

# Bilateral Agreement concerning the Rights of independent Producers of Phonograms

The undersigned Parties:

## Phonographic Performance (Ireland) Company Limited by Guarantee (hereinafter called "PPI")

Whose registered office is at 63 Patrick Street, Dun Laoghaire, County Dublin, Ireland  
VAT number: IE 9F5363OU  
Tel. +353 1 2805977  
([www.ppi.ie](http://www.ppi.ie)); ([info@ppi.ie](mailto:info@ppi.ie))  
on the one hand

## Albanian Collecting and Administrating Society of the Rights of Phonogram and Videogram Producers (hereinafter called "Gramm-A"), represented by Romeo Koci, Executive Director.

Whose registered office is at Rruga "Ymer Kurti" pallati 8, H. nr.3 ,Ap.42, Njesia nr.5, Tirane, Albania  
VAT number: L82006452J  
Tel. +355692787014

E-mail: [info@gramm-a.com](mailto:info@gramm-a.com)  
Web: [www.gramm-a.com](http://www.gramm-a.com)  
on the other hand

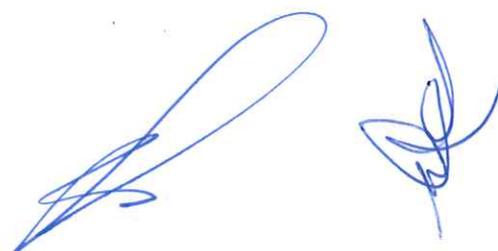
### Declare that

Whereas the Contracting Parties will co-operate in order to strengthen the producers' rights and ensure an effectively functioning international administration of such rights;

Whereas the proper administration of producers' rights requires that the Contracting Parties have set up an effective administration which enables the Contracting Parties to distribute individually among the producers the remuneration as much in proportion to the actual use of their protected phonograms as possible;

Whereas the sole purpose of this Agreement is to facilitate the payment of remuneration due to producers and hereby remedy difficulties arising for producers represented by the Contracting Parties;

Whereas the Contracting Parties are able to fully exchange remuneration to producers of their respective music licensing companies as from the execution of this Agreement;



Whereas the Contracting Parties shall make their best efforts to prevent problems in the relationship between the licensor and licensee of producers' rights;

The Contracting Parties have made the following **AGREEMENT**

**Article 1 - Territory of the Agreement**

1. This agreement covers the administration of producers' rights concerning the communication to the public of phonograms published for commercial purposes and the reproduction of such phonograms for subsequent use in communication to the public, including broadcasting, re-broadcasting, and public performance of phonograms.
2. PPI administers public performance, broadcasting and cable transmission rights and dubbing rights in order to exercise those rights.
3. Gramm-A administers public performance, broadcasting and cable transmission rights and dubbing rights in order to exercise those rights
4. PPI and Gramm-A are authorised by virtue of valid mandates and applicable laws to collect and distribute remuneration in respect of the producers' rights as mentioned in par. 1 respectively in Ireland and in Albania.

**Article 2 - Authorisation to administer**

1. PPI and Gramm-A have been directly authorised by their respective associated producers of phonograms, not having an office and/or a licensee in the territory of the other Party - hereafter called "members"- to represent their rights abroad and with a binding effect on their behalf to make arrangements for an exchange of remuneration with corresponding organisations abroad.
2. This Agreement only covers the above-mentioned members having given PPI and Gramm-a such a mandate.
3. In accordance to these mandates given by their members, the Contracting Parties authorise each other on a non-exclusive basis (if and insofar the Parties are not directly authorised to do so by virtue of the national law) to exercise and maintain the Producers' Rights and claims for which their respective members are entitled to in the territory of the other society.

**Article 3 - Exchange of information**

1. Once a year, before the end of July, the Contracting Parties shall provide each other with information in digital format (Excel file) as to which producers are covered by this Agreement and the labels and repertoire of these producers for whom they do hold the collection rights in the territory of the contracting Party.
2. Technical format used for the exchange shall be discussed between PPI and Gramm-A.

#### **Article 4 - Distribution and Transfer of Remuneration**

1. PPI and Gramm-A each undertake to exercise principles and procedures for collecting and distributing remuneration which is the same as those applied for their own members.
2. The net remuneration, which in accordance with the distribution rules of the paying party is allocated to members of the other Party, and which is not payable to another producer that is directly represented by the paying party, shall be exchanged between PPI and Gramm-A on an annual basis on or before the end of the month December in the year following the year of collection.
3. Members of PPI and Gramm-A respectively, who have received remuneration in accordance with this present Agreement, may not claim remuneration from the society of the other country directly.

#### **Article 5 - Payment of the beneficiaries**

1. The Contracting Parties will pay all monies received from the other Contracting Party under art. 4 to the named producers within a maximum time limit of twelve months starting on the date that the moneys were received. The origin of the distributed sums should thereby be mentioned.
2. The amount transferred and for which the payment address of the beneficiary cannot be identified or cannot be paid out to the producers for any other reason within twelve months, shall be returned to the society of collection.

#### **Article 6 - Administration costs**

1. Each Contracting Party may deduct from any Remuneration it receives from the other party reasonable costs it incurred to administer the distribution of such Remuneration ('Administration Fee'). The Administration Fees shall be applied in the same manner as administration cost made for the Contracting Party's own Members. Notwithstanding the foregoing, in no event will a Contracting Party apply a higher Administration Fee than the actual costs associated with distributions of Remuneration.

#### **Article 7 - Tax Withholdings**

1. Each Contracting Party may withhold taxes from any Remuneration transferred to the other Party as required by national law and in accordance with any applicable income tax treaty. However, each party shall use commercially reasonable efforts to provide the other Party with information on how the other party may avoid having taxes withheld from such Remuneration.

#### **Article 8 - Disputes Between Producers ('Double claims')**

1. Disputes between two or more record producers who are resident or principally based in the other Contracting Party's territory and which producers each claim an entitlement to the Producers' Right in the same territory for the same period are considered as Double Claim Disputes.

2. The Contracting Parties shall use reasonable endeavours to resolve any Double Claim Dispute in the following manner.
  - Contracting Party shall inform the producers involved in a double claim on airplay in the country of collection in writing about the Double Claim Dispute in which the producers are involved.
  - Producers involved in a double claim are requested to sort out the double claim mutually without interference of the Contracting Parties.
  - Each party shall calculate the financial value of the Producers' Right and freeze future payments of the Producers' Right.
  - Each party shall end the frozen future payments as above mentioned if a written confirmation by all relevant producers to the Double Claim Dispute is received that payment can be made and to whom or resolution of the Double Claim Dispute to the reasonable satisfaction of the relevant producers, whichever is earlier.
3. In the event that producers in dispute cannot reach agreement, each one of the Contracting Parties shall apply their own procedure. That is, if the dispute is in connection with rights generated in Albania, the procedure to be applied shall be Gramm-A regulations. If the dispute is in connection with rights generated in Ireland, the procedure to be applied shall be PPI's regulations.

#### **Article 9 - Control Procedures**

1. With reference to the Control Procedures, each Contracting Party shall apply the provisions of the controlled Party's Articles of Association, or otherwise applicable regulations or law.
2. The Contracting Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of this Agreement.

#### **Article 10 - Settlement of disputes between the Contracting Parties/Applicable Law**

1. The Contracting parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.
2. Such disputes shall be settled, first and foremost, by negotiation upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the dispute shall be submitted to and governed by the law and courts of the defendant's territory.

#### **Article 11 - Force Majeure and hardship**

1. If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with art. 10. The parties will renegotiate this Agreement in good faith in order to take into account the changes that took place.

### **Article 12 - Non-transferability of the Agreement**

1. Neither of the Contracting Parties shall have the right to assign all or parts of this Agreement to any third party whatsoever without the written consent of the other Contracting Party.

### **Article 13 - Duration and termination**

1. This Agreement enters into effect immediately upon duly signatures of the two parties.
2. This Agreement shall remain in force until notice of termination has been made in writing by either Party no later than six (6) months before the expiration of a calendar year.
3. Each party shall have the right to terminate this agreement forthwith in the event that:-
  - the other party is unable to pay its debts, ceases to trade, becomes insolvent pursuant to the laws of any jurisdiction, is dissolved, liquidated or wound up, or has a receiver administrator or examiner appointed, or
  - if there is a breach of this agreement that is not capable of remedy.
  - Each party shall have the right to terminate this agreement upon twenty one days written notice to the other party if there is a breach of this agreement which is capable of remedy, and which is not remedied within twenty one days of such notice being given.

### **Article 14 – Confidentiality**

1. Both parties owe each other a duty of confidentiality and may only use the data exchanged pursuant to this Agreement in furtherance of this agreement and for no other purpose.

### **Article 15 – Data Protection**

- 1 Both parties shall ensure that in performing its obligations under this Agreement that it complies with Data Protection Legislation and shall establish and maintain all reasonable technical and organizational measures against unauthorised loss or unlawful processing of Personal Data and against accidental loss of, destruction of, or damage to, personal data.
- 2 Each party shall be responsible for obtaining any necessary consent for the collection and use of any personal data that it transfers to the other contracting party.

### **Article 16 – Warranties and Indemnities**

1. Both parties hereby warrant and represent that:-
  - They have the right to administer the Rights in their own territories.

- Are legally able and authorized to enter into this Agreement and to comply with their obligations thereunder.
- Will notify the other promptly of any change in relation to the Rights in the Repertoire.
- Each of the parties hereby agrees to indemnify and hold the other harmless in respect of any claims, damages, awards or expenses or other losses incurred by the other as a result of any breach of its warranties or obligations under this agreement including but without limitation in respect of any claims made against the other by any person who receives or is due monies from it and which has been paid to the other pursuant to this agreement.

#### **Article 17 – Rights Reserved**

1. All rights which are owned or controlled by either party and which have not been specifically granted to the other hereunder are hereby expressly reserved.

#### **Article 18 – Entire Agreement**

1. This agreement supersedes all prior agreements and arrangements and embodies the entire understanding and all the terms agreed between the parties.

#### **Article 19 - Variation**

1. This Agreement shall be capable of being varied only by a written document signed by a duly authorised officer or other representative of each of the parties.

#### **Article 20 – Notices**

1. Any notices and other communications between the parties shall be in writing and shall be delivered by hand or sent by courier or registered post or by email addressed as follows:-
  - If to Gramm-A: Romeo Koci Executive Director [info@gramm-a.com](mailto:info@gramm-a.com) address: Rruga "Ymer Kurti" pallati 8, hr.3, H. Nr 3 ap 42, Njesia nr. 5, Tirane, Albania.
  - If to PPI: Joe Fitzpatrick, Head of Finance [Joe@ppimusic.ie](mailto:Joe@ppimusic.ie) and Luke Griffin, Distributions Manager, [luke@ppimusic.ie](mailto:luke@ppimusic.ie) both of 63 Patrick Street, Dun Laoghaire County Dublin.

Or to such other addresses as may be designated by such party from time to time by notice as aforesaid.

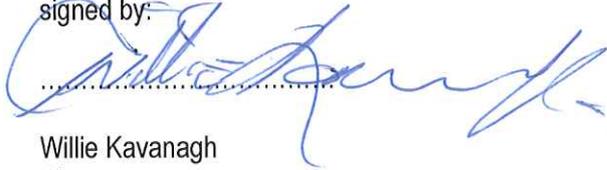
Anything mailed shall be presumed to have been received five business days after it was mailed or at the time recorded by the delivery service. Anything sent by courier shall be presumed to have been received at the time recorded by the delivery service. Anything sent by email shall be presumed to have been received on the day it was transmitted or on the next business day if sent on a holiday or weekend.

Duly authorised for and on behalf of:

**PHONOGRAPHIC PERFORMANCE  
(IRELAND) CLG**

Dublin, 26.02.2021

signed by:



Willie Kavanagh  
Director

**GRAMM-A**

Tirane, 10/03/2021

signed by:



**Bilateral Agreement for non-represented producers/rights holders**  
**SCPP- PPI**

**The undersigned Parties:**

**Société Civile des Producteurs Phonographiques** (hereinafter called **SCPP**) whose registered office is at 14 Boulevard du Général Leclerc, 92527 Neuilly-sur-Seine Cedex, FRANCE - Phone:+33 (0) 1 41 43 03 03, Fax: +33 (0) 1 41 43 03 26  
on the one hand

and **Phonographic Performance (Ireland) Company Limited by Guarantee** (hereinafter called **PPI**) whose registered office is at 63 Patrick Street, Dun Laoghaire, Co. Dublin, IRELAND - Phone: + 353 1 280 5977

on the other hand

**Declare that**

Whereas the Contracting Parties are mandated by their local members or right holders to manage and collect either exclusive rights or rights to remuneration granted to producers of phonograms for some use of their phonograms,

Some of members/right holders of each Contracting Parties are represented at the other Contracting Party by a member/right holder of the other Contracting Party, for all or a part of their repertoire,

Some of members/right holders of each Contracting Parties are not represented or not anymore represented by a member/right holder of the other Contracting Party, for all or a part of their repertoire,

These members/right holders have mandated their respective Contracting Party to enter into bilateral agreements with similar foreign organisations to collect revenues arising from some use of their phonograms in the other's territory,

Whereas the sole purpose of this Agreement is to enable each Contracting Party to represent these non represented producers at the other Contracting Party in order that the remunerations due to their respective members/right holders can be collected from the other Contracting Party and subsequently distributed to them,

Whereas the proper administration of producers' rights requires that the Contracting Parties have set up an effective administration which enables the Contracting Parties to distribute individually among the producers the remuneration as much in proportion to the actual use of their protected phonograms as possible,

Whereas the Contracting Parties are able to effect full exchange of individual remuneration to the producers of the respective societies as from the entering into force of this Agreement,  
The Contracting Parties have made the following:

Bilateral Agreement for non represented producers/rights holder  
13/03/2020  
SCPP/PPI

Initial below

	
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### **Article 1 – Rights covered by the Agreement**

This Agreement covers the administration of producers' rights for such use of phonograms listed in Schedule A.

### **Article 2 - Territories**

On behalf of the producers of phonograms, SSCP and PPI are in accordance to their regulations and declarations of membership authorised to collect and distribute remuneration in respect of the producers' rights as mentioned in article 1 respectively in France, including DROM COM and Monaco (SCPP's territory) and in the Republic of Ireland (PPI's territory).

### **Article 3 – Authorisation to administer**

1. SSCP and PPI have been directly and exclusively authorised by their respective associated producers of phonograms, not having an office and/or a licensee in the territory of the other Party for all or a part of their repertoire, hereafter called "members", to represent their rights abroad and with a binding effect on their behalf to make arrangements for an exchange of remuneration with corresponding organisations abroad.
2. This Agreement only covers the above mentioned members having given such Contracting Party respectively such a mandate.
3. In accordance to these mandates given by their members the Contracting Parties grant each other (if and insofar the Parties are not directly authorised to do so by virtue of the national law) to the exclusion of any other and of themselves to exercise and maintain the Producers' Rights and claims their respective members are entitled to in the territory of the other society.
4. However, because of the existence in France of 2 collecting societies for the rights of producers of phonograms (SCPP and SPPF), PPI shall not be prevented to assign a similar mandate to SPPF. PPI shall not discriminate in any way SSCP from SPPF and reciprocally in the information supplied to its members for their choice of either society.

### **Article 4 – Repertoire**

Subject to the provisions of Article 6,

1. Each Contracting Party shall declare to the other Contracting Party the repertoire of its members not represented by the members or right holders of the other Contracting Party.
2. Each Contracting Party shall be free to declare all of the above repertoire or selected parts of it.

3. Each Contracting Party shall declare its additional repertoire to the other Contracting Party at least once every 6 months and preferably once every 3 months.

**Article 5 – Status of right holder of each Contracting Party at the other Contracting Party**

Although not a member of the other Contracting Party, each Contracting Party shall be considered as a right holder of the other Contracting Party regarding the administration of the repertoire mentioned at article 4.

Consequently, the following shall apply:

1. The calculation of the remunerations due for the repertoire of the other Contracting Party shall be made by each Contracting Party at the same time and using the same rules as those used by each Contracting Party for its own right holders.
2. The distribution and the payment of the remunerations due for the repertoire of the members of the other Contracting Party shall be made at the same time and using the same rules as those used by the Contracting Party for its own right holders. This shall apply to remunerations not yet distributed by each society as well as to remunerations distributed and for which the effective distribution is pending because of a lack of identification of the right holder.
3. Each Contracting Party shall deduct from the remuneration due to the Contracting Party its administration costs in the same manner and for the same amount as those deducted by each Contracting Party for its own rights holders.
4. Each Contracting Party shall make available to the other Contracting Party the information on unidentified tracks included in usage reports in the same form and at the same time it is made available to its own rights holders.
5. Members of SCPP and PPI respectively, who have received remuneration in accordance to this present Agreement, are not positioned to claim otherwise.

**Article 6 - Exchange of data**

The Contracting Parties shall exchange the information necessary for the proper implementation of this Agreement in a format to be discussed and agreed and where possible using the following standardized file formats or the relevant message of the DDEX MLC message suite:

- Declaration of tracks – Schedule B
- Declaration of revenues – Schedule C

### **Article 7 – Data Protection**

1. Each Contracting Party shall ensure that in performing its obligations under this Agreement, it complies with the provisions and obligations imposed on it by legislation in force from time to time or any data protection legislation.
2. Each Contracting Party shall establish and maintain all reasonable technical and organisational measures against unauthorised loss or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Such measures shall ensure a level of security appropriate to the harm that might result from a data protection event and the nature of the personal data, having regard to the state of technological development and the cost of implementing the measures.
3. Each Contracting Party will be responsible for obtaining any necessary consents for the collection and use of any personal data that it transfers to the other Contracting Party.

### **Article 8 - Withholding tax**

Each Contracting Party may withhold taxes from any Remuneration transferred to the other party as required by national law and in accordance with any applicable income tax treaty however if applicable, the Contracting Parties shall make their best efforts to implement the procedures necessary to avoid or limit the possible taxation in their country of the remunerations due to the other Contracting Party, under the provisions of the tax treaties between their respective countries.

### **Article 9- Disputes between producers**

1. Each Contracting Parties shall notify the other within a reasonable time ~~28~~ days of any disputes or potential disputes which come to its notice between two or more record producers of which at least one is resident or principally based in the other Contracting Party's territory and which producers each claim an entitlement to the Producers' Right in the same territory (being one or both of the Contracting Parties' respective territories) for the same period ("Producer Dispute").
2. The Contracting Parties shall use reasonable endeavours to resolve any Producer Dispute in the following manner:
  - reasonably it shall seek details in writing of the nature of the Producer Dispute from the relevant producers resident and principally based in its territory and from relevant members,
  - it shall calculate the financial value of the Producers' Right for the relevant period,
  - it shall freeze relevant future payments of the Producers' right pending either prior written confirmation by all relevant producers to the Producer Dispute that payment can be made and to whom or resolution of the Producer Dispute to the reasonable satisfaction of the relevant producers, whichever is earlier,

- it shall pass all relevant documentation, including documentation as to title to the Producers' right, to the other Contracting Party for communication to the relevant producers resident or principally based in that territory with the prior written consent of both the relevant producers resident or principally based in its territory and of any relevant number wherever based or resident to whom a duty of confidentiality is owed,
- In the event that the producers in dispute cannot reach agreement, each one of the Contracting Parties shall apply their own procedure. That is if the dispute is in connection with rights generated in SCCP Territory the procedure to be applied shall be SCCP regulations. If the dispute is in connection with rights generated in PPI Territory, the procedure to be applied shall be PPI's regulations.

#### **Article 10 - Settlement of disputes between the Contracting Parties/ Applicable Law**

1. The Contracting parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.
2. Such disputes shall be settled, first and foremost, by arbitration upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the said dispute shall be submitted to and governed by the law of the Defendant's court of venue.

#### **Article 11 - Force Majeure and hardship**

If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with article 10. The parties will renegotiate this Agreement in good faith in order to take into account the changes that have occurred.

#### **Article 12 - Non-transferability of this Agreement**

Neither of the Contracting Parties shall have the right to assign all or parts of this Agreement to any third party whatsoever without the written consent of the other Party.

#### **Article 13 - Duration and termination**

1. This Agreement enters into effect immediately upon duly signatures of the two parties.
2. This Agreement shall remain in force until notice of termination has been made in writing by either Party no later than three (3) months before the expiration of a calendar year.
3. Each party shall have the right to terminate this Agreement forthwith in the event that:
  - 3.1 the other party is unable to pay its debts, ceases to trade, becomes insolvent pursuant to the laws of any jurisdiction, is dissolved, liquidated or wound up, or has a receiver administrator or examiner appointed, or
  - 3.2 if there is a breach of this Agreement that is not capable of remedy
4. Each party shall have the right to terminate this Agreement upon twenty one days written notice to the other party if there is a breach of this Agreement which is capable of remedy, and which is not remedied within twenty one days of such notice being given.

