TV, computers and other devices, via cable, satellite, Internet or other methods of communication, in return for a subscription fee, regardless of whether the transmission is made through streaming, temporary downloading or other means, except for permanent download. SVOD does not include TVOD/EST and Other Digital Distribution;
- (g) TVOD/EST and Other Digital Distribution, including non-linear Pay Per View, Video On Demand (VOD), Audio-Video On Demand, Transactional Video On Demand (TVOD),

Advertised Video On Demand (AVOD)*, Free Video On Demand (FVOD)**, Electronic Sell Thru (EST), Download To Own (DTO), Download To Burn (DTB), Download To Rent (DTR), and all other methods, now known or hereafter invented, of non-linear exhibition, rental, sales or other communication of the Production via mobile devices, TV, computers or other devices, via cable, satellite, Internet or other methods of communication, regardless of whether the transmission is free of charge or made against payment per transaction or other form of payment, regardless of whether the transmission is made through streaming, temporary downloading, permanent downloading or other means. TVOD/EST and Other Digital Distribution does not include SVOD;

*Advertised Video on Demand (AVOD) means advertiser-funded making available of the Production via mobile devices, TV, computers or other devices, via cable, satellite, Internet or other future methods of communication, regardless of whether the transmission is made through streaming, temporary downloading or other means, except for permanent download.

**Free Video on Demand (FVOD) means free-of-charge making available of the Production via mobile devices, TV, computers or other devices, via cable, satellite, Internet or other future methods of communication, regardless of whether the transmission is made through streaming, temporary downloading or other means, except for permanent download.

- (h) Sale of excerpts and stills from the Production;
- (i) Soundtrack/music, meaning making copies and exploiting the soundtrack/music of the Production in all now known and in the future existing methods and media in the world;
- (j) Ancillary Rights meaning exploiting all rights closely associated with the Production, i.e., an exclusive right to produce, issue, and market products or services which are based on the Production, and its title, environments and characters, including but not limited to merchandising through figures, collection cards, games, computer games, stickers and other similar products and services.
- (k) Derivative Rights, i.e the right to develop, produce and exploit remakes, formats (such as television and radio), versions, prequels, sequels and spin-offs (whether as series, feature film or other format);

3.4 For the avoidance of any doubt, Producer's acquisition of rights in accordance with the above mentioned also includes the right to freely and without limitation, itself or through any other party, exploit the rights acquired in clause 3.1 for marketing purposes.

3.5 All rights to the Production (all versions of such) and all materials and all other documentation related to the Production, or material that has arisen by virtue of the carrying out of the Services, shall vest with Producer. In view of the total value of the Production and

the extensive loss of value and damage that could arise with the co-production collective if the assignment of rights under this Agreement were not to subsist or were in some way to be disrupted, the Parties specifically agree that the assignment shall be irrevocable.

- 3.6 For the avoidance of any doubt, the Parties agree that Producer is the owner of all rights to copy and make available and/or to grant any other party to copy and make available, prequels, sequels, re-makes and spin-offs, including continuations or other follow-ups in the form of motion pictures or TV programmes set in the time before the Production (prequel) or after the Production (sequel) or constituting new filmed versions of the Production (remakes) or constituting new motion pictures or TV programmes based on characters, settings or trademarks included in the Production or elements otherwise originating from the Production (spin-offs), in all methods and media now known or hereafter conceived, anywhere in the world. Should any such right arise by virtue of the carrying out by Crew member of the Services, such right shall be deemed to be included in the assignment of rights from Crew Member to Producer, without any additional remuneration being payable.
- 3.7 Producer is not required to complete the Production or use the results of the Crew Member's Services or include such results in the Production. In the event that Producer has produced the Production, Producer is not required to make in the Production public. No intellectual property rights shall revert to Crew Member if Producer elects not to produce the Production, or not to make the Production public, and if so, Crew Member shall not be entitled to compensation for any damages.
- 3.8 The Producer has the right to freely use the Crew Member's name and images of the Crew Member related to the Production or the production thereof for the purpose of marketing the Production. The Production (including any material not included in the final version of the Production) may also be used, to a reasonable extent, in the marketing of the Production, the Production's co-producers or their respective business activities.
- 3.9 If, subsequent to the entering into of this Agreement, new intellectual property rights to the Production arise, i.a. but not limited to, any country extending its period of protection or otherwise amends its legislation so that new rights arise, then these rights shall also be deemed assigned to Producer by virtue of this Agreement. Any right to compensation that is connected to such new rights and that also is of a character that it is connected to the author and may only be exercised by the author personally, shall however remain with the author.
- 3.10 Crew Member guarantees that they have not and/or will not transfer any rights to the results of their services under the Agreement any copyright collective management organization. Crew Member confirms that they shall not restrain the Producer's, Studios' or DISTRIBUTING COMPANY' ability to exploit the Production in all media now known or hereafter conceived, in all territories in perpetuity, nor any such rights granted or assigned by Producer to a third party. Any claim for remuneration resulting from collective rights management cannot be directed towards the Producer, Studios, DISTRIBUTION COMPANY or any of its assigns, licensees or successors in interest.
- 3.11 Crew Member shall not interfere, inhibit, enjoin, or restrain the exploitation of the Film and shall indemnify and hold Producer, Studios, DISTRIBUTING COMPANY indemnified from and against any and all claims in connection with the assigned rights.

