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GEMA Membership No.

xxxxxxxxxx
IP Base No.

01.01.2025
Deed of Assignment 2025 version
Agreement starts on

DEED OF ASSIGNMENT

Version based on the resolutions by the ordinary Members' Assembly dated 14/15 May 2025
This translation is provided for convenience only. In the event of conflict or ambiguity the original German version shall be authoritative.

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entered into by and between the undersigned

xxxxxxxxxx
Author

xxxxxxxxxx
Music publisher

xxxxxxxxxx
Legal successor

- hereinafter referred to as Rightsholder -

and

GEMA Gesellschaft für musikalische Aufführungs und mechanische Vervielfältigungsrechte,
represented by its Managing Committee in 10787 Berlin, Keithstraße 7,

- hereinafter referred to as GEMA -

Chapter 1: Assignment of rights and claims to GEMA

Preamble

The Rightsholder hereby grants GEMA as trustee for all countries any and all rights of use granted by copyright as well as all statutory rights to information and remuneration rights it is currently entitled to, and those accruing to it, devolving or redevolving upon it or otherwise acquired by it during the term of this Deed, within the scope defined below for management in accordance with the following provisions (hereinafter referred to as "Assignment"). The Assignment is exclusive and relates to the rights and claims of the Rightsholder in works of music with or without lyrics, including works that are created only during the term of this Deed.

If the Rightsholder cannot dispose of the said rights and claims at present, they are hereby assigned for the event that the power of disposal reverts to it in future. The Assignment shall include the aforementioned rights and claims to the extent that the Rightsholder acquires them or has acquired them by way of legal succession.

The Assignment shall include the following rights of use granted by copyright as well as statutory rights to information and remuneration rights.

§ 1 Right of performance and recitation

[1] The Assignment comprises the right of performance in works of music and, in the event that music including lyrics is performed, the right of recitation in the lyrics.

[2] The Assignment does not comprise the right to stage performance of dramatico-musical works (whether in their entirety, as a medley or in major parts). This exclusion also comprises the stage performance of other musical works (with or without lyrics) as integrating parts of dramatico-musical stage works e.g. as part of ballets or hit musicals. It is irrelevant whether or not the works have been created specifically for performance on stage.

[3] Stage music that forms an integrating part of a stage work is not within the scope of this Deed. Other stage music, stage shows, incidental film music, revue interludes, interludes in operettas, burlesques and comedies, melodramatic and cabaret performances are within the scope of this Deed, unless they are integral parts of dramatico-musical works that are performed in other theatrical works.

§ 2 Broadcasting right

The Assignment comprises the right of audio broadcast and the right of audiovisual broadcast, irrespective of the technical means or procedures used for the transmission. The Assignment also includes the reproductions required for broadcasting purposes and the re-transmission including direct feed. If dramatico-musical works are used in their entirety, as a medley or in major parts, the Assignment pursuant to this section shall include only the rights to re-transmission, including direct feed.

§ 3 Right of communication and making perceivable of broadcast and right of making available to the public

The Assignment comprises the right of communication of broadcasts (audio broadcasts and audiovisual broadcasts) and the right of making available to the public by use of technical devices, including communication to the public of dramatico-musical works. The Assignment also comprises the right to make works perceivable to the public outside of the room where the communication to the public takes place, provided that this takes place in direct temporal and spatial association.

§ 4 Right of communication and making perceivable to the public by use of storage media

The Assignment comprises the right of communication and the right of making perceivable to the public by use of the storage media produced in accordance with § 7, except for

a) communication to the public of dramatico-musical works as part of the stage performance of such works, whether in their entirety, as a medley or in major parts; and

b) making perceivable communications to the public as referred to in lit. a above by theatres.

§ 5 Right of making perceivable personal performances

The Assignment comprises the right to make personal performances perceivable outside the room where the performance takes place by use of technical devices, except for making perceivable dramatico-musical works.

