

**PART D:
INTERNATIONAL COLLECTION MANDATE**

Summary: *Previously called the Members' Overseas Mandate. Appoints PPL as your exclusive agent to collect on your behalf from overseas music licensing companies (but see below for full legal terms).*

1. Definitions

"Calendar Year" means the period from 1 January to 31 December inclusive in the same year.

"Commencement Date" means 1 January in the Calendar Year in which the Appointment is signed by the Member and approved by PPL.

"Foreign Rights Management" means: (a) the collection, negotiation, settlement, and compromise of the Member's claims for payment from foreign collecting societies in the Territories in respect of the exploitation of the Rights in the Territories; and (b) the authorisation of the exploitation of the Rights in the Territories.

"Interactive Service" means a service that enables a member of the public to receive a transmission of a program specially created for the recipient, or on request, a transmission of a particular Sound Recording, whether or not as part of a programme, which is selected by or on behalf of the recipient. The ability of individuals to request that particular Sound Recordings be performed for reception by the public at large, or in the case of a subscription service, by all subscribers of the service, does not make a service interactive, if the programming on each channel of the service does not substantially consist of Sound Recordings that are performed within 1 hour of the request or at a time designated by either the transmitting entity or the individual making such request. If an entity offers both interactive and non-interactive services (either concurrently or at different times), the noninteractive component shall not be treated as part of an interactive service.

"Member's Repertoire" means all Sound Recordings the ownership or control of which are vested in the Member from time to time during the Term.

"Non-Interactive Webcasting" means the transmission of Sound Recordings via the Internet on a non-interactive basis insofar as the transmitter does not intend or assist downloading or other non-transient reproduction by the enduser, excluding Simulcasting (and the term "Non-Interactive Webcast" shall be interpreted accordingly).

"Rights" means the rights to: (a) perform Sound Recordings in public; and (b) include Sound Recordings in Standard Broadcasts, Simulcasts, and/or Non-Interactive Webcasts; and (c) copy Sound Recordings (but solely for the purpose of facilitating the public performance, Standard Broadcast, Simulcast or Non-Interactive Webcast of such Sound Recordings pursuant to (a) or (b) above which, for the avoidance of doubt, shall in each case: (i) include the right to equitable remuneration and/or the right to equitable participation in respect of such exploitation and/or the right to any remuneration payable as a result of any tape or equipment or similar levy that the Member is entitled to as a result of its ownership or control of Sound Recordings; but (ii) exclude any use of Sound Recordings on mobile telephones or in any Interactive Service or other making available service.

"Term" means the period from the Commencement Date to the date of the termination of the Appointment.

"Territories" means all the countries in the world (other than the United Kingdom) subject to Clause 6 below.

2. Appointment

- 2.1 The Member hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of the Member's Repertoire for the Territories for the Term subject to the provisions of Clause 2.9.
- 2.2 The Member hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of the Member's Repertoire for the Territories during the Term in respect of all periods prior to the Term unless PPL is otherwise notified by the Member in writing at the time the Member signs this Agreement.
- 2.3 In respect of Rights which may exist in respect of any Sound Recording that the Member owned or controlled prior to the date of this Appointment but upon entering this Appointment the Member no longer owns or controls, the Member hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of those Sound Recordings for the Territories for the Term in respect of such past periods unless PPL is otherwise notified by the Member in writing at the time the Member signs this Appointment.
- 2.4 PPL will collect and distribute to the Member any monies it obtains from foreign collecting societies pursuant to its appointment under this Agreement, arrangements with those foreign collecting societies and in accordance with PPL's Articles of Association and Memorandum of Association.
- 2.5 Where appropriate, the Member for and on behalf of the copyright owner hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of the Member's Repertoire for the Territories for the Term subject to the provisions of Clause 2.9 (and Clause 6).
- 2.6 The Member hereby gives and grants to PPL, by way of security as the attorney of the Member, full and exclusive power and authority to do and perform each and every act and thing whatsoever necessary or appropriate as PPL deems necessary and/or reasonable to give effect to the foregoing and the purposes and intent of this Agreement. The Member hereby ratifies all that PPL lawfully shall do or cause to be done by virtue of the appointment of PPL as Exclusive Agent under this Appointment.
- 2.7 The Member hereby agrees with PPL that the Member will forthwith at the expense and cost of PPL do all such further acts, deeds and things and execute all such further documents and instruments as may from time to time be necessary to give full effect to this Appointment.
- 2.8 Nothing in this Appointment shall create an obligation on PPL to authorise the use of the Rights or to collect any monies owing to the Member arising from PPL's appointment in respect of Foreign Rights Management if PPL in its sole discretion shall view such authorisation or collection to be uneconomical or impractical.
- 2.9 Subject to Clause 5.2, PPL's appointment as Exclusive Agent herein will be in respect of the entire Member's Repertoire unless the Member provides written notice to PPL specifying that any Sound Recordings in the Member's Repertoire are to be excluded for any particular Calendar Year during the Term and for any particular country or countries in the Territories. Such notice for a Calendar Year will be effective provided it is given in accordance with Clause 5.1 (i) or Clause 5.1 (ii).

