

Deed of Assignment



TRANSLATION OF THE DEED OF ASSIGNMENT AS OF MAY 2018

Deed of Assignment

(Version based on the resolutions of the Annual General Assembly held on 16 / 17 May 2018)

entered into by and between the undersigned

Author *TRANSLATION*
..... *IN CASES*

Music publisher *OF*
(music publishing company) ¹⁾ *DOUBT*

Legal successor of *ONLY THE GERMAN VERSION*
..... *SHALL PREVAIL*

- hereinafter briefly referred to as Right Owner -

and

GEMA Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte,
represented by its Managing Committee in 10787 Berlin, Bayreuther Str. 37,

- hereinafter briefly referred to as GEMA -

§ 1

The Right Owner hereby assigns to GEMA as trustee for all countries any and all copyrights currently vested in him and those accruing to him, devolving or redevolving upon him or otherwise acquired by him during the term hereof to the following scope for administration under the following terms and conditions:

- a) The performing rights in and to musical works with or without words, however to the exclusion of the stage performance of dramatico-musical works (whether completely, as cross-section or in major parts). The exclusion shall also cover the stage performance of other musical works (with or without words) forming integrating parts of dramatico-musical stage works, e.g. within the scope of ballets or hit musicals. It is immaterial whether the works have been created specifically for performance on the stage.

Stage music, provided it is not an integrating part of the stage work, stage shows, film accompanying music, interludes in revues, interludes in operettas, burlesques and comedies, melodramatic and cabaret performances are covered by this Deed of Assignment unless the performance of parts of dramatico-musical works in other stage works is involved.

¹⁾ Where an individual person is not involved, the legal form of the publishing company must be stated (e.g. individual firm, general partnership, limited partnership, limited liability company, stock corporation). In such cases the Deed of Assignment must be signed by the authorized agents entered in the register of companies and stamped with the corporate seal.

- b) The radio broadcast rights with the exception of the broadcast of dramatico-musical works, whether completely, as cross section or in major parts ²⁾.
- c) The rights of public communication by loudspeaker including the public communication of dramatico-musical works by loudspeaker.
- d) The television broadcast rights with the exception of dramatico-musical works, whether completely, as cross section or in major parts ²⁾.
- e) The rights of public communication by television sets including the public communication of dramatico-musical works.
- f) The film exhibition rights including the rights in and to dramatico-musical works.
- g) The rights of performance and the right to make accessible by means of the devices produced in accordance with para. h) with the exception of
 - aa) the stage performance of dramatico-musical works, whether completely, as cross section or in major parts;
 - bb) the rights of making perceptible dramatico-musical works in theatres as defined by § 19 (3) UrhG (German Copyright Act).
- h) The rights of recording on audio, audiovisual, multimedia and other data carriers, including for example Speichercard [Memory Card], DataPlay Disc, DVD (Digital Versatile Disc), Twin Disc, audio and video carriers with ROM part and such carriers with data link, as well as the reproduction and distribution rights in and to such carriers.

The right to incorporate works of music (with or without words) in databases, documentation systems or similar types of storage media.

The right of transmission by electronic or similar means of works of music (with or without words), which are incorporated in databases, documentation systems or similar types of storage media, including for example for mobile Inter-net use and for music exchange systems.

The rights to use works of music (with or without words) as ringtone melodies and dial-tone melodies are administered in two stages. Stage 1: The right to authorise the use of the work as a ringtone melody or a dial-tone melody, in particular as provided in § 14 UrhG (German Copyright Act) ³⁾ and § 23 Sentence 1 UrhG ⁴⁾, remains with the Right Owner. Stage 2: The Right Owner assigns the rights listed under para. h) subs. 1 to 3 to GEMA for administration.

The rights shall be assigned respectively subject to the provisions under para. i).

The above rights shall not cover graphic rights, in particular the right in and to sheet music or lyrics.

In respect of the reproduction of dramatico-musical works - whether completely, as cross section or in major parts - for personal or other private use by means of phonograms or videograms, the right of reproduction shall be reserved to the Right Owner where the administration thereof towards theatres is concerned.

- i) (1) The rights for the utilization of a work (with or without words) for the making of cinematographic works or for any other kind of fixation on supports of sounds and images as well as any other combination of works of music (with or without words) with other kinds of works on multimedia and other data carriers or in databases, documentation systems or similar types of storage media, with among other things the possibility of interactive use, it being understood that GEMA and the Right Owner will inform each other of all cases that may become known. Such rights are assigned to GEMA under a resolutive condition.

