



## **RIGHTS OWNER INTERNATIONAL MANDATE**

1. The undersigned sound recording copyright owner ("Rights Owner") hereby designates SoundExchange as its agent, throughout the world (except as otherwise noted by Rights Owner on Appendix 1 attached hereto) and for the term of the Agreement to collect and distribute to Rights Owner royalties and/or remuneration for all exploitations of sound recordings, for which Rights Owner holds the right to collect and which are payable to Rights Owner, by broadcast, public performance, or other communication to the public ("Non-U.S. Royalties").
2. Except with respect to the territories noted by Rights Owner on Appendix 1 attached hereto, Rights Owner grants SoundExchange the right to license, outside the U.S.: (i) the public performance or communication of sound recordings owned (or controlled) by Rights Owner; and (ii) the reproduction of sound recordings owned (or controlled) by Rights Owner solely for the purposes of facilitating public performances or communications outside the U.S.
3. Rights Owner acknowledges that it is not, nor has it authorized a third party to, engage in the same activity it has authorized SoundExchange to undertake pursuant to paragraph 1 above for the same time period, rights, and territories. To the extent Rights Owner is engaged or has authorized a third party to engage in such activity, Rights Owner acknowledges that this International Mandate ("Mandate") supersedes, cancels, and/or revokes such authorizations as from the Effective Date.
4. Rights Owner acknowledges that Non-U.S. Royalties are typically allocated to Rights Owner by the organization from which SoundExchange receives such royalties. SoundExchange distributes Non-U.S. Royalties according to the applicable law or contract or, in the absence thereof, in such manner and at such times as authorized by the SoundExchange Board.
5. This Mandate shall commence as of the Effective Date and shall be coterminous with the Rights Owner Membership Agreement. This Mandate may be terminated by Rights Owner or SoundExchange with thirty (30) days prior written notice to the other party. Upon termination by Rights Owner, SoundExchange shall cease making claims to collect Rights Owner's Non-U.S. Royalties from foreign collective management organizations ("CMO") for the period beginning after the first distribution by each respective CMO of such Non-U.S. Royalties that follows Rights Owner's termination.
6. Rights Owner shall defend, indemnify and hold harmless SoundExchange and its directors, officers, employees, agents, representatives, successor and assigns, from and against all third-party claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable outside counsel fees ("Claims"), to the extent relating to or resulting from) (i) collections or distributions made by SoundExchange in reliance on any information provided by Rights Owner, or (ii) Rights Owner's breach or alleged breach of any provision of this Mandate.

7. Any dispute between SoundExchange and Rights Owner as to payment of Non-U.S. Royalties shall be treated in accordance with then-current SoundExchange policies and procedures.

8. All communications to SoundExchange by Rights Owner regarding this Mandate shall be in writing and deemed received (a) when delivered in person; (b) upon confirmed delivery by a recognized and reputable overnight delivery services (e.g., FedEx, UPS, DHL); (c) by email to info@soundexchange.com; or (d) five (5) days after being deposited in U.S. mails, postage prepaid, certified or registered mail, addressed to SoundExchange at the following address:

SoundExchange, Inc.  
Account Services  
733 10<sup>th</sup> Street, NW, 10<sup>th</sup> Floor  
Washington, DC 20001  
Facsimile: 202-640-5859

9. This Agreement shall be governed by and construed in accordance with the federal laws of the United States; provided that to the extent not covered by the federal laws of the United States, the law of the District of Columbia shall apply without regard to its conflict of laws principles. For the purposes of construing this Agreement, SoundExchange and Rights Owner shall each be considered the party drafting this Agreement. Should any provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidity shall not invalidate any other provisions of this Agreement and such provisions shall remain in effect.

**10. SUBJECT TO SECTION 7 ABOVE, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE SETTLED IN THE DISTRICT OF COLUMBIA BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION WILL BE LIMITED SOLELY TO THE DISPUTE OR CONTROVERSY BETWEEN RIGHTS OWNER AND SOUNDEXCHANGE. NEITHER RIGHTS OWNER NOR SOUNDEXCHANGE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE INDIVIDUAL (NON-CLASS) NATURE OF THIS DISPUTE PROVISION GOES TO THE ESSENCE OF THE PARTIES' ARBITRATION AGREEMENT, AND IF FOUND UNENFORCEABLE, THIS ENTIRE SECTION 10 SHALL NOT BE ENFORCED.**

11. Rights Owner represents and warrants that Rights Owner has not entered into any other agreements, relationships or commitments to any other person or entity which conflict with this Mandate. Rights Owner further represents and warrants that Rights Owner shall not enter into any agreement, relationship or commitment, whether written or oral, which conflict with this Mandate. For the avoidance of doubt and notwithstanding anything to the contrary set forth herein, this Mandate applies only to situations where royalties are being collected in the context of collective management, and does not in any way prohibit Rights Owner from directly licensing in the territories for which SoundExchange has been authorized hereunder to collect royalties on Rights Owner's behalf.

12. This Mandate constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior and all contemporaneous agreements, understandings, and communications, whether written or oral.

ACCEPTED AND AGREED

Name of Rights Owner (please print): \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Rights Owner or Authorized Representative)

Name of Signatory (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ (“Effective Date”)

**APPENDIX 1 - EXCLUDED TERRITORIES**

Please place a check mark next to the territories where you **DO NOT** want SoundExchange to collect royalties and/or remuneration on your behalf:

For a list of the territories where SoundExchange currently has reciprocal collection agreements, please visit <http://www.soundexchange.com/about/international-partners/>

	Argentina		Finland		Panama
	Armenia		France		Paraguay
	Australia		Germany		Peru
	Austria		Greece		Philippines
	Barbados		Guatemala		Poland
	Belgium		Hong Kong		Portugal
	Bolivia		Hungary		Romania
	Bosnia & Herzegovina		Iceland		Russia
	Brazil		India		Serbia
	Bulgaria		Ireland		Singapore
	Canada		Israel		Slovakia
	Chile		Italy		Slovenia
	China		Jamaica		South Africa
	Colombia		Japan		South Korea
	Costa Rica		Kazakhstan		Spain
	Croatia		Latvia		Sweden
	Cyprus		Lithuania		Switzerland
	Czech Republic		Macedonia		Taiwan
	Denmark		Malaysia		Thailand
	Dominican Republic		Mexico		Turkey
	Ecuador		Netherlands		UK
	El Salvador		New Zealand		Ukraine
	Estonia		Norway		Uruguay
					Venezuela