

Contract of Representation

between

Author / Composer / Successor in title / Publisher (delete what is not applicable)

Full Name / Company Name:

Date of Birth / Company Registration Number: _____

Address: _____

In case of successor in title: Please insert the full name and the date of death of the deceased author

below referred to as "Beneficiary"

and

AKM Autoren, Komponisten und Musikverleger reg. Gen.mBH, 1030 Vienna, Baumannstraße 10,

below referred to as "AKM".

1. Mandate for Administration of Rights

1.1. The Beneficiary entrusts AKM with the fiduciary administration of the rights of performance, making publicly available and broadcasting of all musical works described and/or of the literary works related to these works as detailed under item 2., which she or he, at the time of conclusion of this contract and throughout the duration of this agreement is entitled to, accrues, re-accrues or otherwise acquires.

This agreement comprises the sole exploitation of works as described under item 2, as well as in combination with other works. AKM is not mandated nor entitled to grant authorizations for combining a work with other works lacking authorization by the Beneficiary; especially, this applies to any or all synchronization rights; the Beneficiary will her- or himself safeguard their interests by denying such combinations. Additionally, AKM is not mandated nor entitled to represent any moral rights in respect of works.

1.2. The Beneficiary shall not her- or himself exploit the rights which she or he assigned to AKM.

1.3. The Beneficiary remains entitled to allow for the non-commercial usage of her or his works. The Beneficiary acknowledges the rules for Non-Commercial-Licenses ("NC-Licenses" in the following).

2. Assignment of Rights

2.1. Assignment of Rights /Transfer of Rights

2.1.1. Assignment of Rights: The Beneficiary assigns to AKM, concerning all her or his musical works created as author or, respectively, acquired as a music publisher, at the time of conclusion of this contract or in the future, for the duration of this contract, any and all exploitation rights to public performance, broadcasting and making publicly available, including any and all equal rights (abroad) on an exclusive basis. Beneficiaries being rightsholders of posthumous works (Sec. 76b CA) shall be treated the same as authors. The assignment of these rights shall apply without temporal limitation to all countries of the

world throughout the term of authorship's protection, including possible extensions and revivals thereof.

- 2.1.2. Transfer of Rights: The Beneficiary transfers to AKM, concerning all her or his musical works created as author or, respectively, acquired as a music publisher, at the time of conclusion of this contract or in the future, for the duration of this contract, any and all remuneration and participation claims connected to the rights to public performance, broadcasting and making publicly available, including any and all equal rights (abroad). Beneficiaries being rightsholders of posthumous works (Sec. 76b CA) shall be treated the same as authors. The transfer of these rights shall apply without temporal limitation to all countries of the world throughout the term of authorship's protection, including possible extensions and revivals thereof.
 - 2.1.3. The assignment of rights shall be without any restrictions, notwithstanding any written agreement to the contrary, e.g. restrictions of territory or scope (item 15 – Exceptions from Representation/Territories).
- 2.2. The assignment and, respectively, transfer of rights mentioned in item 2.1 shall apply to musical works and their combined literary works and shall particularly comprise the following rights and remuneration or participation claims:
- a) Public concerts of musical works and recitals of their combined literary works, including public performance and recitation of such works in connection with cinematographic works and/or moving pictures. Stage performances, fully or in major parts, of dramatic-musical works ("Grand Rights") shall be excluded.
 - b) Broadcasting or similar (including broadcasting by means of cables or via satellite), not including broadcasting, fully or in major parts, of stage works ("Grand Rights"), if the subject of the broadcasting is a stage performance or a performance of the work in such manner for broadcasting purposes, and of radio plays; also, the retransmission of broadcasting by cable including retransmission of dramatic-musical works (Sec. 59a CA).
 - c) Public performance by use of audio- or audio-visual carriers including the performance of dramatic-musical works as well as the public performance for the purposes of education in combination with film works as stipulated in Sec. 56c CA as well as the use of audio- or audio-visual carriers in facilities to which the public has access (libraries, collections of visual- or audio media or similar), as stipulated in Sec. 56b CA.
 - d) Public performance with the aid of broadcasts as described in Sec. 17 CA including the broadcast of dramatic-musical works, as provided for by Sec. 18 para. 3 CA.
 - e) The making publicly available according to Sec. 18a CA, including the making publicly available in schools, educational and instructional institutions (Sec. 42g CA)-
- The assignment of rights shall not apply to dramatic musical works if these are made accessible in full or in major parts ("grand rights"), nor shall it apply to the transmission of notations and/or text pictures regardless of technical form (graphic rights).
- f) Further exploitation rights and claims arising from future technical developments or legal amendments, in correspondence with the rights covered under the above rights and claims as listed a to e.
 - g) The assignment of rights as mentioned above shall not include any rights of reproduction and distribution.