	
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### **Article 14 – Confidentiality**

Both parties owe each other a duty of confidentiality and may only use the data exchanged pursuant to this Agreement in furtherance of this Agreement and for no other purpose

### **Article 15 – Warranties and Indemnities**

Both parties hereby warrant and represent that:

- They have the right to administer the Rights in their own territories.
- Are legally able and authorized to enter into this Agreement and to comply with their obligations thereunder.
- Will notify the other promptly of any change in relation to the Rights in the Repertoire.
- Each of the parties hereby agrees to indemnify and hold the other harmless in respect of any claims, damages, awards or expenses or other losses incurred by the other as a result of any breach of its warranties or obligations under this agreement including but without limitation in respect of any claims made against the other by any person who receives or is due monies from it and which has been paid to the other pursuant to this agreement.

### **Article 16 – Rights Reserved**

All rights which are owned or controlled by either party and which have not been specifically granted to the other hereunder are hereby expressly reserved.

### **Article 17 – Entire Agreement**

This agreement supersedes all prior agreements and arrangements and embodies the entire understanding and all the terms agreed between the parties.

### **Article 18 - Variation**

This Agreement shall be capable of being varied only by a written document signed by a duly authorised officer or other representative of each of the parties.

### **Article 19 – Notices**

Any notices and other communications between the parties shall be in writing and shall be delivered by hand or sent by courier or registered post or by email addressed as follows:

- If to SCPP: Marc Guez, Managing Director, [Marc.guez@scpp.fr](mailto:Marc.guez@scpp.fr).
- If to PPI: Joe Fitzpatrick, Head of Finance [Joe@ppimusic.ie](mailto:Joe@ppimusic.ie) and Luke Griffin, Distributions Manager, [luke@ppimusic.ie](mailto:luke@ppimusic.ie) both of 63 Patrick Street, Dun Laoghaire County Dublin.

Or to such other addresses as may be designated by such party from time to time by notice as aforesaid.

Anything mailed shall be presumed to have been received five business days after it was mailed or at the time recorded by the delivery service. Anything sent by courier shall be presumed to have been received at the time recorded by the delivery service. Anything sent by email shall be presumed to have been received on the day it was transmitted or on the next business day if sent on a holiday or weekend.

Duly authorised for and on behalf of:

Neuilly, .....2020

PPI  
signed by:  
Dennis Woods  
Chairman



SCPP  
signed by  
Marc GUEZ  
Managing Director

## SCHEDULE A

### USES OF PHONOGRAMS COVERED BY THE AGREEMENT

#### **Rights exercised by PPI:**

Public Performance  
Broadcasting  
Cable Transmission  
Dubbing for the purpose of the above.  
Simulcasting  
Non-Interactive Webcasting

#### **Rights exercised by SCPP:**

Broadcasting  
Public Performance  
Dubbing for broadcast and public performance  
Simulcasting  
Private copying  
Non interactive webcasting  
Semi interactive webcasting  
Podcasting

	
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## SCHEDULE B

### DECLARATION OF TRACKS FILE FORMAT (Xml)

Items	Optional	Length	Format	Multi-items
Declaring Collecting Society ID	N	4	cf Table 4	
Declaring Collecting Society Name	N	60		
Receiving Collecting Society ID	Y	4	cf Table 4	
Receiving Collecting Society Name	Y	60		
Track ID (at declaring society)	N	14		
Track ID (at receiving society)	Y	14		
Track title	N	60		
Producer name	N	60		
Name of Main Artist/Group	N	40		Y
First name of the main artist	Y	40		Y
ISRC	Y	12		
Duration of the track (seconds)	N	6		
Date of the beginning of the management	N	8	YYYY/MM/DD	
Date of the end of the management	Y	8	YYYY/MM/DD	
Country of recording	N	4	cf table 2	
Country of original producer	N	4	cf table 2	
Country of first publication	Y	4	cf table 2	
Year of recording	N	4	YYYY	
Year of first release	N	4	YYYY	
Composer (Classical only)	Y	60		
Repertoire owner/right holder	N	60		
Bar code	Y	13	Number	Y
Catalogue number	Y	15		Y
Label of release	Y	40		Y
Type of carriers	N	3	cf table 5	Y
Number of tracks by carriers	N	4		Y
Type of use	N	3	cf table 1	
Territory of rights	N	4	cf table 2	Y
Percentage of rights ownership claimed	N	3	Number	

Dm	
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## SCHEDULE C

### DECLARATION OF REVENUES FILE FORMAT (Xml)

Items	Optional	Length	Format
Declaring Collecting Society ID	N	4	cf Table 4
Declaring Collecting Society Name	N	60	
Receiving Collecting Society ID	N	4	
Receiving Collecting Society Name	N	60	
Track ID (at declaring society)	N	14	
Track ID (at receiving society)	Y	14	
Track title	N	60	
Name of Main Artist/group	N	60	
First name of the main artist	Y	40	
ISRC	Y	12	
Period of use	N	4	YYYY
Territory of use	N	4	cf table 2
Type of use	N	3	cf table 1
Scope of rights	N	2	cf table 7
Name of the users or Type of users	Y	40	
Unity of use	Y	12	
Type of unity	Y	2	cf Table 3
Credit or debit	N	1	C/D
Currency	N	3	cf Table 6
Gross amount	N	12	
Administration fees	Y	12	
Net amount before withholding tax	Y	12	
Withholding tax	Y	12	
Net amount paid	Y	12	

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**TABLE 1 : TYPE OF USE - CODES**

Broadcasting	1
Public performance	2
Private copying	3
Music on hold - Dubbing	4
Music on hold - Performance	5
Telephone listening services	6
Mobile telephone message service	7
Use with live performances	8
Extracts for Internet	9
Interactive listening posts	10
Dubbing for TV	11
Dubbing for public performance	12
Dubbing for advertising	13
Reproduction for sale	14
Dubbing for movies	15
Downloading	16

**TABLE 2 : COUNTRY TABLE (ISO 3166- numerical)**

Code	
0004	AFGHANISTAN
0710	AFRIQUE DU SUD
0008	ALBANIE
0012	ALGERIE
0276	ALLEMAGNE
0020	ANDORRE
0024	ANGOLA
0660	ANGUILLA
0010	ANTARCTIQUE
0028	ANTIGUA-ET-BARBUDA
0532	ANTILLES HOLLANDAISES
0530	ANTILLES NEERLANDAISES
0682	ARABIE SAOUDITE
0032	ARGENTINE
0051	ARMENIE
0533	ARUBA
0036	AUSTRALIE
0040	AUTRICHE
0031	AZERBAIDJAN
0044	BAHAMAS
0048	BAHREIN
0050	BANGLADESH
0052	BARBADE

	
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0112	BELARUS
0056	BELGIQUE
0084	BELIZE
0204	BENIN
0060	BERMUDES
0064	BHOUTAN
0068	BOLIVIE
0070	BOSNIE-HERZEGOVINE
0072	BOTSWANA
0076	BRESIL
0096	BRUNEI DARUSSALAM
0100	BULGARIE

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**TABLE 3 : TYPE OF UNITY**

Code

1	Duration of broadcast
2	Number of broadcasts
3	Duration of reproduction
4	Number of reproductions
5	Duration of listening
6	Number of listening

**TABLE 4 : COLLECTING SOCIETY ID**

Code

1	GVL
2	PPL
3	SCPP
4	SENA
5	GRAMEX FINLAND
6	IFPI SVENSKA GRUPPEN
7	GRAMMO
8	SOPROQ
9	SCF
10	BUNDESVERBAND MUSIK INDUSTRIE
11	JAMMS
12	UMA
13	RPA
14	OFPS
15	SIMIM
	..... (to be expanded) .....

	
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<b>TABLE 5: TYPE OF CARRIER</b>		
Code	Carrier	Format
C5V	CDV Laserdisk	5 inch/~6 Min./4 W!8 Frag.
C8V	CD Video 16 cm 8P	8 inch/140 ~fin.,'999 W/999 Frag.
CAV	CD Audio / Video	12 inch/999 Min./999 W/999 Frag.
CD	Compact Disc	5 inch/80 Min./18 W/30 Frag.
CD5	Compact Disc Single	5 inch/20 Min./4 W/12 Frag.
CDI	CD-Interaktiv	999 Min./999 W/999 Frag.
CDR	CD-ROM	999 Min./999 W/999 Frag.
CDS	Compact Disc Single	3 inch 8 Min./2 W/6 Frag.
CVP	CD Video 30 cm 12p	12 inch 999 Min./999 W/999 Frag.
DC1	DCC Digital Compact Cass.	80 Min./18 W/30 Frag.
DMC	MusiCassette	120 Min./32 W/56 Frag.
DS	Disco / Maxi single	45T 12 inch/16 Min./4 W/12 Frag.
DVD	DVD video / DVD audio	5 inch
EP	EP Extended Play	45T 7 inch 16 Min./4 W/12 Frag.
EPM	EP	33T 7 inch20 Min./6 W/18 Frag.
LP	LP	33T 12 inch/60 Min./16 W/28 Frag.
MC	MusiCassette	60 Min./16 W/28 Frag.
MD1	MiniDisc	3 inch/80 Min./18 W/30 Frag.
MLP	Mini LP	33T 12 inch/30 Min./10 W/24 Frag.
MMC	Maxi MusiCassette	16 Min./4 W/12 Frag.
MTP	Magnetic Tape	
RCD	Maxi CD Remix	40 Min./8 W/16 Frag.
RDS	Maxi Single Remix	40 Min./8 W/16 Frag.
S	Single	45T 7 inch/8 Min./2 W/6 Frag.
SMC	Single MusiCassette	8 Min./2 W/6 Frag.
VB	Video Tape	240 Min./24 W/42 Frag.

**TABLE 6 : CURRENCY (ISO 4217)**

Euro	EUR
Pound sterling	GBP
...	

**TABLE 7 : SCOPE OF RIGHTS**

Code	
1	Producers only income
2	Producers and performers income
3	Financial income
4	Indemnity income
5	Performers only income

DN	
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## **Bilateral Agreement concerning the Rights of independent Producers of Phonograms**

The undersigned Parties:

### **SCF S.r.l. (hereinafter called 'SCF')**

Whose registered office is at Via Leone XIII, 14 – 20145 Milano, Italy  
VAT number: 12925820156  
Tel. +39 02 46547520; Fax +39 02 46547500;  
[www.scfitalia.it](http://www.scfitalia.it); [info@scfitalia.it](mailto:info@scfitalia.it)

on the one hand

and

### **Phonographic Performance (Ireland) Company Limited by Guarantee (hereinafter called "PPI")**

Whose registered office is at 63 Patrick Street, Dun Laoghaire, County Dublin, Ireland  
VAT number: IE 9F5363OU  
Tel. +353 1 2805977  
([www.ppi.ie](http://www.ppi.ie)); ([info@ppi.ie](mailto:info@ppi.ie))  
on the other hand

### **Declare that**

Whereas the Contracting Parties will co-operate in order to strengthen the producers' rights and ensure an effectively functioning international administration of such rights;

Whereas the proper administration of producers' rights requires that the Contracting Parties have set up an effective administration which enables the Contracting Parties to distribute individually among the producers the remuneration as much in proportion to the actual use of their protected phonograms as possible;

Whereas the sole purpose of this Agreement is to facilitate the payment of remuneration due to producers and hereby remedy difficulties arising for producers represented by the Contracting Parties;

Whereas the Contracting Parties are able to fully exchange remuneration to producers of their respective music licensing companies as from the execution of this Agreement;

Whereas the Contracting Parties shall make their best efforts to prevent problems in the relationship between the licensor and licensee of producers' rights;

The Contracting Parties have made the following **AGREEMENT**

#### **Article 1 - Territory of the Agreement**

1. This agreement covers the administration of producers' rights concerning the communication to the public of phonograms published for commercial purposes and the reproduction of such phonograms for subsequent use in communication to the public, including broadcasting, re-broadcasting, and public performance of phonograms.
2. PPI administers public performance, broadcasting and cable transmission rights and dubbing rights in order to exercise those rights.
3. SCF administers public performance, broadcasting, and reproduction rights functional to the management of the before mentioned rights, making available rights and private copyright rights.
4. SCF and PPI are authorised by virtue of valid mandates and applicable laws to collect and distribute remuneration in respect of the producers' rights as mentioned in par. 1 respectively in ITALY and in Ireland

#### **Article 2 - Authorisation to administer**

1. SCF and PPI have been directly authorised by their respective associated producers of phonograms, not having an office and/or a licensee in the territory of the other Party - hereafter called "members"- to represent their rights abroad and with a binding effect on their behalf to make arrangements for an exchange of remuneration with corresponding organisations abroad.
2. This Agreement only covers the above-mentioned members having given SCF and PPI such a mandate.
3. In accordance to these mandates given by their members, the Contracting Parties authorise each other on a non-exclusive basis (if and insofar the Parties are not directly authorised to do so by virtue of the national law) to exercise and maintain the Producers' Rights and claims for which their respective members are entitled to in the territory of the other society.

#### **Article 3 - Exchange of information**

1. Once a year, before the end of August , the Contracting Parties shall provide each other with information in digital format (Excel file) as to which producers are covered by this Agreement and the labels and repertoire of these producers for whom they do hold the collection rights in the territory of the contracting Party.
2. Technical format used for the exchange shall be discussed between SCF and PPI

#### **Article 4 - Distribution and Transfer of Remuneration**

1. SCF and PPI each undertake to exercise principles and procedures for collecting and distributing remuneration which is the same as those applied for their own members.
2. The net remuneration, which in accordance with the distribution rules of the paying party is allocated to members of the other Party, and which is not payable to another producer that is directly represented by the paying party, shall be exchanged between SCF and PPI on an annual basis on or before the end of the month December in the year following the year of collection.
3. Members of SCF and PPI respectively, who have received remuneration in accordance with this present Agreement, may not claim remuneration from the society of the other country directly.

#### **Article 5 - Payment of the beneficiaries**

1. The Contracting Parties will pay all monies received from the other Contracting Party under art. 4 to the named producers within a maximum time limit of twelve months starting on the date that the moneys were received. The origin of the distributed sums should thereby be mentioned.
2. The amount transferred and for which the payment address of the beneficiary cannot be identified or cannot be paid out to the producers for any other reason within twelve months, shall be returned to the society of collection.

#### **Article 6 - Administration costs**

1. Each Contracting Party may deduct from any Remuneration it receives from the other party reasonable costs it incurred to administer the distribution of such Remuneration ('Administration Fee'). The Administration Fees shall be applied in the same manner as administration cost made for the Contracting Party's own Members. Notwithstanding the foregoing, in no event will a Contracting Party apply a higher Administration Fee than the actual costs associated with distributions of Remuneration.

#### **Article 7 - Tax Withholdings**

1. Each Contracting Party may withhold taxes from any Remuneration transferred to the other Party as required by national law and in accordance with any applicable income tax treaty. However, each party shall use commercially reasonable efforts to provide the other Party with information on how the other party may avoid having taxes withheld from such Remuneration.

#### **Article 8 - Disputes Between Producers ('Double claims')**

1. Disputes between two or more record producers who are resident or principally based in the other Contracting Party's territory and which producers each claim an entitlement to the Producers' Right in the same territory for the same period are considered as Double Claim Disputes.

2. The Contracting Parties shall use reasonable endeavours to resolve any Double Claim Dispute in the following manner.
  - Contracting Party shall inform the producers involved in a double claim on airplay in the country of collection in writing about the Double Claim Dispute in which the producers are involved.
  - Producers involved in a double claim are requested to sort out the double claim mutually without interference of the Contracting Parties.
  - Each party shall calculate the financial value of the Producers' Right and freeze future payments of the Producers' Right.
  - Each party shall end the frozen future payments as above mentioned if a written confirmation by all relevant producers to the Double Claim Dispute is received that payment can be made and to whom or resolution of the Double Claim Dispute to the reasonable satisfaction of the relevant producers, whichever is earlier.
3. In the event that producers in dispute cannot reach agreement, each one of the Contracting Parties shall apply their own procedure. That is, if the dispute is in connection with r rights generated in Italy, the procedure to be applied shall be SCF regulations. If the dispute is in connection with rights generated in Ireland, the procedure to be applied shall be PPI's regulations.

#### **Article 9 - Control Procedures**

1. With reference to the Control Procedures, each Contracting Party shall apply the provisions of the controlled Party's Articles of Association, or otherwise applicable regulations or law.
2. The Contracting Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of this Agreement.

#### **Article 10 - Settlement of disputes between the Contracting Parties/Applicable Law**

1. The Contracting parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.
2. Such disputes shall be settled, first and foremost, by negotiation upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the dispute shall be submitted to and governed by the law and courts of the defendant's territory.

#### **Article 11 - Force Majeure and hardship**

1. If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with art. 10. The parties will renegotiate this Agreement in good faith in order to take into account the changes that took place.

#### **Article 12 - Non-transferability of the Agreement**

1. Neither of the Contracting Parties shall have the right to assign all or parts of this Agreement to any third party whatsoever without the written consent of the other Contracting Party.

#### **Article 13 - Duration and termination**

1. This Agreement enters into effect immediately upon duly signatures of the two parties.
2. This Agreement shall remain in force until notice of termination has been made in writing by either Party no later than six (6) months before the expiration of a calendar year.
3. Each party shall have the right to terminate this agreement forthwith in the event that:-
  - the other party is unable to pay its debts, ceases to trade, becomes insolvent pursuant to the laws of any jurisdiction, is dissolved, liquidated or wound up, or has a receiver administrator or examiner appointed, or
  - if there is a breach of this agreement that is not capable of remedy.
  - Each party shall have the right to terminate this agreement upon twenty one days written notice to the other party if there is a breach of this agreement which is capable of remedy, and which is not remedied within twenty one days of such notice being given.

#### **Article 14 – Confidentiality**

1. Both parties owe each other a duty of confidentiality and may only use the data exchanged pursuant to this Agreement in furtherance of this agreement and for no other purpose.

#### **Article 15 – Data Protection**

- 1 Both parties shall ensure that in performing its obligations under this Agreement that it complies with Data Protection Legislation and shall establish and maintain all reasonable technical and organizational measures against unauthorised loss or unlawful processing of Personal Data and against accidental loss of, destruction of, or damage to, personal data.
- 2 Each party shall be responsible for obtaining any necessary consent for the collection and use of any personal data that it transfers to the other contracting party.

#### **Article 16 – Warranties and Indemnities**

1. Both parties hereby warrant and represent that:-
  - They have the right to administer the Rights in their own territories.
  - Are legally able and authorized to enter into this Agreement and to comply with their obligations thereunder.

- Will notify the other promptly of any change in relation to the Rights in the Repertoire.
- Each of the parties hereby agrees to indemnify and hold the other harmless in respect of any claims, damages, awards or expenses or other losses incurred by the other as a result of any breach of its warranties or obligations under this agreement including but without limitation in respect of any claims made against the other by any person who receives or is due monies from it and which has been paid to the other pursuant to this agreement.

#### **Article 17 – Rights Reserved**

1. All rights which are owned or controlled by either party and which have not been specifically granted to the other hereunder are hereby expressly reserved.

#### **Article 18 – Entire Agreement**

1. This agreement supersedes all prior agreements and arrangements and embodies the entire understanding and all the terms agreed between the parties.

#### **Article 19 - Variation**

1. This Agreement shall be capable of being varied only by a written document signed by a duly authorised officer or other representative of each of the parties.

#### **Article 20 – Notices**

1. Any notices and other communications between the parties shall be in writing and shall be delivered by hand or sent by courier or registered post or by email addressed as follows:-
  - If to SCF: Enzo Mazza, Chaiman, [enzo.mazza@scfitalia.it](mailto:enzo.mazza@scfitalia.it) , Via Leone XIII n.14, 20145 Milan - Italy
  - If to PPI: Joe Fitzpatrick, Head of Finance [Joe@ppimusic.ie](mailto:Joe@ppimusic.ie) and Luke Griffin, Distributions Manager, [luke@ppimusic.ie](mailto:luke@ppimusic.ie) both of 63 Patrick Street, Dun Laoghaire County Dublin.

Or to such other addresses as may be designated by such party from time to time by notice as aforesaid.

Anything mailed shall be presumed to have been received five business days after it was mailed or at the time recorded by the delivery service. Anything sent by courier shall be presumed to have been received at the time recorded by the delivery service. Anything sent by email shall be presumed to have been received on the day it was transmitted or on the next business day if sent on a holiday or weekend.

Duly authorised for and on behalf of:

Mila  
Dublin (Date)

26th June 2018

Milan, 26/6/2018

SCF S.r.l.

