

SOPROQ

The Quebec Collective Society for the Rights
of Makers of Sound and Video Recordings

GENERAL RULES

**ADOPTED AT THE MEETING OF THE
BOARD OF DIRECTORS OF SOPROQ
HELD ON SEPTEMBER 28, 2005**

The Quebec Collective Society for the Rights of Makers of Sound and Video Recordings (SOPROQ)

RULES

1. SCOPE OF THE RULES

- 1.1. The present Rules form an integral part of any Agreement respecting the “assignment and licensing of sound recordings and videograms” in force at the time between the Quebec Collective Society for the Rights of Makers of Sound and Video Recordings (“SOPROQ”) and any party that signs the membership agreement (a “**Member**”), as well as, where appropriate, any other agreement between a Member and SOPROQ whose object is all or part of the rights covered by the “assignment and licensing of sound recordings and videograms” (the “**Membership Agreement**”).
- 1.2. In the event of a conflict or inconsistency between the provisions of the present Rules and the provisions of the Membership Agreement, the provisions of the present Rules shall prevail to the full extent of such conflict or such inconsistency.

2. DEFINITIONS

When used in the present Rules, unless the context dictates otherwise, the following terms shall have the meanings indicated below:

- 2.1. “**Foreign collection agreement**” means any agreement between a Member and a foreign company that is legally entitled to collect any sum payable in respect of the right to equitable remuneration and the right to remuneration for private copying from any foreign user in any non-represented territory covered by such agreement, authorizing said foreign entity, by licence or appointment, to collect such sums from any such foreign user in respect of any sound recording covered and, as the case may be, any videogram covered by such agreement.
- 2.2. “**Decision**” means, with regard to a given dispute, either a final decision not subject to appeal rendered by a tribunal that has jurisdiction over the dispute in a recourse to or in which all Members concerned by the dispute are a party or are impleaded, or a final ruling not subject to appeal rendered by an arbitrator or an arbitration tribunal to which all Members concerned by the dispute are subject, which decision or which ruling establishes the respective rights of said Members to remuneration—or their respective share thereof—in respect of any covered sound recording or any covered videogram that is the subject of the dispute.
- 2.3. “**Prescribed declaration**” means, as the case may be, the Declaration of Sound Recording form (1 and 2) or the Declaration of videogram form (3), a copy of which is appended hereto in Schedules A and B, as said forms may from time to time be amended by SOPROQ, including any electronic, tangible or on-line version of such form that SOPROQ may from time to time make available, as long as a paper version thereof, duly completed and signed, is sent to SOPROQ within thirty (30) days of the sending, by the Member to SOPROQ, of the electronic version of such form.
- 2.4. “**Declaration of exclusion**” means a written declaration (a copy of which is appended hereto in Schedule C) that contains any information prescribed by SOPROQ and that is made in the manner prescribed by SOPROQ for the purposes of the application of paragraphs 10.1 and 10.2 hereof to a given covered sound recording or a given covered videogram.
- 2.5. “**Deficit**” means, at the date concerned, the deficit appearing in the last audited financial statements of SOPROQ.

