



SOUNDEXCHANGE RIGHTS OWNER INTERNATIONAL MANDATE

1. The undersigned sound recording copyright owner ("**Rights Owner**") hereby designates SoundExchange as its agent, throughout the world outside the U.S. (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 (including any damages or compensation which may be claimed in place of royalties or remuneration) for all exploitations of sound recordings, for which Rights Owner holds the right to collect and which are payable to Rights Owner, including but not limited to by broadcast, public performance, other communication to the public, or private copying, lending, or rental ("**Non-U.S. Royalties**"). The Rights Owner authorizes SoundExchange to pursue legal action on Rights Owner's behalf for the purpose of collection of Non-U.S. Royalties either in SoundExchange's name, for which purpose Rights Owner assigns to SoundExchange their rights to sue, and/or in the name of Rights Owner for which purpose Rights Owner authorizes SoundExchange to issue and conduct proceedings on Rights Owner's behalf.

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 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 date signed by the Rights Owner or the Rights Owner's authorized representative on file with SoundExchange ("**Signature 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 Signature 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 SoundExchange's affiliates and each of their respective 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 an entity authorized to act on Rights Owner's behalf) to SoundExchange or to any third party, including, without limitation, record labels, Members representatives or agents, SoundExchange's affiliates, CMOs, distributors, or databases containing information on subject matter and uses for which SoundExchange administers royalties or other remuneration; 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 accounts@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.
Customer Services
733 10th Street, NW 10th Floor
Washington, DC 20001

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. Subject to Sections 7 and 10, with respect to any non-arbitrable matter, including but not limited to arbitrability, SoundExchange and Rights Owner hereby irrevocably consent to the exclusive jurisdiction in the United States District Court for the District of Columbia or the District of Columbia Superior Court. 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. IN RESPECT OF ANY SUCH ARBITRATION 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. In order to maintain flexibility in administering this Agreement, SoundExchange may change the terms of this Agreement from time to time in its sole discretion. Such changes shall be effective immediately and Rights Owner shall be deemed to have notice of such changes when they are made available on the SoundExchange web site. Notwithstanding the foregoing, if Rights Owner does not wish to accept any changes, Rights Owner shall have the right to terminate its membership by providing SoundExchange written notice within thirty



(30) days of notice of any changes to this Agreement.

13. Rights Owner authorizes SoundExchange to disclose that Rights Owner has given this Mandate and the territories to which the Mandate applies.

14. If SoundExchange is unable to distribute the Rights Owner's Non-U.S. Royalties (e.g., because the Rights Owner does not provide necessary information or SoundExchange is unable to locate the Rights Owner at the time a distribution is to be made), then SoundExchange may retain the Rights Owner's Non-U.S. Royalties, and solicit such information or make efforts to locate the Rights Owner in accordance with SoundExchange policies, as modified from time to time, for a period of three (3) years, which SoundExchange may extend in its sole discretion, from the date SoundExchange collects such royalties on behalf of Rights Owner. At the end of such period, all right, title and interest to such royalties, shall fully and absolutely vest in SoundExchange, which may use the undistributable royalties to offset costs of the types deductible under the Membership Agreement, and the Performer shall have no further right, title, interest or claim to such royalties. Alternatively, SoundExchange may return Rights Owner's Non-U.S. Royalties to the applicable CMO in accordance with SoundExchange's agreement with such organization.

15. Rights Owner authorizes SoundExchange to deduct from any of SoundExchange's receipts, prior to the distribution of royalties or other remuneration, any costs or fees that have been authorized by the SoundExchange Board, and which are not otherwise provided for or referenced in the Membership Agreement or herein.

16. 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 SOUND RECORDING RIGHTS OWNER: _____

By: _____

(Signature of Rights Owner or Authorized Representative)

Name of Signatory (please print):

Title: _____

Date: _____

(Signature Date)



APPENDIX 1 - EXCLUDED TERRITORIES

SoundExchange collects on your behalf worldwide. If you want to exclude specific territories, then please place a check mark, below, next to the territories where you **DO NOT** want SoundExchange to collect royalties and/or remuneration on your behalf:

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

*Note: Inclusion in the above list does not mean SoundExchange has an active reciprocal agreement in that territory. However, SoundExchange is often adding new reciprocal agreements, which increases our ability to collect international royalties. For a list of the territories where SoundExchange currently has reciprocal collection agreements, please visit <https://www.soundexchange.com/about/international-partners/>