

DEED OF ASSIGNMENT OF RIGHT TO ROYALTIES (Performers)

BY THIS DEED OF ASSIGNMENT made the day of 20

between:

(herein referred to as the ASSIGNOR)

and

the SOUTHERN AFRICAN MUSIC RIGHTS ORGANISATION LIMITED
(Limited by Guarantee)

with its registered office at SAMRO House,
73 Juta Street, Braamfontein, Johannesburg.

(hereinafter referred to as the Organisation)

1 INTRODUCTION

- 1.1 The Assignor is entitled to a right to a royalty in respect of the broadcasting, transmission in a diffusion service and communication to the public of a sound recording or sound recordings ("public playing rights" or "needle-time rights") incorporating a performance or performances of musical works performed by the Assignor.
- 1.2 The Organisation intends administering needle time rights as a collecting society established in terms of the Copyright Act, 1978, representing performers and owners of sound recordings, and acting on their behalf in the collection and distribution of royalties arising from needle-time rights.
- 1.3 The Assignor agrees to authorise the Organisation by way of assignment of its right to royalty to collect monies due to the Assignor by virtue of the said right.

2 DEFINITIONS:

In this deed the words and expressions following hereunder shall have the meanings respectively assigned to them, unless the context otherwise dictates:

- 2.1 **Accreditation** means accreditation as a collecting society for needle-time rights in terms of the Regulations.
- 2.2 **Diffusion service** means a telecommunication service of transmissions consisting of sounds, images, signs or signals, which takes place over wires or other paths provided by material substance and is intended for reception by specific members of the public.
- 2.3 **Sound Recording** means any fixation or storage of sounds, or data or signals representing sounds, capable of being reproduced, but does not include a soundtrack associated with a cinematograph film.
- 2.4 The **Regulations** mean the Regulations on the Establishment of Collecting Societies in the Music Industry published on 1 June 2006 (Notice No.517, GG No.28894).
- 2.5 **Right to a royalty** means the right of a performer, whose performance of a musical work is incorporated in a sound recording, or its successor in title to share in a royalty payable by virtue of the provisions of section 9(A) of the Copyright Act 1978, and / or Section 5 of the Performers' Protection Act, 1967 by the users of the sound recording for broadcasting, transmission in a diffusion service or communication to the public thereof.

2.6 **Usage of sound recording means** the broadcasting, transmission in a diffusion service and/or the communication to the public thereof.

3 **ASSIGNMENT:**

3.1 The Assignor hereby assigns, transfers and makes over to the Organisation the Assignor's needle-time rights or any part or interest therein (hereinafter referred to as the assigned right) which is now vested or will become vested in the Assignor during the continuance of the Assignor's membership of the Organisation.

3.2 Notwithstanding the date of this instrument, the assignment, transfer and making over of the right to a royalty to the Organisation in terms hereof shall come into full force and effect only on the date of the Assignor's election to the membership of the Organisation in accordance with the provisions of its Memorandum and Articles of Association for the time being in force.

3.3 It is understood that the Organisation shall hold the assigned right for the purpose of empowering itself to exclusively exercise and enforce the same in its own name on the behalf of and for the benefit of the Assignor during the residue of the term for which the assigned right shall subsist, or during such time as the assigned right remain vested in or controlled by the Organisation in accordance with the provisions of its Memorandum and Articles of Association for the time being in force; provided that the assignment shall, in accordance with the Regulations, initially subsist for the Organisation's current term of accreditation or the remainder thereof, and be automatically renewed for further periods of five years when the Organisation's accreditation is each time renewed.

3.4 Subject to the provisions of clause 3.3 hereof, the assignment mentioned herein shall only come into effect upon the date of the Organisation's accreditation as a collecting society.

4 **PAYMENT OF ROYALTIES:**

Subject to the provisions of clause 3.2 hereof, the Organisation will from time to time pay to the Assignor, on election to membership, such sums of money out of the monies collected by the Organisation in respect of the share of the royalties payable to copyright holders of sound recordings by virtue of the usage of sound recordings incorporating performances of musical works by performers who are entitled thereto in terms of Section 9 A (2) of the Copyright Act of 1978, as the Assignor shall be entitled to receive in accordance with the Rules of the Organisation for the time being in force and only in respect of performances Incorporated in recordings of which the Organisation shall have been notified by the Assignor.

5 **WARRANTY:**

The Assignor hereby warrants that, at the date of this deed of assignment, the Assignor is the owner of the assigned right free from any encumbrance, and that the Assignor has not assigned, ceded, transferred or made over the assigned right to any other party, and has full power to assign, transfer and make over the same to the Organisation.

6 **INDEMNITY:**

The Assignor hereby undertakes to keep the Organisation harmless and indemnified against all judgments, liability, damages, penalties, losses and expense (including legal fees) which the Organisation may suffer or incur in respect of any claims made upon or against it in respect of its exercise of the assigned right transferred or purported to be transferred in terms hereof.

7 **UNDERTAKING:**

The Assignor further undertakes, so long as the Assignor shall remain a member of the Organisation, to do, execute and make all such acts, deeds, powers of attorney, assignments and assurances for the better or more satisfactory assigning or assuring to or vesting in the Organisation or enabling the Organisation to enforce the assigned right or any part thereof, as the Organisation may from time to time reasonably require.

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Signed by or on the behalf of the Assignor

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Signed for and on the behalf of the Organisation