- 2.6. **“Dispute”** means any conflicting information arising out of any prescribed declaration provided by one or more Members in respect of any covered sound recording or any covered videogram, or any conflict or disagreement between one or more Members concerning their respective right to remuneration—or their respective part thereof—payable in respect of any covered sound recording or any covered videogram.
- 2.7. **“Right”** has the meaning given to it in the Membership Agreement.
- 2.8. **“Covered right”** means any right assigned, granted or otherwise given to SOPROQ under the terms of the Membership Agreement.
- 2.9. **“Foreign right to equitable remuneration”** means any right conferred by the law of the foreign territory concerned to the producer of a published sound recording to receive equitable remuneration for the public performance or the communication to the public by telecommunication of said published sound recording.
- 2.10. **“Foreign right to remuneration for private copying”** means any right conferred by the law of the foreign territory concerned to the producer of a sound recording and, as the case may be, a videogram, to receive remuneration for private copying of said sound recording and, as the case may be, said videogram.
- 2.11. **“Sound recording”** has the meaning given to it in the Membership Agreement.
- 2.12. **“Covered sound recording”** means any sound recording in respect of which all or part of the rights are assigned, granted or otherwise given to SOPROQ under the terms of the Membership Agreement.
- 2.13. **“Use”** means, in respect of a covered sound recording or a covered videogram, any act covered by a covered right.
- 2.14. **“HFE”** (human and financial efforts) means, with regard to remuneration in respect of a given right, the portion, established by SOPROQ, of the operating expenses incurred by SOPROQ for the purposes of collecting, administering, distributing, defending, protecting, implementing, exercising or otherwise dealing with said right.
- 2.15. **“Security fund”** means, at the date concerned, a sum equal to ten per cent (10%) of the operating expenses of SOPROQ at said date.
- 2.16. **“Operating expenses”** means, at the date concerned, the cumulative total of expenses incurred by SOPROQ for the purposes of operating SOPROQ, excluding depreciation of capital assets but including investments in capital assets, as said expenses appear in all of the audited financial statements of SOPROQ prior to said date, minus any investment income and expert advice fees generated by operating income not accounted for as operating expenses in such audited financial statements.
- 2.17. **“Foreign licence”** means any agreement between a Member and a foreign licensee under which said foreign licensee is authorized to use one or more covered sound recordings or covered videogram in a foreign territory, provided (i) that said agreement grants exploitation rights in respect of such covered sound recordings or covered videograms in addition to the right to receive remunerations payable in respect of the right to equitable remuneration or the right to remuneration for private copying in said foreign territory, and (ii) that the foreign territory covered by said agreement includes, at a minimum, the country of the head office or the principal place of business of said foreign licensee or, if the latter is a natural person, the place of residence of said foreign licensee.

- 2.18. **“Foreign licensee”** means any legal person whose head office or principal place of business is situated in a foreign territory, or any natural person whose place of residence is situated in a foreign territory.
- 2.19. **“Remuneration”** means the remuneration payable to a Member by SOPROQ in return for the exercise of a covered right under the Membership Agreement.
- 2.20. **“Distribution”** means any payment, by SOPROQ to its Members, of any remuneration in respect of a given covered right.
- 2.21. **“Deduction”** means the portion of any remuneration that SOPROQ is required to deduct pursuant to any treaty, law, regulation or decision, of a tax or other nature, to which SOPROQ is subject.
- 2.22. **“Operating income”** means, at the date concerned, the cumulative total of the income actually received by SOPROQ from the exercise of rights, as said income appears in all of the audited financial statements of SOPROQ prior to said date.
- 2.23. **“Foreign company”** means, with regard to a given foreign territory, any collective or collecting body that is legally authorized to collect any sum payable in respect of broadcast or incidental reproduction rights, the right to equitable remuneration or the right to remuneration for private copying in said foreign territory.
- 2.24. **“Foreign territory”** means any country except Canada.
- 2.25. **“Non-represented territory”** means any foreign territory in which SOPROQ does not collect, at the time concerned, either directly or through a foreign company with which it has entered into an agreement for such purpose, sums payable in respect of the right to equitable remuneration or the right to remuneration for private copying in said foreign territory.
- 2.26. **“Transaction”** means, with regard to a given dispute, any written transaction signed by all the Members concerned by said dispute, in which said Members come to a final arrangement concerning their respective right to remuneration—or their respective share thereof—in respect of any covered sound recording or any covered videogram that is the subject of said dispute.
- 2.27. **“Foreign user”** means, with regard to a given foreign territory, any person legally required to pay any sum payable in respect of the right to equitable remuneration or the right to remuneration for private copying in said foreign territory.
- 2.28. **“Tax”** means any tax or other sum that SOPROQ is required to pay to a Member, in addition to the remuneration otherwise payable to the Member, pursuant to any treaty, law, regulation or decision, of a tax or other nature, to which SOPROQ is subject.
- 2.29. **“Videogram”** has the meaning given to it in the Membership Agreement.
- 2.30. **“Covered Videogram”** means any videogram in respect of which all or part of the rights are assigned, granted or otherwise given to SOPROQ under the Membership Agreement.

