

**PART F:
INTERNATIONAL PROGRAMME DISTRIBUTION
RIGHTS APPOINTMENT**

Summary: Appoints PPL as your non-exclusive agent to license the international distribution (on DVD/CD) of your sound recordings but only as part of TV/spoken-word radio programmes (but see below for full legal terms).

1. Definitions

"International Issuing Right" means the exclusive right under the 1988 Act or any equivalent legislation applicable in the Relevant International Distribution Rights Territories or otherwise to do, or to authorise another to do, the following acts or any of them, namely to issue to the public copies of any Sound Recording comprised in a television programme or spoken word radio programme and to copy such Sound Recording as comprised in such programme solely for such purpose, but in each case excluding the Primary Rights.

"International Rental and Lending Right" means the exclusive right under the 1988 Act or any equivalent legislation applicable in the Relevant International Distribution Rights Territories or otherwise to do, or to authorise another to do, the following acts or any of them, namely to rent or lend copies of any Sound Recording comprised in a television programme or spoken word radio programme and to copy such Sound Recording solely for such purpose, but in each case excluding the Primary Rights.

"Relevant International Distribution Rights" has the meaning set out in Clause 2.1.

"Relevant International Distribution Rights Territories" means all territories throughout the world (excluding the UK Territory) in respect of which the Member (or, pursuant to Clause 2.1(ii), any relevant copyright owner, as the case may be) owns (or shall during the Member's membership of PPL own) any International Issuing Rights or International Rental and Lending Rights in respect of any Sound Recordings

"Relevant Sound Recordings" means any Sound Recording now in existence or subsequently created in respect of which the Member (or, pursuant to Clause 2.1(ii), any relevant copyright owner, as the case may be) owns (or shall during the Member's membership of PPL own) any International Issuing Rights or International Rental and Lending Rights in respect of the Relevant International Distribution Rights Territories.

"Sound Recording" shall bear the meaning ascribed to it in the 1988 Act or any equivalent legislation applicable in the Relevant International Distribution Rights Territories and reference to a Sound Recording shall include references to any part of that Sound Recording.

"UK Territory" means: (i) 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; and (ii) the Channel Islands, the Isle of Man and all additional territories to which the 1988 Act extends.

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 International Issuing Right and/or the International Rental and Lending Right in any Sound Recording),

HEREBY APPOINTS PPL TO ACT as Non-Exclusive Agent for the exercise, subject to Clauses 2.2, and 2.4, of such of the International Issuing Right and/or the International Rental and Lending Right in the Relevant Sound Recordings exercisable in or on the Relevant International Distribution Rights Territories as the Member has the rights to grant hereunder ("**Relevant International Distribution Rights**") for the full term of their respective protection (including all extensions and renewals thereof).

2.2 PPL recognises that the Member may not own or be exclusive licensee of the International Issuing Right and the International Rental and Lending Right in every territory throughout the world in respect of every Sound Recording of that Member, and the appointment under Clause 2.1 above therefore only covers the Relevant International Distribution Rights. The Member acknowledges that PPL will rely on the information provided to it by the Member in and pursuant to this Appointment when exercising the rights granted under Clause 2.1, and the Member agrees to the following:

- (i) The Member shall select (and thereby agree to) one of the following two options, by ticking the appropriate "Yes" box on the Rights Appointment Agreement form:

Option 1: The Member is the copyright owner or exclusive licensee of the International Issuing Right and the International Rental and Lending Right in respect of all of its Sound Recordings for all territories throughout the world.

Accordingly, the Member hereby acknowledges that under this Appointment, the Relevant Sound Recordings shall be all of its Sound Recordings and that the Relevant International Distribution Rights Territories shall be all territories throughout the world excluding the UK Territory.

Option 2: The Member is the copyright owner or exclusive licensee of the International Issuing Right and International Rental and Lending Right in respect of only certain of its Sound Recordings and/or for only certain territories throughout the world.

Accordingly, the Member hereby acknowledges that under this Appointment the Relevant Sound Recordings and the Relevant International Distribution Rights Territories shall be limited to such Sound Recordings and such territories (excluding the UK Territory) in respect of which the Member is able to grant this Appointment.