4. MORAL RIGHTS ETC.

4.1 Producer has the right to make those amendments to the Production that Producer considers necessary (including but not limited to producing of dubbed or sub-titled versions of the Production and the producing of several versions of the Production), provided, however, that Producer does not thereby violate Crew Member's artistic reputation or violate his/her individuality (as applicable). For the avoidance of any doubt, Crew Member are aware of and acknowledge the commercial conditions and other requirements that are associated with production of motion picture and TV programme productions and that, consequently, it cannot be ruled out that the Production may be significantly adapted by other authors and creators. Producer has at its sole discretion the right to alter or modify all results of Crew Member's Services.

4.2 Should Producer complete the filming of the Production, Crew Member shall, to an extent and in such manner as is customary in the Finnish motion picture industry subject to the then-prevailing credit policies of DISTRIBUTION COMPANY, but in all cases in accordance with mandatory applicable law, be named in the opening and/or closing credits of the Production. Crew Member agrees that other parties engaged in the work of the Production may receive credits to an equivalent extent. Producer/DISTRIBUTION COMPANY always has final say regarding crediting. No guarantees are given of single card, credit type or font size, grouping ties or credit position, MFNs, paid ads, credit/likeness tied to artwork or any other credit conditions. No inadvertent failure by Producer or distributors to comply with the credit provisions and no failure of persons other than Producer to comply therewith shall constitute a breach of this agreement by Producer nor shall it entitle Crew Member to seek injunctive or equitable relief hereunder. Producer agrees to take such steps in good faith as are reasonably practicable to prospectively cure any failure by Producer (as soon as discovered by Producer) to accord any credit required, provided, however, that neither Producer nor any distributor shall have any obligation to recall the Production or any prints or materials already printed, recorded or delivered to any third parties. Crew Member undertakes to notify Producer of any failure to comply with the credit without undue delay.

4.3 The Production may, when being made available to the public, be interrupted for advertising, news and/or other segments or programmes. Commercials, advertising and other marketing for different types of products and/or services may also otherwise occur before, during and/or after the Production. Crew Member each acknowledge and accepts that Producer has the right to, in conjunction with every possible method of exploitation, adapt the Production to every conceivable format that different means of distribution may require, for example, adapted to Letterbox format or so called Pan & Scan; sub-titled or dubbed; or otherwise in such a manner as an efficient exploitation of the Production may require. Crew Member has in relation to what is stated above waived his/her moral rights (if any) under Section 3 of the Copyright Act, 2nd and 3rd paragraph, or equivalent relevant provisions in subsequently adopted (if any) Finnish law.

5. REMUNERATION AND PAYMENT

5.1 FEE

5.1.1 Crew Member shall receive A DAILY FEE of XX,XX EUR for the working days. Overtime work is compensated in accordance with the applicable collective labour agreement.