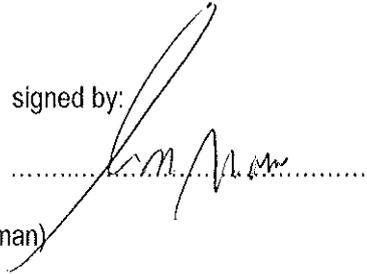
signed by:



(Chairman) DIRECTOR

Helmut

signed by:



(Chairman)



## Bilateral Agreement concerning the Rights of independent Producers of Phonograms

The undersigned Parties:



**AGEDI ENTIDAD DE GESTION DE DERECHOS DE PROPIEDAD INTELECTUAL  
(hereinafter called 'AGEDI')**

Whose registered office is at calle María de Molina 39, 28006 Madrid, Spain  
VAT number: ESG79070520  
Tel. +34 91 417 04 70; Fax +34 91 556 92 72;  
[agedi@agedi.es & www.agedi.es]  
on the one hand

and

**Phonographic Performance (Ireland) Company Limited by Guarantee (hereinafter  
called "PPI")**

Whose registered office is at 63 Patrick Street, Dun Laoghaire, County Dublin, Ireland  
VAT number: IE 9F5363OU  
Tel. +353 1 2805977  
(www.ppi.ie); (info@ppi.ie)  
on the other hand

### **Declare that**

Whereas the Contracting Parties will co-operate in order to strengthen the producers' rights  
and ensure an effectively functioning international administration of such rights;

Whereas the proper administration of producers' rights requires that the Contracting Parties have set up  
an effective administration which enables the Contracting Parties to distribute individually among the  
producers the remuneration as much in proportion to the actual use of their protected phonograms as  
possible;

Whereas the sole purpose of this Agreement is to facilitate the payment of remuneration due to producers  
and hereby remedy difficulties arising for producers represented by the Contracting Parties;

Whereas the Contracting Parties are able to fully exchange remuneration to producers of their respective  
music licensing companies as from the execution of this Agreement;

Whereas the Contracting Parties shall make their best efforts to prevent problems in the relationship  
between the licensor and licensee of producers' rights;

A

The Contracting Parties have made the following **AGREEMENT**

### **Article 1 - Territory of the Agreement**

1. This agreement covers the administration of producers' rights concerning the communication to the public of phonograms published for commercial purposes and the reproduction of such phonograms for subsequent use in communication to the public, including broadcasting, re-broadcasting, and public performance of phonograms.
2. PPI administers public performance, broadcasting and cable transmission rights and dubbing rights in order to exercise those rights.
3. AGEDI administers public performance, broadcasting and cable transmission rights and dubbing rights in order to exercise those rights.
4. AGEDI and PPI are authorised by virtue of valid mandates and applicable laws to collect and distribute remuneration in respect of the producers' rights as mentioned in par. 1 respectively in Spain and in Ireland

### **Article 2 - Authorisation to administer**

1. AGEDI and PPI have been directly authorised by their respective associated producers of phonograms, not having an office and/or a licensee in the territory of the other Party - hereafter called "members"- to represent their rights abroad and with a binding effect on their behalf to make arrangements for an exchange of remuneration with corresponding organisations abroad.
2. This Agreement only covers the above-mentioned members having given AGEDI and PPI such a mandate.
3. In accordance to these mandates given by their members, the Contracting Parties authorise each other on a non-exclusive basis (if and insofar the Parties are not directly authorised to do so by virtue of the national law) to exercise and maintain the Producers' Rights and claims for which their respective members are entitled to in the territory of the other society.

### **Article 3 - Exchange of information**

1. Once a year, before the end of August, the Contracting Parties shall provide each other with information in digital format (Excel file) as to which producers are covered by this Agreement and the labels and repertoire of these producers for whom they do hold the collection rights in the territory of the contracting Party.
2. Technical format used for the exchange shall be discussed between AGEDI and PPI shall be DDEX MLC although considering that any of the Parties may not be prepared to use that format.

Therefore, in the meantime, the exchange of repertoire between the Parties could be made by using the relevant Excel templates.

#### **Article 4 - Distribution and Transfer of Remuneration**

1. AGEDI and PPI each undertake to exercise principles and procedures for collecting and distributing remuneration which is the same as those applied for their own members.
2. The net remuneration, which in accordance with the distribution rules of the paying party is allocated to members of the other Party, and which is not payable to another producer that is directly represented by the paying party, shall be exchanged between AGEDI and PPI on an annual basis on or before the end of the month December in the year following the year of collection.
3. Members of AGEDI and PPI respectively, who have received remuneration in accordance with this present Agreement, may not claim remuneration from the society of the other country directly.

#### **Article 5 - Payment of the beneficiaries**

1. The Contracting Parties will pay all monies received from the other Contracting Party under Art. 4 to the named producers within a maximum time limit of twelve months starting on the date that the moneys were received. The origin of the distributed sums should thereby be mentioned.
2. The amount transferred and for which the payment address of the beneficiary cannot be identified or cannot be paid out to the producers for any other reason within twelve months, shall be returned to the society of collection.

#### **Article 6 - Administration costs**

1. Each Contracting Party may deduct from any Remuneration it receives from the other party reasonable costs it incurred to administer the distribution of such Remuneration ('Administration Fee'). The Administration Fees shall be applied in the same manner as administration cost made for the Contracting Party's own Members. Notwithstanding the foregoing, in no event will a Contracting Party apply a higher Administration Fee than the actual costs associated with distributions of Remuneration.

#### **Article 7 - Tax Withholdings**

1. Each Contracting Party may withhold taxes from any Remuneration transferred to the other Party as required by national law and in accordance with any applicable income tax treaty. However, each party shall use commercially reasonable efforts to provide the other Party with information on how the other party may avoid having taxes withheld from such Remuneration.

### **Article 8 - Disputes Between Producers ('Double claims')**

1. Disputes between two or more record producers who are resident or principally based in the other Contracting Party's territory and which producers each claim an entitlement to the Producers' Right in the same territory for the same period are considered as Double Claim Disputes.
2. The Contracting Parties shall use reasonable endeavours to resolve any Double Claim Dispute in the following manner.
  - Contracting Party shall inform the producers involved in a double claim on airplay in the country of collection in writing about the Double Claim Dispute in which the producers are involved.
  - Producers involved in a double claim are requested to sort out the double claim mutually without interference of the Contracting Parties.
  - Each party shall calculate the financial value of the Producers' Right and freeze future payments of the Producers' Right.
  - Each party shall end the frozen future payments as above mentioned if a written confirmation by all relevant producers to the Double Claim Dispute is received that payment can be made and to whom or resolution of the Double Claim Dispute to the reasonable satisfaction of the relevant producers, whichever is earlier.
3. In the event that producers in dispute cannot reach agreement, each one of the Contracting Parties shall apply their own procedure. That is, if the dispute is in connection with rights generated in Spain, the procedure to be applied shall be AGEDI regulations. If the dispute is in connection with rights generated in Ireland, the procedure to be applied shall be PPI's regulations.

### **Article 9 - Control Procedures**

1. With reference to the Control Procedures, each Contracting Party shall apply the provisions of the controlled Party's Articles of Association, or otherwise applicable regulations or law.
2. The Contracting Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of this Agreement.

### **Article 10 - Settlement of disputes between the Contracting Parties/Applicable Law**

1. The Contracting parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.
2. Such disputes shall be settled, first and foremost, by negotiation upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the dispute shall be submitted to and governed by the law and courts of the defendant's territory.

### **Article 11 - Force Majeure and hardship**

If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with art. 10. The parties will renegotiate this Agreement in good faith in order to take into account the changes that took place.

### **Article 12 - Non-transferability of the Agreement**

Neither of the Contracting Parties shall have the right to assign all or parts of this Agreement to any third party whatsoever without the written consent of the other Contracting Party.

### **Article 13 - Duration and termination**

1. This Agreement enters into effect immediately upon duly signatures of the two parties.
2. This Agreement shall remain in force until notice of termination has been made in writing by either Party no later than six (6) months before the expiration of a calendar year.
3. Each party shall have the right to terminate this agreement forthwith in the event that:-
  - the other party is unable to pay its debts, ceases to trade, becomes insolvent pursuant to the laws of any jurisdiction, is dissolved, liquidated or wound up, or has a receiver administrator or examiner appointed, or
  - if there is a breach of this agreement that is not capable of remedy
  - each party shall have the right to terminate this agreement upon a reasonable time written notice to the other party if there is a breach of this agreement which is capable of remedy, and which is not remedied within a reasonable time of such notice being given.

### **Article 14 – Confidentiality**

Both parties owe each other a duty of confidentiality and may only use the data exchanged pursuant to this Agreement in furtherance of this agreement and for no other purpose.

### **Article 15 – Data Protection**

- 1 Both parties shall ensure that in performing its obligations under this Agreement that it complies with Data Protection Legislation and shall establish and maintain all reasonable technical and organizational measures against unauthorized loss or unlawful processing of Personal Data and against accidental loss of, destruction of, or damage to, personal data.

- 2 Each party shall be responsible for obtaining any necessary consent for the collection and use of any personal data that it transfers to the other contracting party.

### **Article 16 – Warranties and Indemnities**

Both parties hereby warrant and represent that:

- They have the right to administer the Rights in their own territories.
- Are legally able and authorized to enter into this Agreement and to comply with their obligations thereunder.
- Will notify the other promptly of any change in relation to the Rights in the Repertoire.

### **Article 17 – Rights Reserved**

All rights which are owned or controlled by either party and which have not been specifically granted to the other hereunder are hereby expressly reserved.

### **Article 18 – Entire Agreement**

This agreement supersedes all prior agreements and arrangements and embodies the entire understanding and all the terms agreed between the parties.

### **Article 19 - Variation**

This Agreement shall be capable of being varied only by a written document signed by a duly authorised officer or other representative of each of the parties.

### **Article 20 – Notices**

Any notices and other communications between the parties shall be in writing and shall be delivered by hand or sent by courier or registered post or by email addressed as follows:

- If to AGEDI: Mayte Ramírez, Responsible International Affairs [mayte.ramirez@agedi.es](mailto:mayte.ramirez@agedi.es) of calle María de Molina 39, 28006 Madrid,
- If to PPI: Joe Fitzpatrick, Head of Finance [Joe@ppimusic.ie](mailto:Joe@ppimusic.ie) and Luke Griffin, Distributions Manager, [luke@ppimusic.ie](mailto:luke@ppimusic.ie) both of 63 Patrick Street, Dun Laoghaire County Dublin.

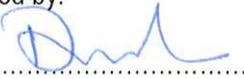
Or to such other addresses as may be designated by such party from time to time by notice as aforesaid.

Duly authorised for and on behalf of:

Dublin, 10th February 2020

PPI

signed by:

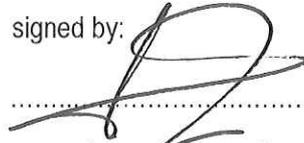


DENNIS WOODS  
CHAIRMAN PPI

Madrid, 9th March 2020

AGED I

signed by:



ANTONIO GUIASAOLA  
PRESIDENT AGEDI

## BILATERAL RECIPROCAL PRODUCER PAYMENT AGREEMENT

This Bilateral Reciprocal Producer Payment Agreement (the "Agreement") is entered into this 1st day of June, 2011 (the "Effective Date"), between SoundExchange, Inc., ("SoundExchange") a non-profit Delaware corporation with offices located at 1121 14th Street, N.W., Suite 700, Washington, DC 20005, and Phonographic Performance Ireland Limited a company limited by guarantee with offices located at 1 Corrig Avenue, Dun Laoghaire, County Dublin on the other hand, ("PPI") (each of the signatories hereto a "Party" and, collectively, the "Parties").

WHEREAS, SoundExchange has been designated by United States governmental authorities to collect and distribute U.S. Royalties;

WHEREAS, SoundExchange may have U.S. Royalties for Producers who are members of PPI;

WHEREAS, PPI is designated by the applicable authorities to collect and distribute Irish Royalties paid by entities making certain uses of sound recordings into or within the territory of Southern Ireland, pursuant to the laws of such territory;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

1.1. "Distributing Party" shall mean a Party distributing royalties to another Party.

1.2. "Producer" shall mean the copyright owner of a master sound recording.

1.3. "Receiving Party" shall mean a Party receiving royalties from another Party.

1.4. "Irish Royalties" shall be as specified in Appendix A.

1.5. "U.S. Royalties" shall mean royalties collected by SoundExchange from certain services for public performances of sound recordings into or within the United States or its territories pursuant to the statutory license codified in 17 U.S.C. Sec. 114, a portion of such royalties is allocated to Producers of such sound recordings. U.S. Royalties cover the period commencing on February 1, 1996 and ending on the last day of the Term of this Agreement to the extent such royalties have not previously been distributed by SoundExchange or released as unclaimed royalties pursuant to law.

2. Term and Termination.

2.1. Initial Term. The term of this Agreement shall commence as of the Effective Date and terminate on the thirty-first (31st) day of December next following the one-year anniversary of the Effective Date.

2.2. Renewal Terms. This Agreement shall be renewed automatically for successive one (1) year periods running from January 1st to December 31st unless terminated in a writing signed by a Party and transmitted to the other Parties at least sixty (60) days prior to the expiration of the then current Term. The Initial Term and each Renewal Term shall be referred to as the "Term."

2.3. Termination.

2.3.1. Mutual Termination. The Parties may terminate this Agreement at any time in a writing signed by all Parties.

2.3.2. Termination for Material Breach. A Party may terminate this Agreement in the event of a material breach of any obligation, representation or warranty by any other Party owing an obligation to the terminating Party provided that such terminating Party has provided the other Parties with notice of the material breach and the breaching Party has not cured such material breach within thirty (30) days of receipt of such notice.

3. Royalty Distribution. SoundExchange and PPI shall exchange U.S. Royalties and Irish Royalties as specified in Appendix A.

4. Data in Support of Distributions. The Parties shall exchange identifying information with one another to facilitate distributions or the making of claims for U.S. Royalties and Irish Royalties as set out in Appendix A.

5. Dispute Resolution.

5.1. Disputes between or Among Producers. In the event two or more Producers claim the royalties due on one or more sound recordings and the royalties for such sound recordings have already been distributed by a Distributing Party to the Receiving Party (a "Double Claims Dispute"), then the Receiving Party shall use commercially reasonable efforts to resolve the Double Claims Dispute as set forth immediately below, and if resolution is not achieved within three (3) years of the Receiving Party's receipt of such disputed royalties from the Distributing Party, then such disputed royalties shall be returned to the Distributing Party:

5.1.1. The Receiving Party shall inform all claiming Producers in writing of the Double Claim Dispute and request that all claiming Producers resolve the Double Claims Dispute without the involvement of either the Receiving Party or the Distributing Party;

5.1.2. The Receiving Party shall calculate the financial value of the royalties in dispute and retain such funds pending resolution of the Double Claims Dispute, subject to the return of such royalties to the Distributing Party as set forth above;

5.1.3. The Receiving Party shall not distribute any royalties subject to a Double Claims Dispute absent (i) an order of a court of competent jurisdiction, (ii) a written relinquishment of a claim by one of the claiming Producers, or (iii) a joint resolution of the Double Claims Dispute signed by all claiming Producers. If the Receiving Party receives such an order, relinquishment or resolution, the Receiving Party shall promptly distribute the relevant royalties.

## 5.2. Resolution of Disputes Between the Parties.

5.2.1. Negotiation. The Parties shall use their best efforts to settle by negotiation any disputes that may arise from or in connection with this Agreement.

5.2.2. Mediation. In the event the Parties are unable to resolve a dispute in accordance with Section 5.2.1. within sixty (60) days after a Party's demand for negotiation, the Parties agree that any dispute or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, if any, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the World Intellectual Property Organization ("WIPO") Mediation Rules. The place of mediation shall be in the city of the Party that has not demanded a negotiation for the settlement of a dispute, unless otherwise agreed. The language of any mediation shall be English. The mediator shall be a national of a country other than the United States or Ireland. The Parties shall select the mediator jointly. However, if the Parties are unable to agree on a mediator within fifteen (15) days, then the WIPO Arbitration and Mediation Center will select the mediator.

5.2.3. Arbitration. If and to the extent that any such dispute or claim has not been settled pursuant to Section 5.2.2 within forty-five (45) days of the commencement of the mediation, the dispute shall, upon the filing of a Request for Arbitration by any Party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of three arbitrators, with each Party to the dispute appointing one (1) arbitrator and the two (2) appointed arbitrators choosing the third arbitrator, who will act as chairperson of the arbitration. The presiding arbitrator shall be a national of a country other than the U.S. or Ireland. The place of arbitration shall be in the city of the Party that has not demanded a negotiation for the settlement of a dispute, unless otherwise agreed. The language of any arbitration shall be English.

6. Producer Reservation of Rights. Notwithstanding any provision of this Agreement, a Producer may obtain payment directly from any Party if the Producer satisfies all conditions established by such Party for direct payment of royalties. For the

avoidance of doubt, and by way of example and not limitation, any Producer represented by PPI may obtain payment directly from SoundExchange by submitting the documents required by SoundExchange for the distribution of royalties.

7. Verifications.

7.1. Frequency of Verifications. A Receiving Party may conduct one verification per year, covering the then current year or any two preceding years covered by this Agreement, to determine the accuracy of the royalties due or distributed by the Distributing Party pursuant to this Agreement, provided that no year may be verified more than once.

7.2. Qualifications of Entity Conducting Verifications. Any verification shall be conducted by a person or entity competent to determine whether the Distributing Party has properly calculated the royalties allocable and paid to the Receiving Party.

7.3. Acquisition and Retention of Records. A Distributing Party shall use commercially reasonable efforts to obtain or to provide access to any relevant records maintained by third parties for the purpose of a verification and retain such records for a period of not less than three years.

7.4. Costs of Verification. A Receiving Party shall pay its own cost of a verification unless it is finally determined that there was an underpayment by the Distributing Party of at least five percent (5%) of the total royalties paid to the Receiving Party in which case the Distributing Party shall bear the reasonable costs of the verification. When determining the amount of an underpayment for purposes of this subparagraph only, no royalties payable to a Producer who was not previously identified by a Receiving Party to a Distributing Party as a Producer for whom the Receiving Party was claiming royalties shall be included.

8. Duty of Confidentiality. A Receiving Party owes the Distributing Party a duty of confidentiality and may only use the data exchanged pursuant to this Agreement in furtherance of this Agreement and for no other purpose.

9. Representations and Warranties. Each signatory hereto represents and warrants that it has the right, power and authority to enter into this Agreement and that this Agreement has been duly and validly executed by an authorized officer of the signatory.

10. Tax Withholdings.

10.1. Generally. To the extent required by law or international treaty, each Party shall withhold taxes from any distribution to the other Party.

10.2. Avoidance of Withholdings. Each Distributing Party shall use commercially reasonable efforts to provide a Receiving Party with information on how a Receiving Party may avoid having taxes withheld from distributions made to the

Receiving Party by the Distributing Party. A Party providing withholding information pursuant to this Agreement shall not be deemed to be providing the other Party with legal advice when providing such information. Each Party shall be responsible for obtaining any necessary legal opinions. Information about withholding taxes need not be attached prior to the Effective Date but should be provided in a reasonable amount of time following such date.

11. Miscellaneous.

11.1. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the express written consent of the other Party, which may be withheld for any reason or for no reason.

11.2. Notices. All notices and other communications between the Parties hereto shall be in writing and deemed received 1) when delivered in person; 2) upon confirmed transmission by facsimile device; or 3) five (5) days after deposited in the national mail service of a Party, postage prepaid, with confirmation of delivery, addressed to the other Party at the address set forth below (or such other address as such other Party may supply by written notice):

SoundExchange: Michael J. Huppe  
Executive Vice President & General Counsel  
SoundExchange, Inc.  
1121 14th St. NW, Suite 700  
Washington, DC 20005  
Phone: 202.640.5858  
Facsimile: 202.640.5859

PPI: Dick Doyle  
Chief Executive Officer  
Phonographic Performance Ireland Limited  
1 Corrig Avenue  
Dun Laoghaire  
County Dublin  
Phone: + 353 (0) 1 2806571  
Facsimile: +353 (0) 1 2806579

With copy to : Daphne Townsend  
Phonographic Performance Ireland Limited  
1 Corrig Avenue  
Dun Laoghaire  
County Dublin  
Phone: + 353 (0) 1 2806571  
Facsimile: +353 (0) 1 2806579

11.3. Rights Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude assertion by any Party of any other rights or the seeking of any other remedies against the other Party hereto. No failure to exercise, no partial exercise, and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right, power or privilege.

11.4. Entire Agreement. This Agreement expresses the entire understanding of the Parties and supersedes all prior and contemporaneous agreements and undertakings of the Parties with respect to the subject matter hereof.

11.5. Publicity. Each Party shall be permitted to disclose and publicize the existence of this Agreement.

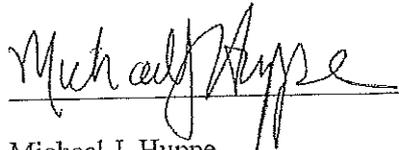
11.6. Survival of Provisions. The provisions of Sections 7 and 8 and Appendix A Sections 2.4.5, 2.4.6, and 2.4.7 shall survive the expiration or termination of this Agreement for any reason.

11.7. Severability. If any part of this Agreement is found to be illegal or unenforceable, such finding shall not affect the legality or enforceability of any other provision of this Agreement and such provision(s) shall continue to remain in force.

