

International Performer Mandate

Appointment



THIS APPOINTMENT is made the [] day of [] in the year of []

BETWEEN:

Performer Name: []

with PPL ID [] (“You”); and

PHONOGRAPHIC PERFORMANCE LIMITED (“PPL”) whose registered office is situated at
1 Upper James Street, London, W1F 9DE

IT IS AGREED as follows:

1. You hereby appoint PPL as Your Exclusive Representative in the Territories and for the Term to exercise the following rights in respect of any recording (whether audio or audio visual) of any of Your performances:
 - (1) the right in the Territories to (i) authorise or prohibit, and (ii) collect payment, negotiate, settle and compromise any entitlement or claim of whatever nature in relation to, any and all of the following:
 - (a) the communication to the public of any such recording (which, for the avoidance of doubt, shall include public performances, inclusion in a broadcast or other transmission by wire or wireless means, inclusion in an Internet service and inclusion in a mobile telephony service and inclusion in an electronic transmission in such a way that members of the public may access it from a place and at a time individually chosen by them),
 - (b) the rental or lending of any such recordings, and
 - (c) the copying of any such recordings for any of the purposes in 1(1)(a) or 1(1)(b); and
 - (2) the right in the Territories to collect payment, negotiate, settle and compromise any entitlement or claim of whatever nature in relation to remuneration for or participation in any private copying levy or other arrangement of a similar nature (including for the avoidance of doubt any supplementary remuneration due under Article 2b of Directive 2006/116/EC (as amended by Directive 2011/77/EU)).
2. You also hereby appoint PPL to act as Exclusive Representative in the Territories for the exercise of the rights specified in Clause 1(1) and 1(2) in respect of all periods prior to the Term (unless PPL is otherwise notified by You in writing at the time You sign this Appointment).
3. PPL and You agree that this Appointment is to be read in conjunction with the International Performer Mandate Terms & Conditions appended to this Appointment, and that those International Performer Mandate Terms & Conditions apply to and form part of this Appointment and are binding on both PPL and You. Definitions of words and phrases in the International Performer Mandate Terms & Conditions shall apply in this Appointment unless indicated otherwise.
4. You confirm that You have read and understood the terms of both (a) this Appointment and (b) the International Performer Mandate Terms & Conditions in force at the time You sign this Appointment. For ease of reference, this Appointment and the International Performer Mandate Terms & Conditions shall be referred to jointly as the “**Mandate**”.

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5. The Mandate shall become effective once it is signed by You and approved by PPL but, once in effect, will apply from 1 January in the year in which it comes into effect.

6. You wish the countries covered by the Mandate to be as follows:

(please tick one box below and complete that box/add a separate sheet where appropriate)

The World, excluding the United Kingdom*.

The World, excluding the United Kingdom* and excluding the following other countries:

(Please list the other countries to be excluded (on a separate sheet if necessary) and initial each one)

Only the following countries (excluding the United Kingdom*):

(Please list the countries to be covered (on a separate sheet if necessary) and initial each one)

** These options do not include the UK because PPL deals with performers' UK equitable remuneration differently; performers register with PPL separately for UK collection.*

EXECUTED AS A DEED BY YOU:

Performer Name: PPL ID:

Performer signature: Date of signature:

Performer email:

In the presence of: Witness occupation:

Witness name:

Witness address:

Witness signature: Date of witness signature:

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BACKGROUND

- (A) You are entitled by law to remuneration in respect of exploitation in certain foreign territories of recordings of Your performances.
- (B) PPL has the infrastructure and expertise to collect remuneration for certain exploitations of such recordings within those foreign territories.
- (C) You have decided to appoint PPL to act as Your exclusive representative to collect such remuneration and to exploit certain rights related to those recordings of Your performances.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In these Terms the following terms shall have the meanings set out opposite them.

“Appointment”	means the document signed by You and headed “International Performer Mandate - Appointment”.
“Calendar Year”	means the period from 1 January to 31 December inclusive in the same year.
“Commencement Date”	means 1 January in the Calendar Year in which the Mandate is signed by You and approved by PPL.
“Exclusive Representative”	means a party authorised to the exclusion of all other persons including You to exercise a right that would otherwise be exercisable exclusively by You.
“International Distribution Rules”	means the rules governing the distribution of the Revenue, as devised, adopted and varied from time to time by the board of directors of PPL in conjunction with the Performer Board.
“Mandate”	means the Appointment and these Terms.
“Payment Period”	has the meaning given in Clause 2.7.
“Performer Board”	means the sub-committee of the PPL Board which oversees, amongst other things, the distribution of the Revenue.
“Revenue”	means revenue obtained by PPL pursuant to the exercise of the Rights.
“Rights”	means the rights specified in Clauses 1(1) and 1(2) of the Appointment.
“these Terms”	means the terms and conditions set out in this document which may be amended from time to time in accordance with Clause 9.3.
“Term”	has the meaning given in clause 6.1.
“Territories”	means the countries specified in the Appointment.
“United Kingdom”	means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
“You”	means the performer named at the top of the International Performer Mandate – Appointment, and “Your” and “Yourself” shall be construed accordingly.