§ 6 Film screen right

The Assignment comprises the film screen right, including in dramatico-musical works.

§ 7 Right of reproduction and distribution

[1] The Assignment comprises the right to record works on audio, audio-visual, multimedia and other external or internal storage media and the right of reproduction and distribution of such storage media.

[2] The Assignment also includes the authority to declare reservations of use pursuant to Sec. 44b Para. 3 of the German Copyright Act [*Urhebergesetz – UrhG*] against reproductions of lawfully accessible works for text and data mining.

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[3] Unless otherwise provided in this Deed, the Assignment does not include the graphic rights, in particular not the right to the notation or text image.

[4] The Assignment pursuant to this section does not include the right to record performances of dramatico-musical works – whether in their entirety, as a medley or in major parts – on the storage media referred to in para. 1 for personal or other private use by the Rightsholder in relation to the organisers of such performances.

[5] The Assignment is subject to the provisions of §§ 8 to 11 relating to the synch right.

§ 8 Synch right: principles

[1] The synch right comprises the right to use works of music (with or without lyrics) to make cinematographic works or any other kind of recordings on audiovisual media and to produce any other combination of a work of music (with or without lyrics) with works of other genres on multimedia and other data media or in databases, documentation systems or in similar types of storage systems, including systems that offer interactive use. Subject to the provisions of §§ 9 to 11, the synch right shall be managed in accordance with the following principles.

[2] GEMA and the Rightsholder shall inform each other of all instances of use of the synch right that become known.

[3] The synch right is granted to GEMA subject to a condition subsequent. This condition is satisfied if the Rightsholder informs GEMA in compliance with GEMA's requirements as to form, or in writing, that it wishes to manage the synch right itself. Such notification must be given within a period of four weeks; in the case of sub-published works, the period shall be three months. The period shall be counted from the point in time when the Rightsholder became aware of the case in question. The notification of the Rightsholder to GEMA concerning a specific case it has become aware of must indicate whether it wishes to manage the rights in its own name. The rights shall only revert to the Rightsholder in cases where they are used for the production of a specific cinematographic work or any other audiovisual medium or multimedia or other data storage medium or a combination with works of other genres in a specific database, documentation system or in a specific storage system of a similar kind. The rights in respect of television productions pursuant to § 9 as well as the right to use works for usages on services for the sharing of online content pursuant to § 11 shall remain unaffected.

[4] Upon the notification referred to in para. 3, the rights and claims relating to the instance of use concerned shall revert to the Rightsholder ("Reversion"). In the case of cinematographic works, the Reversion shall include the right of reproduction and distribution for purposes of introduction if works are concerned which are intended for public screening at cinemas or for broadcast. In the case of other recordings on audiovisual media, the Reversion shall be limited to the authority to consent to the combination of works and production of 50 specially marked copies for purposes of introduction.

§ 9 Management of the synch right in relation to broadcasters

[1] In the case of television productions, GEMA shall license the synch rights to broadcasters and their own advertising companies to the extent that the productions in question are own or commissioned productions for their own broadcasting purposes and for re-broadcasts. The consent of the Rightsholder shall be required, however, if third parties are involved in the production or if the TV productions are intended for use by third parties. This shall apply in particular to co-productions. Sentence 1 above shall apply mutatis mutandis in the case of TV co-productions between broadcasters in which at least one domestic broadcaster is involved.

[2] Subject to the provisions of para. 1 above, GEMA grants the synch right also in respect of TV productions for purposes of programme announcements (trailers), but only to the extent that works are used for this purpose that were specifically created for the own or commissioned production the trailer announces ("Commissioned Musical Compositions").

[3] Subject to the provisions of para. 1 above, the Rightsholder also grants GEMA the synch right in broadcasters' own or commissioned productions for their own online use, including the rights according to § 12 the broadcaster required for this purpose. The Rightsholder can revoke the Assignment under sentence 1 in writing within the deadline set in § 28 para. 2. Further details regarding the clarification of the rights status under this paragraph will be set forth in supplementary conditions of rights management, which shall be published.

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§ 10 Management of the synch right by the Rightsholder in relation to dramatico-musical works

In the case of TV productions and audiovisual media, the synch right is reserved to the Rightsholder itself in the following cases:

a) Use of pre-existing dramatico-musical works, whether in their entirety, as a medley or in major parts;

b) use of a work of music (with or without lyrics) for the production of a dramatico-musical work;

c) use of concert songs, Schlager songs or interludes from dramatico-musical works in other dramatico-musical or dramatic works or in TV productions or audiovisual media that combine multiple music tracks under one main theme and under one story line. In the case of TV productions, the right of consent in all of these instances shall be reserved to the Rightsholder. However, to the extent that the productions in question are own or commissioned productions of TV broadcasters and their own advertising companies for their own broadcasting purposes and for re-broadcasts, the Rightsholder cannot make its consent conditional on the payment of remuneration. If the consent is granted, the distribution shall be made in line with the provisions of the Distribution Plan.

§ 11 Management of the synch right in relation to online content sharing services

[1] If the Rightsholder assigns to GEMA the online rights referred to in § 12, it also assigns to GEMA the synch right in cinematographic works produced by end users of an online content sharing service and uploaded to such service. The condition for this is that the end users do not act on the basis of a commercial activity or do not generate significant income from their activity.

[2] The management of the synch right in relation to other uses associated with online content sharing services shall be governed by the provision of para. 1 above, provided that the rights status shall be clarified not for individual works or types of use, but for all relevant uses associated with the respective service. To this end, GEMA shall inform the Rightsholders in advance if it intends to license the synch right to the provider of an online content sharing service. Further details regarding the clarification of the rights status under this paragraph will be set forth in supplementary conditions of rights management, which shall be published.

[3] The right to take action in their own name against violations of their moral rights shall also in relation to use on online content sharing services always remain with the Rightsholder.

§ 12 Right to online use

[1] The assignment comprises the right to transmit works of music (with or without lyrics) located in databases, documentation systems or storage systems of a similar kind by electronic or similar means. This includes, in particular, the right to make works available to the public by wire or wireless means in such a way that they can be accessed by members of the public from places and at times individually chosen by them, e.g. for interactive online use by way of streaming and making them available for download, for mobile internet use, for use on music file-sharing systems and for use on online content sharing services, including activities carried out by end users of those services.

[2] The Assignment under this para. 1 shall also include the right to make the recordings, technical preparations and other reproductions required for the purpose of transmission and making available to the public.

[3] For use pursuant to para. 1, the Rightsholder shall also assign the graphic rights in the lyrics to GEMA in the sense of a separate type of use pursuant to § 30.

[4] The Assignment shall be subject to the provisions of §§ 8 to 11.

§ 13 Management of rights in the case of use for advertising purposes

[1] With respect to use for advertising purposes, the rights are managed separately by the Rightsholder on the one hand and GEMA on the other hand as follows:

a) The authority to give third parties consent in a particular case in question to use works of music (with or without lyrics) for advertising purposes or to prohibit such use remains with the Rightsholder. The consent may be limited in terms of territory, time and/or substance.

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b) Except for the rights referred to in §§ 8 to 11, the Rightsholder grants GEMA each of the rights referred to in this Deed also for advertising purposes subject to a condition subsequent. This condition is satisfied if the Rightsholder exercises its authority and prohibits a third party from using the said rights in accordance with lit. a in a particular case and the Rightsholder notifies GEMA thereof in writing.

[2] This shall be without prejudice to the provision on the management of the synch right in trailers according to § 9 para. 2.

§ 14 Right of use as ringtone melody

The rights to use works of music (with or without text) as ringtone melodies and dial-tone melodies are managed in two tiers.

a) The right to consent to the use of a work as a ringtone melody or a dial-tone melody, in particular in accordance with Sec. 14 *UrhG* and Sec. 23 Sentence 1 *UrhG*, remains with the Rightsholder.

b) The Rightsholder grants the rights referred to in §§ 7 and 12 to GEMA for management.

§ 15 Assignment for technical and legal advancements and unknown types of use

[1] The Assignment comprises the rights for types of use that arise from and correspond to technical or legal advancements of the types of use defined in §§ 1 to 12 and § 14 of this Deed.

[2] The Assignment comprises the rights for independent types of use that become known only after this Deed has been signed ("Unknown Types of Use"). The Rightsholder can revoke the Assignment in writing for all Unknown Types of Use in their entirety or for individual types of use which may newly arise within the meaning of Sec. 31a *UrhG*. The right of revocation shall expire at the end of three months after the written notification about the intended commencement of licensing for the new type of use by GEMA. The notification shall be made in electronic form through a channel established by GEMA for electronic communication with its members and specified on the GEMA Website.[1)] If electronic communication with a member is not possible, the notification shall be effected by post. The member shall be informed about changes of the communication channel in the form hitherto used for communication with that member.

§ 16 Grant of statutory rights to information and remuneration rights

[1] The Rightsholder grants GEMA the following statutory rights to information and remuneration rights:

- Sec. 20b Para. 2 *UrhG* (Retransmission),
- Sec. 27 Para. 1 *UrhG* (Rental),
- Sec. 27 Para. 2 *UrhG* (Lending) including the use of graphic recordings of musical works,
- Sec. 45a Para. 2 Sentence 1 *UrhG* (Persons with disabilities),
- Sec. 46 Para. 4 *UrhG* (Collections for religious use),
- Sec. 47 Para. 2 *UrhG* (School broadcasts),
- Sec. 52 Para. 1 Sentence 2 and Para. 2 Sentence 2 *UrhG* (Communication to public),
- Secs. 54 Para. 1, 54b Para. 1, 54e, 54f *UrhG* (Reproductions for personal and other private use),
- Sec. 60h Para. 1 Sentence 1 *UrhG* (Permitted uses for teaching, science and institutions),
- Sec. 137l Para. 5 *UrhG* (New types of use)
- Sec. 4 Para. 3 of the German Act on the Copyright Liability of Online Content Sharing Service Providers [*Urheberrechts-Diensteanbieter-Gesetz – UrhDaG*] (Author's entitlement to direct remuneration from service providers),
- Sec. 5 Para. 2 *UrhDaG* (Caricatures, parodies and pastiches),
- Sec. 12 Para. 1 *UrhDaG* (Communication to the public of presumably authorised uses).

[2] If the Rightsholder grants GEMA the graphic rights in the lyrics for uses according to § 12, the grant also includes the management of the statutory remuneration rights that arise from online use of these rights.

[3] The Assignment comprises the statutory rights to information and remuneration rights arising from the creation of new provisions in the field of the rights referred to in §§ 1 to 15. The Rightsholder can revoke the grant of such newly arising rights in writing.

1) Electronic notification is currently made via the GEMA online portal, provided the member has a corresponding account. Otherwise, the electronic notification is currently sent to the correspondence email address stored by the member with GEMA.

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The right of revocation shall expire at the end of three months after the written notification about the intended commencement of management of the newly created right by GEMA. The notification shall be made in electronic form through a channel established by GEMA for electronic communication with its members and specified on the GEMA Website.[2)] If electronic communication with a member is not possible, the notification shall be effected by post. The member shall be informed about changes of the communication channel in the form hitherto used in relation to that member.

Chapter 2: Rights and obligations of the Parties to this Deed

§ 17 Rights management by GEMA

[1] GEMA shall have the right to exercise the rights granted to it by the Rightsholder in its own name, to exploit these rights, to receive the consideration payable for them and to issue a legally valid receipt therefor, to grant all or any of the rights granted to GEMA to third parties or to prohibit their use. GEMA shall also have the right to enforce all rights granted to it in its own name in court in any way it deems appropriate.