11.8. Counterparts. This Agreement may be executed in any number of counterparts and may be executed by facsimile. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SOUNDEXCHANGE, INC. <sup>ZML 5/20/11</sup>



Michael J. Huppe  
President

PHONOGRAPHIC PERFORMANCE  
IRELAND LIMITED

  
By: Dick Doyle

Name:

Title: CEO / PPI

## APPENDIX A

### 1. Definitions.

1.1. "Irish Royalties" shall mean royalties collected by PPI from certain services for public performance, broadcast and cable transmission of sound recordings issued by Independent Producers into or within Southern Ireland pursuant to section 38 of the Copyright and Related Rights Act 2000, a portion of such royalties is allocated to Producers of such sound recordings. Irish Royalties cover the period commencing on January 1, 2008 and ending on the last day of the Term of this Agreement to the extent such royalties have not previously been distributed by PPI or released as unclaimed royalties pursuant to law

1.2 "Independent Producers" shall mean the Producers listed in Appendix B which list may be updated from time to time.

### 2. Royalty Distribution.

2.1. Exchange of Lists of Unpaid Producers. Each Party maintains a list of Producers who cannot be located but to whom the Parties have allocated royalties ("Unpaid Producers"). At least once per calendar year during the Term of this Agreement, SoundExchange and PPI shall exchange their respective lists of Unpaid Producers.

2.2. Exchange of Lists of Unpaid or Partially Paid Recordings. Sound Exchange maintains a list of sound recordings to which royalties have been allocated but the Producers of such sound recordings have not been paid ("Unpaid or Partially Paid Recordings"). In the future PPI plans to maintain a similar list but presently does not have the systems to do so. In an effort to improve the data about such recordings, at least once per calendar year during the Term of this Agreement, as soon as PPI has systems which can be used to create such a list, but not later than December 31, 2012, SoundExchange and PPI shall exchange their respective lists of Unpaid or Partially Paid Recordings.

### 2.3. Claiming Process.

2.3.1. SoundExchange. At least once per calendar year of the Term of this Agreement, SoundExchange shall claim Irish Royalties against PPI for the Producers appearing on PPI's Unpaid Producer list for whom SoundExchange is authorized to collect such Irish Royalties.

2.3.2. PPI. At least once per calendar year of the Term of this Agreement, PPI shall claim U.S. Royalties against SoundExchange for the Producers appearing on SoundExchange's Unpaid Producer list for whom PPI is authorized to collect such U.S. Royalties.

2.4. Payment.

2.4.1. SoundExchange. At least once per calendar year of the Term of this Agreement, SoundExchange shall remit to PPI the U.S. Royalties allocated to the Producers PPI has identified on SoundExchange's Unpaid Producer list for whom PPI is authorized to collect such U.S. Royalties.

2.4.2. PPI. At least once per calendar year of the Term of this Agreement PPI shall remit to SoundExchange the Irish Royalties allocated to the Producers SoundExchange has identified on PPI's Unpaid Producer list for whom SoundExchange is authorized to collect such Irish Royalties

2.4.3. Manner. Royalties distributed pursuant to this Agreement shall be made by wire transfer, set-off, or any other means to which the Parties may mutually agree from time to time. The Parties shall be permitted to distribute royalties in the form of a lump-sum payment, provided that supporting documentation or information is provided that enables the Receiving Party to allocate such royalties among the Producers entitled to such royalties.

2.4.4. Non-discriminatory Treatment. Each Party shall distribute royalties to the other Party on a non-discriminatory basis, with the calculation of royalties due to Producers represented by a Receiving Party treated as though they were represented directly by the Distributing Party.

2.4.5. Effort to Distribute Royalties. The Receiving Party shall use commercially reasonable efforts to distribute the royalties paid to it by the Distributing Party to those Producers entitled to such royalties, net of permissible deductions, subject to the Distributing Party providing the Receiving Party with sufficient identifying information for the Producers entitled to such royalties.

2.4.6. Administrative Fee. A Receiving Party shall be permitted to deduct from any royalties it receives from a Distributing Party those costs that it lawfully may deduct prior to such Receiving Party's distribution of such royalties to Producers. Notwithstanding the foregoing, in no event will a Distributing Party charge a higher administrative fee to distributions of royalties to a Receiving Party than it charges for distributions of royalties within its own territory.

2.4.7. Return of Undistributed Royalties. If a Receiving Party is unable to distribute the royalties received from a Distributing Party to the Producers entitled thereto within three (3) years of the Receiving Party's receipt of such royalties, then the Receiving Party shall return to the Distributing Party any undistributed royalties. In addition, if a Producer claims royalties from a Distributing Party that the Distributing Party has distributed to a Receiving Party and to the extent the Receiving Party has not already distributed such royalties, then, upon demand of the Distributing Party, the Receiving Party shall return the royalties allocable to such claiming Producer to the Distributing Party and, thereafter, the Distributing Party shall be responsible for the

distribution of such royalties. A Receiving Party may return all or any portion of undistributed royalties received from a Distributing Party to the Distributing Party at any time and, thereafter, the Distributing Party shall be responsible for the distribution of such royalties. Returns under this Section 2.4.7. shall equal the balance of funds in the possession of the Receiving Party in the currency of the Receiving Party notwithstanding any changes in the exchange rate from the time the Distributing Party distributed the funds subject to return to the Receiving Party.

3. Data in Support of Distributions.

3.1. SoundExchange. Within thirty (30) days of distributing U.S. Royalties to PPI under Section 2.4.1 of this Appendix A and to the extent available to SoundExchange and permitted by law, SoundExchange shall provide to PPI the following information for the Producers for whom SoundExchange is distributing such royalties:

3.1.1. The names of the individual sound recordings for which distributions are being made; and

3.1.2. A calculation of the U.S. Royalties allocable to the Producer based upon the methodology used by SoundExchange to allocate such royalties.

3.2. PPI. Within thirty (30) days of distributing Irish Royalties to SoundExchange under Section 2.4.2 of this Appendix A and to the extent available to PPI (presently no system exists to identify the individual sound recordings for which distributions are made) and permitted by law, PPI shall provide to SoundExchange the following information for the Producers for whom PPI is distributing such Irish Royalties to SoundExchange:

3.2.1. The names of the individual sound recordings for which distributions are being made (as soon as systems are in place for this to be done, but no later than December 31, 2012); and

3.2.2. A calculation of the PPI Royalties allocable to the Producer based upon the methodology used by PPI to allocate such royalties.

3.3. Data Delivery Format. The Parties shall exchange data in a machine readable format.

3.4. Data Protection.

3.4.1. Compliance with Data Protection Laws. Each Party shall comply with any provisions and obligations imposed on it by operation of law with regard to data protection as may be in force from time to time in the territory of that Party with respect to any data exchanged pursuant to this Agreement.

3.4.2. Protection of Data. Each Party shall establish and maintain reasonable technical and organizational measures to protect the data provided to it by the other Party in furtherance of this Agreement from unauthorized use or disclosure.

**COVER NOTE TO AN AGREEMENT** dated the 24<sup>th</sup> day of July 2002

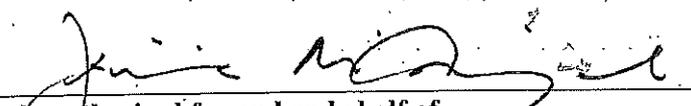
**BETWEEN:**

**PARTIES**

- (1) PHONOGRAPHIC PERFORMANCE LIMITED ("PPL") whose registered office is at 1 Upper James Street, London W1F 9DE United Kingdom, Phone: + 44 (0) 207 534 1000, Fax: + 44 (0) 207 534 1111; and
- (2) PHONOGRAPHIC PERFORMANCE IRELAND LIMITED ("PPI") whose registered office is at PPI House, 1 Corrig Avenue, Dun Laoghaire, Co. Dublin. Phone: + 353 (0) 1 280 5977. Fax: +353 (0) +353 (0) 1 280 6579.

The parties are entering into the annexed agreement on the understanding that at present neither party is in a position to comply entirely with its terms. At present PPI does not have mandates from all of its independent members and is not in a position to furnish PPL with track based information. It is the desire of both parties however to put themselves in a position as quickly as reasonably possible to comply fully with the terms of the agreement.

SIGNED BY

  
Duly authorised for and on behalf of  
**PHONOGRAPHIC PERFORMANCE LIMITED**

SIGNED BY

  
Duly authorised for and on behalf of  
**Phonographic Performance Ireland Limited**

**BILATERAL AGREEMENTS RE: PRODUCERS OF PHONOGRAMS  
PPI - PPL**

**THIS AGREEMENT** is made the 24<sup>th</sup> day of July 2002

**BETWEEN:**

**PARTIES**

- (1) PHONOGRAPHIC PERFORMANCE LIMITED ("PPL") whose registered office is at 1 Upper James Street, London W1F 9DE United Kingdom, Phone: + 44 (0) 207 534 1000, Fax: + 44 (0) 207 534 1111; and
- (2) PHONOGRAPHIC PERFORMANCE IRELAND LIMITED ("PPI") whose registered office is at PPI House, 1 Corrig Avenue, Dun Laoghaire, Co. Dublin. Phone: + 353 (0) 1 280 5977. Fax: +353 (0) +353 (0) 1 280 6579.

**1. Background**

- 1.1 PPI and PPL ("the Contracting Parties") have been appointed by certain of their respective Members to collect revenue arising from exploitation of the Rights in the other's Territory and to administer those Rights.
- 1.2 PPI and PPL wish to co-operate in order to enhance the exploitation of the Rights and assist in the effective international administration of the Rights.
- 1.3 In the interests of proper administration of the Rights the Contracting Parties have set up systems that enable the Contracting Parties to attribute and distribute revenue received in relation to the exploitation of Rights to individual Producers by reference to the actual use of Sound Recordings.
- 1.4 The purpose of this Agreement is to facilitate the collection of Exploitation Revenue and the distribution of Distribution Monies due to Members of the Contracting Parties arising from the exploitation of the PPL Relevant Rights and the PPI Relevant Rights and to assist in overcoming certain difficulties arising for such Members in the exploitation of their Rights in the other Contracting Party's Territory and to ease the responsibilities of each Contracting Party's licensees in obtaining licences to exploit the Rights.
- 1.5 In implementing this Agreement it is the intention of each Contracting Party to give to the Members of the other Contracting Party no lesser treatment than that enjoyed by their own Members in relation to the administration and exploitation of Rights, the collection of revenue, distribution of monies and the resolution of disputes.
- 1.6 PPL is authorised by certain of its members to administer certain of those Members' Rights in PPI's Territory and to collect all revenue derived from exploitation of those Rights in PPI's Territory on behalf of such Members.
- 1.7 PPI owns and/or is authorised by certain of its members to administer certain of those Members' Rights in PPL's Territory and to collect all revenue derived from exploitation of those Rights in PPL's Territory on behalf of such Members.

PPL and PPI **HEREBY AGREE** as follows:

**2. Definitions**

- “Administration Costs” means in relation to each of the Contracting Parties, the costs (whether relating to licensing, collection and distribution or otherwise) to that Contracting Party of carrying out its obligations hereunder in relation to it complying with the terms of its appointment pursuant to clauses 3.1 to 3.8 (as the case may be) such costs to be expressed as a percentage of the total Exploitation Revenue received against which it is set;
- “Commencement Date” means 1 January 2002;
- “Data Protection Legislation” means any lawful requirement or demand of any competent authority relating to data protection in either of the Territories;
- “Distribution Costs” means in relation to each of the Contracting Parties, the costs to that Contracting Party of distributing Distribution Monies received from the other Contracting Party such costs to be expressed as a percentage of the total Distribution Monies received against which it is set;
- “Distribution Monies” means in relation to each of the Contracting Parties, Exploitation Revenue received by that Contracting Party less that party’s Administration Costs;
- “Distribution Schedule” means a document intended to form part of this Agreement specifying the information referred to in Schedule A agreed from time to time;
- “Exploitation Revenue” means money received by a Contracting Party in relation to and/or attributable to (in accordance with the relevant Contracting Party’s rules) the exploitation of the PPL Relevant Rights or the PPI Relevant Rights (as the case may be) and includes without limitation royalties, licence fees and any other sums received;
- “Foreign Rights Management” in respect of a PPL Relevant Member means the authorisation of the exploitation of the Rights in PPI’s Territory and the collection, negotiation, settlement, and compromise of that Member’s claims for payment from PPI; and  
  
in respect of a PPI Relevant Member means the authorisation of the exploitation of the Rights in PPL’s Territory and the collection, negotiation, settlement, and compromise of that Member’s claims for payment from PPL;
- “Member” means a member of PPL or PPI as the context requires;

“Personal Data”	means information defined as such in the EU Data Protection Directive (95/46/EC) and/or information treated as personal data under any other law or regulation applicable to the information and/or information protected by any Data Protection Legislation;
“PPL’s Relevant Members”	means those members of PPL who in respect of the relevant Revenue Period have appointed PPL as exclusive agent in respect of Foreign Rights Management and who are not members of PPI;
“PPL Relevant Repertoire”	means those Sound Recordings the Rights to which in PPI’s Territory are vested in the PPL Relevant Members from time to time details of which will be supplied to PPI from time to time pursuant to clause 4;
“PPL’s Territory”	means the United Kingdom including Northern Ireland and the Channel Islands;
“Producer”	means a person who owns Rights or has assigned such Rights to PPL or PPI as the context requires;
“Revenue Period”	means any period during the Term in respect of which either Contracting Party receives Exploitation Revenue such periods to be agreed in the Distribution Schedules;
“Rights”	means the rights (which for the avoidance of doubt shall in each case include the right to equitable remuneration and/or the right to equitable participation in respect of such exploitation) to perform Sound Recordings in public, to include Sound Recordings in a broadcast and/or a cable programme service (including Simulcasting but excluding any use of Sound Recordings in non interactive webcasting, on mobile phones or in any interactive services), the right to copy Sound Recordings only for the purpose of facilitating the public performance, broadcast and cable programme service rights, and the right to any remuneration payable as a result of any tape or equipment levy that the Member is entitled to as a result of its ownership or control of Sound Recordings;
“Simulcasting”	means the simultaneous unaltered transmission via the internet of Sound Recordings included in single free-to-air broadcasts of radio and TV signal in compliance with the respective regulations on provisions of broadcasting services;

“Sound Recordings”	means:
	(a) a recording of sounds, from which the sounds may be reproduced, or
	(b) a recording of the whole or any part of a literary, dramatic, or musical work, from which sounds reproducing the work or part may be produced,
	Regardless of the medium on which the recording is made or the method by which the sounds are reproduced or produced;
“the Term”	means the period from the Commencement Date until the termination of this Agreement whether pursuant to clause 12 or otherwise howsoever;
“Territory”	means PPI’s Territory or PPL’s Territory as the context requires;
“PPI’s Relevant Members”	means those members of PPI who in respect of the Relevant Revenue Period have appointed PPI as [exclusive agent <i>or as the case may be</i> ] in respect of Foreign Rights Management and who are not members of PPL;
“PPI Relevant Repertoire”	means those Sound Recordings the Rights to which in PPL’s Territory are vested in the PPI Relevant Members from time to time details of which will be supplied to PPL from time to time pursuant to clause 4;
“PPI’s Territory”	means the Republic of Ireland.

2.2 For the purpose of interpretation of this Agreement:-

- (a) 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;
- (b) 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;
- (c) reference to clauses are references to clauses of this Agreement unless stated otherwise.

**3. Scope of the Agreement and Authorisations**

*Appointment of PPI*

3.1 PPL authorises PPI to administer and exploit the Rights in the PPL Relevant Repertoire in PPI’s Territory during the Term.

- 3.2 PPL authorises PPI and PPI agrees to collect Exploitation Revenue arising in connection with the administration and exploitation of the Rights in the PPL Relevant Repertoire in PPI's Territory during the Term.
- 3.3 PPI shall pay to PPL the Distribution Monies arising from the Exploitation Revenue referred to in clause 3.2 in accordance with the Distribution Schedules and clause 5.
- 3.4 Subject to the specific provisions contained in this Agreement PPI shall administer the Rights in the PPL Relevant Repertoire in PPI's Territory in accordance with the rules of membership of PPI as if each PPL Relevant Member was in fact a member of PPI.

*Appointment of PPL*

- 3.5 PPI authorises PPL to administer and exploit the Rights in the PPI Relevant Repertoire in PPL's Territory during the Term on behalf of PPI's Relevant Members.
- 3.6 PPI authorises PPL and PPL agrees to collect Exploitation Revenue arising in connection with the administration and exploitation of the Rights in the PPI Relevant Repertoire in PPL's Territory during the Term.
- 3.7 PPL shall pay to PPI the Distribution Monies arising from the Exploitation Revenue referred to in clause 3.6 above in accordance with the Distribution Schedules and clause 5.
- 3.8 Subject to the specific provisions contained in this Agreement PPL shall administer the Rights in the PPI Relevant Repertoire in PPL's Territory in accordance with the rules of membership of PPL as if each PPI Relevant Member was in fact a member of PPL.

*General provisions*

- 3.9 Each Contracting Party grants to the other on behalf of that others' Relevant Members the same rights of audit, inspection, challenge or appeal in relation to the allocation or distribution of revenue as are available to its own Members pursuant to its own rules and regulations from time to time in force.
- 3.10 In respect of the authority granted by PPL to PPI in respect of any Right in any particular part of the PPL Relevant Repertoire, such authorisation shall only be effective until the earlier of:
- (i) that PPL Relevant Member ceasing to be a PPL Relevant Member;
  - (ii) the termination of this Agreement; and
  - (iii) notification being given pursuant to clause 4 that authority in relation to any particular Rights is revoked or otherwise terminated.
- 3.11 The rights granted by each Contracting Party under clauses 3.1 to 3.8 (inclusive) above, shall be subject to any limitations or restrictions as may be notified in writing by one party to the other from time to time.

#### **4. Exchange of Information and Data Protection**

4.1 The Contracting Parties shall as soon as practicable but in any event within 3 months of the date of this Agreement agree and exchange a Distribution Schedule and further agree other procedures to exchange information necessary to identify PPL Relevant Members, PPL Relevant Repertoire, PPI's Relevant Members and PPI's Relevant Repertoire in respect of which Exploitation Revenue has been or will be collected. For each calendar year commencing 1 January 2003, the Contracting Parties shall agree and exchange a Distribution Schedule at the latest by 30 November of the preceding year and until such revised schedule is agreed, the previously agreed Distribution Schedule shall remain effective.

#### **4.2 Data Protection.**

4.2.1 Each Contracting Party shall ensure that in performing its obligations under this Agreement, it complies with the provisions and obligations imposed on it by legislation in force from time to time or any Data Protection Legislation.

4.2.2 Each Contracting Party shall establish and maintain all reasonable technical and organisational measures against unauthorised loss or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (any such event being a "Data Protection Event"). Such measures shall ensure a level of security appropriate to the harm that might result from a Data Protection Event and the nature of the Personal Data, having regard to the state of technological development and the cost of implementing the measures.

4.2.3 Each Contracting Party will be responsible for obtaining any necessary consents for the collection and use of any Personal Data that it transfers to the other Contracting Party.

#### **5. Distribution and Transfer of Remuneration**

5.1 The Contracting Parties each undertake to exercise principles and procedures for collecting Exploitation Revenue and calculating and apportioning Distribution Monies which are the same as those applied for their own Members, subject to the rest of this clause 5.

5.2 In relation to each Revenue Period PPI shall pay the Distribution Monies to PPL for onward distribution by PPL to the PPL Relevant Members in Euro (one lump sum for all PPL Relevant Members in aggregate) and net of such withholding tax as PPI is required to withhold as a matter of law.

5.3 In relation to each Revenue Period PPL shall pay the Distribution Monies to PPI for onward distribution by PPI to the PPI Relevant Members in pound sterling or as agreed otherwise (one lump sum for all PPI Relevant Members in aggregate) and net of such withholding tax as PPL is required to withhold as a matter of law.

5.4 Each Contracting Party shall send with any payment made pursuant to clauses 5.2 or 5.3 above a statement giving details of the specific Distribution Monies paid in respect of each Sound Recording and details of any withholding tax deducted and the Revenue Period(s) to which such payment relates and tax certificates and such other evidence that tax has been accounted for to the relevant authority.

5.5 Each Contracting Party will pay all Distribution Monies received from the other due to their respective Members entitled to the same but shall be entitled first to deduct their respective Distribution Costs:

5.5.1 at the next distribution to its members, subject to using its reasonable commercial endeavours;

5.5.2 together with a statement for each individual Member which shall identify the source of such money as PPI or PPL as the case may be and the Revenue Period(s) to which the distribution relates and which state that information is available as to usage details and remuneration statements from the Contracting Party which is the source of the remuneration in the same detail as the Contracting Party supplies to its members;

5.5.3 together with all tax certificates as provided by the Contracting Party which is the source of such Distribution Monies as may be required by law in the relevant Territory.

## 6. Disputes between Producers

6.1 Each of the Contracting Parties shall notify the other within 28 days of any disputes or potential disputes which come to its notice between two or more Producers of which at least one is resident or principally based in the other Contracting Party's Territory and which Producers each claim an entitlement to the same Rights in the same Territory (being one or both of the Contracting Parties' respective Territories) (a "Producer Dispute").

