

**ASSIGNMENT OF RIGHTS
AND AGENCY APPOINTMENT**

THIS ASSIGNMENT is made the _____ day of _____ 200_____

BETWEEN:

(1) _____

(the "**Member**")

whose address (which in the case of a company or limited liability partnership must be its registered office) is:

AND

(2) **VIDEO PERFORMANCE LIMITED ("VPL")**

whose registered office is situated at 1 Upper James Street, London W1F 9DE

IT IS AGREED:

1. Definitions and Interpretation

1.1 In this Assignment 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.

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

"**Broadcasting Dubbing Right**" means the exclusive right under the 1988 Act or otherwise to copy or to authorise the copying of any Music Video in or on the United Kingdom, the Channel Islands, the Isle of Man and all additional territories to which the 1988 Act shall extend but in each case only for the purpose of (i) exercising (or authorising the exercise of) the Broadcasting Right or (ii) facilitating the exercise outside the United Kingdom of the equivalent of the Broadcasting Right.

"**Broadcasting Right**" means the exclusive right under the 1988 Act or otherwise 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:

- a) to include any Music Video in a Standard Broadcast;
- b) to include any Music Video in a Simulcast; and
- c) to authorise another to do the acts in (a) above.

“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.

“Film” means a recording on any medium from which a moving image may by any means be produced.

“Music Video” means a Film or extract from a Film made used or supplied at any time for the purposes of accompanying or being in any way associated with a discrete work of music, whether with or without any speech or singing.

“Public Performance Right” means the exclusive right under the 1988 Act or otherwise 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:

- (a) to play any Music Video in public, to perform any Music Video in public and to cause any Music Video to be heard in public,
- (b) to authorise another to do any of the acts in (a) above.

“Public Performance Dubbing Right” means the exclusive right under the 1988 Act or otherwise to copy or to authorise the copying of any Music Video in or on the United Kingdom, the Channel Islands, the Isle of Man and all additional territories to which the 1988 Act shall extend but in each case only for the purpose of exercising or authorising the exercise of the Public Performance Right.

“Simulcast” means a simultaneous unaltered transmission via the Internet of Music Videos included in original free-to-air broadcasts of TV signals in compliance with the respective regulations on provision of broadcasting services.

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

“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 in this Assignment are expressions used in the 1988 Act, they shall have the same meaning in this Assignment 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 In this Assignment references to the word “including” do not imply any limitation.

2. Assignment of Rights

- 2.1 The Member HEREBY ASSIGNS to VPL with full title guarantee for the full term of their respective protection (including all extensions and renewals thereof):

- (i) the Public Performance Right and the Public Performance Dubbing Right which now exist (or which may come into existence in the future) in any Music Video now in existence or subsequently created in respect of which the Member now owns (or shall during its membership of VPL own) any Public Performance Right or Public Performance Dubbing Right; AND
- (ii) all accrued causes of action wherever and whenever accrued in respect of any infringements of the Public Performance Right or the Public Performance Dubbing Right in any such Music Video insofar as the same are now or subsequently vested in the Member and the right to bring proceedings in respect of such infringements in the name of VPL alone.

3. Appointment as Exclusive Agent (Public Performance)

- 3.1 If at any time during the subsistence of this Assignment, the Member does not own but is the exclusive licensee of the Public Performance Right and/or the Public Performance Dubbing Right in any Music Video, the Member for and on behalf of itself and the copyright owner HEREBY APPOINTS VPL TO ACT as Exclusive Agent for the exercise of such Public Performance Right and/or Public Performance Dubbing Right in such a Music Video for the full term of their respective protection (including all extensions and renewals thereof), save that such appointment shall cease in respect of each such Music Video upon a legal assignment to VPL of the Public Performance Right and the Public Performance Dubbing Right in such Music Video taking effect.
- 3.2 If at any time during the subsistence of this Assignment, the Member is the owner of the Public Performance Right and/or the Public Performance Dubbing Right in any of its Music Videos but the assignment of those rights to VPL under Clause 2.1 is ineffective for any reason, the Member HEREBY APPOINTS VPL TO ACT as Exclusive Agent for the exercise of such Public Performance Right and/or Public Performance Dubbing Right in such a Music Video for the full term of their respective protection (including all extensions and renewals thereof) save that such appointment shall cease in respect of each such Music Video upon a legal assignment to VPL of the Public Performance Right and the Public Performance Dubbing Right in such Music Video taking effect.
- 3.3 In respect of the Public Performance Right and Public Performance Dubbing Right in relation to which VPL is appointed Exclusive Agent pursuant to Clause 3.1 or 3.2 above, the Member for itself and its successors and assignees HEREBY MAKES, CONSTITUTES AND APPOINTS VPL 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 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 Assignment before any court or tribunal in the United Kingdom or elsewhere, under or concerning or relating to or arising out of the Public Performance Right and Public Performance Dubbing Right and/or any elements thereof whether or not arising under copyright(including their infringement), in VPL'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

and the Member gives and grants to VPL, 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 to be done as fully as if done by the Member.

