

Phonographic Performance Ltd, Mumbai

Rules & Regulations for Members, w.e.f. Sept 2019

Below pointers supersede the Rules & Regulations, effective Oct 2018, passed in AGM held on 26th Sept 2018.

1. Registration of works:

- i. For the purpose of inclusion in the list of songs (sound recordings) assigned, Member will provide regular and periodic update of new releases in excel format (soft copy). PPL shall not be responsible for financial, legal and other consequences of failure or delay or inaccuracies or omissions or suppressions by member in this respect.
- ii. Upon request by PPL, member will provide inlay/album cover and other art-work materials and B2B documentation, in support of his copyright ownership and control. Any additional queries from PPL in this regard raised shall be promptly replied to by the member, with supporting documentation. Member shall extend full and prompt co-operation in this regard.
- iii. Member shall not include, in the list of assigned songs, works not owned and/or exclusively controlled by him. Member shall not register works on whose title there is on-going dispute or legal notice. Member shall not register a song or album of some other label under a different or disguised name or title. Member may register "cover version recordings" only after full compliance with Sec. 31C of Copyright Act [previously, Sec. 52(1)(j)].
- iv. In the event that the metadata submitted contains songs or albums already registered already by another member in the past, then that metadata will NOT be registered or recognized.
- v. Member is aware and accepts that PPL is registering the songs metadata declared by him on "as is where is" basis and that the actual audio itself is not checked or verified or finger-printed by PPL.
- vi. Since the assignment is exclusive to PPL, member shall not withhold or refrain from registering new releases with PPL.
- vii. In case where the member is having direct access for uploading content onto server of broadcast companies, or their technology platforms etc., he shall not upload (a) content not exclusively belonging to him; (b) content of other music labels; (c) deceptively similar/copy-cat content; (d) content whose rights have expired; (e) contents which are under legal notice or claim or dispute by third-party.

2. Disputes, encumbrances on the title:

- i. Member will promptly inform, within 7 days, of any notice of dispute or claim or legal proceeding challenging the title or ownership of his repertoire.
- ii. Any encumbrance on or dis-possession of his repertoire or catalogue, in part or in full, shall be intimated by member to PPL within 7 days.

Phonographic Performance Ltd, Mumbai
Rules & Regulations for Members, w.e.f. Sept 2019

- iii. In case of counter-claims, whether between members or between a member and a third party, PPL is entitled, at its option, to keep in a separate suspense account the related licence fees and release the same upon: (a) satisfactory mutual resolution of the dispute/counter-claim; (b) order of a Court of law or Copyright Board or other competent authority; (c) legal advice from PPL's lawyer, as the case maybe. The concerned member(s) shall promptly cooperate in the resolution process, including supply of relevant documents; and shall accept the outcome. Members affirm that they shall not raise any claim or dispute on PPL, in respect of alleged, direct or indirect loss or loss of gains / profit attributable to the disputed titles.

3. Unclaimed Royalty:

- i. In case of any member being not contactable, three repeat attempts will be made, in a month, to contact the member via registered and / or available email ids, letter to registered and correspondence address, calls on mobile and / or landline numbers and messages on WhatsApp and / or SMS.
- ii. If no response is received in thirty days after the last attempt, the member will be categorized as a "Defunct" member and treated as a non-member and the sound recordings of such a member will no longer be monetized.
- iii. The royalty accrued for a defunct member will be available for disbursal, in case the member contacts PPL, for the next 3 years only from the date of the member being categorized as Defunct.
- iv. A defunct membership will not be revived and new membership will have to taken to re-join PPL as a member.
- v. Unclaimed license fees / royalties will be parked or set aside for a period of 3 years from the date of date of deposit of unclaimed royalties into a separate account earmarked for this purpose and after three years thereon the said unpaid amount shall be moved to Members Welfare Scheme.

3. Notices and communications:

- i. Change of address, telephone number, email id etc. to be intimated by Member within 7 days.
- ii. Change in legal status or name to be intimated within 7 days, with true copy of supporting documentation/certificate.
- iii. Members may contact PPL only during office working days (Monday – Friday) and business working hours (9:30 AM to 6:30 PM).
- iv. Member may meet the concerned official(s) from PPL only after prior appointment sought via email or phone.

Phonographic Performance Ltd, Mumbai
Rules & Regulations for Members, w.e.f. Sept 2019

- v. Member is aware and accepts that in the event of PPL being called upon by government department or tax authority or regulatory body etc. to divulge information about royalty payment and other known details of the Member, PPL is at liberty to do, without notice to the member.

4. Code of conduct and compliances:

- i. Member shall not be involved, directly or otherwise, in any form of copyright infringement, piracy (physical and online), counter-feiting and or other un-lawful or controversial or questionable activity in relation to intellectual property in sound recordings.
- ii. Member will abide by the Companies Act, Copyright Act, the Articles of Association, and the terms, conditions and provisions of the assignment agreement with PPL; and shall not act contrary thereto.
- iii. Member has no right to directly issue instructions to or seek information from or demand/claim any royalty or any other consideration from any licensee of PPL. Member shall not directly initiate suit or any other legal proceeding against any licensee of PPL.
- iv. Member will extend his co-operation in matters arising out of audit, enquiry, legal proceeding, notice from government or tax authorities, clarification sought by any licensee, etc.
- v. Member shall not, directly or otherwise, disturb the peaceful and efficient functioning and operations of PPL and its Directors and employees.
- vi. During general body meetings (AGM, EGM etc.), Member shall comply with the Companies Act and Rules thereunder and observe proper protocol. Member shall not disturb the smooth conduct of such meetings. 1 member can have only 1 person present in the meeting, i.e. either himself or his proxy.
- vii. A member, acting or speaking against the interest of PPL or its others members so as to adversely affect or derogate the business reputation, transactions /contracts, operations etc. of PPL are liable to be suspended and/or expelled, at the discretion of the Board.

5. No third party rights:

- i. No third party rights are created or contemplated in the arrangement and relationship between the Member and PPL. All third party rights are excluded and no third parties shall have any right to enforce the arrangement against PPL.
- ii. Computation statements, credit notes etc. accompanying payment of royalty consideration to Member from PPL, are private and confidential. Same shall not be relied upon, reproduced, quoted from by any other person for any purpose whatsoever.

Phonographic Performance Ltd, Mumbai
Rules & Regulations for Members, w.e.f. Sept 2019

6. Marketing and promotions:

- i. It is the sole responsibility of member to market, promote, advertise, or service his repertoire. PPL has no duty or responsibility in this regard. PPL does not receive, or give or otherwise deal with physical CDs, DVDs, audio cassettes, MP3 CDs, etc.

7. Miscellaneous:

- i. Membership is not transferable.
- ii. Member is solely responsible and liable for consequences arising from failure or delay or error in complying with above rules and regulations.
- iii. In the event of breach or violation of any one or more of these rules and regulations by a member, PPL may, at its sole discretion, suspend the membership and further may terminate the membership. However, such suspension or termination shall be without prejudice to the right of member to receive past-period royalties, net of adjustments/claims/dues. Decision of PPL's management or Board shall be full and final in this regard.
- iv. PPL reserves the right to add to or modify or amend these Regulations, at its discretion, as approved by its Board of Directors.

Membership Department

Phonographic Performance Limited (PPL)

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Veera Estate, Off New Link Road,
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