6.2 The Contracting Party in the territory of the dispute shall use reasonable endeavours to resolve any Producer Dispute and in so doing shall apply the procedures set out in their standard disputes procedure save that it shall treat for the purposes of all contact and notification of information the other Contracting Party as if it were the producer concerned and shall make all such reasonable adjustments to any timescales applying for response or production of information or documentation to allow for the additional liaison between that Contracting Party and its Relevant Member.

## 7. Retrospective Payments

7.1 ~~Where PPI has collected and not yet distributed any revenue in respect of the exploitation of the Rights of any Producers which is due to Producers resident in PPL's Territory (whether PPL's Relevant Members or otherwise) for any periods prior to the Commencement Date, subject to any limitation periods applying in PPI's Territory, such revenue shall be paid to PPL in the manner set out in this Agreement as if this Agreement had been effective during those periods. The processes to identify such collected revenue for the years prior to the Commencement Date shall be carried out in accordance with the procedure referred to in clause 4 and shall be transferred to PPL at the same time as the time of the first distribution by PPI to PPL after the Commencement Date.~~ JAC  
PP

**AND PPL ACKNOWLEDGES AND ACCEPTS THAT PPI** JAC  
7.2 PPI acknowledges and accepts that PPL is unable to retrospectively collect or distribute remuneration for Revenue Periods in respect of which it has distributed remuneration prior to the Commencement Date save that nothing herein shall prevent PPL making a retrospective adjustment as a result of the resolution of any Producer Dispute provided that it is in accordance with PPL's usual policy and rules. PP

**8. Advances**

The Contracting Parties shall from time to time agree a mechanism by which advances against the sums to be distributed to the others' Relevant Members may be paid, taking into account the timing and frequency of distributions and each Contracting Party's own rules and procedures concerning advances to their respective Members.

**9. Administration Costs and Distribution Costs**

9.1 Each of the Contracting Parties may deduct their Administration Costs from the gross Exploitation Revenue collected by it prior to remitting it to the other Contracting Party.

9.2 Each of the Contracting Parties may deduct their Distribution Costs from the Distribution Monies received by it from the other Contracting Party prior to distributing it to their Members entitled to it but only in so far only as each Contracting Party's own internal rules and procedures allow such deduction and only in so far as not prohibited by any authority given by PPL's Relevant Members or PPI's Relevant Members (as the case may be).

9.3 Each of the Contracting Parties shall notify the other of its Administration Costs and Distribution Costs by identifying these in the Distribution Schedules. The Contracting Parties each acknowledge that their respective Administration Costs and Distribution Costs may vary from time to time and therefore each agree to inform the other as soon as practicable of any change in Administration Costs and/or the Distribution Costs from that set out in the relevant Distribution Schedules provided that each Contracting Party's Administration Costs in relation to carrying out their obligations under this Agreement shall not exceed the costs incurred in respect of administering similar rights for its own members in its own Territory and each Contracting Party's Distribution Costs in relation to carrying out their obligations under this Agreement shall not exceed the costs incurred in respect of distributing similar monies collected by it for its own members in its own Territory.

**10. Warranties and Indemnities**

10.1 PPI hereby warrants and represents that:

10.1.1 it has the right to administer the Rights in the PPI Relevant Repertoire in PPL's Territory;

10.1.2 it is legally able and authorised to enter this Agreement and to comply with its obligations hereunder;

10.1.3 it will notify PPL promptly of change in authorization it has in relation to the Rights in the PPI Relevant Repertoire.

10.2 PPL hereby warrants and represents that:

10.2.1 it has the right to administer the Rights in the PPL Relevant Repertoire in PPI's Territory

10.2.2 it is legally able and authorised to enter this Agreement and to comply with its obligations hereunder;

10.2.3 it will notify PPI promptly of any change in authorization it has in relation to the Rights in the PPL Relevant Repertoire.

10.3 Each of the Contracting Parties hereby agrees to indemnify and hold the other harmless in respect of any claims, damages, awards, expenses or other losses incurred by the other as a result of any breach of its warranties or obligations under this Agreement including but without limitation in respect of any claims made against the other by any person who receives or is due monies from it and which has been paid to the other pursuant to this Agreement.

## 11. General

11.1 All rights which are owned or controlled by either Contracting Party and which have not been specifically granted to the other Contracting Party hereunder are hereby expressly reserved.

11.2 This Agreement shall only be changed in writing signed or executed in similar manner and the term "this Agreement" shall include any attachment specifications and supplements or future written amendments made in accordance with this clause.

11.3 Any notice or demand to be given or made pursuant to this Agreement shall be given or made in writing and sent by pre-paid first class mail or by facsimile or by hand delivery addressed and sent to the recipient at the address stated above and addressed to the Director, Strategy and Business Development/Company Secretary in the case of PPL and the Chief Executive Officer/Company Secretary in the case of PPI, or to such other address as may be duly notified, and if given or made by mail shall be deemed to have been received at the expiry of 48 hours from such despatch or if by facsimile at the time of evidence that a proper answerback signal has been received. For the avoidance of doubt, e-mail shall not constitute proper notice.

11.4 Subject as herein before stated this Agreement shall be personal to the Contracting Parties which shall not be entitled to assign sub-contract or hold on trust any of their rights or obligations hereunder without the prior consent of the other to be given or withheld at its absolute discretion. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (or any legislation having similar effect in either of the Territories) to enforce any term of this Agreement.

11.5 No delay or omission in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver shall be binding or effectual for any purposes unless expressed in writing and signed by the Contracting Party giving it and any such waiver shall be effective only in the specific instance and for the purposes given.

11.6 This Agreement supersedes all prior agreements and arrangements and embodies the entire understanding and all the terms agreed between the parties.

11.7 The authorised representatives of each Contracting Parties shall be entitled at that Contracting Parties expense to inspect and audit the other Contracting Parties books, accounts and records pertaining to the Rights it has been authorised to administer and exploit under this Agreement at all reasonable times.

11.8 The Contracting Parties will at all times keep confidential information acquired in consequence of this agreement, except for information which they may be entitled or bound to disclose under compulsion of law or, where requested by regulatory agencies or to their professional advisers where reasonably necessary. The Contracting Parties will not have to keep information confidential where that information:

11.8.1 is or becomes publicly available without breach of this Agreement;

11.8.2 can be shown by reference to a written document to have been known to the relevant Contracting Party at the time of its receipt from the other Contracting Party;

11.8.3 is received from a third party who did not acquire or disclose such information by a wrongful or tortuous act.

## 12. Termination

12.1 Each Contracting Party shall have the right at any time during the continuance of this Agreement to terminate it forthwith by written notice to the other Contracting Party in any of the following events:-

12.1.1 if the other Contracting Party is dissolved;

12.1.2 if the other Contracting Party is unable to pay its debts;

12.1.3 the presentation of a petition for, or notice thereof, or of a resolution for the winding-up of the other Contracting Party (other than for the purposes of amalgamation or reconstruction); or if it shall go into voluntary liquidation or anything analogous occurs in any jurisdiction;

12.1.4 the appointment of, or notice of the intended appointment of, a receiver or manager or administrator of the other Contracting Party or the decision of the other Contracting Party to make an arrangement with its creditors;

12.1.5 if there is any remediable material breach of this Agreement written notice of which has been given to the other Contracting Party where: -

(i) in the case of a breach reasonably capable of being remedied within twenty-one (21) days of such notice, the breaching Contracting Party has failed to remedy such breach within twenty-one (21) days of such notice;

(ii) in the case of a breach reasonably capable of being remedied but not within twenty-one (21) days of such notice the breaching Contracting Party has failed to commence to remedy such breach within such (21) day period.

12.1.6 if there is any irremediable material breach of this Agreement;

12.1.7 should the other Contracting Party cease to trade;

12.1.8 if there is an event of force majeure lasting twenty-eight (28) days or more, provided that notice must be given during the continuance of such event by the party wishing to terminate to the other Contracting Party. An event of "force majeure" shall mean any event reasonably outside the control of either party which causes an interruption of, or materially hampers, or materially interferes with the exercise by either party of the Agreement granted to it hereunder or the performance by either Contracting Party of its obligations hereunder.

12.1.9 at will, by giving the other Contracting Party six months' written notice hereof such notice not to be given prior to 1 January 2003.

12.2 The obligations of the Contracting Parties to distribute Distribution Monies received from the other prior to termination of this Agreement in accordance with the provisions of this Agreement shall survive termination. The obligations of the Contracting Parties under clause 4 shall also survive termination to the extent necessary to enable the distribution of Distribution Monies to be effected accurately.

12.3 Clause 6 shall survive termination in relation to disputes arising in connection with Distribution Monies or Exploitation Revenue relating to periods prior to termination.

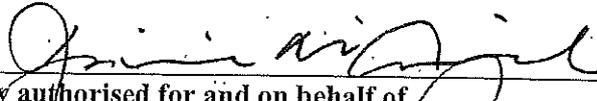
12.4 Clauses 11.3, 11.4, 11.5, 11.7, 11.8 and 13 and any other provision necessary for the interpretation or enforcement of this Agreement shall survive termination.

**13. Settlement of Disputes between the Contracting Parties/Applicable Law**

13.1 The Contracting Parties shall use their best efforts to settle by negotiation any dispute arising under or in connection with this Agreement.

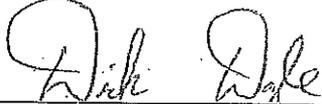
13.2 Where settlement is not possible by negotiation, the Contracting Parties shall wherever possible attempt to agree to arbitration. However, if a dispute leads or may lead to legal proceedings, the said dispute shall be submitted to and governed by the law and Courts of the Defendant's Territory.

SIGNED BY



Duly authorised for and on behalf of  
**PHONOGRAPHIC PERFORMANCE LIMITED**

SIGNED BY



Duly authorised for and on behalf of  
**Phonographic Performance Ireland Limited**

## SCHEDULE A

### Distribution Schedule

1. Details of the relevant Contracting Party's
  - Revenue Periods
  - Timing and frequency of distributions
  - Policy of advances to members (and timing of any advances)
  - Administration Costs (licensing/collection and distribution)
  - Required methods and/or formats by which claims and/or Track registrations are made
  - Deadlines by which claims must be received for the purposes of any distribution.
2. Details of further specific requirements and procedures for the exchange of data for the purposes of this Agreement.
3. Confirmation of the currency in respect of which payments to the other Contracting Party will be made and, where relevant, the arrangements for money transfers.
4. Duplicate claims procedure.
5. Withholding Tax.
  - How much
  - What documentation goes with it

**THIS AGREEMENT** is made the 7 day of November 2012

**BETWEEN: -**

**PHONOGRAPHIC PERFORMANCE IRELAND LIMITED** a company limited by guarantee, incorporated in Ireland (Registered Number 27726) and having its Registered Office at 1 Corrig Avenue, Dun Laoghaire, County Dublin ("PPI");  
AND

IFPI of Sweden, having its registered office at Tegnergatan 34, 111 84 Stockholm hereinafter referred to as IFPI

**WHEREAS: -**

- (A) The members of PPI are the owners or licensees of sound recording producers' rights and have appointed PPI to collect and distribute revenue due to them from the exploitation of certain of those rights in Ireland and
- (B) The members of IFPI are the owners or licensees of sound recording producers' rights and have appointed IFPI to collect and distribute revenue due to them from the exploitation of certain of those rights in the Territory; and
- (C) Both parties have each set up systems that enable them to attribute and distribute revenue received in relation to the exploitation of their members' rights in Sound Recordings to individual Producers by reference to the actual use of Sound Recordings
- (D) PPI and IFPI have also been appointed by certain of their respective members (the Members) to collect revenue arising from the exploitation of their rights in their Sound Recordings (the Repertoire) in the other parties territory and wish to enter into this agreement to facilitate the collection and distribution of revenue due to Producers represented by both parties.
- (E) It is intended that each party will give the other parties Members no lesser treatment than that enjoyed by their own Members in relation to the administration and exploitation of both parties Rights in respect of the collection and distribution of revenue and the resolution of disputes.

**IT IS HEREBY AGREED** as follows:

## 1. DEFINITIONS

Members means those members of PPI and / or IFPI as the context requires who have appointed PPI or IFPI to exploit their rights in the other parties territory

Producer	means a person who owns Rights or has assigned Rights to PPI or IFPI as the context requires
PPI Repertoire	means those Sound Recordings that the Members of PPI have vested the Rights to collect revenue in the Territory in PPI.
IFPI Repertoire	means those Sound Recordings that the Members of IFPI have vested the Rights to collect revenue in Ireland to IFPI.
PPI Rights	means the right to perform the Sound Recordings in public, to include Sound Recordings in a broadcast and/or cable programme service together with the right to copy Sound Recordings only for the purpose of facilitating the public performance, broadcast and cable programme service rights
IFPI Rights	means the right to perform the Sound Recordings in public, to include Sound Recordings in a broadcast and/or cable programme service together with the right to copy Sound Recordings only for the purpose of facilitating the public performance, broadcast and cable programme service rights
Sound Recording	means a fixation of sounds, or of the representations thereof, from which the sounds are capable of being reproduced, regardless of the medium in which the recording is made, or the method by which the sounds are reproduced.
Term	this agreement enters into effect immediately upon the execution by the parties hereto and shall remain in force until termination pursuant to clause 10.
Territory	

**2. SCOPE OF AGREEMENT**

- 2.1 PPI authorizes IFPI to administer and exploit the PPI Rights in the PPI Repertoire and to collect the revenue due from such administration and exploitation in the Territory during the Term and further authorizes IFPI to distribute such revenue in accordance with Clause 4.
- 2.2 Subject always to the terms of this agreement IFPI shall administer the PPI Rights in the PPI Repertoire in the Territory in accordance with the rules of membership of IFPI as if each PPI member was in fact a member of IFPI.
- 2.3 IFPI authorizes PPI to administer and exploit the IFPI Rights in the IFPI Repertoire and to collect the revenue due from such administration and exploitation in Ireland during the Term and further authorizes PPI to distribute such revenue in accordance with Clause 4.

- 2.4 Subject always to the terms of this agreement PPI shall administer the IFPI Rights in the IFPI Repertoire in Ireland in accordance with the rules of membership of PPI as if each IFPI member was in fact a member of PPI.
- 2.5 Each party grants the other the same rights of audit, inspection and appeal in relation to the collection or distribution of revenue as are available to its own members.

### **3. EXCHANGE OF INFORMATION**

- 3.1 The parties shall upon the execution of this agreement and annually thereafter provide each other with information in digital format as to which Members are covered by this agreement and the labels and Repertoire of these Members in which they hold Rights in the other parties territory.
- 3.2 Annually, before the end of (Month) the parties shall provide each other with information in digital format regarding Sound Recordings belonging to the Members of the other party being exploited in the other territory for which that party needs further information in order to be able to distribute the revenue.
- 3.3 Annually, before the end of (Month) the parties shall provide each other with information in digital format regarding the rightful Producer per track.
- 3.4 The technical format used for the exchange of information shall be agreed between PPI and IFPI.

### **4. DISTRIBUTION AND TRANSFER OF REVENUE**

- 4.1 The parties shall exercise the same principles and procedures for collecting revenue and calculating apportioning and distributing revenue as are applied to their own Members
- 4.2 Annually on the day of (Month) each party shall pay to the other for onward distribution to that other parties Members the revenue received from the exploitation of the other parties Rights, in the currency of the paying party, net of any taxes which the paying party is legally obliged to deduct.
- 4.3 Each party shall send with any such payment a statement giving a breakdown of the revenue paid in respect of each Sound Recording and details of any tax deducted together with a tax certificate or other evidence showing that the tax has been paid to the relevant authority.
- 4.4 Each party shall then pay the revenue received from the other party to their respective Members who are entitled to same at the same time and using the same rules as used for its own Members

- 4.5 The parties shall provide each other within (time) after payment with a written statement setting out what monies received from the other party has been passed on to Members, specifying the name of each relevant Producer, its address, the amount and date of payment.
- 4.6 Each party shall make available to the other party information on unidentified tracks in the same form and at the same time as it is made available to its own Members. The amounts transferred and for which payment cannot be made for whatever reason within (time) shall be returned to the society of collection.

## **5. AUDIT**

- 5.1 The parties hereto shall both have the right, upon giving reasonable notice, to appoint authorized representatives to inspect and audit the other parties' books, accounts and records pertaining to the Rights that that party has been authorized to administer and exploit pursuant to this agreement. Any such audit shall be paid for by the inspecting party unless a discrepancy of over 5% is discovered in which case the costs of the audit shall be borne by the inspected party.

## **6. DISPUTES BETWEEN PRODUCERS**

- 6.1 Each of the parties shall notify the other (within a reasonable time) of any disputes or potential disputes which come to their attention between producers of which at least one is resident or principally based in the others' Territory and where the producers each claim an entitlement to the same Rights in the same Territory (Double Claim Disputes).
- 6.2 The parties shall use reasonable endeavours to resolve any Double Claim Dispute in the following manner:-
- 6.2.1 The party in the collecting territory shall inform the Producers involved of the Double Claim Dispute and request that they sort out the double claim between themselves without the interference of the parties
- 6.2.2 Each party shall calculate the financial value of the Double Claim and freeze further payments until they receive a written confirmation from both Producers that payment can be made and to whom.
- 6.3 In the event that a written confirmation from both Producers is not received within a reasonable period of time then the party in the collecting territory shall use reasonable endeavours to resolve any such dispute and in so doing shall apply the procedures set out in their own standard disputes resolution procedure.

## **7. COSTS**

7.1 The parties pay their own costs incurred due to the administration of this agreement.

## **8. DATA PROTECTION**

8.1 Both parties shall ensure that in performing its obligations under this Agreement that it complies with Data Protection Legislation and shall establish and maintain all reasonable technical and organizational measures against unauthorised loss or unlawful processing of Personal Data and against accidental loss of, destruction of, or damage to, personal data

8.2 Each party shall be responsible for obtaining any necessary consent for the collection and use of any personal data that it transfers to the other contracting party.

## **9. WARRANTIES AND INDEMNITIES**

9.1 Both parties hereby warrant and represent that:-

9.1.1 They have the right to administer the Rights in their own territories

9.1.2 Are legally able and authorized to enter into this Agreement and to comply with their obligations thereunder

9.1.3 Will notify the other promptly of any change in relation to the Rights in the Repertoire.

9.2 Each of the parties hereby agrees to indemnify and hold the other harmless in respect of any claims, damages, awards or expenses or other losses incurred by the other as a result of any breach of its warranties or obligations under this agreement including but without limitation in respect of any claims made against the other by any person who receives or is due monies from it and which has been paid to the other pursuant to this agreement

## **10. TERMINATION**

10.1 Each party shall have the right at any time during the continuance of this agreement to terminate it by giving the other party six months written notice.

10.2 Each party shall have the right to terminate this agreement forthwith in the event that:-

10.2.1 the other party is unable to pay its debts, ceases to trade, becomes insolvent pursuant to the laws of any jurisdiction, is dissolved, liquidated or wound up, or has a receiver administrator or examiner appointed, or

10.2.2 if there is a breach of this agreement that is not capable of remedy.

- 10.3 Each party shall have the right to terminate this agreement upon twenty one days written notice to the other party if there is a breach of this agreement which is capable of remedy, and which is not remedied within twenty one days of such notice being given.
- 10.4 If for reasons of force majeure a party cannot fulfill its obligations in accordance with this agreement, the necessary consequences shall be renegotiated by the parties in good faith to take into account the changes that took place but in the event that such renegotiation is unsuccessful each party shall have the right to terminate this agreement if the event of force majeure lasts twenty eight days or more provided that notice of termination must be given during the continuance of the event of force majeure. An event of "force majeure" shall mean any event reasonably outside the control of the party which causes an interruption of, or materially hampers, or materially interferes with the performance of its obligations under this Agreement
- 10.5 The obligations of the parties to distribute the income received from the other prior to the termination of this agreement shall survive the termination.

## **11. ASSIGNMENT**

- 11.1 Neither party shall be entitled to assign or license the whole or any part of this agreement to any third party without the written consent of the other party.

## **12. CONFIDENTIALITY**

- 12.1 The parties will at all times keep confidential information acquired in consequence of this agreement and may use the information and data exchanged in pursuance of agreement solely for the purposes of this Agreement.

## **13. NOTICES**

- 13.1 All notices given under this Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by facsimile transmission (receipt confirmed and with a confirmation copy sent by post) during normal business hours of the recipient; or on the fifth Business Day following posting, if posted by airmail (if to be sent to an address overseas) or registered post postage pre-paid (if to be sent to an address in country), in each case addressed as follows:

to PPI at the above address, marked for the attention of Dick Doyle and / or Sean Murtagh

to IFPI at the above address, marked for the attention of Ludvig Werner and / or Thomas Stenmo

or to such other addresses as the parties may from time to time notify.

