

**EXTENSION OF AUTHORISATION TO SAMPRA TO ENFORCE RIGHTS IN SOUND RECORDINGS UNDER
THE COPYRIGHT ACT, 1978**

MEMBER'S FULL NAME

(Please state whether Registered Company, Close Corporation, Partnership or Sole Proprietorship)

Member's Trading Name (if different to Member's Full Name)

Member's physical address: _____

Member's e-mail address: _____

(Member's authorized representative (please insert the full name of the individual nominated as the representative of the Member and authorized to sign this document on behalf of the Member)

Capacity of the authorized representative: (e.g. Director of the Company, Member of the Close Corporation, Partner or Sole Proprietor)

RIGHTS EXTENDED TO SAMPRA

"Dubbing Right" shall mean the exclusive right under Section 9(a) of the Copyright Act, 1978, to copy or to authorise the copying of a Sound Recording within the Republic of South Africa, if such copying is intended for the purpose of the use of the Performance Rights in music sound recordings under any of Section (c), (d) and (e) of the Copyright Act, 1978.

"Performance Rights" means the exclusive rights under Sections 9(c), (d) and (e) of the Copyright Act, 1978 to broadcast, diffuse and communicate to the public sound recordings in the Republic of South Africa, for the administration of which rights on behalf of copyright owners SAMPRA has been accredited as a collecting society in terms of the Collecting Society Regulations.

MANDATE

The mandate hereby granted to SAMPRA shall be for the purpose of:

1. Issuing licences for the Performance Rights, receiving payment of royalties for such rights, distributing such payments among copyright owners and initiating legal actions to recover such payments if necessary whether in terms of such licences or by reason of any unlicensed usage by any party of any such rights.
2. Issuing licences for the Dubbing Right, receiving payment of royalties for such rights, distributing such payments among copyright owners and initiating legal actions to recover such payments if necessary whether in terms of such licences or by reason of any unlicensed usage by any party of any such rights.

AUTHORISATION, SPECIAL POWER OF ATTORNEY AND CESSION OF RIGHTS

SAMPRA is hereby authorised to:

1. Issue licences, collect royalties and enforce rights on behalf of the Member for music supply systems incorporating both the Dubbing Right and Performance Rights in sound recordings which now exist or may come into existence for as long as the Member's membership of SAMPRA may exist.
2. Institute legal action on behalf of the Member in respect of any infringements of the Performance Rights or the Dubbing Right in any such Sound Recording insofar as the same are rights are now or subsequently vested in the Member, and the administration of which rights has been entrusted to SAMPRA for purposes set out above.
3. To prescribe and approve the minimum requirements in respect of encryption and other security measures, as may be applicable to the music supply service and, in its discretion, to inspect any such potential or existing licensee's encryption and other security measures, before issuing a licence to such user or before taking step to terminate any such licence.
4. To settle or compromise any claims, which the Member may have against such third parties, to set or agree the quantum of monetary payments to be made in terms of such settlement or compromise; and to enter into agreements on the Member's behalf in respect of such settlements as the Member's nominee or delegate.
5. To give undertakings as to costs, or to make security payments in respect of proceedings before any court of law and/or administrative authority, provided such undertaking or security is required and the Member has given prior approval in respect of such costs or security payments.
6. To do in connection with civil proceedings any of the following:
 - 6.1. Appoint counsel to act on SAMPRA's behalf;
 - 6.2. Negotiate a settlement or submit the dispute to alternative forms of dispute resolution;
 - 6.3. Amend pleadings or other documents;
 - 6.4. Obtain stipulations or admissions of fact and of documents to avoid unnecessary difficulty in proving infringements;
 - 6.5. Agree to shortened forms of proceedings and implement any other measures, such as exceptions, which will have the effect of shortening or curtailing proceedings;
 - 6.6. Lodge and/or prosecute appeals to their final determination against any decision or to oppose any such appeal brought against any decision by a third party;
 - 6.7. Generally to take such actions and steps as may be necessary or expedient to effect a prompt and reasonable conclusion of the proceedings.
7. To receive payment of damages and other sums due and owing to the Member arising out of claims and receive and issue receipts for such sums, monies or other valuable consideration

flowing from the resolution of such claims.

8. Generally, to exercise all such powers and rights as may be necessary or expedient in order to protect and enforce the Member's intellectual property rights, subject to the limitations specifically imposed above.
9. If at any time a court of law rules that SAMPRA does not have the capacity to act as the Member's lawful agent in regard to the enforcement of any rights, this Power of Attorney will, relative to such power to enforce such rights, terminate with immediate effect, and the Member will be entitled in its own discretion to proceed with the aforesaid proceedings in its own capacity.

THE MEMBER hereby:

1. Cedes, transfers and makes over to SAMPRA (as cessionary) its rights of legal action in respect of any accrued claims against any third parties arising out of any infringements of its Dubbing Right and/or Performance Rights as identified above;
2. Cedes, transfers and makes over to SAMPRA (cessionary) its rights of legal action in respect of any future claims against any third parties arising out of any infringements of its Dubbing Right and/or Performance Rights as identified above.
3. Undertakes to make available to SAMPRA the originals of all and any documents of any nature whatsoever in terms of which the Member acquired its Dubbing Right and/or Performance Rights in respect of any recording, whether as copyright owner or as a licensee or sub-licensee.
4. Undertakes to provide all and any such assistance as might reasonably be requested by SAMPRA at any time for the purposes of enabling SAMPRA to exercise the rights of legal action in respect of any recording that have been ceded, transferred and made over to SAMPRA in terms of paragraphs 1 or 2 immediately above.
5. Undertakes to cooperate fully with SAMPRA in all respects in regard to the preparation and presentation of any evidence that might be required to be led in any court action or arbitration hearing relating to the enforcement of any rights of legal action that have been ceded, transferred or made over to SAMPRA in terms of paragraphs 1 and 2 immediately above.

THE EXCLUSIVE NATURE AND TERM OF THIS MANDATE

The mandate and the cession of rights of action granted in this document shall be exclusive to SAMPRA and may only be withdrawn on the giving to SAMPRA in writing signed by the member's authorised representative of 12 clear calendar months notice, provided that any such notice of withdrawal shall not in any way affect any cession of rights of action that have been acted upon by SAMPRA prior to the receipt of such notice or that SAMPRA shall, in its discretion, elect to exercise during such notice period.

Signed by the Member's authorised representative as identified on page 1 of this document

on the ___ day of _____ 20__

Acknowledgement of the Extension of Authorisation and acceptance of the cession of rights of action by SAMPRA

The authorisation, mandate, cessions and undertakings contained in this document are hereby accepted by SAMPRA on the __ day of _____ 20 __

Signature of SAMPRA authorised representative _____

Represented by (insert full name)

Capacity on behalf of SAMPRA:
