

RADIOPRO RIGHTS MANAGEMENT LIMITED

COLLECTIVE MANAGEMENT ORGANISATION (CMO)

Term of Membership

1. INTRODUCTION

1.1 RadioPro Rights Management Limited (RadioPro) is a Company which is owned and controlled by Right Holders to represent their interests. RadioPro will collect on behalf of its Members their share of music royalty revenue payable under the Directive 2014/26/EU, the Copyright and Related Rights Act 2000 and the Regulations 2016 (S.I. No 156 of 2016).

1.2 Principally, Members will give RadioPro the right to collect on their behalf revenue due to them, when music works, on which they have copyrights, are either broadcast, included in a cable programme service or played in public.

1.3 Membership is free and there are no onerous obligations on any party signing up for RadioPro Membership.

1.4 The full name of RadioPro is RadioPro Rights Management Limited. It is a company limited by Shares and all monies collected by RadioPro are, after administration costs, available to its Members.

1.5 Members appoint RadioPro as their Agent to collect revenue from copyright and rights related to copyright in the music sector, as defined in paragraph 2.15 below. In the initial phase it will refer to revenue from public performance, cable transmissions and broadcasts of commercially released music works. At a later stage it may be appropriate for RadioPro to collect other types of revenue, eg. blank tape levies, which apply in certain countries. The Mandate given by Members to RadioPro allows RadioPro to collect this additional income.

1.6 RadioPro will not only collect income that arises in Ireland but also income collected in other countries with which RadioPro has reciprocal agreements or to which it offers multi territory licenses.

1.7 RadioPro accepts two forms of Membership. Most of its Members will be Full Members however Associate Membership will be available to those who are signed up with Foreign Societies. The reason for this is that usually joining a foreign society involves giving that society exclusive rights to collect revenue on that Member's behalf. An Associate Member will have the right to receive certain revenue arising within Ireland. They will not have a right to vote, receive money from Abroad, or

otherwise participate in the running of RadioPro, however they will have the participate via a vote in the Assembly of Associate Members in order to appoint a Full Member as the Representative of the Associated Members. The Representative of the Associated Members will participate in the running of the RadioPro.

1.8 The Liability of the Member is Limited. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a Member, for payment of the debts and liabilities of the Company, such amount as may be required not exceeding 1 Euro.

2. DEFINITIONS

In these Rules and Regulations following words shall have the following meanings:-

2.1 The “CRM Regulations” means the Regulations 2016 (S.I. No 156 of 2016).

2.2 “Broadcast and Cable Programme Service” have the meanings ascribed to them in the Copyright and Related Rights Act 2000, the CRM Regulations and the Directive 2014/26/EU.

2.3 “Cable Transmission” means the inclusion in a Cable Programme Service.

2.4 “IPO” is the Intellectual Property Office of Ireland (IPOI).

2.5 “Executive Board” means The Executive Board of RadioPro.

2.6 “Member” means a Right Holder accepted as a Member pursuant to Clause 4.

2.7 “Foreign remuneration” means remuneration arising outside the Territory.

2.8 “Foreign Society” means a Society mandated or authorised to collect remuneration in a country outside the Territory.

2.9 “Joint Organisations” means an organisation that represents inter alia both Authors/Creators and at the same time Performers and Producers, as RadioPro does.

2.10 “Right Holders” means in each country where remuneration arises, the persons entitled under the law of that country to receive such remuneration.

2.11 “Right Holders’ Organisations” means an organisation that represents Right Holders.

2.12 “Producer” means producer of sound recordings.

2.13 “Producers Organisations” means an organisation representing Producers.

2.14 “RadioPro” means RadioPro Rights Management Limited.

2.15 "Remuneration" means the income owed to Right Holders for their copyright and rights related to copyright, arising from the commercial use of music works and performances, in which they participate as authors / creators, producers, musicians and singers, and also:-

a) share of the statutory equitable remuneration paid on the Broadcast or public performance or Cable Transmission of a music work published for commercial purposes, and

b) such other rights to remuneration as are available to Right Holders under the CRM Regulations and/or levies on copying devices or media or other measures intended to recompense inter alia performers in respect of the private copying of fixed performances, which are available in other territories, as RadioPro by special resolution in general meeting shall resolve to be collected by RadioPro.

2.16 "Territory" means Ireland.

3. APPOINTMENT OF RADIOPRO AS AGENT

3.1 Each Full Member hereby appoints RadioPro as its exclusive agent in the Territory to:-

3.1.1 collect his/her revenue / remuneration arising in the Territory,

3.1.2 enter into agreements with Collective Management Organisations (CMOs) and Independent Management Entities (IMEs) either within the Territory or in countries outside the Territory with a view to obtaining revenue and to negotiate and settle with Organisations how such monies may be owed and paid for copyright and rights related to copyright,

3.1.3 exercise his/her rights for the purposes of entering into agreements with Foreign Societies throughout the world in order to recover and collect income arising in the countries in which such organisations are established and/or the collection of income from such organisations in relation to the Broadcast, Cable Transmission or public performance of Members' music works and recorded performances and to liaise with other collecting societies.