3. Time of Assignment of Rights

With regard to works, which have already been created or published at the time of the conclusion of this agreement, the assignment of rights and the transferral of claims to AKM pursuant to item 2 shall become effective therewith.

With regard to works, which will be created or published at a later date or the rights of which will accrue to the Beneficiary only after the conclusion of this agreement, the assignment of rights shall take effect at the time the respective work is created or the rights thereof will be acquired. The compliance with

the duty for registration and presentation as stipulated under item 8 shall have no effect on the assignment of rights to AKM.

4. Administration of Rights

AKM is entitled to administer the rights and claims assigned/transferred to it in its own name and in correspondence with the law and the Statute. In particular, it is entitled to grant organizers of public performances, broadcasting corporations and organizers of on demand public performances, to assert participation- and/or remuneration claims, to conclude umbrella and individual license agreements, to receive due royalties of any kind and acknowledge receipt thereof with full legal effect, to enforce the rights and claims assigned/transferred to it in its own name in court or in any other proceeding, to conclude representation- and reciprocal agreements with other collective management societies, and to take any other measure which it considers useful and appropriate in order to protect the rights entrusted to it. AKM is entitled to transfer in full or in part the rights and claims assigned and transferred to it to third parties.

5. Due Diligence

AKM shall administer the rights of the works assigned and of the claims transferred to it with the diligence of a business person; in particular, it shall be liable for the proper collection of license fees, of the appropriate distribution among the beneficiaries in accordance with the respective provisions, and of the timely payment of the amounts due to the individual beneficiary.

6. Claims of Beneficiary

With the conclusion of this agreement, the Beneficiary is entitled to a share of the revenues collected for performances, broadcasts or making available of her or his works, as well as in the remuneration (royalties) claimed by AKM, in accordance with the by-laws on the settlement of accounts and the Statute in their respective current versions, i.e. after deduction of the expenses and of the amounts for social and cultural facilities. As to the terms and time of payment as well as to the assignment (attachment) of claims, the statutory provisions in the respective current version shall apply.

In addition, the Beneficiary is entitled to make use of the facilities for social and cultural purposes of AKM in compliance with the respective current directives.

7. Principle of Economic Efficiency

With regard to the assertion of claims, AKM shall be liable only to the extent that the costs incurred for such assertion will not be disproportionate and unjustifiable on economic grounds. In the same manner, the principle of economic efficiency shall apply to the distribution of licensing fees according to music programs for performances and broadcasting, revenues from making available of works and distribution of revenues from participation and/or remuneration claims. In case of disproportionately high costs, AKM is entitled to apply a simplified global distribution. Respective implementation rules shall be stipulated in the respective by-laws on the settlement of accounts.

8. Registration of Works

Throughout the duration of this agreement, the Beneficiary shall register all works created or published by him/her with AKM, in accordance with the directives established by or agreed with AKM (indication of title and genre of works, name of composers, text writers, any and all co-authors, publishers and any and all pseudonyms) and if required, to prove as desired by AKM the correctness of their statements with regard to the authorship or the publishing contract. This includes the presentation of a manuscript, a printer's copy, audio media or a publishing contract.

No claim for royalties shall be valid against AKM for works which have not been duly registered.

9. Information Obligation

9.1. The Beneficiary shall immediately inform AKM about any changes of the name, address, nationality or bank account (additionally for publishers: any changes of the signature authority, business licence, and nomination of managing directors). In the case where a change of address is not submitted, and the new address cannot be confirmed by the registration authority, all notifications and payments shall be made to the last indicated address and bank account, which shall have an exonerating effect.

The Beneficiary takes note of the fact that he/she will be fully liable for any damages resulting from any violation of the information obligation.