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1.2 For the purpose of interpretation of the Mandate:-

- (1) 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;
- (2) words importing the singular number include the plural (and vice versa), words importing any gender include every gender and words importing persons include bodies corporate and unincorporated;
- (3) references to Clauses are references to Clauses of these Terms unless the context otherwise requires;
- (4) where expressions used in the Mandate are expressions used in the Copyright, Designs and Patents Act 1988, they shall have the same meaning in the Mandate as in that Act unless the context otherwise requires;
- (5) the expression “including” shall be construed as meaning “including without limitation”;
- (6) in the event that You are the owner or exclusive licensee of the sound recording copyright in one or more recordings of Your performances, this Mandate shall not be construed as appointing PPL in respect of that sound recording copyright.

2. APPOINTMENT

2.1 In respect of PPL’s appointment as Exclusive Representative under the Mandate and for the period until the expiry and/or termination of the appointment as Exclusive Representative, You (for Yourself and Your successors and assignees) hereby irrevocably make, constitute and appoint PPL the true and lawful attorney for and in Your name, place and/or stead:-

- (1) to bring, prosecute, defend and appear in lawsuits, actions, and proceedings of any kind or nature, whether occurring before or after the date of the Mandate, before any court, tribunal or other forum anywhere in the World, under or concerning the Rights and/or the Revenue or concerning any other claim or causes of action pertaining to those rights and/or any elements thereof (including claims or causes of action arising under copyright and/or in respect of the infringement of the Rights), in PPL’s own name or in the name of, or as a co-party with You;
- (2) to adjust, negotiate, settle, compromise, obtain damages or other relief of whatever nature, contest, appeal or satisfy judgments or defend any and all claims, demands and actions pertaining to the Rights and/or any elements thereof (including their infringement) and/or the Revenue and to distribute all and any sums so recovered in accordance with the International Distribution Rules;
- (3) to do any acts or record such documents as PPL deems necessary or reasonable to give effect to the foregoing and the purposes and intentions of the Mandate (and You give and grant to PPL, as Your Attorney, 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 to all intents and purposes as You might or could do so. You hereby ratify all that PPL lawfully shall do or cause to be done by virtue of the appointments of PPL as Exclusive Representative and/or attorney under the Mandate.

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- 2.2 Your appointment of PPL as Exclusive Representative under the Mandate shall include the authorisation of PPL to enter into any agreements with any third party anywhere in the World in relation to the exercise of the Mandate, to exercise and enforce the benefit of any such agreements and to give warranties and indemnities in such agreements.
- 2.3 PPL will collect and distribute to You any Revenue it obtains pursuant to its appointment under the Mandate, in accordance with arrangements with foreign collecting societies and in accordance with the International Distribution Rules.
- 2.4 You shall forthwith 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 full effect to the Mandate.
- 2.5 Nothing in the Mandate shall create an obligation on PPL to collect any monies owing to You arising from PPL's appointment in respect of the Rights and/or to exercise the Rights if PPL in its sole discretion shall view such collection to be uneconomical or impractical. PPL shall act in what it considers to be the best interests of all of the performers who have appointed PPL for the collection of revenue arising from and/or in connection with the exercise of their respective rights. PPL shall be under no obligation to grant any licences or take any legal or other proceedings in any territory, whether within the scope of this Mandate or otherwise.
- 2.6 You acknowledge and agree that, as a consequence of (but without prejudice to the scope of) PPL's appointment as Exclusive Representative under the Mandate, You:
- (1) shall not exercise the Rights or commence proceedings or make claims in respect of the Rights;
 - (2) shall comply with whatever agreements and arrangements that PPL enters into in relation to the exercise of the Mandate; and
 - (3) shall not during the Term appoint any other person in respect of the rights and authorities granted to PPL under the Mandate and shall not appoint any agent or collecting society in respect of the Rights.
- 2.7 Where the Mandate is terminated in accordance with Clause 6.2 or 6.3, You agree that for the period of one Calendar Year after such termination takes effect, PPL may (subject to these Terms, including the provisions of Clause 2.5), collect and distribute to You any Revenue arising from the exercise of the Mandate prior to termination taking effect ("Payment Period"). For the avoidance of doubt, PPL's rights under this Clause 2.7 in respect of any Payment Period are non-exclusive.