13.2 Routine communications relating to the performance of this agreement may be conducted by electronic mail. However, the parties acknowledge and agree that any communication by electronic mail shall not amount to notice in writing for the purposes of this clause

**14. RIGHTS RESERVED**

14.1 All rights which are owned or controlled by either party and which have not been specifically granted to the other hereunder are hereby expressly reserved.

**15. ENTIRE AGREEMENT**

15.1 This agreement supersedes all prior agreement and arrangements and embodies the entire understanding and all the terms agreed between the parties

**16. VARIATION**

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties.

**17. WAIVER**

17.1 Waivers of any rights or remedies under this Agreement may only be given in writing. No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair the right or remedy or operate to be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

**18. SEVERABILITY**

18.1 If any provision or part of a provision of this Agreement or its application to any party is, or is found by any authority of competent jurisdiction to be invalid or unenforceable, then so far as it is invalid or unenforceable it shall be given no effect and deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

18.2 Further, the parties shall seek to negotiate in good faith an alternative provision or amendment limited to what is strictly necessary to ensure that the relevant provision is no longer unlawful or unenforceable but which, as far as reasonably practicable, substantially gives effect to the parties' intentions at the date of this Agreement and provides (to the

extent that this is legally possible) equivalent commercial benefits to those anticipated by the parties at the date of this Agreement to be reasonably likely to result from the full performance of all of the provisions of the Agreement in accordance with their terms.

**19. CONTRACT RIGHTS OF THIRD PARTIES**

19.1 This agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this agreement as a party to it and neither party can declare itself a trustee of the rights under it for the benefit of any third party.

**20. GOVERNING LAW**

20.1 The parties shall use their best efforts to settle any disputes that might arise from or in connection with this agreement by negotiation.

20.2 This agreement shall be governed by and construed in accordance with the laws of Ireland and in the event that it is not possible to settle any dispute by agreement the Courts of the Republic of Ireland shall have jurisdiction to deal with any disputes in relation thereto.

**IN WITNESS** whereof the parties hereto have hereunder set their hands the day and year first herein written.

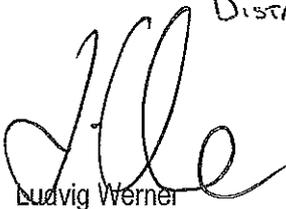


**SIGNED** for and on behalf of PPI

in the presence of:



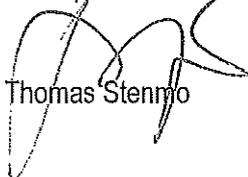
DISTRIBUTION MANAGER, PPI



Ludwig Werner

**SIGNED** for and on behalf of IFPI

in the presence of:



Thomas Stenmo

## **BILATERAL RECIPROCAL PRODUCER PAYMENT AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of January, 2014 ("Effective Date").

The undersigned Contracting Parties:

**Re:Sound**  
**1235 Bay Street, Suite 900**  
**Toronto, Ontario**  
**Canada**

and

**Phonographic Performances Ireland ("PPI")**  
**1, Corrig Avenue**  
**Dun Laoghaire,**  
**County Dublin**

### **Declare that**

Whereas Re:Sound is the collective society designated by the Copyright Board of Canada under Part VII of the Canadian *Copyright Act* to collect and distribute equitable remuneration for the public performance and communication to the public by telecommunication (except any retransmission) of published sound recordings in Canada ("Canadian Remuneration");

Whereas Re:Sound has been authorized by makers of sound recordings ("Re:Sound Producers") to collect Canadian Remuneration, and to collect royalties for the performance in public, broadcast, and cable transmission (including simulcasting and non-interactive webcasting) of published sound recordings outside Canada, including in the territory of Ireland ("Re:Sound Irish Remuneration");

Whereas PPI is a company limited by guarantee incorporated in order to collect and distribute fair payments due to its members in respect of the exploitation of the rights of public performance, broadcast and cable transmission (including simulcasting and non-interactive webcasting) of published sound recordings in Ireland ("Irish Remunderation").

Whereas PPI has been authorized by makers of published sound recordings ("PPI Producers") to collect equitable remuneration for the performance in public and communication to the public by telecommunication of published sound recordings outside Ireland, including Canada "PPI Canadian Remuneration";

Whereas the Contracting Parties desire to enter into this agreement to appoint and authorize Re:Sound to collect PPI Canadian Remuneration and to appoint and authorize PPI to collect Re:Sound Irish Remuneration;

the Contracting Parties agree as follows:-

## **AGREEMENT**

### **Art. 1 Territory and Scope of the Agreement**

1.1 This Agreement covers the rights of Re:Sound Producers and PPI Producers to receive remuneration for the performance in public and communication to the public by telecommunication (except any retransmission) of published sound recordings (the "Rights") in Ireland and Canada respectively.

1.2 Re:Sound is operating in Canada under the Canadian *Copyright Act*, R.S.C. 1985, c. C-42, as amended from time to time.

1.3 PPI is operating under the Copyright and Related Rights Act 2000 and is registered with the Controller of Patents Designs and Trademarks under reference No: P/21/03/0002/1.

### **Art. 2 Appointment**

2.1 Re:Sound has been authorized by its Producer member organizations, Connect Music Licensing Service Inc. ("CONNECT") and La société de gestion collective des droits des producteurs de phonogrammes et de vidéogrammes du Québec ("SOPROQ") who have in turn been authorized by their respective producer members, as well as by other Producers directly from time to time, to represent them abroad by signing a bilateral agreements with corresponding Producers' collective management organisations ("PMOs") in other countries and to collect equitable remuneration, including Irish Remuneration on their behalf.

2.2 PPI has been authorized by its Producer members to represent them abroad by signing bilateral agreements with corresponding PMOs in other countries and to collect equitable remuneration, including Canadian Remuneration on their behalf.

2.3 Re:Sound hereby appoints PPI as its representative and agent to collect Re:Sound Irish Remuneration on behalf of Re:Sound Mandating Members.

2.4 PPI hereby appoints Re:Sound as its representative and agent to collect PPI Canadian Remuneration on behalf of PPI Mandating Members.

2.5 This Agreement only covers the payment of Remuneration for the above mentioned Producers who have authorized Re:Sound or PPI respectively (collectively "Mandating Members").

### **Art. 3 Exchange of Information**

The parties shall exchange information in accordance with the process and requirements set out in Appendix 1 which may be amended from time to time as agreed between the parties.

#### **Art. 4 Distribution and Transfer of Remuneration**

4.1 The Contracting Parties shall transfer to each other all Canadian Remuneration and Irish Remuneration that has been allocated to the Mandating Members of the other party (collectively "Remuneration") at least once per year, within 30 days after the communication of the distribution statement and any document required by law, subject to any pending Double Claim Disputes noted in Art. 8.

4.2 Remuneration will be paid for all distribution years for which the Contracting Parties have collected royalties for the other Party's Members, to the extent that such Remuneration has not already been distributed by the Contracting Parties or released as unclaimed royalties pursuant to law.

4.3 Transfer of Remuneration shall be made in the currency of the transferor. Re:Sound shall provide Canadian Remuneration in Canadian Dollars (CAD). PPI shall provide Irish Remuneration in Euros (EUR). The costs associated with initiating the transfer of payments shall be covered by the transferring party; the costs associated with receiving and converting payments to local currency, if any, shall be covered by the receiving party.

#### **Art. 5 Payment to Producers**

5.1 PPI shall pay the Canadian Remuneration received under this Agreement to their eligible Members within 1 year of receipt from Re:Sound.

5.2 Re:Sound shall pay the PPI Remuneration received under this Agreement to CONNECT and SOPROQ, or any other party as directed by a producer entitled to receive PPI Remuneration, within 1 year of receipt from PPI.

5.3 Re:Sound shall make best efforts to ensure that CONNECT and SOPROQ in turn distribute the PPI Remuneration they receive from Re:Sound to their eligible Members within 1 year after receiving the Remuneration from Re:Sound.

#### **Art. 6 Administration Costs**

6.1 Each Contracting Party may deduct from any Remuneration it receives from the other party reasonable costs it incurred to administer the distribution of such Remuneration ("Administration Fee"). The Administration Fees shall be applied in the same manner as administration cost made for the Contracting Party's own Members (or in the case of Re:Sound, the administration cost made for CONNECT and SOPROQ). Notwithstanding the foregoing, in no event will a Contracting Party apply a higher Administration Fee than the actual costs associated with distributions of Remuneration.

#### **Art. 7 Tax Withholdings**

7.1 Each Contracting Party may withhold taxes from any Remuneration transferred to the other Party as required by national law and in accordance with any applicable income tax treaty. However, each party shall use commercially reasonable efforts to provide the other Party with information on how the other party may avoid having taxes withheld from such Remuneration. A party providing such information shall not be deemed to have

provided the other party with legal advice when providing such information. Each Contracting Party shall be responsible for obtaining any legal opinions it requires.

### **Art. 8 Disputes Between Producers**

8.1 In the case of a dispute between two or more Members of the Contracting Parties ("Double Claims"), each claiming an entitlement to the rights of remuneration for a particular sound recording in the same territory for the same distribution period (a "Double Claim Dispute"), within three months after receipt of the information set out in Art. 3.4 (Recording Claims) by PPI, or, in the case of Re:Sound, three months after Re:Sound begins processing PPI's Recording Claims as per the schedule for its various tariffs, the Contracting Parties shall notify each other of any Double Claim Disputes or potential disputes which come to their attention.

8.2 The Contracting Parties shall use reasonable efforts to resolve any Double Claim Dispute in the following manner:

- a. each party shall inform its Member involved in the Double Claim Dispute in writing about the dispute;
- b. each party shall calculate the financial value of the rights of remuneration at issue in the dispute and freeze future payments on those rights.
- c. each party shall end the freeze on future payments mentioned in subsection b) above if:
  - i. the parties receive written confirmation from all Members involved in the dispute that payment can be made and to whom, or
  - ii. a resolution of the dispute has been reached to the reasonable satisfaction of the Members involved in the dispute.
- d. each party shall attempt to resolve Double Claim Disputes within two months of being notified of such disputes.

### **Art. 9 Control Procedures**

9.1 Upon request, a Contracting Party shall provide to the other party all relevant information on the Producers, registered recordings and documents within its office premises, to enable the other party to fulfil its obligations under this Agreement.

9.2 Upon request, a Contracting Party will supply the other party with all specific information on the actual use of Producers' recordings available.

9.3 Upon request and not more than once per calendar year, a Contracting Party, at its own expense and through its own personnel or external accountants, will supply to the other party information and records to confirm the accuracy of Remuneration transferred by it under this Agreement in the preceding calendar year. The receiving party's external accountants may review all such information and records.

9.4 Each Contracting Party shall take appropriate steps to ensure confidentiality of all information exchanged or supplied pursuant to this Agreement to the extent required by the other party or statutory provisions in its own territory. Notwithstanding the foregoing, Re:Sound may share information received from PPI pursuant to this Agreement with CONNECT and SOPROQ and/or the Producers covered by this Agreement for the purpose of distributing Irish Remuneration.

#### **Art. 10 Settlement of Disputes between the Contracting Parties/Applicable Law**

10.1 The Contracting Parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.

10.2 Such disputes shall be settled, first and foremost, by arbitration upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the said proceeding shall be submitted to and governed by the law of the Defendant's court of venue.

#### **Art. 11 Force Majeure**

11.1 In the event that any party is unable to perform any of its obligations under this agreement due to events outside its control, such as natural disasters or other acts of God, strikes, work disruptions or the actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. However, upon receipt of such notice, this agreement shall be suspended for such reasonable period of time as required for the party so affected, using all diligent efforts, to be able to resume performance.

#### **Art. 12 Non-Assignability of this Agreement**

12.1 Neither of the Contracting Parties may assign all or parts of this Agreement to any third party whatsoever without the written consent of the other party. This Agreement, and any amendment thereto, shall enure to the benefit of and be binding upon each party and their respective successors and permitted assigns.

#### **Art. 13 Duration and termination**

13.1 This Agreement comes into force as of the Effective Date, and continues in force until the December 31, 2015. This Agreement shall automatically renew for subsequent one year periods, unless terminated by notice in writing by either party at least 60 days prior to the expiry of the then current term in accordance with Art. 14.

13.2 The Contracting Parties will renegotiate in good faith and amend this Agreement from time to time in order to take into account the changes that occur during the term of this Agreement with regards to the Contracting Parties' authority to collect remuneration, representation of its Members or administration of distribution of the Remuneration.

## **Art. 14 Notice**

14.1 Any notices and other communications between the Contracting Parties shall be provided in writing (unless otherwise provided herein) and hand delivered or sent by courier service, registered mail, facsimile, or by email, addressed as follows:

If to Re:Sound:

Ian MacKay  
President, Re:Sound  
1235 Bay Street, Suite 900  
Toronto, Ontario M5R 3K4  
Canada  
Fax +1 416 962 7797  
[imackay@resound.ca](mailto:imackay@resound.ca)

If to PPI:

Joe Fitzpatrick  
Head of Finance  
[joe@ppimusic.ie](mailto:joe@ppimusic.ie)  
and  
Luke Griffin  
Distributions Manager  
[luke@ppimusic.ie](mailto:luke@ppimusic.ie)  
both of  
1 Corrig Avenue  
Dun Laoghaire  
County Dublin

Or to such other addresses as may be designated by such party from time to time by notice as aforesaid. Anything mailed shall be presumed to have been received five business days after it was mailed. Anything sent by fax or email shall be presumed to have been received the day it was transmitted or on the next business day if sent on a holiday or weekend.

## **Art. 15 Confidentiality**

15.1 All obligations under this agreement (including but not limited to those set out in Articles 3 and 9) are subject to each party's confidentiality requirements and accordingly shall be interpreted in a manner that conforms with each party's confidentiality requirements to their respective members or as otherwise required by law.

## **Art. 16 Warranties**

16.1 PPI hereby warrants and represents that:

16.1.1 it has the right to administer the Rights in the PPI Mandating Members' repertoire in Canada;

16.1.2 It is legally able and authorized to enter into this Agreement and to comply with its obligations hereunder; and

16.1.3 It will notify Re:Sound promptly of any change in authorization as it has in relation to the Rights in the PPI Mandating Members' repertoire in Canada.

16.2. Re:Sound hereby warrants that:

16.2.1 it has the right to administer the Rights in the Re:Sound Mandating Members' repertoire in Ireland;

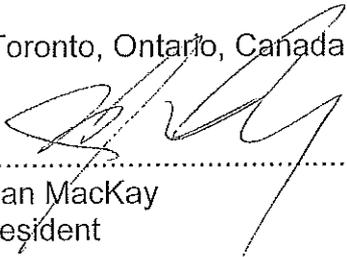
16.2.2 It is legally able and authorized to enter into this Agreement and to comply with its obligations hereunder; and

16.2.3 It will notify PPI promptly of any change in authorization as it has in relation to the Rights in the Re:Sound Mandating Members' repertoire in Ireland.

For Re:Sound:

Date:

Place: Toronto, Ontario, Canada



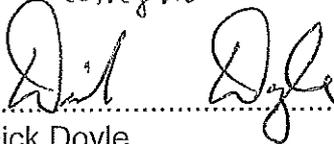
.....  
Name: Ian MacKay

Title: President

For PPI:

Date: 11 December 2014

Place: 1 Conyn Avenue Du Leoghane Co. Dublin



.....  
Name: Dick Doyle

Title: Chief Executive Officer

## Appendix 1- Exchange of information and Distribution Process

The Contracting Parties shall exchange the following repertoire information of each of their respective Producers covered under this Agreement.

### Mandatory data:

- Claiming society's local ID for the recording
- Track title
- Track main artist
- Claiming society's local ID for rights owner
- Name of rights owner
- Start date of rights
- Ownership percentage
- Name of first producer
- Nationality of first producer
- Country of recording
- Year of recording

### Data to be provided where available:

- ISRC
- End date of rights (must be provided when rights terminate)
- Year of first release
- Track duration (in minutes and seconds)
- Album name
- Album main artist
- Performer line-up
- Performer category (feature, background)
- Track composer
- Track genre
- Catalogue number
- UPC
- Track number on album

**COOPERATION AGREEMENT**  
**concerning the rights of phonogram producers**

Between:

**Phonographic Performance Ireland Ltd** with its registered seat in Dublin, represented under the Power of Attorney by the Chief Executive Dick Doyle (hereinafter referred to as **PPI**), on the one hand,

And

**Eesti Fonogrammitootjate Ühing** (Estonian Association of the Phonogram Producers) with its registered seat in Tallinn, represented under the Power of Attorney by the Managing Director Raili Maripuu (hereinafter referred to as **EFÜ**), on the other hand,

Hereinafter referred to separately as a Party, or together as Parties

Declare that

Whereas the Parties will cooperate in order to strengthen the rights of the neighbouring rights holders and further an effectively functioning international administration of such rights through bilateral agreements between collective administration societies,

The Parties have concluded the following Cooperation Agreement (hereinafter referred to as Agreement).

**Article 1: Definitions**

For the purposes of the Agreement:

- (a) **“phonogram”** means the fixation of the sounds of a performance or of other sounds, or of a representation of sounds other than in the form of a fixation incorporated in a cinematographic or other audiovisual work, and a copy of such fixation;
- (b) **“rights”** means neighbouring rights, i.e. the rights of the phonogram producers and performers deriving from international treaties and national legislation of the Parties specified in Annex 1 to the Agreement (hereinafter referred to as Annex 1);
- (c) **“rights holders”** means the persons, who, or the legal entities, which have the right to enjoy the neighbouring rights;
- (d) **“members”** means the rights holders who have authorised the Parties to represent them by collective administration of their rights in their home territory as well in other territories;
- (e) **“collecting society”** means the organisation that collectively administers the rights of its members and foreign rights holders and, in certain cases, other rights holders on the basis of respective authorisation(s);
- (f) **“territory of collecting”** means the territory wherein a collecting society administers the rights of the rights holders;
- (g) **“remuneration”** means the payment for the use of phonograms payable by users of phonograms to the rights holders via collecting society.

DD

PM.

## **Article 2: Territory of the Agreement**

- 2.1. The Agreement covers the representation and administration of rights of the rights holders the Parties represent in Ireland and in Estonia respectively.
- 2.2. The Parties operate in their respective territories according to the international treaties and their respective national legislation and their respective national practise.

## **Article 3: Authorisation to administer**

- 3.1. The Parties have been empowered by their members to represent them abroad by signing bilateral agreements with corresponding collecting societies in other territories.
- 3.2. In accordance to the authorisation of their members the Parties empower each other to represent in their respective territories the members of the other Party in any respect as to the use of phonograms protected under national legislation and the applicable international treaties of the rights of neighbouring rights holders as specified in the Annex 1.
- 3.3. The empowerment includes, inter alia, the right to appear in their own names before the courts of law in disputes concerning the rights of the rights holders and to make arbitration agreements in such disputes.

## **Article 4: Membership**

- 4.1. The Agreement covers only the rights of those members who have authorised their collecting society to represent their rights both within their home territory as well as in the territory of the other Party. The rights of the members can be succeeded according to the rules and regulation of respective collecting society of the members.
- 4.2. Rights holders who are members of both Parties are not covered under the Agreement.
- 4.3. On an annual basis the Parties shall provide each other with detailed and full databased information on their members to substantiate the claims for remuneration. This information shall fulfil the technical specifications as agreed by both Parties in the Annex 2 to the Agreement (hereinafter referred to as Annex 2).
- 4.4. The Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of respective Party.
- 4.5. The Parties shall refer to the other Party all authorisations from the rights holders living in the territory of the other Party.

## **Article 5: Code of conduct**

- 5.1. The Parties agree to observe the principles and recommendations adopted by the Performing Rights Committee (PRC) of International Federation of the Phonographic Industry (IFPI) and renegotiate and update the Agreement accordingly in good faith and the spirit of collaboration.
- 5.2. The Parties shall apply the same principles for and methods of collecting, monitoring of uses and distribution of remuneration as those that they apply to their own members all within the framework of the Agreement.



### **Article 6: Liability**

- 6.1. The Parties will cooperate to ensure that their members receive the rightful remuneration in accordance to the national legislation and distribution schemes applied in respective territories.
- 6.2. Any claim for remuneration from members of the Parties shall be settled by PPI and EFÜ, respectively. Thus no such members of the Parties can claim any remuneration from the collecting society of the other territory directly.

### **Article 7: Co-operation**

- 7.1. The Parties agree to provide each other with any other relevant information and to take any step necessary for the proper functioning of the Agreement and the effective administration of the rights referred to in the Annex 1.
- 7.2. Once a year the Parties inform each other about amendments in the applicable legislation, if any, the societies' statutes or by-laws, collecting practices, distribution schemes and pass on copies of the audited annual accounts.

### **Article 8: Administration costs**

The Parties cover their own costs incurred under the administration of the Agreement.

### **Article 9: Settlement of disputes**

- 9.1. By negotiation the Parties shall use their best efforts to settle any dispute that might arise from or in connection with the Agreement or its implementation.
- 9.2. Such disputes shall be settled, first and foremost, by arbitration upon which the Parties shall agree. However, if the implementation of the Agreement might lead to legal proceedings, the said dispute shall be submitted to and governed by the law of the defendant's court of venue.

