



## "PHONOGRAM" 2 MANDATE

(operations involving voluntary collective management)

The COMPANY \_\_\_\_\_

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

Represented by \_\_\_\_\_

*(name, forename, precise duties)*

### hereby declares that it appoints as his 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 (92527) - 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 14 June 1999, 24 June 2010 and 23 June 2011. The delegation of the mandate in accordance with this standard mandate is a necessary condition for membership of the Company (category 2 mandate).

The principal gives the agent the power to :

1. Conclude general contracts of common interest or specific contracts of a maximum duration of three years with users of phonograms in order to improve the distribution thereof and deliver, pending this conclusion of general agreements, special authorisations to facilitate access to phonograms by users through simple and economic authorisation and remuneration procedures.

General or special contracts will be concluded by the company with users of phonograms produced by the shareholders of the company or by producers who have given them a license or mandate, in order to authorise them, within the limits and conditions that will be fixed and for payment of remuneration to the company:

A - to reproduce totally or partially, directly or indirectly, phonograms. However, the following are 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 phonograms for private use, by sale, exchange, renting or by interactive transmission.
- b) 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.
- c) Reproductions intended to dub an audio or audiovisual advertising message, such as an advertising film or sponsorship "billboards" (sponsor's specific presentation sequence). As an exception, program trailers, self-promotion or graphic presentation of the broadcaster's channel are not affected by this exclusion.

**B** - to communicate to the public all or part of a phonogram or its authorised reproduction, except for the communications to the public referred to in Article L.214-1 of the Intellectual Property Code,

- either directly in a show, including as part of a live DJ show taking place in a discotheque or any other public place,
- or indirectly, i.e. through a cable or signal transmissions to a satellite, whether the public is reached directly or through an audiovisual communication company.

In the event of a request from a new user and pending the conclusion of a general common interest contract under the terms of this mandate, the principal may directly agree with him 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.

**2.** 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 contracts concluded by the Company, by similar foreign organisations that it has mandated to do so.

**3.** 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 his share :

- declare each recording composing 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 performers certain shares of the remuneration accruing to the producer of the phonogram will be paid.

**4.** 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.

**5.** Certify or have certified any violations of their rights, plead and settle for the defence and the respect of their rights, for which SCPP has statutory responsibility.

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"*