[2] In the event that GEMA generates revenues based on remuneration agreements which deviate from published GEMA tariffs, it shall, upon written request, provide the Rightsholder with information about the remuneration basis of these agreements, provided that the Rightsholder contributed to the works used under these remuneration agreements and has a legitimate interest in the desired information which does not conflict with any prevailing interests of all members or any third parties.

[3] By entering into representation agreements with foreign collective management organisations, GEMA ensures that the rights assigned to it by the Rightsholder are also managed at international level. Beyond that, GEMA is not obliged to manage any rights outside its territory. If the rights management for a country as a whole or with regard to individual types of use is not governed by a representation agreement, the Rightsholder may, at any time, and without having to observe the notice period specified in § 28, request in writing that the rights granted for the respective country or the relevant types of use be assigned back to it. Such limitations of the international rights management shall be communicated to Rightsholders through the GEMA Website at regular intervals.

§ 18 Obligations to declare work and provide information

[1] The Rightsholder undertakes to declare all works falling within the scope of this Deed to GEMA in compliance with GEMA's requirements as to form, specifying in particular the title and genre of each work, the name of the composer(s), lyricist(s) and publisher(s), including any pseudonyms they may use, and to confirm that the information regarding the authorship of the Rightsholder is correct. In the case of published works, the music publisher is also obliged to undertake the declaration of works for the authors.

[2] If the Rightsholder fails to properly declare works, it will forfeit the right to receive royalty distributions from GEMA until the work is duly declared.

[3] The Rightsholder undertakes to provide GEMA with any kind of information required for determining its rights.

§ 19 Assignment of royalty earnings

[1] The rights of the Rightsholder to receive royalty distributions from GEMA can be assigned only with GEMA's prior consent.

[2] GEMA's consent according to para. 1 is not required if, under the publishing contract [*Verlagsvertrag*], an author only assigns royalty earnings to the publisher in an amount equal to the share the Distribution Plan provides for publishers.

[3] GEMA shall have the right to charge the Rightsholder an administrative fee corresponding to the costs of handling assignments pursuant to para. 1 – with the exception of assignments of contributions to professional associations.

[4] In the event that GEMA makes an advance payment, the Rightsholder shall assign its rights to receive distributions of royalties to GEMA irrevocably until the advance has been paid off.

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2) Electronic notification is currently made via the GEMA online portal, provided the member has a corresponding account. Otherwise, the electronic notification is currently sent to the correspondence email address stored by the member with GEMA.

§ 20 Obligation to provide publishing services

[1] Music publishers undertake to provide publishing services for the works they have published.

[2] The term "publishing service" means reproduction and distribution [*Vervielfältigung und Verbreitung*] of works of music (with or without lyrics) within the meaning of the German Publishing Act [*Verlagsgesetz – VerlG*]. Irrespective of that, such a publishing service may also be provided in the form of promotion and marketing activities for the work concerned, financing and production services or support and administrative services. Support and administrative services include, but are not limited to, handling all necessary communication with GEMA regarding the work and its use, including in the interest of the author (e.g. by declaring the work to GEMA, verifying accounting records and processing complaints).

[3] If authors of works published by a music publisher are not members of a collective management organisation for musical copyrights yet, the music publisher shall work towards the authors entering into a Deed of Assignment with GEMA.

[4] The services of music publishers shall be settled by their participation in the distribution of royalties in accordance with the GEMA Distribution Plan. Further payment claims against GEMA do not arise from these services.

§ 21 Grant of royalty-free licences

The Rightsholder shall, upon application, have the opportunity to obtain a royalty-free GEMA Non-Commercial Licence ("GEMA NC Licence") for the rights granted under §§ 1 to 16, such licence allowing the Rightsholder

a) to use its works itself for non-commercial purposes and

b) to grant everyone or individual persons a royalty-free licence for non-commercial use of its works.