3. Warranties

- 3.1 The Member warrants that it is not a member of any collecting society administering the Rights in any country that is included in the Territories.

3.2 PPL hereby warrants that it shall use its reasonable endeavours in performing its duties as Exclusive Agent pursuant to this Appointment.

4. Obligations of Member

4.1 The Member hereby agrees:

- (i) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full details of all Sound Recordings within the Member's Repertoire and in respect of which PPL has been appointed as Exclusive Agent under this Appointment;
- (ii) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full details of all Sound Recordings that the Member owned or controlled prior to the date of this Appointment but upon entering this Appointment the Member no longer owns or controls and in respect of which PPL has been appointed Exclusive Agent under this Appointment;

- (iii) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full and accurate details of all new Sound Recordings issued by the Member and their titles, labels, catalogue and ISRC numbers together with full and accurate details of the names and addresses of all recording artists named on the recordings in the Members' Repertoire and in respect of which PPL has been appointed as Exclusive Agent under this Appointment;

- (iv) to promptly provide PPL in writing full details of any changes that may affect PPL's appointment as Exclusive Agent under this Appointment. For the avoidance of doubt this shall include but shall not be limited to any changes in ownership or control of any Sound Recording within the Member's Repertoire and if the Member joins a foreign collecting society in any country that is included in the Territories;

- (v) that the receipt by it of any remuneration under this Appointment shall be in full and final satisfaction of any remuneration that the Member is entitled to in respect of the exploitation to which such remuneration relates.

4.2 In the event that the Member receives any remuneration which PPL later discovers that the Member is not entitled to then the Member agrees to return such remuneration to PPL within 28 days of being notified to that effect by PPL. Further the Member hereby agrees and confirms that it will notify PPL when it wrongly receives any remuneration from PPL within 28 days of becoming aware of such error and will return such remuneration to PPL at the time of giving such notice. The Member acknowledges that the provisions of this Clause shall survive any termination of this Appointment.

5. Termination

5.1 This Appointment may be terminated if:

- (i) during the first Calendar Year ("Year 1") of the Term, either PPL or the Member give at least 6 months advance written notice to the other to terminate this Appointment on 31 December in Year 1, such notice to be effective provided it is given by 30 June in Year 1; or

- (ii) in any Calendar Year following the end of Year 1 either PPL or the Member give at least 3 months advance written notice to the other to terminate this Appointment on 31 December in that same Calendar Year, such notice to be effective provided it is given by 30 September in that same Calendar Year; or

- (iii) the Member ceases to be a member of PPL.

5.2 Notwithstanding the provisions of Clause 2.9, Clause 5.1 and Clause 6, the Member shall be entitled at any time during the Term to give PPL one month's notice to:

- (i) terminate this Appointment if it ceases to own or control the Member's Repertoire for the Territories; or
- (ii) terminate PPL's appointment as Exclusive Agent in respect of any country in the Territories if it ceases to own or control the Member's Repertoire for that country or if it joins directly any collecting society in that country which administers the Rights in that country; or
- (iii) terminate PPL's appointment as Exclusive Agent in respect of any Sound Recording in the Member's Repertoire for any country in the Territories if it ceases to own or control that Sound Recording in that country.

5.3 If a Member provides notice pursuant to the provisions of Clause 5.2 then it does so at its own risk in relation to the impact that this may have on its entitlement to any distributions of money from any collecting society in the Territories. PPL will use its reasonable commercial endeavours to secure the Member's entitlement to any distributions; however, PPL has no control over the systems used by the foreign collecting societies to distribute money to the appropriate record company.

