

UK NEW MEDIA RIGHTS APPOINTMENT

Summary: *Previously called the UK Agency Appointment (New Media Rights). Appoints PPL as your non-exclusive agent for your UK new media rights, e.g. internet and mobile streaming and on-demand services (but see below and the General Terms for full legal terms).*

1. Definitions

"New Media Dubbing Right" means the exclusive right under the 1988 Act or otherwise to copy or to authorise the copying of any Sound Recording (including without limitation the right to make, or to authorise the making of, a Transient Copy 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 whether for the purpose of exercising or authorising the exercise of the New Media Communication Right or for other commercial purposes.

"New Media Communication 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 communicate any Sound Recording to the public (whether via the Internet or otherwise, including without limitation to broadcast any Sound Recording and to make available any Sound Recording to the public in such a way that members of the public may access it from a place and at a time individually chosen by them), but in each case excluding: (i) the Primary Rights; and (ii) 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. 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 New Media Communication Right and/or the New Media Dubbing Right in any Sound Recording),

HEREBY APPOINTS PPL TO ACT as Non-Exclusive Agent for the exercise, subject to Clause 2.3, of the New Media Communication Right and/or the New Media Dubbing 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 New Media Communication Right or New Media Dubbing Right (the **"Member's Sound Recordings"**).

2.2 In respect of the New Media Communication Right and New Media Dubbing 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 New Media Communication Right and New Media 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 New Media Communication Right and New Media 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 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 New Media Communication Right and/or the New Media Dubbing 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 New Media Communication Right and/or the New Media Dubbing 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 New Media Communication Right and/or the New Media Dubbing 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 New Media Communication Right and/or the New Media Dubbing 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 New Media Communication Right and/or the New Media Dubbing 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 New Media Communication Right and/or the New Media Dubbing 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 New Media Communication Right and/or the New Media Dubbing 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.