- (ii) If the Member selects Option 2 above, it agrees to supply to PPL all such rights ownership information as PPL may reasonably require (in accordance with such policy as PPL may publish from time to time) in relation to the International Issuing Right and International Rental and Lending Right as those rights pertain to the Sound Recordings owned or controlled by the Member.
- (iii) Without prejudice to the generality of Clause 2.2(i) above, the Member acknowledges that, in connection with specific licenses to be granted pursuant to this Appointment, PPL may require the Member to confirm the extent to which this Appointment covers particular Sound Recordings used (or to be used) by the relevant licensee in respect of particular territories. If PPL requests such confirmation, the Member shall as soon as reasonably practicable provide as much of the information requested as it is reasonably able to provide.
- (iv) Without prejudice to PPL's right to exercise granted rights as it so determines in its absolute discretion under clause 5 of the General Terms, to the extent that the Member does not inform (or misinforms) PPL as to whether a particular Sound Recording and/or a particular territory is covered by this Appointment, PPL shall not be in breach of this Appointment or liable to the Member if, in reasonable reliance on the information provided by the Member, it purports to license rights not actually covered by this Appointment and/or does not include the Member's Sound Recordings in a licence to the fullest extent possible under this Appointment.

2.3 In respect of the Relevant International Distribution Rights 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, Relevant International Distribution Rights Territories or elsewhere, under or concerning or relating to or arising out of the Relevant International Distribution Rights 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 Relevant International Distribution Rights in the period from 1 January 2008 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 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.

2.4 Where PPL wishes to exercise (and where PPL's Board resolves to exercise) the Relevant International Distribution Rights in respect of any particular class or category of service via which Sound Recordings may be communicated to the public, whether by reference to service and/or licensee (each, an "**International New Service Category**"):

- (i) PPL shall notify the Member of the International New Service Category and shall provide the Member with reasonable supporting information about such International New Service Category (and, for the avoidance of doubt and without limitation, PPL may provide any such notification and/or supporting information via email);
- (ii) following any such notification by PPL (unless otherwise agreed in writing between the Member and PPL), the Member shall have the right to elect that PPL may not exercise the Relevant International Distribution Rights in respect of the Relevant Sound Recordings in respect of such International New Service Category, any such election to be made by the Member by written notice to PPL within thirty (30) days after PPL's notification in respect of such International New Service Category;
- (iii) 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 Relevant International Distribution Rights in respect of the Relevant Sound Recordings in respect of the relevant International New Service Category.

3. Subsequent opt-outs and termination of this Appointment

3.1 Where:

- (i) PPL's Board resolves to exercise the Relevant International Distribution Rights in respect of an International New Service Category; and
- (ii) the Member does not elect, in accordance with Clause 2.3, that PPL may not exercise the Relevant International Distribution Rights in respect of the Relevant Sound Recordings in respect of such International New Service Category; but

- (iii) the Member subsequently wishes PPL to cease to exercise the Relevant International Distribution Rights in respect of the Relevant Sound Recordings in respect of such International 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 International Service Category under this Clause 3.1 shall not affect the exercise of the Relevant International Distribution Rights by PPL in respect of:

- (a) that particular International New Service Category in respect of any other PPL member; or
- (b) the Member, in respect of any other International New Service Category.

3.2 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.

**PART G:
GENERAL TERMS**

The definitions and terms set out in this Schedule G (General Terms) apply to all Appointments unless expressly stated otherwise in the relevant 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 this PPL Rights Appointment Agreement, comprising these terms and conditions and the Rights Appointment Agreement form.

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

"Commencement Date" means the date of countersignature of this Agreement 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 Schedule A 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:

(a) from 1 January 2008 in the case of the International New Media Rights Appointment (see Schedule E in this Agreement) and the International Programme Distribution Rights Appointment (see Schedule F in this Agreement); and

(b) in all other cases, 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.

NB: Clause 2 and Clause 4.1 (iv) (a) of the General Terms do not apply to rights holders who have not previously been members of PPL