



PHONOGRAM MANDATE

Interactive services

The COMPANY _____

(registered name, registered office, share capital, trade and companies register)

Represented by _____
(name, first name, precise duties)

hereby declares that it appoints as its agent :

S.C.P.P. (Société Civile des Producteurs Phonographiques), a collective management body constituted and acting in accordance with the provisions of articles L.321-1 et seq of the Intellectual Property Code, whose registered office is in NEUILLY (92200) - 14, Boulevard du Général Leclerc, in the person of, for the purpose of acceptance of said mandate, its Managing Director.

The text of this model common interest mandate was adopted by the General Meeting of the SCPP of 08 January 1997, 13 April 2005 and 23 June 2011. The delegation of the mandate in accordance with this standard mandate is not a necessary condition for membership of the Company and maintenance of the status of shareholder of the Company (category 3 mandate).

The principal gives the agent the power to:

A. Conclude general common interest contracts or specific contracts, with a maximum application period of three years, with the following users :

- services enabling, via a network, wired or wireless, the listening by all or part of the public, remotely and on demand, of extracts of phonograms,
- AUDIOTEL type services enabling, via the telephone network, listening over the telephone network, by all or part of the public, of all or part of phonograms,
- services enabling, via an interactive terminal, the listening by all or part of the public, in situ and on demand, of extracts of phonograms,
- educational and cultural services, such as public libraries and sound libraries, enabling, via a consultation station, listening by all or part of the public, remotely and on demand, of all or part of phonograms.
- educational and cultural services, such as public libraries and audio libraries, allowing, via a wired or wireless network, listening by all or part of the public, remotely and on demand, of all or part of phonograms.
- the companies that provide these services with the data, software and other technical tools necessary for their operation,
- companies that allow public access to these services.

These general or specific contracts will enable the aforementioned users, within the limits and conditions that will be agreed, to use in return for payment of remuneration to the SCPP, the phonograms produced, in whole or in part, by the shareholders of the Society or by producers who have given them a license or mandate.

To this end, these contracts will authorise:

- la reproduction sous forme numérique, directe ou indirecte, d'extraits de phonogrammes,
- the reproduction in digital form, direct or indirect, of extracts of phonograms,
- for educational and cultural services only and AUDIOTEL-type services, the reproduction in digital form, direct or indirect, of all or part of the phonograms,
- the provision to the public or part thereof, by wire or wireless, of extracts of phonograms or their authorised reproduction,
- for educational and cultural services only, the provision to the public or part thereof, by wire or wireless, of all or part of the phonograms,
- for AUDIOTEL-type services only, the communication to the public or to a part of it, by telephone, of all or part of phonograms,
- the communication to the public or to a part of it by wire or wireless transmission of extracts of phonograms,
- for educational and cultural services only, the communication to the public or to a part of it by wire or wireless transmission of all or part of the phonograms.

The following are expressly excluded from this mandate and remain subject to the authorisation of the producer of the phonogram or the person to whom he has given a license or mandate :

- a) Reproductions intended for the provision to the public of all phonograms, other than those designated above.
- b) reproductions intended for the provision to the public of physical copies of phonograms for private use, by sale, exchange or renting.
- c) reproductions intended for dubbing audiovisual works or documents other than those produced by or on behalf of an audiovisual communication undertaking or a company transmitting signals to a satellite.
- d) reproductions intended to dub an audio or audiovisual advertising message.

In the event of a request from a new interactive service and pending the conclusion of a general common interest contract under the terms of this mandate, the principal may directly agree with this service the amount of remuneration due for the use of phonograms in its repertoire; in this case, the SCPP will draw up a specific contract embodying the agreement thus entered into, which will be replaced by the general common interest contract upon its conclusion.

Only in the event of failure, confirmed by the board of directors, of negotiations initiated by the SCPP with a user for the conclusion of a general common interest contract or its renewal, or in case of impossibility confirmed by the board of directors of concluding such a contract, may the principal directly exercise the rights referred to above in order to freely determine, with the user, the amount of the remuneration due for the use of phonograms of its repertoire. In these latter cases, the specific contract will mention the obligation on the user to send all records of usage and all payments of remuneration due in execution of said specific contracts to the SCPP for the purpose of collection and distribution by it; it will notify the SCPP of the agreed financial conditions.

It is specified that, in the event the user notifies the SCPP of the failure of the negotiations or its refusal to negotiate, the next Board of Directors would confirm this no later than one month after receipt of the notification from the user.

B. For the sole purpose of exercising this mandate, collecting or having collected all the royalties or remuneration granted by laws, international agreements and / or general or specific contracts concluded by the Company, including by similar foreign organisations that it has mandated to do so.

C. And distribute the amount of these royalties or remunerations in accordance with the conditions set out in the General Regulations of the Company or by its Board of Directors.

Each shareholder of the Society must first, to receive its share :

- declare the phonogram in accordance with the conditions and time limits provided for in the General Regulations and by the Board of Directors of the Company,
- indicate, if any, to which similar organisations of producers and / or artists -performers a share of the remuneration accruing to the producer of the phonogram will be paid.

D. Establish, in coordination with similar organisations of beneficiaries, French or foreign, any register, file or data base that will facilitate the execution of this mandate.

Since this mandate may only apply to part of the repertoire filed by the principal with the SCPP, it is up to the principal to notify the SCPP, according to the procedures in force, of the phonograms or part of its repertoire to which the mandate will not apply.

The principal may request the withdrawal of the present mandate at any time, by registered letter with notification of receipt, the withdrawal of the mandate taking effect at the end of the calendar year following the year in which the principal has notified the SCPP of its request to withdraw the mandate.

Done in Neuilly, on _____
(in two originals)

THE PRINCIPAL

*mention "read and approved
for mandate"*

THE AGENT: S.C.P.P.

Marc GUEZ
Managing Director
"approved for acceptance of mandate"