3. DISTRIBUTION OF REVENUE

- 3.1 You shall be bound by and comply with the International Distribution Rules, which may without limitation permit PPL to:
- (1) suspend payments in respect of Revenue;
 - (2) set off against any Revenue otherwise payable to You any other sums which You owe to PPL whether actual or contingent, solely or jointly with another or otherwise;
 - (3) deduct from any Revenue all and any administration and other costs and expenses incurred directly or indirectly in collecting Revenue or in the exercise of the Rights outside the United Kingdom; and

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(4) before recommending any distribution of Revenue, set aside such sums as it thinks proper as a reserve fund to meet contingencies.

3.2 PPL shall provide a copy of the current version of the International Distribution Rules to You upon request.

3.3 For the avoidance of any doubt PPL, when distributing Revenue to You, will credit You with the Sterling equivalent of such Revenue at the time of its actual collection by PPL and not at the time of payment of such Revenue by PPL to You.

3.4 You agree and acknowledge that PPL, while using its reasonable endeavours to check the accuracy of the payments due to You in respect of the Revenue, will be subject to collecting the Revenue under the foreign collecting societies' own distribution rules.

3.5 You shall be bound by such arrangements as PPL may from time to time deem necessary or expedient in order to deal with value added tax and other taxation legislation anywhere in the World including in relation to withholding of taxes.

4. WARRANTIES AND INDEMNITY

4.1 You warrant at the date of entering into the Mandate and throughout the Term that it has the full right, power and authority to enter into the Mandate.

4.2 You shall indemnify and keep PPL fully indemnified from and against all costs, proceedings, claims and damages (including any reasonable legal costs on an indemnity basis) wheresoever and howsoever arising as a result of any breach of the Mandate or any act or omission or default by You including without limitation in respect of any liability of PPL arising from a breach by You of Clause 7.

4.3 You warrant that You are not a member of any collecting society administering the Rights in any country that is included in the Territories.

4.4 You warrant that all information provided to PPL under or in connection with the Mandate is true and accurate and will notify PPL immediately if any such information ceases to be true and accurate.

4.5 PPL hereby warrants that it shall use its reasonable endeavours in performing its duties as Exclusive Representative pursuant to the Mandate.

5. YOUR OBLIGATIONS

5.1 You shall promptly provide PPL in writing in the manner prescribed by PPL from time to time full and accurate details (including where appropriate copy documentation) of:

(1) all recordings to which the Rights relate and in respect of which PPL has been appointed as Exclusive Representative under the Mandate (whether those recordings are created before or after the Commencement Date); and

(2) any changes that may affect the Mandate and such other information as PPL may from time to time reasonably require.

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5.2 You hereby irrevocably agree and confirm that the receipt by You of any remuneration under the Mandate shall be in full and final satisfaction of any remuneration that You are entitled to in respect of the exercise and exploitation of the Rights to which such remuneration relates and acknowledges that third parties who have remitted sums to PPL in respect thereof may rely on this acknowledgment and confirmation.

5.3 If PPL should pay any remuneration to You in error, You shall within 28 days of becoming aware of such error return such remuneration to PPL.

6. TERM AND TERMINATION

6.1 The term ("Term") of the Mandate shall begin on the Commencement Date and shall continue until terminated in accordance with this Clause 6.

6.2 During the first Calendar Year ("Year 1") of the Term, if PPL receives notice from You to terminate between 1 January and 30 June (inclusive), termination will take place on 31 December in Year 1.

6.3 In any Calendar Year following the end of the Year 1, if PPL receives notice from You to terminate between 1 January and 30 September (inclusive), termination will take place on 31 December in that Calendar Year.

6.4 If the Mandate is terminated under Clause 6.2 or 6.3, such termination is immediately followed by a Payment Period.

6.5 The provisions of Clause 6.1 to 6.4 apply whether You intend to terminate the entire Mandate or whether You intend to limit the Territories in which the Mandate is effective. Termination or variation under this Clause 6 must be communicated to PPL in accordance with clause 9.2.

6.6 PPL may communicate with You by email, post or telephone concerning:

- (1) any matter connected to the Mandate;
- (2) the termination of the Mandate; or
- (3) any payments to be made to You (whether during the Term or otherwise);

at any time during the Term of the Mandate or during any Payment Period.

