

PART C:

UK PROGRAMME DISTRIBUTION RIGHTS APPOINTMENT

Summary: Appoints PPL as your non-exclusive agent to license the UK distribution (on DVD/CD) of your sound recordings but only as part of TV/spoken-word radio programmes (but see below for full legal terms).

1. Definitions

"Issuing Right" means the exclusive right under the 1988 Act or otherwise to do, or to authorise another to do, the following acts or any of them in or on the United Kingdom, the Channel Islands, the Isle of Man and all additional territories to which the 1988 Act shall extend, namely to issue to the public copies of any Sound Recording comprised in a television programme or spoken-word radio programme and to copy such Sound Recording as comprised in such programme solely for such purpose, but in each case excluding the Primary Rights.

"Rental and Lending Right" means the exclusive right under the 1988 Act or otherwise to do, or to authorise another to do, the following acts or any of them in or on the United Kingdom, the Channel Islands, the Isle of Man and all additional territories to which the 1988 Act shall extend, namely to rent or lend copies of any Sound Recording comprised in a television programme or spoken-word radio programme and to copy such Sound Recording as comprised in such programme solely for such purpose, but in each case excluding the Primary Rights.

2. Appointment as Non-Exclusive Agent

2.1 The Member, for and on behalf of (i) itself; and (ii) the relevant copyright owner (if and to the extent that at any time during the subsistence of this Appointment, the Member does not own but is the exclusive licensee of the Issuing Right and/or the Rental and Lending Right in any Sound Recording),

HEREBY APPOINTS PPL TO ACT as Non-Exclusive Agent for the exercise, subject to Clause 2.3 of the Issuing Right and the Rental and Lending Right for the full term of their respective protection (including all extensions and renewals thereof) in any Sound Recording now in existence or subsequently created in respect of which the Member or any relevant copyright owner pursuant to (ii) above (as the case may be) owns (or shall during the Member's membership of PPL own) any Issuing Right or the Rental and Lending Right (the **"Member's Sound Recordings"**).

2.2 In respect of the Issuing Right and Rental and Lending Right in relation to which PPL is appointed Non-Exclusive Agent pursuant to Clause 2.1 above, the Member for itself and its successors and assignees HEREBY MAKES, CONSTITUTES AND APPOINTS PPL true and lawful attorney for and in the Member's name, place and/or stead, for the period until the expiry and/or termination of the appointment as Non-Exclusive Agent:

- (i) to bring, prosecute, defend and appear in lawsuits, actions and proceedings of any kind or nature, whether commenced before or after the date of this Appointment before any court or tribunal in the United Kingdom or elsewhere, under or concerning or relating to or arising out of the Issuing Right and the Rental and Lending Right and/or any elements thereof whether or not arising under copyright (including their infringement), in PPL's own name or in the name of, or as a co-party with the Member;
- (ii) to adjust, settle, compromise, obtain damages or other relief of whatever nature, contest, appeal or satisfy judgments in connection with the above and to distribute all and any sums so recovered;
- (iii) to collect any and all sums arising and accruing from the exploitation of the Issuing Right and the Rental and Lending Right in the period from 1 January in the year in which this Agreement is delivered up to and including the day prior to the Commencement Date,

and the Member gives and grants to PPL, as the Attorney of the Member, full power and authority to do and perform each

and every act and thing whatsoever necessary or appropriate to be done as fully as if done by the Member itself.

2.3 Where PPL wishes to exercise (and where PPL's Board resolves to exercise) the Issuing Right and/or the Rental and Lending Right in respect of any particular class or category of service via which Sound Recordings may be communicated to the public (each, a **"New Service Category"**), PPL shall notify the Member of the New Service Category and shall provide the Member with reasonable supporting information about such New Service Category (and, for the avoidance of doubt and without limitation, PPL may provide any such notification and/or supporting information via email). Following any such notification by PPL, the Member shall have the right to elect that PPL may not exercise the Issuing Right and/or the Rental and Lending Right in respect of the Member's Sound Recordings in respect of such New Service Category, any such election to be made by the Member by notice to PPL within thirty (30) days after PPL's notification in respect of such New Service Category. If PPL fails to receive notice of any such election from the Member within such thirty (30) day period then PPL shall be free to exercise the Issuing Right and/or the Rental and Lending Right in respect of the Member's Sound Recordings in respect of the relevant New Service Category.

2.4 Where:

- (i) PPL's Board resolves to exercise the Issuing Right and/or the Rental and Lending Right in respect of a New Service Category, and
- (ii) the Member does not elect, in accordance with Clause 2.3, that PPL may not exercise the Issuing Right and/or the Rental and Lending Right in respect of the Member's Sound Recordings in respect of such New Service Category, but
- (iii) the Member subsequently wishes PPL to cease to exercise the Issuing Right and/or the Rental and Lending Right in respect of the Member's Sound Recordings in respect of such New Service Category,

then, provided that the Member gives three months' written notice of its wishes to PPL, PPL shall so cease (such cessation to take effect on the expiry of such notice).

For the avoidance of doubt, withdrawal of the Member from a particular New Service Category under this Clause 2.4 shall not affect the exercise of the Issuing Right and/or the Rental and Lending Right by PPL in respect of:

- (a) that particular New Service Category in respect of any other PPL member; or
- (b) the Member, in respect of any other New Service Category.

2.5 At any time during this Appointment the Member may give six months' written notice to terminate this Appointment. For the avoidance of doubt, on expiry of such notice, PPL's appointment as the Member's Non-Exclusive Agent hereunder shall cease.

**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 non-exclusive 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 disapplied).

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