

**Annexure to Scheme of Arrangement  
Copyright Agency Membership Terms and Conditions**

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**1 Grant of licence**

- 1.1 Where the Nominated Licence Schemes include a Copyright Agency Licence Scheme, you grant Copyright Agency the non-exclusive right to sublicense third parties (including foreign and Australian collecting societies) to Reproduce, Publish and Communicate Copyright Material under that Copyright Agency Licence Scheme.
- 1.2 The licence referred to in clause 1.1 is a worldwide licence.
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**2 Appointment as agent and RCTI authority**

- 2.1 You appoint Copyright Agency as your non-exclusive agent in all matters relevant to the use of the Copyright Material under the Nominated Licence Schemes.
- 2.2 You authorise Copyright Agency to issue Recipient Created Tax Invoices (RCTI) and Adjustment Notes for Taxable Supplies made by you under the Agreement.
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**3 Administrative costs**

Copyright Agency may deduct its administrative costs (including anticipated costs) and any other amounts authorised by the Constitution from moneys it collects.

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**4 Remuneration**

- 4.1 Subject to clause 4.2, Copyright Agency will notify you of any money allocated to you in accordance with the method of allocation determined by Copyright Agency from time to time.
- 4.2 You acknowledge that the payment of money allocated to you will be subject to requirements reasonably imposed by Copyright Agency from time to time.
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**5 Warranties, indemnities & waiver**

- 5.1 You warrant that:
- (a) You are eligible under the Constitution to be admitted as a member of Copyright Agency;
  - (b) You can grant the rights granted by the Agreement and those rights do not infringe the copyright or other proprietary right of any other person;
  - (c) Where you are not the sole owner of copyright in the Copyright Material, you have obtained the necessary consents to enter into the Agreement; and
  - (d) Where you have notified Copyright Agency of payment splits for the Copyright Material, the information supplied is correct.
- 5.2 You undertake to notify Copyright Agency of any changes in the control of the Copyright Material including reversions of rights and, where you have notified Copyright Agency of any payment splits, including any changes to those payment splits.
- 5.3 You indemnify Copyright Agency against any liability incurred by Copyright Agency arising out of:
- (a) a breach by you of the Agreement; or

- (b) an infringement of copyright or other proprietary right in the licensing of the rights granted by the Agreement.

5.4 The warranties and indemnities given in this clause 5 extend for the benefit of the Licensees.

5.5 You waive any claim of copyright infringement you may have against a Licensee in relation to any act or omission done under a licence granted under the Nominated Licence Schemes.

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## 6 Term and termination

6.1 This Agreement starts on the date you are admitted to membership of Copyright Agency and ends when the membership terminates in accordance with the Constitution.

6.2 Subject to the Corporations Act 2001, Copyright Agency may at any time terminate your membership of Copyright Agency if you cease to be eligible for membership under the Constitution.

6.3 If:

- (a) the Agreement is terminated, or
- (b) you seek to withdraw Copyright Material from a Copyright Agency Licence Scheme, Copyright Agency may, except as otherwise provided in the Constitution, continue to license the rights granted by you for a further three years.

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## 7 Constitution

You acknowledge that, on admission as a member of Copyright Agency, you will be an Artist Member of Copyright Agency and subject to the terms of the Constitution.

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## 8 Glossary of terms

**Act** means the Copyright Act 1968;

**Adjustment Note, Recipient Created Tax Invoice** and **Taxable Supply** have the same meaning as in the A New Tax System Act 1999 legislation;

**Agreement** means the agreement between you and Copyright Agency formed by your admission as a member of Copyright Agency on the terms set out in this application;

**Artistic Work** has the same meaning as in the Act;

**Copyright Agency** means Copyright Agency Ltd ABN 53 001 228 799;

**Copyright Agency Licence Schemes** means the schemes administered by Copyright Agency from time to time where a specified category of user is licensed by Copyright Agency to Reproduce, Publish or Communicate Works;

**Communicate** has the same meaning as in the Act;

**Constitution** means the Copyright Agency constitution;

**Copyright Material** means the Works in which you own, control or represent copyright from time to time;

**Licensee** means any person licensed or authorised by Copyright Agency to Reproduce or Communicate Works;

**Nominated Licence Schemes** means the Statutory Licence Schemes, any other Copyright Agency Licence Schemes in which you elect to participate from time to time and, if you are a former member of Viscopy Limited, the voluntary licence scheme previously administered by Viscopy Limited in respect of Artistic Works;

**Reproduce** has the same meaning as in the Act;

**Statutory Licence Schemes** means the schemes in the Act under which bodies may Reproduce and Communicate Works; and

**Work** has the same meaning as in the Act.

Unless otherwise stated in this application, words and phrases in this application have the same meaning as in the Act and the Constitution. The Agreement is subject to the Constitution and the terms of the Constitution prevail over the Agreement to the extent of any inconsistency. In this application, the singular includes the plural. The Agreement binds the parties and their respective successors and assignees. The Agreement is governed by the laws of New South Wales.