

GENERAL TERMS

The definitions and terms set out in these General Terms apply to all of the following Appointments (in addition to the specific terms forming part of those Appointments) covered by the PPL Membership and Rights Appointment Agreement, unless expressly stated otherwise in the relevant Appointment:

- UK PPB Assignment
- UK New Media Rights Appointment
- UK Programme Distribution Rights Appointment
- International New Media Rights Appointment
- International Programme Distribution Rights 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 the PPL Membership and Rights Appointment Agreement, including these General Terms.

“Articles of Association” means PPL’s Articles of Association in force from time to time.

"Commencement Date" means the date on which this Agreement signed by the Member is approved 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 UK PPB Assignment 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 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.