9.2. AKM shall inform the Beneficiaries in due form about any changes with respect to the Statute, the directives for social and cultural facilities, the NC-Licenses and by-laws on the settlement of accounts as adopted by the board of directors of AKM in accordance with the Statute; this information is currently communicated on the AKM website. The list of reciprocal representation agreements with foreign collective management societies shall be made accessible on the website. The Beneficiary shall have access to the balance sheet and the profit and loss account which are to be established on an annual basis.

9.3. Any changes adopted by the competent bodies of AKM to the terms of the representation contract shall become effective for the Beneficiary, notwithstanding any termination notice submitted within four weeks after notice in writing of the changes. Extensions of the scope of the rights and claims represented by AKM according to this contract become effective if the Beneficiary does not object to them within four weeks and in the form as foreseen for terminations in item 11; any restrictions of the scope of the rights and claims represented by AKM according to this contract become effective in any case.

10. Successors in Title

In case of the author's death, the representation contract shall be continued by the successors in title (heirs, legatees etc.) of the Beneficiary. AKM shall not be obliged to affect any payments until the heritage has been proved by presentation of appropriate official documents (certificate of inheritance, approved agreement on partition among co-heirs, official certificate).

11. Duration and Termination of Agreement

This agreement shall commence from the time of signature by both parties and shall be concluded for an indefinite period. It may be terminated by either party at the end of each calendar year subject to 6 month's notice; in particular AKM shall have the right to terminate the agreement if no public performance, broadcasting or making available of works can be proved over a period of three subsequent years. Complete termination shall be excluded for both parties during valid and full membership (as an associate of AKM).

The termination of the representation contract does not affect any usage permissions for works, which have been granted prior to the termination of said representation contract. The Beneficiary shall be entitled to his or her claims according to item 6 first sentence item 2 for uses of his/her works prior to the termination of the representation contract or for grants of use permissions for his/her works, which have been collected directly or via a foreign collective management society, which entered into a reciprocal representation agreement with AKM.

12. Admission Fee

The Beneficiary is obliged to pay within a period of 14 days after the delivery of a signed copy of this agreement the acquisition fee stipulated by the General Assembly of the AKM.

13. Additional Terms of Agreement

The Beneficiary acknowledges, with legally binding effect, the AKM Statute, the Directives for AQUAS – pensions and other social benefits, the Directives for cultural facilities, the by-laws on the settlement of accounts as stipulated by the AKM Board of Directors in accordance with the General Principles for the Settlement of Accounts and the Statute in their respective current versions.

The Beneficiary confirms that he/she has received one copy each of the above-mentioned provisions and has taken notice of their subject matters. The Beneficiary confirms that she/he was informed on the administration costs and other expenses of AKM as defined by the Act on Collective Management Societies.

In the case where the Beneficiary should receive royalties not due to him/her because of untrue indications caused culpably by him/her, AKM shall be entitled to claim a contract penalty amounting to the inflicted damage; however, not more than the royalties distributed to him/her during the last year,

notwithstanding any damages exceeding this amount. This penalty is due upon first request and is subject to the judge's right to reduce such penalty (*richterliches Mäßigungsrecht*).

14. Data Processing

The Beneficiary acknowledges that any data transmitted by him/her to AKM may be transmitted to subcontracted collective management societies, rights agencies or service providers abroad, for the sole purpose for AKM to perform and fulfil its duties under this contract. A current list of societies and countries with which subcontracts were concluded may be found on the website of AKM and are handed to the Beneficiary upon conclusion of the contract.

The Beneficiary acknowledges that this includes states for which there is no adequacy decision of the European Commission in force and which are not subject to any EU level of data protection and for which there are no suitable guarantees of compliance with a corresponding level.

The Beneficiary agrees to his or her data being forwarded to third parties as defined in the data protection declaration, which was completed by him/her.

15. Exceptions from representation/territories

15.1 The Beneficiary restricts the assignment/transfer according to item 2.2 lit a) to e) of this agreement as regards scope or territorial appliance as follows¹:

¹Note: Conclusion and termination of the representation contract may be restricted to the assignment of rights for certain kinds of usages according to lit a) to e) and/or certain territories.

15.2 Additional provisions:

16. Other Agreements

Should a similar agreement have existed between the parties to this agreement to date, the present agreement shall replace any previous provisions.

17. Jurisdiction and Applicable Law

This contract is subject to Austrian Law. Any dispute shall be brought before the court competent in rem for the third district of the municipality of Vienna.

(Date, Signature)
AKM

(Date, electronic Signature)
Beneficiary