3. MINIMUM INVENTORY

- 3.1. SOPROQ may resiliate or resolve any Membership Agreement entered into between SOPROQ and a Member, provided that the rights assigned, granted or otherwise given by said Member to SOPROQ concern less than
 - 3.1.1. one hundred per cent (100%) of the rights in respect of at least one (1) videogram, or
 - 3.1.2. one hundred per cent (100%) of the rights in respect of at least ten (10) sound recordings.
- 3.2. For the purposes of paragraph 3.1.1, a Member is deemed to have assigned, granted or otherwise given to SOPROQ at least one hundred per cent (100%) of the rights in respect of at least one (1) videogram provided that said assignment, granting or other giving concerns undivided shares of rights equivalent to at least one hundred per cent (100%) of the rights in respect of at least one (1) videogram.
- 3.3. For the purposes of paragraph 3.1.2, a Member is deemed to have assigned, granted or otherwise given to SOPROQ at least one hundred per cent (100%) of the rights in respect of at least ten (10) sound recordings provided that said assignment, granting or other giving concerns undivided shares of rights equivalent to at least one hundred per cent (100%) of the rights in respect of at least ten (10) sound recordings.
- 3.4. For greater certainty, the conditions mentioned in the preceding paragraphs must be satisfied throughout the entire duration of the Membership Agreement.

4. MANAGEMENT FEE

- 4.1. SOPROQ shall deduct as a management fee from any remuneration in respect of a given right, at the time of any distribution of such remuneration, a percentage of said remuneration calculated as follows:

$$\left(\text{Operating expenses} \times \frac{\text{HFE for the right concerned}}{\text{HFE for all rights}} \right) + \text{Security fund} + \left(\text{Deficit} \times \frac{\text{HFE for the right concerned}}{\text{HFE for all rights}} \right)$$

- 4.2. Notwithstanding paragraph 4.1 in order to allow SOPROQ to maintain a balanced budget, to insure its financial stability and its development, the management fees deducted by SOPROQ on all remuneration relative to a given right which is distributed during any fiscal year post factum April 1st 2005 cannot represent a variation of more than fifteen percent (15%) of the management fees deducted by SOPROQ on remuneration relative to such right distributed during the course of the preceding fiscal year. In all cases, the applicable fee may not be less than 10%.
- 4.3. Notwithstanding paragraphs 4.1 and 4.2, SOPROQ's board of directors may with regards to any given right, deduct management fees which are less than those established according to paragraphs 4.1 and 4.2.

However, when, in application of the preceding subsection, SOPROQ's board of directors establishes with regards to a given right for a given fiscal year, management fees which are less than those which should have been otherwise applicable according to paragraphs 4.1 and 4.2, the calculation of the maximum variation of the applicable management fees for such right for the subsequent fiscal year made in accordance with paragraph 4.2 must not make allowance for the reduction in management fees established by SOPROQ's board of directors for such right in such fiscal year.

5. DEDUCTIONS

SOPROQ shall make any deduction applicable to any remuneration payable to a Member and, as the case may be, dispose of any such deduction in accordance with any treaty, law, regulation or decision, of a tax or other nature, applicable to such deduction.

6. TAXES

SOPROQ shall pay to a Member, in addition to remuneration, any tax applicable to such remuneration.

7. MINIMUM REMUNERATION

At the time of a given distribution, SOPROQ shall incur no obligation to pay any remuneration to a Member in respect of any use of the covered sound recordings and covered videogram of said Member, nor to report any such use to said Member, provided that the total amount payable by SOPROQ to the Member at the time of said distribution, after deductions and before taxes, is equal to or less than twenty dollars (\$20).

8. PAYMENT CONDITIONS

- 8.1. SOPROQ shall incur no obligation to pay any remuneration to a Member in respect of any use of a given covered sound recording or covered videogram insofar as SOPROQ has not received from the Member a copy, duly completed and signed by a duly authorized representative of said Member, of the form prescribed for said covered sound recording or for said covered videogram at least ninety (90) days prior to the date of such use.
- 8.2. For greater certainty, SOPROQ shall not be liable for any losses or damages incurred by a Member or by any third party resulting from the Member's failure to comply with the provisions of the present article.

9. DISSOLUTION OF A MEMBER

Insofar as a Member is a legal person, SOPROQ may suspend the payment of any remuneration payable to said Member in respect of any covered sound recording and any covered videogram from the time of the dissolution of said legal person.