²⁾ The rights to simultaneous, unadapted and complete retransmission of dramatico-musical works in television and radio programmes within the meaning and the scope of the EC Directive 93/83 of September 27, 1993 shall be assigned by separate mandate to GEMA by the Right Owners in question.

³⁾ Art. 14 UrhG states: "The author shall have the right to prohibit any distortion or any other mutilation of his/her work which would jeopardise his/her legitimate intellectual or personal interests in the work."

⁴⁾ Art. 23 Sentence 1 UrhG states: "Adaptations or other transformations of the work may be published or exploited only with the consent of the author of the adapted or transformed work."

The condition occurs when the Right Owner notifies GEMA in writing that he wants to exercise the rights in his own name. Such notification must be given within a period of four weeks; in case of subpublished works within a period of three months. The period shall be counted from the time when the Right Owner first becomes aware of the case in question. The notification of the Right Owner to GEMA concerning a specific case of which he himself became aware must indicate whether he wants to exercise the rights in his own name. The reversion shall only take place insofar as it concerns the utilization for the making of a specific cinematographic work or any other support of sounds and images or multimedia or other data carrier or the combination with other kinds of works in a specific database, a specific documentation system or a specific similar type of storage media. In the case of cinematographic works the reversion includes the right of making and distributing copies where works are concerned which are destined for public exhibition in motion picture theatres or for broadcasts. In respect of other fixations on supports of sounds and images, the reversion is limited to the right to authorize the recording of the work in connection with the images and the making of 50 copies to be specially marked for purposes of introduction. The rights in respect of television productions as provided under subs. (2) shall remain unaffected.

- (2) In the case of television productions, GEMA shall license the synchronization rights to broadcasters and their own advertising companies where their own or commissioned productions for their own broadcasting purposes and rebroadcasts are concerned. The Right Owner's approval shall be required, however, if third parties are involved in the production or if the television productions are to be used by third parties. This shall apply in particular to co-productions. Clause 1 above shall apply respectively in cases of TV co-productions between broadcasters where at least one domestic broadcaster is involved.

Under the conditions set forth above, GEMA shall license the synchronization right also for television productions for the purpose of announcing programmes (trailers), but only insofar as this involves the use of musical works with or without words, which have been created specifically for an own or commissioned production announced by the trailer (commissioned compositions).⁵⁾

- (3) In any event, the rights for television productions and other supports of sounds and images, except for the rights reserved to GEMA, shall be reserved to the Right Owner himself whenever any of the following is involved
- aa) preexisting dramatico-musical works, whether complete, as cross section or in major parts;
 - bb) the use of a work (with or without words) for the production of a dramatico-musical work;
 - cc) the use of concert songs, popular songs or interludes from dramatico-musical works in other dramatico-musical works or dramatic works or in television productions or for other supports of sounds and images, which represent a combination of several music titles under one basic idea and with one thread of action. For television productions, the right of approval shall in all such cases be reserved to the Right Owner. The approval cannot, however, be made dependent by the Right Owner on the payment of a compensation where own or commissioned productions are involved for own broadcast purposes and rebroadcasts of the television stations and their own advertising companies. If approval is granted, accounting will be made in accordance with the distribution plan.
- k) With regard to musical works (with or without words) used for advertising purposes, the following distinction is made in respect of separate administration of rights by the Right Owner on the one hand and GEMA on the other:
- (1) The right to grant third parties the authorisation to use a musical work (with or without words) for advertising purposes or to prohibit such use in any particular case shall remain vested with the Right Owner. The authorisation may be restricted in terms of territory, time and/or content(s).
 - (2) The Right Owner assigns to GEMA the rights under paras. a) to h) and l) above - also for advertising purposes - subject to a resolatory condition. The condition will take effect, if the Right Owner makes use of his/her right and prohibits a third party from using musical works in any particular case as provided in subs. (1) and the Right Owner notifies GEMA hereof in writing.
- § 1 i) para. (2) subpara. 2 in the version as of 1 January 2016 shall remain unaffected.

⁵⁾ § 1 i) para (2) subpara. 2 shall apply as of 1 January 2016.