The conditions for obtaining a GEMA NC Licence and the terms of grant of royalty-free licences for non-commercial uses are determined by resolution of the General Assembly and must be published.

§ 22 Prohibition on royalty sharing with contracting partners

[1] The Rightsholder may not, either directly or indirectly, share the royalties it earned with users to cause them to prefer its works for usage purposes. This prohibition is violated, for example, if a Rightsholder gives a broadcasting organisation a direct or indirect share in the royalties it earned to cause that broadcasting organisation to give preference to its works in its playlisting process.

[2] If a Rightsholder enters into licensing agreements with GEMA, a company in which GEMA is invested, or another collective management organisation, or is in an economic or personal relationship with licensees, this alone does not warrant the assumption that the elements stated in para. 1 sentence 1 are met.

[3] In the event of culpable contravention of the prohibition set forth in para. 1, the Rightsholder shall pay an amount equal to the share it gave the user in its royalties to the GEMA Welfare Fund [*Sozialkasse*], provided, however, that this amount shall not exceed the amount of royalty distributions attributable to the Rightsholder for the work concerned.

[4] This shall be without prejudice to the provisions of the GEMA Statutes relating to actions in breach of the Statutes.

§ 23 Electronic communication

[1] The Rightsholder agrees to all communication with it being handled by electronic means (e.g. through the email address the Rightsholder provided, or through the GEMA Online Portal).

[2] If electronic communication is not possible, GEMA may charge a processing fee according to § 25 para. 5 for sending information or notifications required by law or necessary to perform under this Deed by post.

§ 24 Obligation to update personal, company and publisher data

[1] The Rightsholder undertakes to notify GEMA without undue delay of any change of residence and nationality, any change in

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details for electronic communication, any change of its company name, its ownership and shareholding structure or in the authority to sign on behalf of the company, any relocation of its office and each case of publishing or change of publisher.

[2] If the Rightsholder, or, in case of death of the latter, its legal successor fails to notify the change of address and the new address of the Rightsholder cannot be determined by way of inquiry with the residents' registration office competent for the place of its last residence, GEMA shall have the right to terminate this Deed to expire at the end of the financial year in which the negative notification has been received from the residents' registration office. Notice of termination shall in such case be given by registered letter to be sent to the last address notified to GEMA.

§ 25 Admission fee and administrative fees, membership fee

[1] Upon first formation of this Deed of Assignment, the Rightsholder undertakes to pay GEMA a one-off admission fee to be determined by the Supervisory Board.

[2] The Rightsholder undertakes to pay GEMA an annual membership fee to be determined by the Supervisory Board.

[3] The admission fee and the membership fee applicable when this Deed is entered into can be found on the GEMA Website.

[4] The membership fee is payable in advance upon signing of this Deed. In the following years, the membership fee shall be due on 1 December of each year for the following year. GEMA shall have the right to set the membership fee off against any credit balances which may have accrued. If the member is in arrears with the payment of the membership fee for an amount equal to three times the annual fee and such arrears cannot be offset in full against credit balances, GEMA shall have the right to terminate this Deed by extraordinary termination.

[5] In order to fund Rightsholders' use of individual administrative services, the Managing Committee shall fix reasonable administrative fee rates by mutual agreement with the Supervisory Board. The administrative fee rates shall be published.

Chapter 3: Incorporation of the GEMA Statutes, the GEMA Distribution Plan and the GEMA rules

§ 26 Incorporation of the GEMA Statutes and the GEMA Distribution Plan and any amendments thereto

[1] The GEMA Statutes as in force on the date this Deed is entered into forms an integral part of this Deed.

[2] The GEMA Distribution Plan as in force on the date this Deed is entered into, including the rules on the promotion of social and cultural purposes referred to therein, forms an integral part of this Deed.