10. DIRECT COLLECTION BY FOREIGN COMPANIES OR FOREIGN LICENSEES

- 10.1. SOPROQ authorizes any Member who has complied with the conditions mentioned in paragraph 10.3 hereof to enter into any collection agreement with any foreign company authorizing said foreign company
 - 10.1.1. to collect any sum payable in respect of the right to equitable remuneration on any covered sound recording in any foreign territory in which SOPROQ does not manage such right at the time concerned, either directly or through a foreign company with which SOPROQ has entered into an agreement for such purpose, and
 - 10.1.2. to collect any sum payable in respect of the right to remuneration for private copying on any covered sound recording and, as the case may be, any covered videogram in any foreign territory in which SOPROQ does not manage such right at the time concerned, either directly or through a foreign company with which SOPROQ has entered into an agreement for such purpose.

- 10.2. SOPROQ authorizes any Member who has complied with the conditions mentioned in paragraph 10.3 hereof to grant to any foreign licensee, by way of licence or appointment as its agent, for the duration of the foreign licence between the Member and said foreign licensee and in any foreign territory covered by said foreign licence, the right
 - 10.2.1. to collect, directly or through any foreign company that the foreign licensee has licensed or appointed for such purpose, any sum payable in respect of the right to equitable remuneration on any covered sound recording from any foreign user in any foreign territory covered by said foreign licence, and
 - 10.2.2. to collect, directly or through any foreign company that the foreign licensee has licensed or appointed for such purpose, any sum payable in respect of the right to remuneration for private copying on any covered sound recording and, as the case may be, on any covered videogram, from any foreign user in any foreign territory covered by said foreign licence.
- 10.3. The authorization given to a Member pursuant to paragraphs 10.1 and 10.2 hereof has effect with regard to a covered sound recording or a covered videogram for which the Member intends to exercise such authorization only on the condition that the Member sends to SOPROQ the prescribed declaration and the declaration of exclusion for such covered sound recording or such covered videogram.
- 10.4. The authorization given to a Member pursuant to paragraphs 10.1 and 10.2 hereof shall not take effect, with regard to a covered sound recording or a covered videogram for which the Member intends to exercise such authorization, until ninety (90) days following the date of receipt, by SOPROQ, of the declaration of exclusion (a copy of which is attached in Schedule C) for such covered sound recording or such covered videogram, according to the later of the two dates.
- 10.5. Nothing in the present Rules obliges SOPROQ to reimburse to any foreign company to which SOPROQ has sent the information contained in a given declaration of exclusion within the ninety (90) day period provided for in the preceding paragraph any sums that SOPROQ may receive from said foreign company in respect of the right to equitable remuneration or the right to remuneration for private copying prior or subsequent to the sending of said information to said foreign company. SOPROQ may terminate, in whole or in part, any authorization granted under paragraphs 10.1 and 10.2 hereof:
 - 10.5.1. in respect of any right to equitable remuneration or any right to remuneration for private copying which is covered by any given foreign licence and which ceases to be so covered by said foreign licence;
 - 10.5.2. in respect of any videogram and any sound recording which is covered by any given foreign licence and which ceases to be so covered by said foreign licence;
 - 10.5.3. in respect of any foreign territory which is covered by any given foreign licence and which ceases to be so covered by said foreign licence;
 - 10.5.4. in respect of any covered sound recording for which the sums payable in respect of the right to equitable remuneration are collected through a foreign company under a foreign collection contract granted to said foreign company by a Member as authorized in paragraph 10.1 hereof, as soon as SOPROQ begins to collect, directly or through a foreign company with which it has entered into an agreement for such purpose, said sums in said foreign territory;

- 10.5.5. in respect of any covered sound recording and, as the case may be, any covered videogram for which the sums payable in respect of the right to remuneration for private copying are collected through a foreign company under a foreign collection contract granted to said foreign company by a Member as authorized in paragraph 10.1 hereof, as soon as SOPROQ begins to collect, directly or through a foreign company with which it has entered into an agreement for such purpose, said sums in said foreign territory;
 - 10.5.6. if the prescribed declaration or the declaration of exclusion is incomplete or contains inaccurate information, or if some of the information it contains is not updated when it ceases to be accurate;
 - 10.5.7. if, in the opinion of SOPROQ, after informing the Member beforehand in writing and in a reasonably detailed manner, of the reasons behind its decision, and after giving the Member thirty (30) days to explain in writing to SOPROQ why its reasons are not valid, recourse to the authorization provided in paragraph 10.2 hereof has no other purpose than to prevent SOPROQ from collecting sums payable in respect of the right to equitable remuneration and the right to remuneration for private copying in any foreign territory covered by said authorization, or
 - 10.5.8. by amending, replacing or rescinding the present article, to the full extent of and according to the terms and conditions contained in the article so amended or replaced or in any resolution of SOPROQ rescinding the present article.
- 10.6. SOPROQ shall incur no liability towards any Member that exercises any authorization covered in the present article and shall not be required to pay or reimburse any remuneration, compensation, damages or any other sum because of any act performed by SOPROQ pursuant to the present article.
 - 10.7. Any Member that exercises any authorization covered in the present article agrees to indemnify SOPROQ in respect of any claim or lawsuit for any costs and damages and any other expenses incurred because of any act performed by SOPROQ pursuant to the present article, provided it acts in good faith and without negligence.