- l) The rights in and to uses, which arise from technical or legal development of the categories of use covered by paras. a) to i) and correspond to the rights therein, as well any rights in and to independent categories of use, which do not become known until after conclusion of the Deed of Assignment. The Right Owner is entitled to revoke in writing the assignment of rights for independent categories of use as a whole or for individual newly emerging categories of use as provided in § 31 a UrhG (German Copyright Act). The right of revocation shall expire at the end of three months after dispatch of the written notification on the intended commencement of licensing of the new type of use by GEMA. The written notification will be reproduced in the respective publication "virtuos" sent to all members, reference being made to this notification in a prominent manner on the title page.
- m) (1) The statutory royalty claims arising from §§ 20b (2), 27 (1) and (2), 45a (2) sentence 1, 46 (4), 47 (2), 52 (1) sentence 2 and (2) sentence 2, 54 (1), 54b (1), 54e and 54f UrhG (German Copyright Act), 60h (1) sentence 1 UrhG as well as 137I (5) UrhG. With the exception of § 27 (2) UrhG, the assigned claims shall not cover the use of graphic recordings of musical works.

(2) The statutory royalty claims arising as a result of the creation of new provisions in the field of the rights named in paras. a) to l). The Right Owner may revoke the assignment of the new claims in writing. The right of revocation shall expire at the end of three months after dispatch of the written notification on the intended commencement of administration of the newly created claim by GEMA. The written notification will be reproduced in the respective publication "virtuos" sent to all members, reference being made to this notification in a prominent manner on the title page.

§ 1a

The Right Owner shall, upon application, have the opportunity to acquire a royalty-free GEMA Non-Commercial Licence ("GEMA NC Licence") for the rights assigned in accordance with § 1, such licence authorising the Right Owner

- a) to himself use his works non-commercially and
- b) to grant anyone or individual persons a royalty-free licence for the non-commercial use of his works.

The conditions of acquisition of the GEMA NC Licence and the terms for granting royalty-free licences for non-commercial uses are decided by the Annual General Assembly and shall be published.

§ 2

As far as the Right Owner cannot dispose of the rights at present, he hereby assigns these rights in the event that he recovers them in the future. The assignment also covers the rights mentioned above if and when the Right Owner acquires or has acquired them by way of succession in title.

§ 3

1. GEMA is entitled to exercise in its own name the rights assigned to GEMA by the Right Owner, to exploit these rights, to receive the due remuneration and to confirm the receipt with legal effect, to transfer the rights assigned to GEMA entirely or in part to third parties or to prohibit the utilization, and to exercise in GEMA's own name also judicially in any way which seems suitable to GEMA all rights due to GEMA.

In the event that GEMA generates income on the basis of royalty agreements, which differ from published GEMA tariffs, it will, upon written request, furnish the Right Owner with information about the remuneration principles of such agreements, provided the Right Owner participates in the works that are used within the scope of the royalty agreements and has a legitimate interest in the desired information, which does not conflict with any overriding interests of all the members or third parties.

2. By entering into mandate agreements and agreements of reciprocal representation with foreign collecting societies, GEMA will ensure that the rights assigned to it by the Right Owner are administered also in other countries. Moreover, GEMA is not obliged to administer any rights outside its territory of administration. Where the administration of rights for an entire country or with respect to individual types of usage is not covered by mandate agreements or agreements of reciprocal representation, the Right Owner will be entitled to request in writing at any time also without observing the notice of termination laid down in § 10 that the rights granted be reassigned for the country in question or the relevant types of usage. Such restrictions to the international administration of rights will be regularly notified to the Right Owners in the publication "virtuos" sent to all Right Owners, reference being made to these restrictions in a prominent manner on the title page.

§ 4

Claims of the Right Owner against GEMA can be assigned only by agreement with GEMA. This shall not apply in the event that the author has only assigned the entitlement to the publisher to be paid the equivalent of the share provided for payment to publishers in the distribution plan. GEMA shall be entitled to charge an administrative fee corresponding to the costs for the handling of assignments pursuant to clause 1 - with the exception of assignments of contributions to the professional associations - at the expense of the Right Owner (debtor).

In case of advance payments, the Right Owner shall irrevocably assign his payment claims to GEMA until the advance payments have been repaid.

§ 5

The Right Owner undertakes to notify GEMA of all works covered by this Deed of Assignment on the forms issued by GEMA, stating in particular the title and the category of the works, the names of the composers, lyricists, publishers and any pseudonyms, to submit a reproduced copy of each notified work for registration and to evidence the correctness of his statements with respect to his authorship in the form prescribed by GEMA.