Any overtime work must be preapproved by the Producer.

If the working hours per day are less than 8 hours, a corresponding proportional fee shall be paid for that day.

Remuneration shall be added with holiday compensation 13,5%

5.1.2 In the event Crew Member is required to travel for rendering the Services, Crew Member shall be provided or compensated with standard accommodation, daily allowance according to the Official Decision of the Tax Administration, lodging and economic class transportation (no companion fare) in accordance with Producer's travel policy and the applicable collective labour agreement. An hourly fee of XX,XX € is paid of travel time between Helsinki and REGION in case Crew Member is not working while travelling.

5.1.3 The remuneration set out in this Agreement represents full payment for the Services and the assignments of rights included herein.

5.2 PAYMENT

Payments will be made monthly on the last day of every month, according to reported working hours accepted by the production.

6. WARRANTIES

6.1 Crew Member warrants that they own and control all intellectual property rights that are assigned pursuant to this Agreement and that they have the right to make the assignments of rights as contemplated by this Agreement.

6.2 Crew Member warrants that Producer does not infringe the intellectual property rights of any third party by using the rights assigned pursuant to this Agreement when exploiting the Production or otherwise.

6.3 Crew Member warrants that they will not engage any person to serve in any capacity or incur any charge, expense, liability or obligation on behalf of Producer or order goods or pledge Producer's credit without the prior consent of the Producer.

6.4 Crew Member warrants that they will comply with all of Producer's policies and procedures as notified to Crew Member and with any rules or regulations in force at any place where Crew Member is required to render services in connection with the Production.

6.5 Crew Member warrants that they will not enter (or authorize the entry into) of any product placement agreements for on-screen exposure of any product, item or logo in connection with the Production, it being understood and agreed that any such agreement or arrangement shall be made solely by Producer.

6.6 In case of breach of any of these warranties, Crew Member shall be liable for compensation to Producer and shall compensate Producer in full for its damage, including for reasonable attorneys' fees required in order to preserve Producer's rights.

7. CONFIDENTIALITY

7.1 Each Party undertakes to keep confidential the contents of this Agreement and any confidential information relating to the Production and the other Party and such other Party's business activities. This includes i.a. that Crew Member may not, without the prior written approval of Producer and DISTRIBUTION COMPANY, post pictures or movie clips from the filming of the Production on social media or for similar uses. Notwithstanding the above, Producer shall have the right to disclose the content of this Agreement and confidential information to any other company which is part of the same group of companies as Producer (as determined by the corporate law definition applicable from time to time) and, as may be required, to Studio, DISTRIBUTION COMPANY co-producers and investors. If the Crew Member receives any information regarding the exploitation and revenue generated from the Production, such information is considered confidential information and trade secrets of the Producer, which may not be disclosed to any third party.

7.2 Crew Member furthermore undertakes not to make public announcements that may appear negative or that may harm the Production, Producer, co-producer, producer, director, author, performers or other companies or persons who are involved in the Production. Producer undertakes not to intentionally make any public announcements that may harm Crew Member.

8. ADDITIONAL MEASURES

8.1 Crew Member shall, without being entitled to additional compensation, sign agreements and other documents and take all other measures required in order for Producer to fully secure, enjoy and use its rights in accordance with this Agreement. This includes, but is not limited to, an obligation, if the law or regulation of any country requires for the origination or extension of copyright protection or other intellectual property right, any notifications, registrations or similar, to make all declarations and sign all documents necessary to fulfil such requirements. In the event of exploitation abroad, this undertaking also includes signing foreign language versions of the Agreement, so called release letters and similar documents confirming Producer's acquisition of the rights. Crew Member appoints Producer as attorney-in-fact to execute documents mentioned in clause 8.1, in the event of Crew Member's failure to do so.

8.2 Under no circumstances shall a breach of this Agreement entitle Crew Member to seek a preliminary injunction and/or prohibit, prevent, stall or cease the publication or exploitation of the Production. The only right and remedy available to Crew Member in the event of any breach of this Agreement by Producer, shall be recovery of direct damages. In the event of a breach of Clause 4.2 (credit), Producer shall be liable for compensation only if Producer has intentionally excluded Crew Member's name or has ordered for this to happen.