11. CONFLICTS BETWEEN MEMBERS

- 11.1. In the event that SOPROQ notes the existence of a dispute, or is notified in writing and at least thirty (30) days prior to the date of distribution of the remuneration concerned, of the existence of a dispute, SOPROQ shall inform any Member concerned by said dispute in writing, within a reasonable period following the date on which SOPROQ notes the existence of said dispute or is notified thereof, of the existence and nature of said dispute. SOPROQ shall then be entitled to withhold the payment of any remuneration that is the subject of said dispute until the occurrence of one of the following two events:
 - 11.1.1. Receipt, by SOPROQ, of an original of a transaction entered into between all the Members concerned by the dispute in respect of any sound recording or any videogram that is the subject of the dispute, in which case the remuneration payable for any sound recording or videogram covered by said transaction shall be paid by SOPROQ in accordance with said transaction at the time of the distribution occurring at least thirty (30) days after the date of receipt, by SOPROQ, of an original of said transaction signed by all of the Members concerned by the dispute, or

- 11.1.2. Receipt, by SOPROQ, of a certified true copy of a decision rendered in a judicial or arbitration proceeding to or in which all of the Members concerned by the dispute are a party or are impleaded, in which case the remuneration payable for any sound recording or videogram covered by said decision shall be paid by SOPROQ in accordance with said decision at the time of the distribution occurring at least thirty (30) days after the date of receipt, by SOPROQ, of a certified true copy of said decision.
- 11.2. Unless SOPROQ receives, within six (6) months following the date of distribution of a remuneration whose payment is withheld because of a dispute, a transaction in accordance with paragraph 11.1.1 or a decision in accordance with paragraph 11.1.2, SOPROQ shall then be entitled
- 11.2.1. to withhold payment of the remuneration that is the subject of the dispute until the conditions set forth in paragraph 11.1.1 or 11.1.2 are met,
- 11.2.2. to pay into court, in accordance with the law, any remuneration that is the subject of the dispute, or
- 11.2.3. to pay, in whole or in part, the remuneration that is the subject of the dispute, according to what it believes to be its obligation towards its Members, at the time of any subsequent distribution of royalties.
- 11.3. SOPROQ shall incur no liability towards its Members and shall not be required to pay or reimburse any remuneration, compensation, damages or any other sum because of any act performed by SOPROQ pursuant to the present article, including, for greater certainty, any payment withheld pursuant to paragraph 11.1 or 11.2.1, any payment into court made pursuant paragraph 11.2.2 or any total or partial payment withheld or made pursuant to paragraph 11.1 or 11.2.3 hereof.
- 11.4. Members that are a party to any dispute are jointly and severally required to indemnify SOPROQ in respect of any claim or lawsuit for any costs and damages and any other expenses incurred because of any act performed by SOPROQ pursuant to the present article, provided it acts in good faith and without negligence.