### **Article 10: Force Majeure and hardship**

If for reasons of force majeure or hardship a Party cannot fulfil its obligation in accordance with the Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with Article 9 of the Agreement. The Parties will renegotiate the Agreement in good faith in order to take into account the changes that have occurred.

### **Article 11: Non-transferability of the Agreement**

Neither of the Parties shall have the right to assign the Agreement or any part of it to any third party whatsoever without the written consent of the other Party.

### **Article 12: Revision of legislation**

In the event of amendments to the applicable national legislation or international treaties, or the adoption of new international instruments aiming to introduce new rights or extend



existing ones, the Parties hereto agree to amend the Agreement so that the mutual powers of administration may reflect the new provisions or the new rights.

**Article 13: Other provisions**

- 13.1. The Agreement supersedes any earlier oral and written agreements between the Parties concerning performance of the obligations set out in the Agreement.
- 13.2. The Agreement shall enter into force on January 1<sup>st</sup> 2002 and shall continue in force until the end of the fifth (5) calendar year following this date. The Agreement shall remain in force automatically for one (1) year at a time, unless notice of non-renewal is made by registered mail by either Party no later than six (6) months before the expiry of the contract period.
- 13.3. Annexes to the Agreement are integral part of the Agreement and shall enter into force simultaneously with the Agreement and for the same period as the Agreement.
- 13.4. Any amendments the Agreement are integral part of the Agreement and shall enter into force immediately after both Parties sign them.
- 13.5. The invalidity or impossibility of performance of any provision of the Agreement shall not render the other provisions of the Agreement invalid or impossible to perform.
- 13.6. The Agreement has been concluded in English in two (2) identical counterparts of equal legal power, one (1) of which shall remain with each Party.

Dublin, (date) 15/1/02

Tallinn, (date) 11/01/2002

  
PPI – Dick Doyle

  
EFÜ – Rauli Maripuu

**Footnote:** *By signing the Agreement the Parties will sign each page of the Agreement.*

**Cooperation agreement  
concerning the rights of phonogram producers  
ANNEX 1**

**Article 1: Rights covered under the Agreement**

The Agreement covers the right to equitable remuneration conferred to the members of the Parties under their national legislation and international treaties for the use of their phonograms in broadcasting, re-broadcasting, public performance and retransmission by cable or in other uses.

**Article 2: Database cooperation**

- 2.1. The Parties shall assist each other in establishing of databases on their members and on the protected national phonograms from the respective territories.
- 2.2. The Parties are obliged to exchange the data on their members, if necessary, and data on the protected national phonograms, in particular (hereinafter referred to separately as Members Data and Repertoire Data, respectively, or together as Data), of the respective territories to complete their respective databases as agreed in Annex 2.
- 2.3. The Parties shall ensure confidentiality of exchanged Data according to the Article 4(4) of the Agreement.

**Article 3: Non-transfer of remuneration**

Remuneration to members of the Parties collected and distributed under the Agreement stays in the territory of collecting.

**Article 4: Compensation**

- 4.1. The Parties agree to utilize the collected remuneration for compensation of their members concerned as far as is practicable in proper proportion to the remuneration remaining in the other territory.
- 4.2. The Parties shall provide each other with whatever information is available in order to facilitate a proper compensation of the remuneration to the members of the other Party.

**Article 5: Duration**

- 5.1. The Parties declare their intention to develop collective management systems of the rights of their members enabling partial or full exchange of the remuneration in accordance to the actual use of the protected phonograms within a maximum of five (5) years. However, due consideration shall be taken in respect to rights, rights holders or uses where the necessary information to allow individual distribution is not available.



5.2. Remuneration collected under the Agreement shall be distributed in accordance with the Agreement even though the Agreement itself has expired or either of the Parties has ceased its activities.

Dublin, (date) 15/1/02

  
PPI - Dick Doyle

Tallinn, (date) 11/01/2002

  
EFÜ - Raili Maripuu

**Footnote:** By signing the Annex the Parties will sign each page of the Annex.

**Cooperation Agreement  
concerning the rights of phonogram producers  
ANNEX 2**

**Article 1: Scope of exchanged Data**

Parties agree that they will deliver each other Data according to the Article 2 in Annex 1 in agreed format specified in Article 3 in Annex 2.

**Article 2: Schedule of Data delivery and update**

- 2.1. Members Data will be delivered not later than 31<sup>st</sup> March 2002 and will then be updated once a year, at the end of January each year.
- 2.2. Repertoire Data will be delivered not later than 31<sup>st</sup> March 2002 and will then be updated once a year, at the end of January each year.
- 2.3. The Party shall comment on and correct the Data from the other Party within eight (8) weeks.

**Article 3: Format of Data**

- 3.1. Exchanged Data shall have the form of Microsoft Excel sheets, one sheet with Members Data, and one with Repertoire Data.
- 3.2. Members Data shall have the form of table, containing following columns:
  - 3.2.1. Company name
  - 3.2.2. Label name
  - 3.2.3. Address (street)
  - 3.2.4. ZIP code
  - 3.2.5. City
  - 3.2.6. Country
  - 3.2.7. Phone number
  - 3.2.8. Name of contact person
  - 3.2.9. Position of contact person
- 3.3. Repertoire Data shall have the form of table, containing following columns:
  - 3.3.1. Track (phonogram) title
  - 3.3.2. Track duration
  - 3.3.3. Name of performer(s)
  - 3.3.4. Author(s)
  - 3.3.5. Composer(s)
  - 3.3.6. Label
  - 3.3.7. Album title (if available)
  - 3.3.8. Catalogue number (if available)
  - 3.3.9. Year of recording (if available)
  - 3.3.10. Date of publication (if available)
  - 3.3.11. Date of entering the data into database (if available)
  - 3.3.12. ISRC (if assigned)



3.4. If information in single field contains more data than one (1) piece (i.e. names of more than one author) those pieces shall be separated by semicolon.

**Article 4: Transfer of Data**

Exchanged Data will be recorded on CD-R or single diskette 3.5" without use of any packing utilities.

Dublin, (date) 15/1/02

Tallinn, (date) 11/01/2002

  
\_\_\_\_\_  
PPI – Dick Doyle

  
\_\_\_\_\_  
EFÜ – Raili Maripuu

**Footnote:** By signing the Annex the Parties will sign each page of the Annex.

## Bilateral Agreement concerning the Rights of independent Producers of Phonograms Sena - PPI.

### The undersigned Parties:

#### Stichting ter Exploitatie van Naburige Rechten (Sena)

Catharina van Renneslaan 20, 1217 CX Hilversum, The Netherlands, Phone: +31-35-6251700, Fax: +32-35-6280971,  
on the one hand

and

Phonographic Performance (Ireland) Company Limited by Guarantee (PPI)  
63 Patrick Street, Dun Laoghaire, County Dublin

on the other hand

### Declare that

**Whereas the Contracting parties entered into a bi-lateral agreement more than ten years ago but are unable to find a copy of the agreement. This agreement confirms the terms that the parties have been operating during that time.**

Whereas the Contracting Parties co-operate in order to strengthen the producers' rights and ensure an effectively functioning international administration of such rights;

Whereas the proper administration of producers' rights requires that the Contracting Parties have set up an effective administration which enables the Contracting Parties to distribute individually among the producers the remuneration as much in proportion to the actual use of their protected phonograms as possible;

Whereas the sole purpose of this Agreement is to facilitate the payment of remuneration due to producers and hereby remedy difficulties arising for producers represented by the Contracting Parties;

Whereas the Contracting Parties have been effecting full exchange of individual remuneration to the producers of the respective societies as from the entering into force of the original agreement,

Whereas the Contracting Parties shall make and have been making their best efforts to prevent a disturbance of the relationship between the licensor and licensee of producers' rights,

the Contracting Parties have made the following agreement:-

## **Article 1 - Territory of the Agreement**

1. This agreement covers the administration of producers' rights concerning the communication to the public of phonograms published for commercial purposes, including: broadcasting, rebroadcasting, *webcasting*, *Simulcasting* and public performance in the Netherlands and in Ireland, protected under national law, and the applicable international conventions.
2. On behalf of the producers of phonograms, Sena and PPI are in accordance to their regulations and declarations of membership authorised to collect and distribute remuneration in respect of the producers' rights as mentioned in par. 1 respectively in the Netherlands (Sena's territory) and in Ireland. (PPI's territory).

## **Article 2 - Authorisation to administer**

1. Sena and PPI have been directly and exclusively authorised by their respective associated producers of phonograms, not having an office and/or a licensee in the territory of the other Party - hereafter called "members"- to represent their rights abroad and with a binding effect on their behalf to make arrangements for an exchange of remuneration with corresponding organisations abroad.
2. This Agreement only covers the above-mentioned members having given Sena and PPI respectively such a mandate.
3. In accordance to these mandates given by their members the Contracting Parties assign and grant to each other (if and insofar the Parties are not directly authorised to do so by virtue of the national law) to the exclusion of any other and of themselves to exercise and maintain the Producers' Rights and claims their respective members are entitled to in the territory of the other society.

## **Article 3 - Exchange of information**

Upon signature of this Agreement and before the end of each year, the Parties will exchange the following information in three phases as mentioned below:

1. Once a year, Contracting Parties shall provide each other with information in digital format as to which producers are covered by this Agreement and the labels and repertoire of these producers for whom they do hold the collection rights in the territory of the contracting Party.
2. Once a year, the Contracting Parties shall provide each other information in digital format regarding tracks (belonging to the producers of the other claiming Contracting Party) being broadcast in the other country, for which the societies need further information in order to be able to distribute the remuneration.
3. Once a year, the Contracting Parties shall provide each other information in digital format regarding the rightful producer per track.
4. Technical format used for the exchange, shall be discussed between PPI and Sena.

## **Article 4 - Distribution and Transfer of Remuneration**

1. PPI and Sena each undertake to exercise principles and procedures for collecting and distributing remuneration which are the same as those applied for their own members.
2. Those net remuneration, which in accordance to individual account of reference to the national distribution plan is entitled to members of the other Party, and which has not already been represented by another producer which has been legitimately nominated, shall be exchanged between PPI and Sena on an annual basis in the year following to the year of collection.
3. Members of PPI and Sena, respectively, who have received remuneration in accordance to this present Agreement are not positioned to claim remuneration from the society of the other country directly.

## **Article 5 Payment of the beneficiaries**

1. The Contracting Parties will pay all monies received from the other Contracting Party under clause 4 to the named producers, without any deduction, within a maximum time limit of six months starting on the date that the moneys were received. The origin of the distributed sums should thereby be mentioned.
2. The Contracting Parties will provide each other within 28 days after payment (but no more than three times in any calendar year) with a written statement setting out what moneys received from the other Contracting Party have been passed on to producers, specifying the name of each relevant producer, its address, the amount and date of payment.
3. The amounts transferred and for which the payment address of the beneficiary cannot be identified or cannot be paid out to the producers for any other reason within 6 months, shall be returned to the society of collection.

## **Article 6 - Administration costs**

The Contracting Parties cover their own costs incurred under the administration of this Agreement. Contracting Parties are able to deduct admin fees on the collected foreign remuneration, before transferring monies to their local members.

## **Article 7 - Fiscal modalities**

The Contracting Parties shall not deduct tax at source on collected remuneration in the country of collection. This tax deduction will take place in the receiving country, being the country of residence.

## **Article 8 - Disputes Between Producers ("Double claims")**

1. Disputes between two or more record producers who are resident or principally based in the other Contracting Party's territory and which producers each claim an entitlement to the Producers' Right in the same territory for the same period are considered as Double Claim Disputes. Within 28 days after receipt of the information as mentioned in

article 3 par. c, each of the Contracting Parties shall notify the other of any Double Claim Disputes or potential disputes which come to their notice.

2. The Contracting Parties shall use reasonable endeavours to resolve any Double Claim Dispute in the following manner:
  - Contracting Party shall inform the producers involved in a double claim on airplay in the country of collection in writing about the Double Claim Dispute in which the producers are involved.
  - Producers involved in a double claim are requested to sort out the double claim mutually without interference of the Contracting Parties.
  - Each party shall calculate the financial value of the Producers' Right and freeze future payments of the Producers' Right.  
Each party shall end the frozen future payments as mentioned under par. b if a written confirmation by all relevant producers to the Double Claim Dispute is received that payment can be made and to whom or resolution of the Double Claim Dispute to the reasonable satisfaction of the relevant producers, whichever is earlier;

## **Article 9 – Control Procedures**

1. The Contracting Parties shall have access to all relevant information on the producers, registered recordings and documents within the office premises of the other Party, which enables the Parties to exercise control of the proper functioning of this Agreement.
2. Upon request the Contracting Parties are obliged to supply the other Party with all specific information on the actual use of producers' recordings available.
2. Upon request, the external accountants of the Contracting Party are obliged to supply to the other Party an audit of Accuracy, Completeness, and Delivery in time of the supplied information. If requested by the receiving Party, its own external accountant shall review the provided audit.
3. The Contracting Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of this Agreement.

## **Article 10 - Settlement of disputes between the Contracting Parties/ Applicable Law**

1. The Contracting parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.
2. Such disputes shall be settled, first and foremost, by arbitration upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the said dispute shall be submitted to and governed by the law of the Defendant's court of venue.

## **Article 11 - Force Majeure and hardship**

If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with article 9. The parties will renegotiate this Agreement in good faith in order to take into account the changes that took place.

## Article 12 - Untransferrability of this Agreement

Neither of the Contracting Parties shall have the right to assign all or parts of this Agreement to any third party whatsoever without the written consent of the other Party.

## Article 13 - Duration and termination

1. This Agreement enters into effect immediately upon duly signatures of the two parties.
2. This Agreement shall remain in force until notice of termination has been made in writing by either Party no later than six (6) months before the expiration of a calendar year.

Hilversum, 22 May 2017

DUBLIN 31<sup>st</sup> MAY 2017

Duly authorised for and on behalf of

Sena:



signed by: Markus Bos

PPI  


signed by: Dennis Woods

Managing Director

Chairman

**PPI - GVL Bilateral Agreement**  
**Between Music Licensing Collectives**  
**Concerning the Rights of Independent Producers of Sound Recordings**

The undersigned Contracting Parties:

**Gesellschaft zur Verwertung von Leistungsschutzrechten mbH (GVL)**

Podbielskiallee 64, 14195 Berlin, Germany

Phone: +49 (0)30 48483-600, Fax: +49 (0)30 48483-700, Email: [gvl@gvl.de](mailto:gvl@gvl.de),

USt.-Id.-Nr. (Fiscal code): DE 118 554 621, IBAN: DE25 2008 0000 0383 9515 00 at Commerzbank represented by Guido Evers and Dr. Tilo Gerlach as Managing Directors

On the one hand

And

**Phonographic Performance Ireland CLG (PPI)**

63 Patrick Street, Dun Laoghaire, Co. Dublin, Ireland

Phone: +353 (0) 1 280 5977, Email: [info@ppimusic.ie](mailto:info@ppimusic.ie)

represented by Joe Fitzpatrick and Luke Griffin as Head of Finance and Distribution Manager respectively

On the other hand

(Individually a "Contracting Party," collectively the "Contracting Parties")

Declare that

Whereas the Contracting Parties will cooperate to strengthen the rights of producers of sound recordings (hereinafter "producers") and ensure an effectively functioning international administration of such rights through bi or multilateral agreements between Music Licensing Collectives ("MLCs");

Whereas the proper administration of producers' rights requires that the Contracting Parties have already established an effective system of administration enabling them to distribute the remuneration individually to the producers in proportion to the actual use of their protected sound recordings, to the highest degree possible;

Whereas the purpose of this Agreement is to facilitate the payment of remuneration due to producers and, in terms of receiving remuneration, to approximate as much as possible the conditions enjoyed by rightholders and hereby remedy difficulties arising for producers represented by the Contracting Parties;

Whereas, from the date of entry into force of this Agreement, the Contracting Parties are capable to pay individual remuneration to the rightholders of the other Contracting Party according to the same rules as for their own rightholders, allowing for an accurate distribution on an individual basis proportional to the use of protected sound recordings in the territory of the other Contracting Party,

Whereas the Contracting Parties shall make their best efforts to prevent a disturbance of the relationship between the licensor and licensee of producers' rights.

The Contracting Parties have made the following:

## **AGREEMENT**

### **Article 1 – Assignment of Rights and Territory covered**

This Agreement covers the reciprocal assignment of producers' rights for their administration in the respective territories of Germany and Ireland.

GVL is operating in Germany under the provisions of the German Copyright Act from 1965 as amended up to June 23<sup>rd</sup> 2021 and German Collecting Societies Act from 2016 as amended up to May 31<sup>st</sup> 2021 and of its bylaws and internal regulations.

PPI is operating in Ireland under the provisions of The Copyright and Related Rights Act 2000 as amended, and of its bylaws and internal regulations.

### **Article 2 - Authorization to Administer**

The Contracting Parties have been empowered by their respective rightholders to represent them via bi- or multilateral agreements with corresponding MLCs in other countries and territories.

The Contracting Parties warrant that they are entitled to represent their respective rightholders within the territory determined in Article 1 with respect to the rights specified in Annex I.

In accordance with the mandates given them by their rightholders, the Contracting Parties empower each other to represent their rightholders in the territory of the other, as to the use of sound recordings protected under applicable national and EU laws and international conventions, with respect to the rights specified in Annex I.

Rightholders of the Contracting Parties are not positioned to claim directly for the use of their sound recordings in accordance to this Agreement.

### **Article 3 – Rightholders covered by this Agreement**

This Agreement covers only the rights of rightholders. For the purposes of this Agreement the term "rightholder" means the natural person or entity who/that has authorised their MLC to represent them within the territories of the other Contracting Party. Rightholders of both Contracting Parties for the same rights in the same territories are not covered by this Agreement.

The Contracting Parties shall work together to ensure that no applicants to their MLC are already rightholders of the other Contracting Party. In cases where a rightholder is found to be a rightholder of another Contracting Party, the Contracting Parties shall negotiate in good faith to come to agreement.

#### **Article 4 - Mutual Recognition of Rules**

The Contracting Parties mutually recognize the statutes, bylaws, internal regulations, and distribution rules of the other Contracting Party.

#### **Article 5 – Cooperation**

The Contracting Parties shall cooperate to ensure that their rightholders receive rightful remuneration in accordance with their respective national legislations and applicable distribution rules.

The Contracting Parties agree to provide each other with any information and to take any steps necessary for the proper functioning of this Agreement and for the effective administration of the rights specified in Annex I.

The Contracting Parties shall inform each other of any changes in their applicable legislations, statutes, bylaws, internal regulations, and collecting practices or distribution rules, and, once a year, upon request shall provide each other with copies of their audited annual accounts and/or any other documents required by law.

Any claim for remuneration by rightholders of the Contracting Parties covered by this Agreement according to Article 3 shall be settled by GVL and PPI independently.

Remuneration erroneously paid to a Contracting Party shall be returned to the other Contracting Party, promptly upon having been notified to do so by the other Contracting Party. However, if in accordance with Article 5 of Annex I, such remuneration has already been paid to a specified rightholder by the receiving Contracting Party, such remuneration shall not be returned.

#### **Article 6 - Administration Costs**

Each Contracting Party shall deduct its own administration costs incurred in the collection and distribution of remuneration derived from its own territory.

Other than administration costs incurred on behalf of the other Contracting Party in the collection and distribution of remuneration derived from its own territory (or from income from any investment of that remuneration), a collecting Contracting Party shall not make any other deductions ("Other Deductions"),

unless either (i) such Other Deductions are required under the local legislation of the collecting Contracting Party or (ii) the receiving Contracting Party expressly consents to such Other Deductions.

PPI hereby expressly consents to the taking by GVL of Other Deductions, with respect to social, cultural, and educational funds and services to rightholders. In compliance with the German Collecting Societies Act, GVL may make deductions of up to 5% for cultural, cultural-political and social purposes from the revenue from rights it manages under this agreement.

GVL hereby expressly consents to the taking by PPI of Other Deductions, with respect to social, cultural, and educational funds and services to rightholders not exceeding 5%.

The Contracting Parties shall provide each other with relevant information regarding their administration costs and Other Deductions.

#### **Article 7 - Data Protection and Confidentiality**

The role of the Parties as to the data processing and their qualification under the applicable data protection law is provided in Annex IV.

The Contracting Parties confirm that the personal data that they collect and exchange with respect to their rightholders is strictly for the purposes of identifying, documenting, collecting, distributing, invoicing and exchanging remuneration due to producers.

The Contracting Parties shall ensure that they comply with the provisions and obligations imposed by the applicable data protection legislation (i.e., the GDPR or successor legislation) or required by the other Contracting Party.

The Contracting Parties shall be responsible for obtaining any necessary consent for the collection and use of personal data that they may transfer to the other Contracting Party for the purpose of this Agreement.

The Contracting Parties shall take appropriate steps to ensure the confidentiality of information, to the extent required by the other Contracting Party or the applicable statutory provisions. Unless otherwise agreed by the Contracting Parties all information obtained from a Contracting Party regarding that Contracting Party or its members in the course of implementing this Agreement shall be regarded as confidential.