4. Appointment as Non-Exclusive Agent (Broadcasting)

- 4.1 The Member for and on behalf of itself and the copyright owner (if the Member is not the copyright owner) HEREBY APPOINTS VPL TO ACT as non-exclusive agent for the exercise of the Broadcasting Right and/or the Broadcasting Dubbing Right (for the full term of their respective protection, including all extensions and renewals thereof) in any Music Video now in existence or subsequently created in respect of which the Member now owns (or shall during its membership of VPL own) such rights or where the Member is the exclusive licensee of such rights.
- 4.2 In respect of the Broadcasting Right and the Broadcasting Dubbing Right in relation to which VPL is appointed non-exclusive agent pursuant to Clause 4.1 above, the Member for itself and its successors and assignees HEREBY MAKES, CONSTITUTES AND APPOINTS VPL 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 Assignment before any court or tribunal in the United Kingdom or elsewhere, under or concerning or relating to or arising out of the Broadcasting Right and Broadcasting Dubbing Right and/or any elements thereof whether or not arising under copyright (including their infringement), in VPL'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

and the Member gives and grants to VPL, 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 to be done as fully as if done by the Member.

5. Effect of previous assignments and agencies

- 5.1 Where this agreement purports to grant any rights in Music Videos which have already been granted to VPL under any previous assignments or other agreements entered into by the Member, those rights shall remain vested in VPL and their continued exploitation, exercise and administration shall, with effect from the commencement of this Assignment, be upon the terms set out in this Assignment.
- 5.2 Save as set out in Clause 5.1, any prior assignment or licence of rights to VPL by the Member, or appointment of VPL as agent of the Member (other than pursuant to VPL's "Agency Appointment – New Media Rights") shall cease to have effect and any such rights as are not purported to be granted under this Assignment are hereby reassigned to the Member to hold absolutely.

6. Further Assurance

- 6.1 The Member hereby agrees with VPL that the Member will at the expense and cost of VPL 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 Assignment.

6.2 The Member for itself and its successors and assignees HEREBY MAKES, CONSTITUTES AND APPOINTS VPL 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 this Assignment and this appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.

7. Warranty and Undertaking

7.1 The Member hereby warrants and undertakes to VPL that the Member (i) has the right, power, and authority to enter into this Assignment and to grant all the rights specified in this Assignment with full title guarantee and (ii) has obtained all necessary consents (if any) so as to permit VPL freely to exercise the Broadcasting Right, the Broadcasting Dubbing Right, the Public Performance Right and the Public Performance Dubbing Right in respect of the Member's Music Videos.

7.2 The Member shall indemnify on demand and hold harmless VPL 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 VPL in consequence of any breach by the Member of Clause 7.1 of this Agreement.

8. VPL's Rights

8.1 The parties hereby agree that the rights herein granted to VPL may be exercised by VPL as it so determines in its absolute discretion subject only to the Articles of Association.

8.2 VPL 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 this Assignment, suffered or incurred by the Member arising out of or in connection with this Assignment.

9. Commencement and Duration

9.1 This Assignment shall take effect on the date on which it is counter-signed on behalf of VPL.

9.2 When a Member has ceased to be a Member in accordance with the Articles of Association, VPL shall within 28 days of the relevant event defined in the Articles of Association execute a reassignment of the rights granted herein in the standard form of such reassignment for the time being in force and save as otherwise provided in this Assignment, cease to act as the Member's Exclusive Agent and/or Attorney hereunder.

9.3 For the avoidance of doubt, VPL shall retain the Public Performance Right and the Public Performance Dubbing Right assigned to VPL under this Assignment unless and until they are re-assigned by VPL to the Member (or to an appropriate representative). Similarly, save as otherwise provided in this Assignment, any appointment of VPL as (i) the Member's Exclusive Agent in respect of the Public Performance Right and Public Performance Dubbing Right and (ii) as the Member's non-exclusive agent in respect of the Broadcasting Right and Broadcasting Dubbing Right, shall continue until such time as they are expressly terminated by VPL or by operation of law.

9.4 For the avoidance of doubt and without limitation, VPL shall at all times retain the right to collect monies (including royalties and fees) relating to the exploitation of (i) the Public Performance Right and Public Performance Dubbing Right to the extent that such exploitation occurs prior to the re-assignment of the Public Performance Right and the Public Performance Dubbing Right or, as the case may be, the expiry of the exclusive agencies granted to VPL whether pursuant to this Assignment or otherwise; and (ii) the Broadcasting Right and the Broadcasting Dubbing Right to the extent that such exploitation occurs prior to the expiry of the exclusive agencies granted to VPL in respect of such rights whether pursuant to this Assignment or otherwise.

10. Clause headings and guidance notes

10.1 The clause headings in this Assignment, and any guidance notes issued to the Member in relation to this Assignment, are for information only and do not form part of this Assignment.

10.2 In the event of any inconsistency between the terms of this Assignment and the content of such guidance notes, the terms of this Assignment shall prevail.

11. Jurisdiction

11.1 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.

EXECUTION:

The Member has executed this document as a deed the day and year first before written, by completing the appropriate box below. VPL has signed this document on the date shown below in accordance with Clause 9.1.

EXECUTION CLAUSE DELETED FOR WEBSITE FAQ VERSION