

Agreement governing the assignment and administration of rights for performing artists

Agreement No.:
(to be completed by GVL)

Date: February 2012

The Parties:

First Name: _____
Family Name: _____
Name at Birth / née: _____
Nationality: _____
Date of Birth: _____
Place of birth: _____
Registered Address:
Street: _____
Postcode / Town: _____
Country: _____

– hereafter "Rightsholder" –

and

Gesellschaft zur Verwertung von Leistungsschutzrechten mbH (GVL)
Podbielskiallee 64, 14195 Berlin
PO Box 33 03 61, 14173 Berlin

– hereafter "GVL" –

enter into the following rights administration agreement:

Article 1 Assignment of rights

- (1) The rightsholder grants GVL the right to administer, on its own behalf and vis-à-vis third parties, the following rights he is entitled to at present and that he may be entitled to during the term of this agreement:
1. the statutory entitlement to receive equitable remuneration for
 - a) radio and TV broadcasts of performances on published sound recordings and audiovisual recordings (s. 78 II no. 1 German Copyright Act, UrhG). This also includes the transmission via IP TV and via new transmission standards for mobile reception or via mobile networks as well as in the form of simulcasting and/or webcasting via the internet or via mobile networks;
 - b) cable retransmission of his performances (s. 78 II UrhG);
 - c) making available of performances to the public (s. 78 II no. 2 and 3 UrhG);
 - d) direct or indirect recording or copying of a performance for private or other personal uses (s. 54 I UrhG);
 - e) copying of performances which are broadcast in the course of conventional school broadcasts pursuant to Art. 1 no. 2-4, if the copies thus recorded are not deleted at the end of the following school term (s. 47 II UrhG);
 - f) recording, copying, distribution and making available to the public of a performance in collections and libraries for church, school or educational purposes used by students or teachers (s. 46 IV UrhG);
 - g) rental and lending of recordings (s. 27 UrhG);
 - h) non-commercial reproduction of recordings and their distribution to the disabled, subject to this being necessary to enable them to access to sensual perception of the recordings (s. 45 a II UrhG);
 - i) public, non-commercial performance of the right holder's performance on a commercially published sound or audiovisual recording (s. 52 UrhG);
 - j) making available of performances for education and research (s. 52 a IV UrhG);
 - k) public, non-commercial performance of the right holder's performance in electronic reading places (s. 52 b UrhG)
 - l) plus any entitlements and claims for remuneration, whose statutory administration can only be done by a rights administration society;
 2. the following exclusive rights:
 - a) the right,
 - aa) to record a performance onto sound or audiovisual recordings and make copies (s. 77 I, II UrhG) as long this serves the purpose of a use licensed in accordance with Art. 1 no. 1 a) and c);

- bb) to make it available to the public (s. 78 I no.1UrhG), as long this serves the purpose of a usage licensed in accordance with Art. 1 no. 1 a) and c);
- b) to copy and distribute published sound and audiovisual recordings of a performance together with previously broadcast programmes of radio and TV broadcasters on(to) physical storage media of any kind (s. 77 II UrhG);
- c) to make available published sound or audiovisual recordings of a performance together with broadcast programmes in accordance with s. 1 no. 1 a) in the form of podcasting (s 78 I no. 1 UrhG).
- d) for usages in accordance with lit. b) and c) the following provisions shall apply:
- for TV broadcasts this shall apply for individual films and series which were produced by the broadcaster itself or commissioned by it for its own broadcast purposes where sound recordings merely get used to provide dramaturgic support (except for music films).
 - for radio broadcasts this shall apply for broadcasts which were produced by the broadcaster itself or commissioned by it for its own broadcast purposes where sound recordings merely get used to provide support (with the exception of radio plays with a music related main subject).
3. the right to make claims in cases of omission, loss or damages in case of infringement of the rights transferred in accordance with Art. 1 and 2 in and out of court;
4. the copyright in audiovisual recordings for usages in accordance with para. 1 and 2 e.g. in the role of a director of videoclips.
- (2) GVL exercises the rights assigned to it in its own name. It is entitled to transfer the rights assigned to it in whole or in part to third parties, to accept the consideration and to collect based on the entitlement to remuneration assigned to it.
- (3) The assignment of rights pursuant to Article 1 shall not include the permission to use the performance recordings for advertising purposes.

Article 2 Definitions

For the purpose of this agreement, the following definitions shall apply:

- (1) Audiovisual recordings shall mean videoclips containing musical performances or excerpts thereof recorded onto a sound recording, and whose duration is not longer than 10 minutes.
- (2) IP-TV shall mean the transmission via broadband multimedia services based on an internet protocol (IP). IP-TV shall exclusively be the non-interactive transmission of such services in IP based electronic networks outside the internet (world wide web).
- (3) New transmission standards for mobile reception shall mean those which enable the non-interactive transmission of programme signals via satellite or terrestrial signals to mobile end user devices (e.g. DVB-H).

- (4) Mobile network services shall mean the transmission channels used for public mobile telephony (e.g. UMTS) as long as they are exclusively used for the non-interactive transmission of programme signals.
- (5) Simulcasting shall mean the non-interactive, simultaneous, unaltered and not permanently storable transmission ("Streaming") of sound recordings included in a traditional free-to-air broadcast via the internet (World Wide Web) or via mobile networks.
- (6) Webcasting shall mean the non-interactive and not permanently storable transmission of a programme via commonly accessible pages on the internet (World Wide Web) or commonly accessible mobile network services on one or more channels, as long as the primary purpose of the service is not to sell, advertise or promote particular products or services other than sound recordings, live concerts or other music-related events.
- (7) Podcasting shall mean the making available to the public of a conventional broadcast already produced legitimately for transmission purposes for the non-permanent ("streaming") or permanent ("download") storage via commonly accessible pages on the internet (world wide web) or commonly accessible mobile network services through the broadcaster.