Without limiting the generality of the foregoing, the Contracting Parties shall maintain the data protection requirements and the confidentiality of all personal data processed (in the sense of the GDPR) by the

Contracting Parties, use it only for the purposes as mentioned in the second paragraph and only in the interests of producers, and not communicate it to third parties, it being noted that Phonographic Performance Limited (PPL) operates as PPI's agent.

#### **Article 8 - Control Procedures**

Subject to mutually agreed date(s) and timeframe(s), the Contracting Parties shall have access to all relevant information on the producers, registered sound recordings and other documents of the other Contracting Party, which enables the Contracting Parties to ensure the proper functioning of this Agreement, and which could not be obtained otherwise.

Upon request, the Contracting Parties shall be obliged to supply the other with all specific information available on the actual use of producers' repertoire.

Furthermore, upon request, the Contracting Parties shall be obliged to supply the other an audit of Accuracy, Completeness, and Delivery in time of the supplied information at the expenses of the requesting Contracting Party unless the audit reveals that the Contracting Party audited has materially breached its obligation under this Agreement, in such case the audit costs shall be borne by the Contracting Party audited. If requested by the receiving Contracting Party, an independent accountant, on whom both Contracting Parties agree provided that such action is reasonable taking into account the amount of funds exchanged shall be designated to review the audit provided.

#### **Article 9 - Settlement of Disputes between the Contracting Parties / Applicable Law**

The Contracting Parties shall make every effort by negotiation to settle any disputes that may arise from or in connection with this Agreement or its application under consideration of the respective bylaws.

However, if a dispute leads to legal proceedings, such dispute shall be submitted to the appropriate forum of and governed by the laws applicable on the defendant's place of jurisdiction.

#### **Article 10 - Force Majeure and Hardship**

If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by both Contracting Parties or settled in accordance with Article 9. The Contracting Parties will renegotiate this Agreement in good faith, considering any changes that may have occurred.

### **Article 11 – Non-transferability of this Agreement**

Neither of the Contracting Parties shall have the right to assign this Agreement in part or in whole to any third party whatsoever without the written consent of the other Contracting Party.

### **Article 12 - Revision of Legislation**

In the event of an amendment to an applicable national or EU law or international convention or treaty, or the adoption of a new international instrument having resulted in the introduction of new rights or in the extension of existing ones, the Contracting Parties hereby agree to re-discuss this Agreement in good faith so that the mutual powers of management may reflect the new provisions or rights.

### **Article 13 – Anti-Corruption Policy**

The Contracting Parties are committed to ethical business practices and to acting with integrity in all aspects of their business. That commitment includes compliance with anti-bribery and anti-corruption laws throughout the world, including but not limited to prohibitions against:

1. paying or offering to pay money or anything of value, directly or indirectly, for the purpose of influencing them to secure an improper advantage or obtain or retain business to any of the following persons:
  - a. an executive, official, employee or agent of a governmental department, agency or instrumentality,
  - b. a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business,
  - c. a political party or official thereof, or candidate for political office,
  - d. an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank)
- or
2. paying or offering to pay money or anything of value, directly or indirectly, to any private person or organization to induce any person to improperly perform a function or activity in connection with a business or organization, a person's employment, or a public function;
- or
3. requesting, agreeing to receive, or accepting a financial or other advantage in exchange for improper performance of a function or activity in connection with a business or organization, a person's employment, or a public function.

### **Article 14 - Duration and Termination**

This Agreement shall enter into force on the last Party's signature date and shall remain in force until the end of the third calendar year following this date ("End Date").

If either of the Contracting Parties wishes to terminate this Agreement on the End Date, it shall give to the other Contracting Party written notice of its intention to terminate no later than six (6) months before the End Date.

If no notice under the previous clause is given, this Agreement shall remain in force automatically for a period of twelve (12) months beyond the former End Date ("Extended End Date") and this clause shall continue to operate to extend the term of this Agreement for successive periods of twelve (12) months, unless written notice of non-renewal is sent via registered mail by one Contracting Party to the other no later than six (6) months before the then applicable Extended End Date.

If one Contracting Party receives funds under this Agreement prior to the other Contracting Party ceasing its activities, the receiving Contracting Party shall remain entitled to distribute such funds in accordance with this Agreement.

Remuneration paid by one Contracting Party to the other under this Agreement prior to termination may be distributed by the receiving Contracting Party even if such distribution takes place after the termination of this Agreement.

Date 17.12.2021

For GVL



Guido Evers  
Dr. Tilo Gerlach  
Managing Directors

Date 21<sup>st</sup> January 2022

For PPI



Helen Sheehy  
Head of Legal Affairs

## Annex I

### Article 1 - Rights covered by the Agreement

The following producers' rights conferred to the rightholders of the Contracting Parties under their national legislations are covered by the Agreement:

#### GVL:

GVL administers the rights of producers as mentioned in GVL's "Wahrnehmungsvertrag für Tonträgerhersteller" (agreement for the assignment and administration of rights for producers of sound recordings) (Annex II) granted by the German Copyright Act as amended up to June 23<sup>rd</sup> 2021, as far as sound recordings are concerned and included.

PPI assigns the rights managed by PPI i.e., Public Performance, Broadcast, cable transmission of sound recordings and dubbing rights in order to exercise those rights together with some internet based rights including webcasting for its rightholders to GVL.

In analogy to Art. 3 (5) of GVL's agreement for the assignment and administration of rights for producers of sound recordings, PPI for its rightholders is obliged to identify or mark repertoire relating to sound recordings if it has not had its first or simultaneous publication in a signatory country of the Rome Convention. For such recordings, other evidence for protection criteria pursuant to the Copyright Act, Rome Convention or WPPT must be provided upon request.

#### PPI:

PPI administers the rights of producers granted by Irish Law, including Public Performance, Broadcasting, cable transmission rights and dubbing rights in order to exercise those rights together with some internet based rights including webcasting for its rightholders to GVL.

GVL assigns the aforementioned rights for its rightholders to PPI.

### Article 2 - Objective of this Agreement

The objective of this Agreement is the the reciprocal assignment of producers' rights and transfer between the Contracting Parties of remuneration distributed to individual producers represented by the other Contracting Party, in accordance with Article 1.

GVL shall distribute to PPI the remuneration due to its rightholders dating back to usage year **2017**.

PPI shall distribute to GVL the remuneration due to its rightholders dating back to usage year **2017**.

## **Article 3 - Exchange of Information**

The Contracting Parties shall exchange the information necessary for the proper implementation of this Agreement. The Contracting Parties agree this information may change from time to time as they mutually agree.

### **Art. 3.1 Claiming Procedure of GVL**

#### **Article 3.1.1 – Information on rightholders**

PPI shall deliver to GVL a list of their rightholders in excel file format and keep this list updated. The following information shall be included:

- name of producer / producer company
- local ID
- country of residence
- date of contract
- name of label

In the following, GVL provides PPI with the GVL Labelcode and GVL ID for each rightholder of PPI's list and the PPL producers ID's.

#### **Article 3.1.2 – Information on repertoire**

PPI shall directly upload the repertoire (tracks) of their rightholders to GVL's producers registration platform [label.gvl.de](https://label.gvl.de)<sup>1</sup> in an excel file (upload templates: Annex III) or DDEX MLC file format considering the current terms of use published on GVL's website.

To the extent PPI declares any repertoire it will declare its new/additional repertoire to GVL at least once every six months and preferably once every three months.

### **Art. 3.2 Claiming Procedure PPI**

#### **Art. 3.2.1 Information on rightholders**

GVL shall deliver to PPI a list of their right holders in excel format and keep this list updated. The following information shall be included: -

- Name of producer / producer company

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<sup>1</sup> Current: <https://label.gvl.de>  
29.09.2021

- Local ID
- Country of residence
- Date of contract
- Name of label

PPI will provide GVL with the PPL producers ID's and names for each right holder on PPIs list.

#### **Art. 3.2.2 Information on repertoire**

GVL shall review their members registrations on the PPL database declaring where rights should be extended to include Ireland for the producers they represent in Ireland.

To the extent GVL declares any repertoire it will declare its new/additional repertoire to PPI at least once every six months and preferably once every three months.

#### **Article 4 - Disputes between Producers (“Double Claims”)**

1. Disputes between two or more record producers who are resident or principally based in the other Contracting Party's territory and which producers each claim an entitlement to the Producers' Right in the same territory for the same period are considered as Double Claim Disputes.
  
2. The Contracting Parties shall use reasonable endeavours to resolve any Double Claim Dispute in the following manner.
  - Contracting Party shall inform the producers involved in a double claim on airplay in the country of collection in writing about the Double Claim Dispute in which the producers are involved.
  - Producers involved in a double claim are requested to sort out the double claim mutually without interference of the Contracting Parties.
  - Each party shall calculate the financial value of the Producers' Right and freeze future payments of the Producers' Right.
  - Each party shall end the frozen future payments as above mentioned if a written confirmation by all relevant producers to the Double Claim Dispute is received that payment can be made and to whom or resolution of the Double Claim Dispute to the reasonable satisfaction of the relevant producers, whichever is earlier.
  
3. In the event that producers in dispute cannot reach agreement, each one of the Contracting Parties shall apply their own procedure. That is, if the dispute is in connection with rights generated in Germany, the procedure to be applied shall be GVL regulations. If the dispute is in connection with rights generated in Ireland, the procedure to be applied shall be PPI's regulations.

## **Article 5 - Distribution**

On the basis of the information received, the Contracting Parties shall allocate, according to their respective distribution rules and any other applicable internal rules, the remuneration due to the individual producer of the other Contracting Party.

## **Article 6 – Transfer of Remuneration**

If technically possible and if the MLC is not prevented for objective reasons after the distribution of remunerations, the Contracting Parties shall exchange lists in digital format of databased information on the amounts of remuneration ("Statement").

The Contracting Parties shall transfer the total amount due to such rightholders of the other Contracting Party no later than 30 days after communication of the Statement and any necessary documents required by law, unless objective reasons prevent the collecting Contracting Party from meeting that deadline.

A collecting Contracting Party shall make such transfers at the same time as the equivalent payments to its members and in any event, no later than nine (9) months from the end of the financial year in which the remuneration was collected. Unless objective reasons, including but not limited to reasons relating to reporting by users, identification of rights, producers or matching of track information with producers or special processes regarding tax provisions, prevent the collecting Contracting Party from meeting that deadline.

Payments by GVL shall be made in EURO and the cost of transfer shall be paid by GVL. The initial transfer shall cover the remuneration collected for earnings from the usage year 2017.

Payments by PPI shall be made in EURO and the cost of transfer shall be paid by PPI. The initial transfer shall cover the remuneration collected for earnings from the usage year 2017.

If in any given year the amounts to be exchanged are not in proper proportion to the distribution costs involved, the Contracting Parties may agree to pursue a course of action that best serves the interests of the rightholders represented.

## **Article 7 - Payment of Producers**

The Contracting Parties will provide each other within 28 days upon a written statement setting out what moneys received from the other Contracting Party have been passed on to producers, specifying the name of each relevant producer, the amount and date of payment.

The Contracting Parties shall pay the remunerations to the specified rightholders no later than six (6) months from the receipt of its transfer. Unless objective reasons, including but not limited to reasons relating to reporting by users, identification of rights, producers or matching of track information with producers or special processes regarding tax provisions, prevent the receiving Contracting Party (or, where applicable, its members) from meeting that deadline.

In the event that any amount of such remuneration cannot be distributed to such rightholders within 24 months from its receipt, such amount shall be returned to the collecting Contracting Party.

In the exceptional case, regardless of Art. 5 of this Annex, un-individualized remuneration has been transferred to the other Contracting Party according to the distribution rules of the collecting Contracting Party (e.g. lump-sum payments, remuneration only on recording basis) the receiving Collecting Party shall allocate and distribute this remuneration individually to the rightholders contributing to the respective sound recordings to the best extent possible. If the costs of the receiving Party for individualizing remuneration are not in proper proportion to the remuneration involved, the Contracting Parties shall agree to pursue the best course of action for paying the remuneration to the rightholders of the receiving Contracting Party.

#### **Article 8 Non-Transfer of Remuneration**

Individual remuneration reserved for rightholders who are residents of the country of the other Contracting Party are but not rightholders of that Contracting Party, or who cannot be properly identified, shall remain in the country of collection.

Individual remuneration to rightholders that cannot be transferred by way of the Agreement shall be reserved in accordance with the national rules of limitation and subsequently distributed by the applicable national distribution rules.

#### **Article 9 - Tax Modalities and Accountability**

The Contracting Parties apply the system of deduction at source in accordance with the tax legislation of the country of collection, unless specific provisions of an existing tax treaty - to which Germany and Ireland are parties – are applicable.

If applicable, each Contracting Party shall endeavour to implement the procedures necessary to avoid or limit the possible taxation in its territory of remuneration due to the other, so that remuneration may be paid out on a gross basis wherever possible, and each Contracting Party shall endeavour to help the

other secure any exemptions in respect of remuneration transferred pursuant to this Agreement from such taxation that are available in the other's territory.

Remuneration due to individual members of the other Contracting Party shall be reported as gross amount and any tax deducted shall be reported explicitly on an individual basis and be approved by national Tax Authorities. This also applies to the invoices for the total amount transferred to the other Contracting Party. Additionally, invoices to the other Contracting Party shall be provided both as hard-copy and electronically.

With respect to the payments of the remunerations and to the invoices to the other Contracting Party, each Contracting Party applies the accountability rules of its national law.

The Contracting Parties mutually provide each other with relevant information regarding applicable tax and accountability rules.

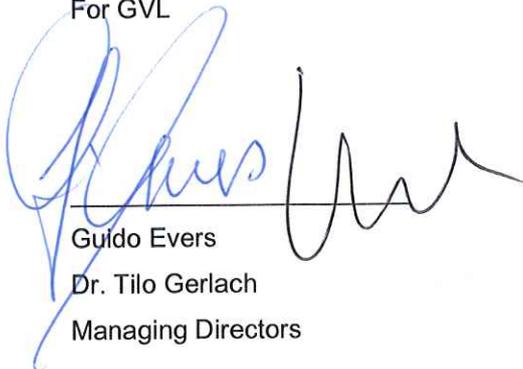
Each Contracting Party shall credit interest to the accounts of Members of the other Contracting Party according to the same rules that it applies to its own Members.

#### Article 10 – Duration

This Annex shall enter into and remain in force simultaneously with the Agreement.

Date 17.12.2021

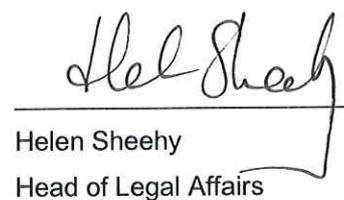
For GVL



Guido Evers  
Dr. Tilo Gerlach  
Managing Directors

Date 21<sup>st</sup> January 2022

For PPI



Helen Sheehy  
Head of Legal Affairs

**ANNEX II**

(Agreement for the assignment and administration of rights for producers of sound recordings)

**ANNEX III**  
(GVL Recordings Upload Template)

**ANNEX IV**  
**Data Protection Annex**

**For “independent” controllers that are established in the European Union**

This Data Protection Annex forms part of the bilateral agreement (“Main Agreement”) between GVL and PPI (together referred to as “Contracting Parties”), concluded on \_\_\_\_\_.

The purpose of this Data Protection Annex is to set out the Contracting Parties’ obligations under the Applicable Data Protection Law while transferring Personal Data between one another in order to perform properly the “Main Agreement” and annexes.

**1. Definitions**

1.1 Applicable Data Protection Law means all applicable data protection and privacy legislation including in particular the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time and any successor legislation.

1.2 Controller, Process/Processing, Personal Data, Data Subjects, Personal Data Breach and Supervisory Authority have the meaning given to such terms in Applicable Data Protection Law.

1.3 Disclosed Personal Data means Personal Data of producers disclosed by each Contracting Party to the other Contracting Party for the purposes of the Main Agreement.

1.4 Producer means a Data Subject that is directly represented by GVL or PPI.

**2. Data Protection terms**

2.1 The purposes of the transfer of Personal Data between the Contracting Parties and the categories of Personal Data are set out in the Main Agreement. It is envisaged that each Party could potentially process Personal Data by any means (e.g. collection, recording, organisation, structuring, storage, consultation, use, etc.), to achieve the objective of the Main Agreement.

2.2 Each Contracting Party acts independently in relation to any Personal Data Processed by it for the purposes as described in the Main Agreement, and each Contracting Party shall:

- a) comply with all requirements imposed on it by Applicable Data Protection Law;
- b) ensure it has the necessary legal authority for the collection and use (as described in the Main Agreement) of the Disclosed Personal Data;
- c) inform the producers that there will be Disclosed Personal Data including by means of a privacy notice that complies with the requirements of Applicable Data Protection Law, and inform the producers of the role of each recipient of the Data, including the transmission of the data to other data controllers;
- d) Process Disclosed Personal Data exclusively within the purposes as described in the Main Agreement;
- e) ensure that the manner of collection, Processing and transferring of Personal Data is secure and confidential;

f) provide any information and/or assistance reasonably required by the other Contracting Party with regard to Disclosed Personal Data in demonstrating its compliance with Applicable Data Protection Law;  
g) inform the other Contracting Party without undue delay in case of:

- i) Personal Data Breaches of Disclosed Personal Data and;
- ii) checks, inspections or other measures relating to the Processing of Disclosed Personal Data that are undertaken by Supervisory Authorities, law enforcement and governmental bodies.

h) notify, in accordance with Applicable Data Protection Law, the Supervisory Authority(ies) in the event of an actual or suspected Personal Data Breach;

i) be liable in accordance with Applicable Data Protection Law, in the event a Personal Data Breaches of Disclosed Personal Data;

j) Each Contracting Party will operate as the contact point for its producers who wish to enforce their rights with regard to Disclosed Personal Data. When such a request is made, the other Contracting Party will provide assistance within a reasonable time and manner.

The producers may exercise their rights under this Applicable Data Protection Law in respect of and against each of the controllers.

Each party is liable for complying with its legal or contractual obligations. In the event of a breach by one party of its obligations, the defaulting party shall guarantee the other against any civil consequences of the breach.

### **3. Contact Information**

Contact information for data protection enquiries:

#### **GVL:**

Gesellschaft zur Verwertung von Leistungsschutzrechten mbH (GVL)

Podbielskiallee 64

14195 Berlin, Germany,

Phone: +49 (0)30 48483-600, Fax: +49 (0)30 48483-700, Email: [datenschutz@gvl.de](mailto:datenschutz@gvl.de)

#### **PPI:**

Phonographic Performance Ireland CLG (PPI)

63 Patrick Street, Dun Laoghaire, Co. Dublin, Ireland

Phone: +353 (0) 1 280 5977, Email: [info@ppimusic.ie](mailto:info@ppimusic.ie)

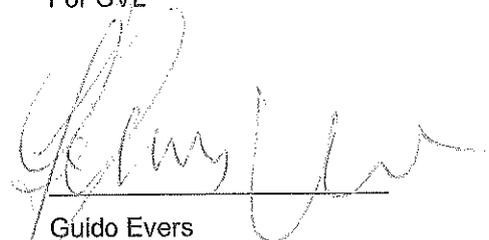
### **4. Duration and termination**

This Data Protection Annex is entered into for the duration set out in the Main Agreement.

This Data Processing Annex may only be amended by mutual consent of the Contracting Parties in writing.

Date 17.12.21

For GVL



Guido Evers  
Dr. Tilo Gerlach  
Managing Directors

Date 21<sup>st</sup> January 2022

For PPI



Helen Sheehy  
Head of Legal Affairs

## **ANNEX A to ANNEX IV**

### **Data Processing Principles**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

**ANNEX B to ANNEX IV**  
**Description of the transfer**

**Data subjects**

*The personal data transferred concern the following categories of data subjects:*

- “Data subject” shall mean the producers of sound recordings directly represented by GVL or PPI.

**Purpose of the transfer(s)**

*The transfer is made for the following purposes:*

- To fulfil the primary object of the Main Agreement

**Categories of data**

*The personal data transferred concern the following categories of data:*

- All data as described in the Main Agreement

**Recipients**

*The personal data transferred may be disclosed only to the following recipients or categories of recipients:*

- Unless otherwise agreed, the Contracting Parties of the Main Agreement, their employees and PPI's agent PPL.

**Contact points for data protection enquiries:**

- Data exporter (GVL):  
Gesellschaft zur Verwertung von Leistungsschutzrechten mbH (GVL)  
Podbielskiallee 64  
14195 Berlin, Germany,  
Phone: +49 (0)30 48483-600, Fax: +49 (0)30 48483-700, email: [datenschutz@gvl.de](mailto:datenschutz@gvl.de)
- Data importer (PPI):

Phonographic Performance (Ireland) Company Limited by guarantee  
63 Patrick Street,  
Dun Laoghaire  
County Dublin  
Phone +353 (0)2805977 Email [GDPR@ppimusic.ie](mailto:GDPR@ppimusic.ie)