



International Performer Mandate

International Performer Mandate



Key points

Thank you for choosing PPL to collect royalties for your performance rights (sometimes known as neighbouring rights) from other countries through our International Performer Mandate. This Key Points summary sets out an overview of the key commitments that are made when the Mandate is signed. Please note that this Key Points summary does not form part of the Mandate. The Mandate is in two parts: an Appointment, and a set of Terms and Conditions. Please read both parts of the Mandate carefully before signing it.

PPL's commitment to you

Under the Mandate, PPL agrees to act as your exclusive agent in respect of certain rights in your performances on recorded music. PPL will do so in respect of the countries you have specified, and for the duration of the Mandate. PPL's role as your exclusive agent will primarily involve the collection of your performer income in the specified countries, on your behalf, from the local collective management organisations (i.e. performer collecting societies) and then paying this through to you.

Whilst we deduct the costs of collection (please see the PPL website at ppluk.com for details of the current rate) PPL does not retain a profit. The other key aspects of PPL's role as your agent under the Mandate are set out in Clause 1 of the Appointment and Clause 2.1 of the Terms and Conditions.

Under the Mandate you agree to PPL processing your personal data in connection with the Mandate, including, for example, transferring it outside the European Economic Area (which may apply where e.g. you appoint PPL to collect in a non-EEA country). PPL commits to processing your data in this way only for certain purposes, including for the administration of PPL's records and the collection of overseas revenue.

Your commitment to PPL

The Mandate is an exclusive agreement between PPL and you. Under the Mandate, you therefore agree that you have not appointed any other agent in respect of the rights and countries set out in the Mandate, and will not do so for the duration of the Mandate.

By signing the Mandate you confirm that all information you have provided to PPL is correct to the best of your knowledge; you also agree to update us with any changes to such information where relevant, including, for example, contact details and details of the recordings you have performed on.

Once you've signed the Mandate and returned it to us, PPL will process your documentation and, provided everything is in order, approve your Mandate. Once approved, your Mandate will be backdated to start from 1 January in the current Calendar Year.

At any time during the term of the Mandate you may increase the countries covered by it. You may also vary the Mandate to reduce the countries covered, or you may terminate your Mandate with us altogether. There are processes for reducing the countries covered or terminating the Mandate, which are set out in Clause 6 of the Terms and Conditions and, in order to assist you if you wish to follow either of those processes, we have created template variation/termination letters that you may wish to use (although this is not mandatory).

Please note that both the variation and termination processes require a notice period before a variation or termination of the Mandate comes into effect. To summarise, in the first Calendar Year of the Term of the Mandate, you can terminate your Mandate (or reduce the countries it covers) with effect from the end of 31 December, provided that you give written notice to PPL no later than 30 June in that same year. In any subsequent Calendar Year of the Term of the Mandate, you would only need to give such written notice by 30 September that year, in order for it to take effect by the end of 31 December in that year. In all cases, such notice periods are then followed by a 1 year payment period in which (in accordance with the terms of the Mandate) we will continue to pay you any revenue we receive in respect of the collection activities we undertook on your behalf before the variation or termination of your Mandate.

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Registered office 1 Upper James Street London W1F 9DE Registered in England No. 288046 Phonographic Performance Limited

International Performer Mandate

Appointment



This Appointment is made the day of in the year of

Between:

A. Performer Name:

PPL ID: (the "**Performer**"); and

B. PHONOGRAPHIC PERFORMANCE LIMITED ("PPL")

whose registered office is situated at: 1 Upper James Street, London, W1F 9DE.

IT IS AGREED as follows:

1. The Performer hereby appoints PPL as his Exclusive Agent 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 his 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 of the Performer 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),

(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 of the Performer in relation to remuneration for or participation in any private copying levy or other arrangement of a similar nature.

2. The rights referred to in Clause 1 of this Appointment shall not include the rights comprised in the making available right specified in Article 3.2 of Directive 2001/29/EC (the "Copyright Directive").

3. The Performer also hereby appoints PPL to act as Exclusive Agent 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 the Performer in writing at the time the Performer signs this Appointment).

4. PPL and the Performer agree that this Appointment is to be read in conjunction with the Performer International Mandate Terms & Conditions in force at the time the Performer signs this Appointment, and that those Performer International Mandate Terms & Conditions apply to and form part of this Appointment and are binding on both PPL and the Performer. Definitions of words and phrases in the Performer International Mandate Terms & Conditions shall apply in this Appointment unless indicated otherwise.

International Performer Mandate



Appointment (continued)

- The Performer confirms that he has read and understood the terms of both (a) this Appointment and (b) the Performer International Mandate Terms & Conditions in force at the time the Performer signs this Appointment. For ease of reference, this Appointment and the Performer International Mandate Terms & Conditions shall be referred to jointly as the “Mandate”.
- The Mandate shall become effective once it is signed by the Performer and approved by PPL but, once in effect, will apply from 1 January in the year in which it comes into effect.
- The Performer wishes 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):

I wish the Mandate to cover the World, excluding the United Kingdom*.

I wish the Mandate to cover the World, excluding the United Kingdom* and also excluding the following other countries: (please list the additional countries to be excluded and initial each one)

I wish the Mandate to cover only those countries (other than the United Kingdom*) which I have listed and attached on a separate sheet, which I have signed.

** 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:

Performer name: PPL ID:

Performer signature:

Performer email:

In the presence of:

Witness name: Witness occupation:

Witness address:

Witness signature: Date of witness signature:

Thank you for completing this International Performer Mandate. Please scan and email the completed, signed and witnessed International Performer Mandate Appointment (pages 2–3) to **memberservices@ppluk.com** or return by post to **PPL, Member Services, 1 Upper James Street, London, W1F 9DE.**

International Performer Mandate

Terms & Conditions



BACKGROUND

- (A) The Performer is entitled to remuneration in respect of exploitation in certain foreign territories of recordings of his performances.
- (B) PPL has the infrastructure and expertise to collect remuneration for certain exploitations of such recordings within those foreign territories.
- (C) The Performer has decided to appoint PPL to act as his exclusive agent to collect such remuneration and to exploit certain rights related to those recordings of his 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 the Performer 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 the Performer and approved by PPL. |
| “Exclusive Agent” | means an agent authorised to the exclusion of all other persons including the Performer to exercise a right that would otherwise be exercisable exclusively by the Performer. |
| “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” | means the Performer named on the Appointment. |
| “Performer Board” | means the sub-committee of the PPL Board created in September 2006 to oversee, 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. |

International Performer Mandate

Terms & Conditions (continued)



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 the Performer is the owner or exclusive licensee of the sound recording copyright in one or more recordings of his 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 Agent under the Mandate and for the period until the expiry and/or termination of the appointment as Exclusive Agent, the Performer for himself and his successors and assignees hereby irrevocably makes, constitutes and appoints PPL the true and lawful attorney for and in the Performer's 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 the Performer;
- (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 the Performer gives and grants to PPL, as the Attorney of the Performer, 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 the Performer might or could do so. The Performer hereby ratifies all that PPL lawfully shall do or cause to be done by virtue of the appointments of PPL as Exclusive Agent and/or attorney under the Mandate.

2.2 The Performer's appointment of PPL as Exclusive Agent 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 the Performer 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.

International Performer Mandate

Terms & Conditions (continued)



- 2.4 The Performer 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 the Performer 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 as agent 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 The Performer acknowledges and agrees that, as a consequence of (but without prejudice to the scope of) PPL's appointment as Exclusive Agent under the Mandate, the Performer:
- (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 other 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, the Performer agrees 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 the Performer 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 The Performer 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 the Performer any other sums which the Performer owes 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
 - (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 the Performer upon request.
- 3.3 For the avoidance of any doubt PPL, when distributing Revenue to the Performer, will credit the Performer 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 the Performer.

International Performer Mandate

Terms & Conditions (continued)



- 3.4 The Performer agrees and acknowledges that PPL, while using its reasonable endeavours to check the accuracy of the payments due to the Performer in respect of the Revenue, will be subject to collecting the Revenue under the foreign collecting societies' own distribution rules.
- 3.5 The Performer 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 Indemnities

Performer Warranties and Indemnities

- 4.1 The Performer warrants at the date of entering into the Mandate and throughout the Term that he has the full right, power and authority to enter into the Mandate.
- 4.2 The Performer 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 the Performer including without limitation in respect of any liability of PPL arising from a breach by the Performer of the provisions of Clause 7.
- 4.3 The Performer warrants that he is not a member of any collecting society administering the Rights in any country that is included in the Territories.
- 4.4 The Performer warrants 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.

PPL Warranties

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

5. Obligations of Performer

- 5.1 The Performer 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 Agent 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. For the avoidance of doubt this shall include but shall not be limited to:
 - (a) any receipt of revenue relating to the Rights which may be paid to the Performer other than through PPL; and
 - (b) any foreign collecting society in any country that is included in the Territories outside the United Kingdom of which the Performer becomes a member.
- 5.2 The Performer hereby irrevocably agrees and confirms that the receipt by him of any remuneration under the Mandate shall be in full and final satisfaction of any remuneration that the Performer is 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 acknowledgement and confirmation.

International Performer Mandate

Terms & Conditions (continued)



- 5.3 If the Performer shall receive any remuneration to which the Performer is not entitled (including remuneration in respect of the Rights other than through PPL) then the Performer shall notify PPL upon receipt thereof and shall pay such remuneration to PPL within 28 days of PPL's request.
- 5.4 If PPL should pay any remuneration to the Performer in error, the Performer 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 the Performer's notice 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 the Performer's notice 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 the Performer intends to terminate the entire Mandate or whether the Performer intends to limit the Territories in which the Mandate is effective. If the Performer intends to terminate the entire Mandate and wishes to use the template termination letter to do so, he may contact PPL to obtain this. If the Performer intends to limit the Territories in which the Mandate is effective and wishes to use the template variation letter to do so, he may contact PPL to obtain this. Termination or variation under this Clause 6 (whether using either template or otherwise) must be communicated to PPL in accordance with clause 9.2.
- 6.6 The Performer hereby consents to PPL communicating with the Performer 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 the Performer (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 1998 and/or other applicable law or regulation as may be amended from time to time; and
- 'Personal Data' means information defined as such in the Data Protection Act 1998 or information treated as personal data under any other law or regulation applicable to the information.

International Performer Mandate

Terms & Conditions (continued)



7.2 The Performer acknowledges that in performing its obligations under the Mandate and in particular (but without limitation) in exercising the Rights, PPL may process Personal Data, and/or transfer it outside the European Economic Area 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 the Performer;
- (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 The Performer consents to PPL:

- (1) processing Personal Data supplied to it by the Performer,
- (2) transferring such Personal Data to any third party who provides a service to PPL or otherwise reasonably requires such Personal Data in connection with the subject matter of the Mandate in any country (including countries outside the European Economic Area); and
- (3) authorising those third parties to process such Personal Data.

7.4 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.

7.5 The Performer shall:

- (1) comply with any Applicable Data Protection Law;
- (2) ensure that his acts or omissions will not cause PPL to be in breach of any Applicable Data Protection Law;
- (3) obtain adequate consents from his employees and any other persons (including performers and producers) whose information is given at any time to PPL in connection with the recordings to which the Rights relate and/or the Mandate so as to enable PPL to process Personal Data in the manner contemplated by the Mandate, including for the transfer of Personal Data outside the European Economic Area.

7.6 The Performer warrants in relation to any Personal Data supplied to PPL that he has obtained and is authorised under any Applicable Data Protection Law to supply that data to PPL for the purposes of the Mandate and that he has obtained the consents referred to in Clause 7.5(3).

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. The Performer consents to such assignment and/or novation.

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

8.3 The Performer may not assign or novate the Mandate or sub-contract any of his 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 (including notice to terminate or vary the Mandate in accordance with Clause 6) shall be given or made in writing and sent by pre-paid first class post in the case of the

International Performer Mandate

Terms & Conditions (continued)



Performer to the address specified in the covering letter or to such other address as may have been duly notified to PPL. All notices to be given to PPL shall be sent by post to its registered office for the time being. No notices may be given by email.

- 9.3 Variation or amendment of the Appointment or these Terms can be made only in writing 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 the successors in title of the Performer and any permitted assigns.
- 9.6 Clauses 1, 4.2, 5.2 to 5.4, 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.