[3] The GEMA Statutes and the GEMA Distribution Plan can be amended by resolution of the GEMA General Assembly. Amendments to the GEMA Statutes and the GEMA Distribution Plan require such majority of votes cast at the General Assembly as specified in the GEMA Statutes. Such amendments shall be incorporated into the contractual relationship with the Rightsholder without the consent of the latter being required.

§ 27 Amendments to this Deed after signature

[1] This Deed can be amended by resolution of the GEMA General Assembly. Amendments to this Deed require such majority of votes cast at the General Assembly as specified in the GEMA Statutes. Such amendments shall be incorporated into the contractual relationship with the Rightsholder in accordance with the provisions of the following paragraphs.

[2] If the General Assembly resolves any amendments to this Deed in future which for reasons of collective rights management have to be uniformly applied to all Rightsholders, such amendments shall also be deemed to form part of the Deed of Assignment without the consent of the Rightsholder being required.

[3] All other changes to the Deed of Assignment, in particular changes that relate to the scope of the rights managed by GEMA, shall require the consent of the Rightsholder.

[4] The Rightsholder shall be informed of all amendments to the Deed of Assignment. In cases where the consent of the Rightsholder is required, such consent shall be deemed to have been given if the Rightsholder has not expressly objected to the change or addition in writing within three months after the dispatch of the written notification; reference must be made of this legal

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consequence in the written notification. The notification shall be made in electronic form through a channel established by GEMA for electronic communication with its members and specified on the GEMA Website.[3)] If electronic communication with a member is not possible, the notification shall be effected by post. The member shall be informed about changes of the communication channel in the form hitherto used in relation to that member.

Chapter 4: Term, termination and limitations of agreement, legal succession

§ 28 Term of agreement

[1] This Deed is entered into with effect from 01.01.2025 . It can be terminated in writing by giving six months' notice to the end of a calendar year.

[2] In deviation from para. 1, this Deed can be terminated with regard to the assignment of rights for the online uses under § 12 and § 14 by giving three months' notice in writing to the end of a calendar year. In all other respects, the Deed of Assignment shall remain unaffected by such partial termination. This shall apply in particular with regard to the assignment of rights for broadcasts under § 2, including by way of online distribution (e.g. internet radio and internet TV).

[3] This Deed shall expire at the end of the term of protection of all works in respect of which the Rightsholder has assigned rights to GEMA for management.

§ 29 Legal succession

[1] The legal succession in the contractual relationship shall be governed by the general statutory provisions, unless the GEMA Statutes and this Deed of Assignment contain different provisions.

[2] In the event of the Rightsholder's death, this Deed shall be continued with its legal successor(s) in title to the copyright. GEMA may request that proof of rights ownership be provided in the form of a certificate of inheritance, a certificate of executorship [*Testamentsvollstreckerzeugnis*] or any other documents to be issued by the probate court. GEMA shall not be obliged to make any pay-outs until evidence of rights ownership has been provided.

[3] If two or more legal successors exist, they shall exercise their rights vis-à-vis GEMA through a joint representative. GEMA may request that the authority of the representative be evidenced by notarised documents. GEMA shall not be obliged to make any pay-outs until a joint representative has been officially appointed.

[4] Each legal successor in title to the copyrights of a deceased Rightsholder shall be obliged to notify GEMA of the death within six weeks of it coming to their attention. If a Rightsholder is succeeded by more than one legal successor and one of these legal successor dies, the joint representative to be appointed pursuant to para. 3 shall also be required to make such notification.

[5] If a person required to make such notification fails to meet this obligation and GEMA therefore makes payments without legal grounds, GEMA shall be authorised to claim back such payments without the recipients of the payments being entitled to claim lapse of enrichment as per Sec. 818 Para. 3 of the German Civil Code [*Bürgerliches Gesetzbuch – BGB*].