12. TRANSFER OF RIGHTS IN RESPECT OF SOUND RECORDINGS AND Videogram To THIRD PARTIES

- 12.1. A Member may not, for the duration of its Membership Agreement, assign, grant or otherwise give to a third party ("third party beneficiary") any covered right in respect of a covered sound recording or a covered videogram unless said third party beneficiary is a Member of SOPROQ at the time or, if said third party beneficiary is not a Member of SOPROQ at the time, unless said third party beneficiary makes a commitment in writing, directly to SOPROQ, to be bound by all Member obligations towards SOPROQ in respect of any covered right concerning any sound recording and videogram that is so assigned, granted or otherwise given. Any assignment, granting or other giving that is not in compliance with the present paragraph shall be null and void and shall not affect the rights of SOPROQ under the Membership Agreement with said Member.
- 12.2. Notwithstanding paragraph 12.1, SOPROQ shall pay royalties in respect of any exercise of any right assigned, granted or otherwise given by a Member to any third party beneficiary on any covered sound recording or covered videogram provided that SOPROQ receives a copy, duly completed and signed by a duly authorized representative of the Member, of a declaration of payment instructions (a copy of which is appended hereto in Schedule D) prescribed by SOPROQ in respect of any such covered sound recording or covered videogram.
- 12.3. SOPROQ shall pay royalties in respect of any exercise of any right assigned, granted or otherwise given by a Member to any third party beneficiary on any covered sound recording or covered videogram mentioned in a declaration of payment instructions sent to SOPROQ in accordance with paragraph 12.2 which are payable at the time of any distribution occurring more than ninety (90) days following the date of receipt of such declaration by SOPROQ.

12.4. For greater certainty, SOPROQ shall not be required to perform any payment or reporting obligation towards a third party beneficiary in respect of any covered sound recording or covered videogram that has not been the subject of payment instructions in accordance with the present Rules, nor shall SOPROQ be liable for any loss or damages incurred by a beneficiary or by any third party resulting from a failure by the Member and the beneficiary to comply with the provisions of the present article.

13. OBTAINING COPIES OF SOUND RECORDINGS AND Videogram FROM THIRD PARTIES

13.1. Members undertake to provide, no later than at the time of declaration of any covered sound recording or covered videogram, two (2) copies of any such covered sound recording or covered videogram, including the packaging and any booklet or other printed material normally included with said sound recording or videogram ("packaging").

13.2. In the event that a Member fails to provide two (2) copies of any covered sound recording or covered videogram, including their packaging, the Member irrevocably authorizes

13.2.1. SOPROQ to obtain, at the Member's expense, such copies directly from any third party that, under the terms of any licence, distribution or other agreement in force at the time with the Member, is authorized by the Member to reproduce, distribute, sell or rent said covered sound recording or said covered videogram ("authorized user"), and

13.2.2. any user authorized to provide SOPROQ, at the Member's expense, with such copy and to bill the Member, or to compensate in respect of any sum payable by said authorized user to the Member, for the value given to such copy by the authorized user, plus any other reasonable cost incurred by the authorized user for the purposes of sending such copy to SOPROQ.

13.3. The billing and compensation right given to any authorized user according to paragraph 13.2 constitutes an irrevocable stipulation, by a Member, for the benefit of any authorized user, which stipulation shall be binding upon the Member as soon as a copy of the Membership Agreement between the Member and SOPROQ, along with a copy of the present Rules, is brought to the knowledge of the authorized user.

14. PROVIDING ADDITIONAL INFORMATION

14.1. SOPROQ may at any time require that any Member prove, to the satisfaction of SOPROQ, that the Member is in compliance with the requirements and conditions of the Membership Agreement and with SOPROQ's rules and regulations, including the fact that the Member holds any right that the Member claims to hold in respect of any sound recording or any videogram, by providing SOPROQ, within thirty (30) days following any written request from SOPROQ to this effect, at least one copy of the following documents:

14.1.1. A declaration (sworn, if required by SOPROQ) signed by a duly authorized representative of the Member describing, in a reasonably detailed manner, the facts that prove that said Member is indeed in compliance with the requirements and conditions of the Membership Agreement and with SOPROQ's rules and regulations, including the fact that the Member holds any right that the Member claims to hold in respect of any sound recording or any videogram ("declaration");

14.1.2. A complete and unaltered copy of any contract, any letter or any other document supporting the facts stated in said Member's declaration ("supporting document").

14.2. SOPROQ may provide a copy of any declaration and any supporting document to its external advisors.

- 14.3. SOPROQ and any external advisor covered by paragraph 14.2 hereof shall comply with any privacy requirement with regard to any supporting document of a confidential nature as requested by the Member that sends such supporting document, provided that said Member makes such request in writing at the time that any such supporting document is sent.

