

Rome, _____

To
RAI Radiotelevisione Italiana S.p.A.
Viale Mazzini n.14
ROME

Re: Authorisation for the gratuitous transfer of the economic and commercial use rights of the audio/video material more fully identified under letter (a) of this authorisation (hereinafter “Material”)

The undersigned party (or parties) _____, born in _____, resident in _____, tax code _____

declares and guarantees (or declare and guarantee) the following:

- (a) that it has created the Material more fully described in Annex A herein (**Annex A: description of the Material subject to the authorisation**);
- (b) that it is in possession of all agreements/permits necessary to create the aforementioned Material and transfer it, under the terms and conditions specified in this authorisation;
- (c) that it is the sole owner (or owners) of all the rights for the economic use and economic and commercial exploitation of the Material, in all its individual parts, elements and/or sequences, without any restrictions and/or limitations (for example in time, space, form and/or technology, mediums and/or broadcasts), and is therefore fully entitled to sign this authorisation under the terms and conditions set out herein;
- (d) that it transfers to RAI - Radiotelevisione Italiana S.p.A. (hereinafter “**RAI**”) and on its behalf, its successors or assigns of any nature - on an exclusive and gratuitous basis - all rights to economic or commercial use, in whole or in part, of the Material, in all its individual parts, elements and/or sequences, on any electronic communications network, currently known or yet to be invented and/or with any means and/or medium, currently known and/or yet to be invented, without any limitations of space, time, broadcasts or technology, and in all forms and ways. More specifically, it acknowledges that RAI, and on its behalf, its successors or assigns of any nature, has ownership of 100% of all the Rights described more fully in Annex 1 to this authorisation (**Annex 1: RAI’s Rights to the Material and Definitions**);
- (e) that it is in possession of the authorisations/permits relating to all those who took part, in any way, in the creation of the Material (as either natural persons or legal persons, organisations and/or associations), which show that: (i) RAI and its successors or assigns, have all the Rights described under letter (d) above on an exclusive basis, and there is no right to any remuneration and/or compensation from RAI and/or its successors or assigns of any nature; (ii) the people interviewed and/or who issued declarations with respect to the Material, accept, on an exclusive basis, all responsibility for the content of the aforementioned declarations/interviews; (iii) the material, of any nature, used to create the Material, was validly acquired and can be validly used, to the extent set out under letter (d) above, without anyone having the right to any remuneration and/or compensation; (iv) they agree and acknowledge that neither RAI nor its successors or assigns, for any reason, agreed to or will agree to obligations

- and/or commitments in relation to the actual use, in whole or in part, of the Material, and therefore, no claims, of any nature, can be made with respect to any failure to use;
- (f) that the Material does not contain any elements that are, directly and/or indirectly, related to and/or for the purpose of advertising (including but not limited to the visualisation/mentioning of trademarks and/or products and/or the mention of third party companies who contributed, in any way, to creating the Material), since RAI and its successors or assigns of any nature, also have the most extensive rights to exploit the advertising, as specified under letter (d) above, on an exclusive and gratuitous basis;
 - (g) that the Material was created in compliance with all primary and/or secondary laws, and/or contained in Self-regulation Codes and/or in decisions/orders by the Authorities in the sector. These can include but are not limited to: regulations protecting copyright and related rights, trademark and/or patent protection regulations, employment law, regulations regarding the correct and valid exercise of freedom of speech and/or information and/or criticism/satire, privacy protection laws, “electoral period” regulations, regulations protecting image and/or honour/dignity/reputation rights, TV codes and Minor codes, Codes of Ethics and Organisation, Management and Control Models adopted by the RAI group in accordance with Legislative Decree no. 231/2001 as amended, the Three-year plan for the prevention of bribery and relative protocols adopted by RAI, etc. (hereinafter referred to as the “**Regulations**”);
 - (h) that it hereby expressly undertakes to indemnify RAI and its successors or assigns, of any nature, and release it from liability - on a substantive or legal basis - for any financial claims, administrative sanctions or damages in general that could result from acquisition of the Rights provided for herein, and/or exercising and/or infringing them, inaccuracies and/or omissions in the declarations or guarantees issued herein, without being able to raise objections and without time and/or amount limits, unless mandatory as provided for under prevailing law;
 - (i) that it accepts all responsibility, also with respect to all the declarations issued by those who, in any way, took part in creating the Material, expressly releasing RAI and its successors or assigns, of any nature, from all types of related liability, with special reference, for example, to any legal and/or court-related charges;
 - (j) the original nature of the Material and/or the full and exclusive ownership of the Rights transferred and their peaceful enjoyment by RAI and its successors or assigns, of any nature, declaring, to that end, that it has not previously and will not, even in future, do anything that conflicts and/or harms this transfer, and that the material delivered was freely transferable since there are no restrictions and/or real and/or personal claims over them;
 - (k) that this authorisation is issued on a gratuitous basis, and therefore no remuneration and/or compensation, of any nature, will be asked for from RAI, and on its behalf, its successors or assigns of any nature, for the use of the aforementioned Material, and in general, in relation to the provisions of this authorisation;
 - (l) that it acknowledges that RAI and its successors or assigns, will not and were not subject to any obligations regarding the actual use, in whole or in part, of the Material, and therefore it cannot make any claims, either for compensation or payment, from RAI and its successors or assigns, for any reason, if it is not used, giving a broad guarantee and releasing RAI and/or its successors or assigns, from any liability, of any nature, even in relation to any third party claims to this end, including herein the parties (either natural persons and/or legal persons, entities and/or associations) who have taken part in creating the Material;

Annex A: description of the Material subject to the authorisation

Annex 1: RAI's rights over the Material and Definitions

Annex 2: Privacy policy to article 13 of Legislative Decree no. 196 of 30 June 2003

Best regards,

Yours faithfully,

SIGNED

N.B. ATTACH A SIGNED COPY OF AN ID OF THE SIGNING PARTY (OR SIGNING PARTIES) TO THE AUTHORISATION.