3.1.4 make representations, claims and demands and to negotiate and settle the same as against organisations in countries outside the Territory whether Collective Management Organisations (CMOs) and Independent Management Entities (IMEs) in order to collect and recover foreign remuneration.

3.2 Each Associate Member hereby appoints RadioPro as its exclusive agent to:-

3.2.1 collect on his/her behalf revenue / remuneration arising in the Territory.

3.3 Both Full and Associate Members hereby appoint RadioPro as their agent, in respect of income collected on their behalf, to:-

3.3.1 give good receipts for and on behalf of the Member,

3.3.2 establish and operate Licensing Schemes,

3.3.3 make representations on behalf of, to appear before and litigate any matter regarding the rights and claims exercised pursuant to RadioPro's agreement with Members before the IPO and other courts and tribunals whether in the Territory or abroad.

3.3.4 enter into blanket licensing agreements on such terms as it thinks fit.

3.3.5 give indemnities guarantees and warranties in connection with arrangements entered into by RadioPro

3.3.6 make claims, pursue debts, recover monies and litigate actions and proceedings in relation to the copyright and rights related to copyright revenue.

3.3.7 audit and verify compliance with the terms of any agreement or scheme entered into with any third party.

3.3.8 compromise and settle any negotiations, claims, demands or proceedings, and

3.3.9 vary, alter or amend agreements that are entered into.

4. MEMBERSHIP

4.1 A Full Member or an Associate Member shall be a Right Holder accepted as such by the Executive Board of RadioPro in accordance with the guidelines and other matters laid down from time to time by the Executive Board.

4.2 In the event that a Member at the date of application to become a Member of RadioPro is a Member of a Foreign Society or has mandated or granted agency rights in respect of any revenue / remuneration (whether arising abroad or in Ireland) then he or she shall declare that fact to RadioPro.

4.3 In the event that a Member makes application to join or does join a Foreign Society during the currency of his or her Membership of RadioPro or mandates or appoints any such society or any third party to act on his behalf in relation to revenue whether arising abroad or in Ireland he/she shall forthwith notify that fact to RadioPro and shall supply such details and information regarding such

Membership, its territorial extent, the rights granted and the extent of the agency accepted, as RadioPro shall require.

4.4 Where a Member is or becomes a Member of a Foreign Society and/or mandates or grants any rights to collect income to any organisation or person other than RadioPro the Member shall cease to be a Full Member and shall thenceforth be an Associate Member and shall not have the right to share in:-

4.4.1 the remuneration, revenue or income collected by RadioPro from any Foreign Society throughout the world of which the Member is or becomes a Member or

4.4.2 any monies collected on a blanket, anonymous or unattributable basis whether in the Territory or elsewhere.

5. RIGHTS OF RADIOPRO

5.1 RadioPro shall have the right to consider, draft, publish and lay down from time to time, regulations and guidelines relating inter alia to the following: -

5.1.1 Admission requirements for Membership.

5.1.2 Thresholds for distribution of monies.

5.1.3 The establishment of distribution scales and points systems for the distribution of income.

5.1.4 Retention and/or distribution of unascertained monies.

5.1.5 The setting up of trust funds and benevolent funds.

5.1.6 Notifications in relation to relevant agreements by Members.

5.1.7 Distribution of revenue.

5.1.8 Division of monies.

5.1.9 Legal proceedings.

5.1.10 The extent of the revenue / remuneration collected by RadioPro.

5.1.11 Ballots.

5.1.12 Relationship with other collecting societies whether in Ireland or abroad in relation to rights licensed or monies collected by Foreign Societies in cases where the rights exercised are more extensive but relate to either the broadcast, public use or cable transmission of the live or recorded performances of the music works.

5.1.13 Death of a Member and succession to his or her interests.

5.2 RadioPro shall be authorised to accept assignments of copyrights and rights related to copyright to the extent that these may exist in foreign territories and to licence the same to Foreign Societies as RadioPro thinks fit.

5.3 RadioPro may distribute, allocate and apply unattributed or unallocated sums in the general interest of the Right Holders.

5.4 The Executive Board of RadioPro may call for proof of authorship or performance in a music work / sound recording and the Members contribution and/or participation in that.

5.5 RadioPro shall have the power to affiliate and/or grant any of the rights given to it hereunder to any other society.

5.6 RadioPro has the right to debit from the account of any Member any sums paid over to such Member where a claim is made against RadioPro in relation to monies distributed to that Member in respect of the same event giving rise to revenue / remuneration.

5.7 RadioPro shall have a First Charge in respect of its administration and other costs in accordance with the guidelines laid down under Clause 5.1 hereof over any revenue / remuneration collected.

6. COLLECTION AND DISTRIBUTION

6.1 The Executive Board shall decide, from time to time, the collection periods and dates for distribution of monies collected and shall determine the minimum distribution amount that it shall distribute to each Member. Such details shall be notified from time to time by RadioPro to its Members.