15. LIMITATION CONCERNING Videogram

- 15.1. Upon the sending, by a Member to SOPROQ, of a written declaration (a copy of which is appended hereto in Schedule E), the Membership Agreement of said Member shall be deemed to be amended in order to limit any assignment, granting or other giving to SOPROQ of the Member's rights in respect of any videogram of the Member to videogram of said Member incorporating and showing the performance of a musical work, such performance constituting an essential part of said videogram.
- 15.2. The amendment mentioned in the preceding paragraph shall not take effect, in respect of any videogram that ceases to be covered by the Membership Agreement because of the sending to SOPROQ of a written declaration according to Schedule E hereof, until ninety (90) days following the date of receipt, by SOPROQ, of such written declaration.

16. SENDING OF DOCUMENTS

Except with the prior written consent of SOPROQ, any document whose remittance may be required by SOPROQ under the present Rules shall be sent by certified or registered mail with acknowledgement of receipt.

17. RETROACTIVE APPLICATION

- 17.1. The present Rules shall come into force between SOPROQ and any given Member retroactively to the effective date of the Membership Agreement between SOPROQ and the Member.
- 17.2. In the event that SOPROQ and a given Member have entered into more than one Membership Agreement, the present Rules shall come into force between SOPROQ and any given Member retroactively to the effective date of the earliest of said Membership Agreements.
- 17.3. The present Rules cancel and replace any previous rules between SOPROQ and a Member that have the same object, retroactively to the date of coming into force of the present Rules between SOPROQ and the Member according to the present article.

SCHEDULE A DECLARATION OF SOUND RECORDING FORM



Modification to a sound recording previously submitted (tick if applicable)

FORM # 1: SOUND RECORDING

1-Identification:

Title:	ISRC Code:
Performer:	Nationality:
Duration:	Year of 1st publication:

2-Eligibility requirements:

Country of fixation:	Year of fixation:
First Maker:	Nationality:

3- Right holder (Owner):

	% Equitable remuneration	% Private copy	% Reproduction
	%	%	%
	%	%	%

The sum of the owner must be 100%.

4-Albums in which the sound recording was released:

Album title:	
Performer :	Nationality:
Record Company :	Catalogue #:
Label:	UPC Code:
Distributor:	Date of publication:
Reissue: <input type="checkbox"/>	Compilation: <input type="checkbox"/>

Album title:	
Performer :	Nationality:
Record Company :	Catalogue #:
Label:	UPC Code:
Distributor:	Date of publication:
Reissue: <input type="checkbox"/>	Compilation: <input type="checkbox"/>

Album title:	
Performer :	Nationality:
Record Company :	Catalogue #:
Label:	UPC Code:
Distributor:	Date of publication:
Reissue: <input type="checkbox"/>	Compilation: <input type="checkbox"/>

Album title:	
Performer :	Nationality:
Record Company :	Catalogue #:
Label:	UPC Code:
Distributor:	Date of publication:
Reissue: <input type="checkbox"/>	Compilation: <input type="checkbox"/>

The maker or right holder identified above (i) confirms that the "sound recording" identified above is covered by the agreement of assignment (the "agreement") executed by the maker or right holder in favour of "The Quebec Collective Society for the Rights of Makers of Sound and Video Recordings" (SOPROQ), (ii) declares that all the information provided in this Form is accurate, (iii) authorizes SOPROQ to distribute to the person(s) indicated in the "Right holder's (Owner's)" section in accordance with proportions indicated in the "%" section, the royalties payable according to the contract regarding each sound recording, (iv) commits to advise SOPROQ promptly by way of a modified Form of any changes to any information provided in this Form and (v) confirms and warrants holding all necessary rights to execute this Form.

Company: _____ Name: _____

Signature: _____ Date: _____

SCHEDULE B
DECLARATION OF VIDEOGRAM FORM



Modification to a videogram previously submitted (tick if applicable)

FORM # 3: VIDEOGRAM

1- Identification:

Title:	ISRC Code:
Performer:	Nationality:
Date of fixation:	

Album title:	Record company:
Performer:	Label:
	Distributor:

2- Submission to SOPROQ:

Right holder (Owner):

	%
	%

The sum of the owners must be 100%.