The Producer shall not be responsible for any indirect/consequential damages (e.g. loss of income) in any circumstances.

9. ASSIGNMENT OF THE AGREEMENT

9.1 The Parties do not have the right to assign this Agreement to any third party. Notwithstanding the foregoing, Producer shall have the right to assign this Agreement to Studio or any other company which is part of the same group of companies as Studio, as determined by the corporate law definition applicable from time to time, or to any company of the PRODUCTION COMPANY group of companies, wholly or partly owned or controlled.

9.2 Producer has a right to, in whole or in part, assign or grant licenses over the rights and results acquired pursuant to this Agreement to third parties; if so, however, Producer will remain responsible for the fulfilment of the Agreement. Producer shall also have the right to freely select investors, co-producers and distributors to the Production. Consequently, Crew Member is aware of and acknowledges that assignment and grant of licenses over the rights acquired under this Agreement may occur.

10. TERMINATION OF THE AGREEMENT ETC.

10.1 In the event of a weighty breach of this Agreement by one of the Parties, the other Party shall have the right to terminate/cancel this Agreement with immediate effect by written notice, provided, however, that the non-breaching Party has notified the other Party of the breach in question and such breach has not been remedied, if during the period of principal photography, within three days, or, if outside of the period of principal photography, within ten days. If the breach is in such a serious manner (as described in section 10.2) that it is unreasonable to expect that the Party should continue the contractual relationship even for the period of written notice, this Agreement can be terminated/canceled with immediate effect without a term of notice.

10.2 Considering the nature of the Services and in view of the total value of the Production, for instance the following causes (but not limited) may be deemed to exist in the event of (a) if there is reason to believe that Crew Member is guilty of or is clearly guilty of a crime or criminal offence (including, but not limited to, any alcohol or drug-related offence, crimes against life and health, sexual crimes and hate crimes) or if the Crew Member behaves or acts in a manner that, in the Producer's reasonable commercial judgement and by virtue of due investigation, may be detrimental or otherwise harmful to the reputation of the Producer, Distribution company, or the Production, or (b) Crew Member breaches Producer's at all times prevailing Policy against offensive behaviour and harassment, (Company's Policy for Safe Workplace against offensive behaviour, harassment and sexual harassment) of which the current version is attached hereto as **Attachment 1**.

10.3 Should Producer elect to terminate/cancel the rendering of the Services prior to completion of the Services, Crew Member shall be entitled to the remuneration for the period of notice in accordance with mandatory applicable law.

10.4 Should the Agreement be terminated/canceled prior to completion of the Services, the assignment of rights pursuant to this Agreement shall survive, and Producer shall have the right to complete the Production and exploit the Production as intended. Producer shall also have the right to engage another Crew Member to complete Services/work on the Production.

11. AMENDMENTS ETC.

11.1 Any amendments and additions to this Agreement shall be made in writing and signed by authorized representatives of the Parties in order to be valid.

11.2 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior written or oral commitments and undertakings between the Parties shall be replaced by this Agreement.

12. UNAUTHORIZED COPYING AND UNAUTHORIZED MAKING AVAILABLE

Crew Member shall take appropriate measures to prevent theft, piracy and any other unauthorized use or distribution of the Production and images, photographs and any other material or documentation that partly or in full relates to the Production or the Services. Crew Member does not have the right to authorize use or distribution of said material, except as specifically set out in this Agreement. Crew Member shall immediately notify Producer if Crew becomes aware of or has reason to suspect that theft, piracy or any other unauthorized use of the Production or distribution of said material has occurred.

13. PROCESSING OF PERSONAL DATA

13.1 Crew Member is informed that personal data relating to Crew Member, such as for example name, personal identity number, date of birth, e-mail, address and phone number, as well as remuneration, photographic and video material and location data ("**Personal Data**"), will be processed by Producer and by companies affiliated to Producer in accordance with the following:

- (i) as a necessity for the performance of this Agreement, for example in order to pay remuneration and for the practicalities in connection with the carrying out of the Production and exploitation of the Production, by for instance administration of which Crew Members should be present for which scene and the geographical location thereof, as well as to enable Producer in general to exercise its rights and obligations under this Agreement;
- (ii) based on the Producer's and Producer's affiliated companies' legitimate interest, which for instance includes Producer processing Personal Data for budget and communication purposes, in order to practically carry out the production and to market and exploit the Production; (iii) to comply with relevant legal obligations; and/or (iv) for archiving purposes in the public interest.