6.2 RadioPro shall use its reasonable endeavours to identify and to attribute the monies that are received so far as is reasonably practicable and economic so to do. Where sums otherwise payable to a Member fall below the minimum distribution level, such sums shall be held on account on such a basis and for such a period as the Executive Board shall determine.

6.3 RadioPro shall be entitled to make such levies and deduct such commissions and fees as it may decide from time to time by a decision of the Executive Board provided always that such decisions shall be communicated to the Member either directly or at the annual general meeting of RadioPro.

6.4 RadioPro has the right to deduct any charge, levy, subscription, debt or any other payment which is properly due to RadioPro under the terms of this Agreement or

otherwise and any withholding tax, income tax or other charge which RadioPro is required by the Law to debit prior to making any payment to the Member.

6.5 RadioPro shall draw up accounts and furnish copies of the same to each Member together with such other financial and accounting information (including the expenditure and administration costs of RadioPro) as the Executive Board shall determine as being reasonably practicable and economic in the circumstances.

7. V.A.T.

7.1 The Member undertakes to comply with all and any tax and V.A.T legislation that may be applicable in relation to the receipt by him or her of payments made under this Agreement and indemnifies RadioPro in respect of any liability in respect of the same.

8. LEGAL PROCEEDINGS

8.1 The Member hereby authorises RadioPro to instigate and take legal proceedings for the collection of monies arising from any rights to revenue / remuneration to the extent that these may be legally enforceable either in Ireland or elsewhere and appoints RadioPro as his or her duly authorised attorney to act in all respects in this connection provided always that RadioPro shall be under no obligation to take such proceedings.

9. WARRANTIES AND UNDERTAKINGS OF THE MEMBER

9.1 The Member warrants as follows: -

9.1.1 He/She has full power authority and right to enter into this Agreement and to appoint RadioPro as his/her exclusive agent in the case of Full Members and exclusive agent in respect of the collection of revenue arising in the Territory, in the case of Associate Members and to permit and authorise RadioPro to exercise the rights herein granted in accordance with this Agreement.

9.2 The Member undertakes with RadioPro as follows: -

9.2.1 To give details to RadioPro of any purported waiver, assignment, release, commitment whether contractual or otherwise and whether or not enforceable whether by way of a recording agreement or other document of any right to the revenue collected by RadioPro.

9.2.2 To inform RadioPro of any monies received in relation to the revenue / remuneration whether personally or through any manager, agent, record company, broadcaster, collecting society, management entity or other agent or person.

9.2.3 Not to withdraw or deny the authority and agency appointment granted herein save:-

9.2.3.1 on prior notice to RadioPro or

9.2.3.2 in accordance with this Membership agreement.

9.2.4 To notify RadioPro of any change in the information given to them on making application to become a Member.

9.2.5 To deliver to RadioPro copies of such agreements, contracts and other documents as the Member may have entered into which may relate wholly or in part to revenue / remuneration arising either in the Territory or abroad.

9.2.6 To deliver to RadioPro such information as it may require in relation to the creation of music works and sound recordings containing rights by the Member.

9.2.7 To confirm the accuracy of any information contained in a distribution statement issued by RadioPro to the Member and to notify RadioPro of any inaccuracy and/or any monies credited or distributed to the Member.

9.2.8 To abide by the Constitution of RadioPro, the rules and regulations laid down from time to time in respect of Membership of RadioPro and the arrangements for the collection, distribution and apportionment of revenue / remuneration.

9.2.9 Not to institute any legal proceedings or make any claims in respect of revenue / remuneration save with the prior approval of the Executive Board of RadioPro.

9.2.10 To execute such further licenses, authorities, contacts, powers and other documents as may be necessary for RadioPro to carry out its obligations hereunder of which may be desirable for RadioPro to exercise in pursuance of the objects stated in the Memorandum of Association.

10. DISPUTES PROCEDURE

10.1 RadioPro may and shall lay down rules and procedures for the settling of any grievance or dispute whether in relation to monies arising or distributed or any other matters relating to RadioPro in which the Member has a legitimate interest. RadioPro may lay down separate procedures in relation to internal and administrative matters and/or to the auditing and verification of accounts.

11. TERM

11.1 This Agreement shall take effect from the acceptance by RadioPro of the application for Membership and shall continue until determined in accordance with Clause 11.2 or 11.3 below. On termination of the agreement the Member shall cease to be a Member of RadioPro.

11.2 Either RadioPro or the Member may terminate this Agreement upon 3 months written notification to the order.

11.3 Either party may terminate this Agreement in the case of any breach by one party which either is not capable of remedy or if capable of remedy, has not been remedied within 30 days of notification of the details of the breach from one to another.

12. MISCELLANEOUS

12.1 Notifications given by RadioPro to the Member may in the discretion of the Executive Board be specific or general such as in any RadioPro newsletter or magazine from time to time.

12.2 The Irish Law shall apply.