If the Right Owner fails to properly notify works, he will forfeit the claim against GEMA for payment until proper notification has been made.

The Right Owner undertakes to provide GEMA with any information required for determining his rights.

§ 5a

The Right Owner may neither directly nor indirectly grant a share in his revenue to the licensee of GEMA or any other licensing organization with the object to obtain an unjustified preference of specific works of the Right Owner in the utilization of GEMA's repertoire. In case of contravention, the Right Owner undertakes to pay to GEMA's social fund an amount equal to the share of his revenue which he has granted to the licensee. If the amount paid to the licensee exceeds the remuneration due to the Right Owner for the work in question, only this remuneration shall be paid to GEMA's social fund.

All other provisions of the Statutes concerning a conduct contrary to such Statutes remain unaffected.

§ 6

- a) Both the Statutes and the distribution plan and any future amendments in the Statutes and the distribution plan shall be part of this Deed.

Should the General Assembly pass any changes or additions to the Deed of Assignment in the future, which for reasons of collective administration of rights must uniformly apply to all Right Owners, such changes or additions shall also be deemed an integral part hereof. All other changes or additions to the Deed of Assignment, in particular insofar as they relate to the scope of the rights administered by GEMA, shall be subject to the approval of the Right Owner. Any changes or additions to the Deed of Assignment shall be notified to the Right Owner in writing. Where the approval of the Right Owner is required, it shall be deemed to have been given, if the Right Owner does not explicitly object to the change or addition in writing within three months of dispatch of the written notification; reference shall be made to this legal

consequence in the said notification. The written notification will be reproduced in the edition of the publication "virtuos" issued after the General Assembly and sent to all Right Owners, reference being made to this notification in a prominent manner on the title page.

The Right Owner acknowledges having received the Statutes and the distribution plan.

- b) The Right Owner shall be obliged in case he defaults in his obligations under the Statutes, the distribution plan and the Deed of Assignment to refund to GEMA any costs resulting from his default.

§ 7

The Right Owner undertakes to notify GEMA forthwith of any change of domicile and citizenship, any change in the firm, its ownership and partnership or in the signature of the firm, any relocation of the office as well as each case of publishing or change of publisher.

If notice of change of address by the Right Owner, or in case of death by his legal successor, is neglected and the new address of the Right Owner cannot be ascertained by inquiry with the registration authority responsible for the last domicile, then GEMA shall be entitled to terminate the Deed of Assignment prematurely as of the end of the fiscal year in which the negative advice has been received from the registration authority. Notice of termination shall in such case be given by registered letter sent to the last address notified to GEMA. Upon expiration of another fiscal year, the board of supervisors can at its discretion dispose of any credit balances existing until termination of the Deed of Assignment in case the Right Owner has not made any disposition thereof by then.

§ 8

1. Upon first conclusion of a Deed of Assignment, the Right Owner undertakes to pay to GEMA a one-time admission fee to be fixed by the board of supervisors.
2. The Right Owner undertakes to pay to GEMA an annual membership fee to be fixed by the board of supervisors.

At the conclusion of the Deed of Assignment, the membership fee shall be paid in advance. In the following years the Right Owner's account with GEMA shall annually be debited with the membership fee and compensated with the credits accruing in the current year. If the credits due to the Right Owner fail to attain the amount of the membership fee, the Right Owner shall be liable for immediate payment of the difference to GEMA. If, in three successive years, the credits due to the Right Owner fail to attain the amount of the membership fee, GEMA shall be entitled to terminate the Deed of Assignment prematurely as of the end of the following fiscal year by giving notice in writing or GEMA may make the further administration of his rights subject to the condition that the membership fee is paid in advance.

3. Contrary to the provisions governing the distribution of the proceeds from the performing right, the principle shall prevail for the distribution of the proceeds from the reproduction right that subject to other resolutions, GEMA shall be entitled to a commission of up to 25 % of these proceeds.

§ 9

The succession in title in the contractual relationship shall be governed by the general statutory provisions, unless the Statutes of GEMA and this Deed provide otherwise.

In case of the death of the Right Owner, the Deed of Assignment shall be continued with his or her successor(s) in title to the copyrights. GEMA shall be entitled to request that proof of rights ownership be submitted in the form of a certificate of inheritance, letters of administration or any other documents to be issued by the probate court. GEMA shall not be obliged to make any payments until such proof of rights ownership is submitted.

