

Authors and performers revenue very often depend on the contracts they sign. In situations when they give license or transfer their rights, they are often considered as a weaker side of contractual relationship and the reason for that *information asymmetry* and systemic *imbalance of bargaining power* between authors and their contractual counterparts. Given their weaker position, authors often lack the financial means, economic power, and legal expertise to secure a fair deal. Their inability to exploit their works independently places many creators in a state of economic dependency on their contractual partners. Consequently, authors tend to resort to contractual 'buy-outs', which result in a disconnection from the exploitation chain and a failure to obtain any further remuneration dependent on future revenues.

The proposed research aims to investigate the so-called "Bestseller Clause" - a legal mechanism that allows authors and performers to claim additional remuneration if there is a significant discrepancy between the earnings initially agreed upon and the actual benefits derived from the exploitation of the work. The essence of this provision lies in its capacity to protect authors from potentially unfavorable market consequences of their contracts.

This research project seeks to delve into the intricacies of the Bestseller Clause, examining its effectiveness and identifying potential areas for improvement. The scope of the research is international, comparing the implementation of the Bestseller Clause in Poland with that of Germany and France. This comparative analysis aims to identify the strengths and weaknesses of each country's approach, providing a global perspective on the issue. The German and French legal systems were chosen due to their long-standing mechanisms analogous to the Polish Bestseller Clause, offering a robust framework for comparison.

The research also incorporates insights from the field of behavioral economics, investigating how cognitive biases may influence the decision-making process of authors and performers. These biases may lead authors to favor immediate, certain rewards over potentially higher, but uncertain, future returns. By understanding these biases, the research aims to shape a more effective Bestseller Clause and create a legal framework that more effectively addresses contractual disparities.

The implications of this research are significant. For authors and performers, the findings could directly influence their contractual negotiations and potential earnings. The research could shed light on why the Bestseller Clause is more popular in some jurisdictions and how its successful integration into the legal order has been achieved. This could include an understanding of the practical mechanisms that facilitate its popularity, the societal and economic factors contributing to its acceptance, and the legislative nuances that have enhanced its effectiveness. For policy makers and legal practitioners, the research could inform future policy and legislative reforms, leading to a more equitable copyright law system. By examining the effectiveness of the Bestseller Clause and identifying potential areas for improvement, this study will contribute to a more equitable understanding of copyright law.