

CONTRACT OF RECIPROCAL REPRESENTATION

(Mechanical Rights)

THE UNDERSIGNED,

.....
represented by

hereinafter referred to as

on the one part,

and

austro mechana
Gesellschaft zur Wahrnehmung mechanisch-musikalischer Urheberrechte GesmbH
Baumannstrasse 10
1030 Vienna
Austria
represented by

hereinafter referred to as "AUME" or "Contracting Society"

on the other part

HAVE AGREED AS FOLLOWS:

Article 1

- 1) By the present contract each of the contracting Societies assigns on a non-exclusive basis the management of the rights hereafter defined to the other for its territory of exploitation.
- 2) The management of the rights comprises recording and mechanical reproduction of works of the other Society's repertoire in the respective territories of exploitation, as well as the putting into circulation ("distribution right"), in whatever form and place, of recordings and physical copies so reproduced. Furthermore, each contracting society assigns to the other the rental and lending right as well as the private copying remuneration. Details are set out in Annexure A.
- 3) The repertoire of the contracting Societies comprises musical works with or without lyrics, in respect of which the holders of the copyrights have entrusted the societies concerned with the management of these rights or will do so throughout the duration of this agreement.

Article 2

Each contracting Society shall notify the other, in writing, of any limitation or reservation existing in the composition of its repertoire and its rights of administration (see Annexure A).

Article 3

- 1) The territory of exploitation of is the following:
- 2) The territory of exploitation of AUME is the following:

AUSTRIA

Article 4

- 1) In all cases where blanket licences are collected, each contracting Society shall determine the share accruing to the works of the other Society's repertoire in accordance with the same rules as those applicable to its own repertoire.
- 2) Where such a blanket licence covering performing and mechanical rights is collected from broadcasting organisations, the collecting Society shall allocate at least one third of this blanket licence to mechanical rights as remuneration for all the recordings made or used by those organisations.

Article 5

The contracting Societies undertake to regularly supply each other directly with the necessary documentation for the carrying out of this contract. Both Societies will use the international tools set up by BIEM / CISAC, such as I.P.I., CIS, WWL/WID, etc.

Article 6

- 1) The distribution of the amounts collected by each of the contracting Societies shall be made to the other Society in accordance with the documentation supplied as laid down in Article 5 above.
- 2) The amounts collected by AUME on 's behalf shall be distributed in the form of individual statements for every right-owner.
- 3) The amounts collected by on AUME's behalf are distributed in the form of individual statements for every right-owner.
- 4) As regards the radio/TV mechanicals the amounts collected by the respective contracting Society shall be distributed on the basis of the phono key in accordance with Article 5.
- 5) Each of the contracting Societies undertakes to complete the distribution for the other Society's repertoire not later than two months after the completion of the same distribution of its own repertoire.
- 6) The amounts due to each Society are payable as soon as the collecting society is aware of the distribution results. Therefore, the collecting Society shall, without delay, transfer the amounts due to the other Society in its national currency.

Article 7

On the gross amount of the collections made in accordance with this contract the Societies shall apply the following rates:

	AUME
Phono	%	%
Audiovisual	%	%
Radio/TV	%	%
Blank tape	%	%
Other uses	%	%

Article 8

Each of the contracting Societies is entitled to check all operations of the other Society which have a bearing on the carrying out of this contract.

Article 9

- 1) This contract shall cover the period from till
- 2) It shall be renewed by tacit consent for a 1-year period unless notice of termination be given by registered letter 3 months before the expiration date of the then current period. Such notice may refer to the total contract or to parts thereof.

Article 10

In case a dispute should arise between the contracting Societies concerning the application of this contract both parties will undertake their best endeavours to settle such conflict by mutual agreement.

Signed in two copies in

....., on

Vienna, on

For and on behalf of

For and on behalf of AUME

.....

.....

ANNEXURE A

..... / AUME

1. The recording and reproduction rights included in the contract are:

Phono / Video

Radio / Television

Rental

Lending

Private Copying

Synchronisation for Television only

Online (inclusive ringtones)

2. The distribution right Phono / Video (putting into circulation) granted by AUME to is limited to the territory of Algeria. The distribution right granted by to AUME is without territorial limits.
3. Synchronisation for Video (hire or sale) and commercial film production is subject to prior authorisation in each case.
4. Concerning online use the right assigned by each contracting society to the other covers the storage / reproduction for interactive and non-interactive streaming without payment and for downloading without payment in the whole world. For streaming against payment and downloading against payment (i.e. any commercial offer, especially audio on demand, video on demand, ringtones) the reproduction right assigned by AUME to covers the territory of, the right assigned by to AUME covers all territories of Europe. Both contracting societies will endeavour to extend its assignment to other territories if necessary.
5. Dramatico-musical works (full length or in large parts – grand rights) are excluded from this contract.
6. Moral rights are reserved, especially any use for advertising purposes and/or any adaption/shortening for ringtones. These rights are subject to prior authorisation of the right-owner.
7. Graphic reproduction is excluded from this contract in any case.