

UK PPB ASSIGNMENT

Summary: *Previously called the UK Assignment of Rights & Agency Appointment. Transfers your UK public performance and broadcast rights to PPL exclusively (but see below and the General Terms for full legal terms).*

1. Definitions

“Dubbing Right” means the exclusive right under the 1988 Act or otherwise to copy or to authorise the copying of any Sound Recording 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 Performing Right or (ii) facilitating the exercise outside the United Kingdom of the equivalent of the Performing Right.

“Performing 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 Sound Recording in public, to perform any Sound Recording in public and to cause any Sound Recording to be heard in public;
- (b) to include any Sound Recording in a Standard Broadcast;
- (c) to include any Sound Recording in a Simulcast; and
- (d) to authorise another to do any of the acts in (a), (b) and (c) above

but in all cases excluding any use of Sound Recordings by means of their incorporation into the soundtrack of a feature film originally produced for theatrical release and subsequent use of such Sound Recordings as so incorporated.

2. Assignment of Rights

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

- (i) the Performing Right and the Dubbing Right which now exist (or which may come into existence in the future) in any Sound Recording now in existence or subsequently created in respect of which the Member now owns (or shall during its membership of PPL own) any Performing Right or Dubbing Right; AND
- (ii) all accrued causes of action wherever and whenever accrued in respect of any infringements of the Performing Right or the Dubbing Right in any such Sound Recording 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 PPL alone.

2.2 The Member for itself and its successors and assignees appoints PPL as Exclusive Agent to collect any and all sums arising and accruing from the exploitation of the Performing Right and Dubbing Right in any such Sound Recording in the period starting from 1 January in the year in which this Agreement is delivered up to and including the day prior to the Commencement Date.

3. Appointment as Exclusive Agent

3.1 If at any time during the subsistence of this Appointment, the Member does not own but is the exclusive licensee of the Performing Right and/or the Dubbing Right in any Sound Recording, the Member for and on behalf of itself and the copyright owner HEREBY APPOINTS PPL TO ACT as Exclusive Agent for the exercise of such Performing Right and/or Dubbing Right in such a Sound Recording 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 Sound Recording upon a legal

assignment to PPL of the Performing Right and the Dubbing Right in such Sound Recording taking effect.

3.2 If at any time during the subsistence of this Appointment, the Member is the owner of the Performing Right and/or the Dubbing Right in any of its Sound Recordings but the assignment of those rights to PPL under Clause 2.1 is ineffective for any reason, the Member HEREBY APPOINTS PPL TO ACT as Exclusive Agent for the exercise of such Performing Right and/or Dubbing Right in such a Sound Recording 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 Sound Recording upon a legal assignment to PPL of the Performing Right and the Dubbing Right in such Sound Recording taking effect.

3.3 In respect of the Performing Right and Dubbing Right in relation to which PPL 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 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 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 Performing Right and Dubbing 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 Performing Right and Dubbing Right in the period starting 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 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.

3.4 When a Member has ceased to be a Member in accordance with the Articles of Association, PPL 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 Appointment, cease to act as the Member's Exclusive Agent and/or Attorney thereunder.

3.5 For the avoidance of doubt, PPL shall retain the Performing Right and the Dubbing Right assigned to PPL under this Appointment unless and until they are reassigned by PPL to the Member (or to an appropriate representative). Similarly, save as otherwise provided in this Appointment, any appointment of PPL as the Member's Exclusive Agent in respect of the Performing Right and Dubbing Right shall continue until such time as they are expressly terminated by PPL or by operation of law.