6.7 Either party may terminate the Mandate if the other is in material breach of any material provision hereof and (if capable of remedy) fails to remedy the breach within 30 days after having been required in writing to do so by the party not in breach. For the avoidance of doubt, if the breach consists of failing to perform an obligation by a particular date, it shall be capable of remedy if the obligation is performed subsequently in the 30-day notice period.

7. DATA PROTECTION

7.1 In this Clause 7, in addition to the terms defined in Clause 1, the following terms shall have the following meanings:

'Applicable Data Protection Law' means the Data Protection Act 2018, the General Data Protection Regulation and/or other applicable data protection law or regulation as may be amended from time to time; and

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'Personal Data' means information defined as such in the Applicable Data Protection Law.

7.2 You acknowledge that in performing its obligations under the Mandate and in particular (but without limitation) in exercising the Rights, PPL may process Personal Data relating to You, and/or transfer such data internationally and/or disclose it to third parties, for the following purposes:

- (1) the collection and payment of overseas revenue;
- (2) the administration and maintenance of PPL's records and those of relevant third parties;
- (3) the provision of a high level of customer service to You;
- (4) any other action that in PPL's reasonable opinion is necessary in order to exercise the Rights granted and/or to comply with the relevant obligations under the Mandate.

7.3 For the purposes of this Clause 7, third parties include but are not limited to overseas music licensing companies, UK and international music industry bodies and music usage providers.

7.4 You shall:

- (1) comply with any Applicable Data Protection Law;
- (2) ensure that Your acts or omissions will not cause PPL to be in breach of any Applicable Data Protection Law;
- (3) ensure that, in relation to any Personal Data that is given by You (or on Your behalf) at any time to PPL in connection with the recordings to which the Rights relate and/or the Mandate, You have a lawful basis for processing that Personal Data in that way (and where necessary, You will give appropriate notification to and/or obtain adequate consents from, any employees and any other persons (including performers and producers) whose Personal Data this may include) and that PPL may lawfully process such Personal Data in the manner contemplated by the Mandate.

8. TRANSFER AND SUB CONTRACT

8.1 PPL, subject to approval by its board of directors, may transfer and/or novate on written notice its rights and obligations under the Mandate to any company or entity in which case PPL shall cease to be liable for any matters following such notice. You consent to such assignment and/or novation.

8.2 PPL may sub-contract any of its obligations under the Mandate.

8.3 You may not assign or novate the Mandate or sub-contract any of Your obligations under the Mandate.

9. GENERAL

9.1 A person who is not a party to the Mandate has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Mandate unless specifically stated otherwise save that third parties may rely on the provisions of Clause 5.2.

9.2 Any notices or demands to be given or made pursuant to the Mandate shall be given or made in writing (and, in the case of notice to terminate or vary the Mandate in accordance with Clause 6.2 or 6.3, must be signed by You). All notices to be given to You shall be sent by pre-paid first class post to such address as You duly notify to PPL. All notices to be given to PPL shall be sent by post to its

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registered office for the time being, save that, in the case of notice to terminate or vary the Mandate in accordance with Clause 6.2 or 6.3, PPL may also accept a copy of such notice as signed by You if it is emailed to memberservices@ppluk.com (or such other email address as PPL may designate for such purpose).

- 9.3 Variation or amendment of the Appointment or these Terms can be made only in writing duly signed by the parties or their respective duly authorised representatives.
- 9.4 The Mandate shall not constitute any form of partnership or joint venture between the parties.
- 9.5 The Mandate shall bind Your successors in title and any permitted assigns.
- 9.6 Clauses 1, 4.2, 5.2 to 5.3, 6.4 to 6.6, 7, 8.1, 9.1, 9.7, 9.9, and 9.10 of these Terms are intended by both parties to survive any termination of the Mandate.
- 9.7 If any provision of the Mandate shall be determined by any Court of competent jurisdiction to be void or unenforceable all other provisions of the Mandate shall nevertheless continue in full force and effect.
- 9.8 Clause headings and recitals in these Terms are for information only and do not form part of the Mandate.
- 9.9 The Mandate (in the absence of fraud) contains the whole agreement between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them in respect of the same subject matter and the parties confirm that they have not entered into the Mandate on the basis of any representations that are not expressly incorporated.
- 9.10 The Mandate shall be construed and interpreted in accordance with the laws of England and Wales, the courts of which shall have sole and exclusive jurisdiction to determine any disputes which may arise out of or in relation to the Mandate.