5.4 Should PPL or any foreign collecting society in any country in the Territories fail to utilise or administer any of the Rights then the Member may request PPL at any time during the Term to forthwith return such unutilised part of the Rights to it.

5.5 Either party shall have the right to terminate this Appointment if the other is in material breach of any material provision hereof and (if capable of remedy) fails to remedy the breach within 30 days after having been required in writing to do so by the party not in breach. For the avoidance of doubt, if the breach consists of failing to perform an obligation by a particular date, it shall be capable of remedy if the obligation is performed subsequently in the 30-day notice period.

6. Territories

6.1 Where the Member has previously signed PPL's Members' Overseas Mandate and the same is in force as at the date on which the Member signs this Agreement, the Territories selected by the Member under this Appointment shall be deemed to be those covered (as at the date of this Agreement) under such Members' Overseas Mandate as previously signed by the Member.

6.2 Where the Member does not have a PPL's Members' Overseas Mandate in force as at the date on which the Member signs this Agreement, but has given the International Collection Mandate to PPL by selecting it on the Rights Appointment Agreement form, the Territories initially covered by this Appointment shall be those specified by the Member on that form.

**PART G:
GENERAL TERMS**

The definitions and terms set out in this Schedule G (General Terms) apply to all Appointments unless expressly stated otherwise in the relevant Appointment.

1. Definitions and Interpretation

1.1 In these General Terms and each of the Appointments the following words or phrases have the following meanings:-

"1988 Act" means the Copyright, Designs and Patents Act 1988 or any relevant statutory modifications or re-enactment thereof for the time being in force.

"Agreement" means this PPL Rights Appointment Agreement, comprising these terms and conditions and the Rights Appointment Agreement form.

"Articles of Association" means PPL's Articles of Association in force from time to time.

"Commencement Date" means the date of countersignature of this Agreement by PPL.

"Exclusive Agent" means an agent authorised to the exclusion of all other persons including the copyright owner and, if any, its exclusive licensee to exercise a right which would otherwise be exercisable exclusively by the copyright owner and/or its exclusive licensee.

"Non-Exclusive Agent" means an agent authorised on a nonexclusive basis to exercise a right which would otherwise be exercisable exclusively by the copyright owner and/or its licensees.

"Primary Rights" means such rights as are granted to PPL in respect of Sound Recordings pursuant to the UK PPB Assignment (see Schedule A in this Agreement).

"Simulcast" means a simultaneous unaltered transmission via the Internet of Sound Recordings included in original free-to-air broadcasts of radio and/or TV signals in compliance with the respective regulations on provision of broadcasting services (and the term **"Simulcasting"** shall be interpreted accordingly).

"Sound Recording" shall bear the meaning ascribed to it in the 1988 Act and reference to a Sound Recording shall include references to any part of that Sound Recording.

"Standard Broadcast" means a broadcast as defined under the 1988 Act (but excluding all Internet transmissions).

"Term" mean, in case of this Agreement and each Appointment, the period from its relevant Commencement Date to, in the case of an Appointment, the date of its termination in accordance with its terms or operation of law and, in the case of this Agreement, to the date of termination of the last Appointment.

"Transient Copy" means a temporary copy of a Sound Recording which is transient or incidental, which is an integral and essential part of a technological process and the sole purpose of which is to enable: (i) a transmission of a Sound Recording in a network between third parties by an intermediary; or (ii) a lawful use of the Sound Recording, and which has no independent economic significance.

"United Kingdom" means the United Kingdom of England, Wales, Scotland and Northern Ireland including its territorial waters, structures and vessels on its sector of the continental shelf and British ships, aircraft and hovercraft as provided by Sections 161 and 162 of the 1988 Act.

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

1.3 Where expressions used are expressions used in the 1988 Act, they shall have the same meaning as in the 1988 Act unless the context otherwise requires.

1.4 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.