If there are several successors in title, they shall exercise their rights vis-à-vis GEMA through a common authorized agent. GEMA may request that the appointment of an authorized agent be evidenced by notarized documents. GEMA shall not be obliged to make any payments until the appointment of a common authorized agent has been evidenced.

Each successor in title to the copyrights of a deceased Right Owner is required to notify the death to GEMA within six weeks of it coming to their attention. If a Right owner leaves more than one successor in title and one of these successors in title dies, then the common authorized agent to be appointed pursuant to subs. 3 is also required to make such notification.

If a party required to make such notification fails to meet this obligation and GEMA therefore makes payments for lack of legal grounds, then GEMA shall be authorised to claim back such payments, without the recipients of the payments being entitled to claim lapse of enrichment as per § 818 (3) BGB (German Civil Code).

If within two years of death of the Right Owner no claims are filed to the succession in title to the copyrights and the total credits made for the unknown successors in title fail to reach the sum for the total membership fees payable for these years over a period of two successive years, the Deed of Assignment shall expire as of the end of the current fiscal year.

§ 10

1. The Deed of Assignment is entered into with effect from It can be terminated by giving six months' notice in writing to the end of a calendar year.
2. Notwithstanding subs. 1., the Deed of Assignment can be terminated with respect to the assignment of rights for the online uses covered by § 1 h) (2) to (4) by giving three months' notice in writing to the end of a calendar year.

Where this is required for the online uses covered by § 1 h) (2) to (4), such partial termination shall also cover the right to record and technically prepare musical works. The storage of the transmitted work by the end user immediately following such online use (downloading) shall also be covered.

In all other respects, the Deed of Assignment shall remain unaffected by the partial termination. This shall apply in particular as regards the assignment of rights for the broadcasts covered by § 1 b) and d), also insofar as they are made by way of online distribution (e.g. Internet radio and Internet television).

3. The Deed of Assignment shall expiry at the end of the term of protection of all works, to which the Right Owner has assigned rights to GEMA for administration.

§ 11

Upon termination hereof the rights shall revert to the previous Right Owner without requiring a special reassignment. However, in order to prevent any disturbance of public use of music, the settlement with respect to the reverting copyrights shall be made in such a manner that the music users whose contracts were concluded before the termination of this Deed of Assignment for the use of works of the resigned Right Owner and continue to exist beyond the date of expiration hereof, shall be entitled to such use for the entire duration of their contracts.

The accounting of any proceeds accruing on behalf of the resigned Right Owner hereunder shall be made in accordance with the provisions of the GEMA distribution plan.

§ 12

If GEMA should be dissolved, this Deed of Assignment shall be deemed to have been terminated as of the end of the quarter following the quarter in which the resolution of dissolution has been approved by the competent state authority.

§ 13

The place of performance of this Deed of Assignment is the seat of GEMA, whereby also the court of jurisdiction for all litigation resulting from this Deed of Assignment between the parties hereof is determined.

§ 14

This Deed of Assignment, of which the Right Owner shall receive one copy, shall be signed by both parties. Should a contractual relationship already have existed between the contracting parties, this Deed of Assignment shall replace the previous agreements.

§ 15

Any modifications hereof or amendments hereto shall be subject to approval by the majority required in the General Assembly for changes in the Statutes and in the distribution plan.

§ 16
Special Agreements

Conclusion and termination of the Deed of Assignment can be restricted to rights assigned for specific categories of use and / or specific territories. Such restrictions may, however, relate only to the assignment of rights in and to all works of the Right Owner, not to rights in and to individual works of the Right Owner. The following territories - categories of use - shall be excepted from this assignment: ---

Berlin, (Date)--

.....-- , (Date)--

(Place)

GEMA

Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte

The Managing Committee

THE RIGHT OWNER

(Where an individual person is not involved, the legal form of the publishing company must be stated [e.g. individual firm, general partnership (OHG), limited partnership (KG), limited liability company (GmbH), stock corporation (AG)]. In such cases the Deed of Assignment must be signed by the authorized signatories entered in the Commercial Register and stamped with the corporate seal.)

If the author has died and the signatory of this Deed has been appointed pursuant to § 9 paragraph 3 as the common authorized agent of the successors in title, the signatory herewith warrants that he/she has been authorized by all successors in title also to sign the present Deed.

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(Signature of the Right Owner)