13.2 STUDIO NAME is the personal data controller during the production of the Production and SECONDARY RIGHT-HOLDER is personal data controller after the premiere of the Production. As a part of SECONDARY RIGHT HOLDER'S rights management, SECONDARY RIGHT HOLDER manages a film and rights register. This register is used to fulfil SECONDARY RIGHT HOLDER'S

and Studios's legal and contractual obligations, (such as for registration of ownership share and right to compensation in view of exploitation of production(s)) and for

archiving purposes in the public interest by storing information regarding each separate production and its exploitation.

- 13.3 Producer is the personal data controller to fulfil Producer's legal and contractual obligations (such as for registration of assignment of rights and right to remuneration) and for archiving purposes in the public interest by storing information regarding production and its exploitation. Producer processes your data in accordance with Producer's Privacy Policy.
- 13.4 The Personal Data is stored during the term of the Agreement. Personal Data may also be stored after expiration of the Agreement if (i) SECONDARY RIGHT HOLDER has a legitimate interest, (ii) if it is necessary for processing for archiving purposes in the public interest and/or (iii) to comply with relevant legal obligations.
- 13.5 The Personal Data may be transferred to third parties if it is required to fulfil the purposes of the processing. Such third parties could for instance be persons or companies involved in the Production, DISTRIBUTION COMPANY or suppliers which host server space where the Personal Data is stored. The Personal Data will primarily be processed within the EU/EEA but where necessary to fulfil the purpose of the personal data processing, Personal Data may be shared with partners internationally, including outside the EU/EEA for the purpose of marketing and distribution of productions in which the Crew Member is involved. Personal Data may also be stored on servers outside the EU/EEA. If so, it will be ensured that the processing of Personal Data is protected in an adequate manner and processed in accordance with what is set forth in this Agreement. The protection could for instance include appropriate contractual clauses such as model clauses approved by the EU Commission and other appropriate security measures. Producer and/or SECONDARY RIGHT-HOLDER may perform data protection impact assessments in order to ensure that the security has been thoroughly investigated.
- 13.6 If further processing of Personal Data is conducted, other than what is described in this section 13, the respective personal data controller in accordance with section 13.2 undertakes to inform the Crew Member of such processing in accordance with applicable data protection laws.
- 13.7 Crew Member has the right to receive a copy of the Personal Data, to request rectification of inaccurate Personal Data and to request erasure of Personal Data that is no longer required for the purpose of the personal data processing. Crew Member is also entitled to – under certain circumstances – request restriction of the processing and at any time object to any processing that is based on legitimate interest. Furthermore, if it is technically possible, and if the processing of Personal Data is based on that it is necessary to perform the Agreement, the Crew Member is entitled to data portability, which involves a right to, under certain circumstances, obtain the Personal Data and a right to transfer these to another personal data controller. Crew Member can exercise its rights by contacting:

[CONTACT INFORMATION FOR ALL COMPANIES]

13.8 Producer, Studio and SECONDARY RIGHT-HOLDER strive to solve any complaints from Crew Member relating to the personal data processing, but Crew Member has a right to lodge a complaint with the local supervising authority.

14. GOVERNING LAW

The Agreement and any disputes arising from the Agreement shall be governed by the material laws of Finland.

15. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled in the District Court of Helsinki.

This Agreement constitutes the entire agreement of the Parties with regard to the subject matter of this Agreement and supersedes all previous written or oral agreements and understandings between the parties.

This Agreement may be executed and delivered by electronic signature or by email PDF or original document with original signatures, and the Parties agree that any such execution and delivery of this Agreement shall have the same force and effect as delivery of an original document with original signatures.

Company name

Name

Name