[6] If, within two years after the death of the Rightsholder, no claims are filed for legal succession in title to the copyright, and if the total credits accrued on behalf of the unknown legal successors in two consecutive years fail to reach the sum of the total membership fees payable for these years, the Deed of Assignment shall expire at the end of the current financial year.

§ 30 Limitation of agreement to certain types of use and/or countries

[1] A Deed of Assignment may be entered into or terminated with respect to the assignment of rights for only certain types of use and/or certain countries. However, such limitations may apply only to the rights in all and not just some of the works of a Rightsholder.

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3) Electronic notification is currently made via the GEMA online portal, provided the member has a corresponding account. Otherwise, the electronic notification is currently sent to the correspondence email address stored by the member with GEMA.

[2] The following countries and/or types of use are excluded from the Assignment:
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§ 31 Reversal of rights upon termination of agreement

[1] Upon termination of this Deed, all rights assigned hereunder shall revert to the Rightsholder without a specific reassignment being required. In the event of a partial termination, this shall apply mutatis mutandis to the types of use and/or countries in respect of which this Deed is terminated.

[2] The Reversal shall be such that the users whose contracts for the use of works of the departing Rightsholder were entered into before this Deed was terminated in whole or in part and survive beyond this point continue to have a right of use for the duration of their contracts.

[3] If the Rightsholder continues to be entitled to royalty revenue from use of its works, distributions shall be made in accordance with the provisions of the Distribution Plan in the version in force from time to time.

§ 32 Termination upon dissolution of GEMA

If GEMA were to be dissolved, this Deed of Assignment shall be deemed terminated with effect from the end of the quarter following the quarter in which the resolution of dissolution was approved by the competent government authority.

Chapter 5: Final provisions

§ 33 Place of performance, place of jurisdiction, applicable law

The place of performance of this Deed shall be GEMA's registered office in Berlin, and – to the extent permitted by law – the competent courts of Berlin shall have jurisdiction to adjudicate any disputes between the Parties arising out of this Deed. The contractual relationship hereunder shall be governed by German law.

§ 34 Cancellation of existing Deeds of Assignment

If a Deed of Assignment was already in place between the Parties hereto, the present Deed shall replace any such previous agreement. Any limitations of the agreement under § 30 shall automatically become part of the present Deed, without a notice of termination or other declaration of the Rightsholder being required in relation to the countries and/or types of use excluded from the Assignment.

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§ 35 Rule of interpretation

According to the resolution of the General Assembly of 14/15 May 2025 on Item 10 of the agenda, this version of the Deed of Assignment replaces and supersedes the GEMA Deed of Assignment as in force until the said General Assembly. The changes to the wording and structure of the Deed of Assignment that were adopted by this resolution are editorial in nature. No changes in substance are intended by this editorial revision, except where a change was clearly identified in the statement of grounds for the proposal for resolution on Item 10 of the agenda as printed on the agenda for the General Assembly of 14/15 May 2025 as a change in substance. In construing the provisions of this Deed of Assignment, it is therefore to be assumed in cases of doubt that any change to the wording and structure adopted by the resolution on Item 10 of the agenda of the General Assembly of 14/15 May 2025 was not intended to bring about a change in the substance of the Deed of Assignment as in force until the said General Assembly. § 34 sentence 2 shall apply *mutatis mutandis*.

DRAFT

Berlin

Date

GEMA
Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte

The Managing Committee

xxxxxxxxxx
p. p.

Place

Date

The Rightsholder
(In cases where this is not an individual person, the legal form of the publishing company must be stated (e.g. sole proprietorship, general partnership (OHG), limited partnership (KG), limited liability company (GmbH), public limited company (AG)). In such cases the Deed of Assignment must be signed by authorised representatives entered in the Commercial Register together with a company stamp.)

If the author is deceased and the signatory of this Deed has been appointed as joint representative of the legal successors in accordance with § 29, the signatory hereby assures that it has been authorised by all legal successors to sign this Deed.

xxxxxxxxxx
(Signature of the Rightsholder)