1.5 References to the word "including" do not imply any limitation. **2.**

Effect of previous assignments and agencies

2.1 This clause 2 does not apply to rights granted under a separate or previous Appointment which is still in force.

2.2 Where an Appointment purports to grant any rights in Sound Recordings which have already been granted to PPL under a previous assignment or other agreement entered into by the Member, those rights shall remain vested in PPL and their continued exploitation, exercise and administration shall, with effect from the Commencement Date of such Appointment, be upon the terms set out in such Appointment (save that, in respect of such previously-granted rights, any opt-out process under such Appointment shall be disappplied).

2.3 Save as set out in clause 2.2, any prior assignment or licence of rights to PPL by the Member, or appointment of PPL as agent of the Member shall cease to have effect and any such rights as are not purported to be granted under an Appointment are hereby reassigned to the Member to hold absolutely.

3. Further Assurance

3.1 The Member hereby agrees with PPL that the Member will at the expense and cost of PPL do all such further acts, deeds and things and execute all such further documents and instruments as may from time to time be necessary to give effect to this Agreement and/or any Appointment.

3.2 The Member for itself and its successors and assignees HEREBY MAKES, CONSTITUTES AND APPOINTS PPL its true and lawful attorney to execute and deliver such documents and instruments in the name and on behalf of the Member as may from time to time be necessary to give effect to the relevant Appointments and the Appointments shall be deemed to be a power coupled with an interest and shall be irrevocable.

4. Warranty and Undertaking

4.1 The Member hereby warrants and undertakes to PPL that the Member:

(i) has the right, power, and authority to enter into this Agreement and all relevant Appointments and to grant all the rights specified in the relevant Appointments with full title guarantee;

(ii) has obtained all necessary consents (if any) so as to permit PPL freely to exercise the rights granted in the relevant Appointments in respect of the Member's Sound Recordings (including, in the case of the International New Media Rights Appointment and the UK New Media Rights Appointment, where relevant, any "making available rights" of a performer in such Sound Recordings whether pursuant to the 1988 Act or otherwise equivalent legislation in the Relevant International Territories);

(iii) the information provided by the Member in and pursuant to this Agreement (including the relevant Appointments) is accurate; and

(iv) where the Member appoints PPL to collect monies in relation to any rights under an Appointment (unless otherwise notified by the Member to PPL in writing), the Member has the right to allow PPL to collect such monies retrospectively:

(a) from 1 January 2008 in the case of the International New Media Rights Appointment (see Schedule E in this Agreement) and the International Programme Distribution Rights Appointment (see Schedule F in this Agreement); and

(b) in all other cases, from 1 January in the year in which the relevant Appointment takes effect.

4.2 The Member shall indemnify on demand and hold harmless PPL from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by PPL in consequence of any breach by the Member of clause 4.1.

5. PPL's Rights

5.1 The Parties hereby agree that the rights granted in the relevant Appointments to PPL may be exercised by PPL as it so determines in its absolute discretion subject only to the Articles of Association and the terms of such Appointment.

5.2 PPL shall not be liable, in any way for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of the relevant Appointment(s), suffered or incurred by the Member arising out of or in connection with the relevant Appointment(s).

6. Commencement and Duration

6.1 Subject always to clause 4.1(iv), this Agreement and each Appointment selected by the Member shall take effect on the Commencement Date and shall continue in force throughout their respective Terms.

6.2 For the avoidance of doubt and without limitation, where termination occurs, PPL shall at all times retain the right to collect monies (including royalties and fees) relating to the exploitation of the rights granted or assigned under the relevant Appointment(s) to the extent that such exploitation occurs prior to the re-assignment of such rights or, as the case may be, the expiry or termination of the exclusive or non-exclusive agencies granted to PPL under such Appointment(s).

7. Clause headings, guidance notes and precedence

7.1 The clause headings in these General Terms and each Appointment, and any guidance notes issued to the Member in relation to the same, are for information only and do not form part of these General Terms or any Appointment.

7.2 In the event of any inconsistency between the terms of these General Terms or an Appointment and the content of such guidance notes, the terms of these General Terms and/or Appointments shall prevail. In the event of an inconsistency between the terms of these General Terms and the terms of an Appointment, the terms of the Appointment shall prevail.

8. Jurisdiction

8.1 All rights and obligations hereunder shall be construed and interpreted in accordance with the law of England and Wales, the Courts of which shall have the exclusive jurisdiction in all matters concerning the same.

NB: Clause 2 and Clause 4.1 (iv) (a) of the General Terms do not apply to rights holders who have not previously been members of PPL