Article 3 Territory

- (1) The rights pursuant to Art. 1 are assigned worldwide.
- (2) The rightsholder is entitled to restrict the assignment to certain countries. For such a restriction, the Annex "Assignment of rights to GVL", which forms part of this agreement, shall be used. For any changes to territories for which the rights are thus assigned, the notice periods pursuant to Art. 7 shall be applicable.
- (3) If the rightsholder has assigned rights to GVL for certain countries, the prevalent national rules and regulations which comply with the rights pursuant to Art. 1 shall be applicable. On behalf of rightsholders who have assigned their rights for administration outside Germany, GVL shall also be entitled to receive remuneration calculated by and receivable from foreign sister societies, relating to rights outside the scope of this agreement or for periods prior to the conclusion of this agreement.

Article 4 Duties of the Rightsholders

- (1) Rightsholders shall be obliged at all times to provide GVL with information and evidence which are necessary to establish and administer their rights and entitlements. They shall also deliver the details necessary to establish and execute the distribution rules and provide the necessary documentation. Information and evidence for establishing rights and administering claims as well as information and documents pertaining to the administration of the distribution regulations may be supplied to GVL by the rightsholder via an electronic system or on paper, i.e. on the forms issued by GVL. GVL shall also be entitled to acquire necessary information directly. In the case of members of an orchestra or choir, GVL shall especially be entitled to gather information about the periods of adherence to a specific orchestra or choir from their employers or contractors.
- (2) Rightsholders must not share his GVL remuneration directly or indirectly with the tariff partners of GVL. In cases of non-compliance, rightsholders shall be obliged to pay the amount received based on the usage of the tariff partner back to GVL to be used for social purposes.
- (3) Rightsholders shall inform GVL of their bank details and shall keep GVL informed of any changes to his details. GVL shall not be liable for misdirected transfers based on incorrect details. Rightsholders

shall be obliged to return any overpayments to GVL which result from incorrect, incomplete or unclear details.

- (4) Rightsholders shall be obliged to inform GVL without delay about any changes to their residence and – in the case of moving to Germany – to provide a confirmation by the German residents' registration office.
- (5) Rightsholders shall be obliged to inform GVL of any changes to their tax status (especially liability to pay VAT or foreign taxes) without delay.
- (6) Rightsholders which do not comply with their duties arising from this agreement, the distribution regulations or the Articles of Association, shall be obliged to reimburse GVL accordingly.
- (7) In the event that GVL makes payments lacking legal grounds, it may claim those payments back. The payee cannot claim that he cannot return this undue enrichment.

Article 5 Claims of the rightsholders

Rightsholders' claims against GVL may only be assigned to third parties subject to GVL's approval. GVL may make subject its approval to an assignment to payment of an administration fee.

Article 6 Legal succession of rightsholders

In the event of a rightsholder's death this agreement shall be continued with their legal successor(s). If there is more than one legal successor, their rights vis-à-vis GVL must be executed by a joint authorised representative. GVL shall not be obliged to make any payments prior to the appointment of a joint authorised representative.

Article 7 Duration of the Assignment

- (1) This agreement shall be in force retrospectively from 1st January 2010. The agreement shall continue for an unlimited period and may be terminated subject to a notice period of 6 months per 31st December of any year, but at the earliest per the end of the third contractual year.
- (2) Should the agreements with users entered into or extended by GVL continue to be valid beyond the termination of this agreement, the agreement shall be extended accordingly with respect to the relevant assignment of rights.
- (3) Once this agreement has been terminated, the rights shall revert to the rightsholders at the end of a calendar year without any special transfer.

Article 8 Distribution

The following provisions shall apply for distribution purposes:

- a) Remuneration collected by GVL for the use of sound recordings shall be divided equally between record companies and performing artists.

- b) Remuneration collected by GVL for the use of videoclips shall be divided equally between record companies and performing artists after a pre-allocation of 60% to the record companies.
- c) Remuneration collected by GVL for rental and lending of movies shall be divided equally between record companies and performing artists after a pre-allocation of 40% to the performing artists.
- d) Remuneration collected by GVL for cable retransmission not covered by a) or b) above, shall be allocated to performing artists.

Article 9 Consideration of Articles of Association / Changes to the Agreement

- (1) The Articles of Association of GVL in its current version shall form part of this agreement.
- (2) Future changes to this agreement passed by the Board, for example with respect to new rights or forms of usage, shall become part of this agreement if the rightsholder was informed about them in writing and has agreed to them. Approval by a rightsholder shall be deemed given when the rightsholder does not explicitly contest the assignment within 6 weeks from dispatch of the announcement; he shall be made aware of this legal consequence in the relevant communication

Article 10 Miscellaneous

- (1) Rightsholders agree that their details shall be stored, processed and distributed electronically, but only within the framework of the purposes of this contractual relationship.
- (2) Place of performance and jurisdiction shall be the registered office of GVL.

This is an unofficial translation:

Please note that the translation of the "**Wahrnehmungsvertrag**", the Agreement governing the assignment and administration of rights, is provided as a service by GVL and shall serve for orientation purposes and your files only.

Please sign the German original of the Wahrnehmungsvertrag.

_____, _____
Place Date

Signature
Rightsholder

Berlin,

Dr. Tilo Gerlach
Geschäftsführer

Guido Evers
Geschäftsführer