

RIGHTS ADMINISTRATION AGREEMENT FOR PRODUCERS OF SOUND RECORDINGS (FOREIGN RIGHTS HOLDERS)

entered into between

Label:

(company and address of the producer and/or the national rights holder)
hereinafter referred to as "rights holder"

and

LSG Wahrnehmung von Leistungsschutzrechten GmbH.
Seilerstätte 18-20/Mezzanin
1010 Vienna

hereinafter referred to as "LSG"

1.

The rights holder entrusts LSG with the fiduciary administration of his current and future rights and remuneration entitlements as a producer of sound recordings (Art. 76 UrhG, Austrian Copyright Act) and, to the extent that he also holds them, the rights of performing artists (Art. 66 ff UrhG) as described in more detail hereinafter. For this purpose, he grants LSG the sole and exclusive exploitation rights and remuneration entitlements, with regards to sound recordings published for commercial purposes and in the case of items 1.2, 1.3 and 1.5 to 1.6 also with regards to audiovisual recordings published for commercial purposes;

1.1.

to administer the right of reproduction and distribution pursuant to Art. 66 (1) and Art. 76 (1) UrhG on recordings for repeatable playback for audio and vision

- a) for the purpose of being exploited for a broadcast or public performance pursuant to Art. 76 (3) UrhG or
- b) for the purpose of being exploited in schools or for educational purposes, including their usage as part of student work

and to administer the right to broadcast and public performance by means of such recordings;

1.2.

to administer the right of reproduction and distribution pursuant to Art 66 (1) and 76 (1) UrhG on recordings for repeatable playback for audio and visual exploitation, as well as for the administration of the making available right pursuant to Art 71a and 76 (1) UrhG, with all of the above, however, being restricted to cases of rights infringement. Furthermore, LSG is entitled to prohibit the broadcast and public performance via illegally reproduced and distributed sound recordings (Art. 76 (2) UrhG).

1.3.
to administer remuneration entitlements pursuant to Art. 76 (3) UrhG;

1.4.
to administer remuneration entitlements pursuant to Art. 69 (3) and 76 (4) UrhG, each in connection with Art. 42 (5) to (7) UrhG;

1.5.
to administer remuneration entitlements pursuant to Art. 67 (2) and 76 (6) UrhG, each in connection with Art. 59a UrhG;

1.6.
to administer remuneration entitlements in the case of rental and/or lending of sound recordings and audiovisual recordings, as well as in the case of their use for scientific or educational purposes.

A broadcast in terms of the preceding provisions shall be defined as the transmission by any technical means with or without wire (conductor) and shall include satellite transmissions.

LSG is entitled to enforce the rights and remuneration entitlements assigned to it in its own name in or out of court.

2.1.
The granting of rights according to item 1 shall apply for the territory of the Republic of Austria. The rights holder shall guarantee that he is entitled to grant rights to this extent and that he has not already entrusted another music licensing company or a third party with these rights.

2.2.
The granting of rights according to item 1 shall apply for the term of protection, including any split protection terms or any extensions. It shall also apply for all rights granted now or in future to the extent of item 1. In the case of a future change of the legal position, as well as in the case of a deviating legal position abroad, the relevant rights shall be deemed as granted;

2.3.
The granting of rights according to item 1 shall also apply in the case of the exploitation of the rights holders' performances in parts, excerpts and rearrangements etc. Furthermore it shall apply if the rights holder has obtained the rights by individual or universal succession.

3.1.
The rights holder is obliged to supply LSG with the information required for the establishment and management of his rights and entitlements and to provide LSG with the necessary documentation (contracts etc.). The same shall apply with respect to information and documentation required for the distribution;

3.2.
Furthermore, the rights holder commits to inform LSG of the brands (labels) for which he claims rights, as well as all changes relating to them and he shall indemnify and hold LSG harmless against any claims made by third parties against such brands (labels).

4.
Claims by the rights holder against LSG can only be disposed by written consent, in particular via a transfer mandate.

5.
This agreement shall be concluded for an undetermined period and can be terminated by each contractual party via registered letter subject to a notice period of 6 months; the date of the postmark shall be definitive. The rights and entitlements granted to LSG according to item 1 shall revert to the rights holders upon termination of this agreement without the latter having to retransfer them.

6.

The Articles of Association of LSG as amended from time to time shall form an integral part of this rights administration agreement. The distribution shall be made as cost-efficiently as possible and according to guidelines to be set by LSG. LSG may create social funds and build up reserves for the satisfaction of unsettled claims or for any future debits.

7.

The rights holder is obliged to inform LSG without delay of any changes to data relating to his person, in particular any change of residence (address). Until such information has been received by LSG, all communication and payments may be made to the previously announced address; such communications and payments shall be legally effective and discharge LSG of any further obligations.

8.

Income tax for those with limited tax liability pursuant to Art. 99 EStG [Austrian Income Tax Act] (so-called income tax for foreigners) shall be deducted in accordance with prevailing double taxation agreements. Austrian VAT shall be transferred in the name of the foreign rights holder to the Austrian fiscal authorities. Bank charges for international bank transfers shall be borne by the recipient. Payment transactions with foreign rights holders shall be made subject to the statutory regulations governing currency as applicable at the time.

9.

In the case of any disputes between LSG and the rights holder it shall be agreed that the exclusive competence shall lie with the court in the third district of Vienna, which holds the subject matter jurisdiction for commercial matters.

Vienna,

LSG Wahrnehmung von Leistungsschutzrechten GmbH.

Dr. F. Medwenitsch

ppa. G. Gorgosilich

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(company stamp / signature of the rights holder)