3- Submission to broadcaster (to be given to the broadcaster by the right holder):

Performance :	French <input type="checkbox"/>	English <input type="checkbox"/>	Instrumental <input type="checkbox"/>	Other :	
Performer :	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Group <input type="checkbox"/>	Style :	
Canadian content :	Yes <input type="checkbox"/>	No <input type="checkbox"/>		French content :	Yes <input type="checkbox"/> No <input type="checkbox"/>
Information Canadian content :	Performance <input type="checkbox"/>	Lyrics <input type="checkbox"/>	Music <input type="checkbox"/>	Production <input type="checkbox"/>	Direction <input type="checkbox"/> Video rec. <input type="checkbox"/>
Financing :	Videofact <input type="checkbox"/>	Maxfact <input type="checkbox"/>	Factor <input type="checkbox"/>	Musicaction <input type="checkbox"/>	Other :
Tape format :	Black & White <input type="checkbox"/>	Color <input type="checkbox"/>	Both <input type="checkbox"/>		
Subtitle :	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Tempo :	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
Notes :					
Lyrics by :		Music by :			
Directed by :		Video production company :			

Return the tapes to the address below : Yes No To the attention of : _____

Address : _____ City : _____

Province : _____ Postal Code : _____ Telephone : _____ Fax: _____

The maker or right holder identified above (i) confirms that the videogram identified above is covered by the agreement of assignment (the "agreement") executed by the maker or right holder in favour of "The Quebec Collective Society for the Rights of Makers of Sound and Video Recordings" (SOPROQ), (ii) declares that all the information provided in this Form is accurate, (iii) authorizes SOPROQ to distribute to the person(s) indicated in the "Right holder's (Owner's)" section in accordance with proportions indicated in the "%" section, the royalties payable according to the contract regarding each videogram, (iv) commits to advise SOPROQ promptly by way of a modified Form of any changes to any information provided in this Form and (v) confirms and warrants holding all necessary rights to execute this Form.

Company: _____ Name: _____

Signature: _____ Date: _____

**SCHEDULE C
DECLARATION OF EXCLUSION**

In accordance with the provisions of article 10 of SOPROQ Rules, (Member's name) _____ (hereinafter the "Member") hereby requests authorization to exclude, for the following territories, management of the right to equitable remuneration and of the right to remuneration for private copying in respect of the following sound recordings and/or videograms:

(Indicate the titles of the covered sound recordings and videograms. See model on the following page.)

If the present request is based on paragraph 10.2 of the Rules, the name and address of the foreign licensee that has been granted the right to collect, as the case may be, equitable remuneration and remuneration for private copying are: -----, and the name and address of the foreign management company charged by the foreign licensee with collecting said remunerations are: -----.

IN WITNESS WHEREOF I HAVE SIGNED _____ ON THIS
_____ DAY OF THE MONTH OF _____ 200_.

(Signature of the Member's duly authorized representative)

**SCHEDULE C
DECLARATION OF EXCLUSION**

(Model)

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E
- 6- Sound recording F - performer of sound recording F

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E
- 6- Sound recording F - performer of sound recording F
- 7- Sound recording G - performer of sound recording G

**SCHEDULE D
PAYMENT INSTRUCTIONS**

In accordance with the provisions of article 12 of SOPROQ Rules, (Member's name)
_____ (hereinafter the "Member") hereby asks SOPROQ to make

(All future payments (including those for any past use that has not yet been paid for)

or

(All future payments, but solely for use after:
_____ (dd/mm/year))

to the order of:

(address)
(city), (province)
(postal code)

in respect of the following sound recordings and/or videograms:

(Indicate the titles of the covered sound recordings and videograms. See model on the following page.)

IN WITNESS WHEREOF I HAVE SIGNED _____ ON THIS
_____ DAY OF THE MONTH OF _____ 200_.

(Signature of the Member's duly authorized representative)

**SCHEDULE D
PAYMENT INSTRUCTIONS**

(Model)

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E
- 6- Sound recording F - performer of sound recording F

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E

**Title of Source Album No. 1
Performer of Source Album No. 1**

- 1- Sound recording A - performer of sound recording A
- 2- Sound recording B - performer of sound recording B
- 3- Sound recording C - performer of sound recording C
- 4- Sound recording D - performer of sound recording D
- 5- Sound recording E - performer of sound recording E
- 6- Sound recording F - performer of sound recording F
- 7- Sound recording G - performer of sound recording G

SCHEDULE E
AMENDMENT OF MEMBERSHIP AGREEMENT CONCERNING MUSIC VIDEO RECORDINGS

In accordance with the provisions of article 15 of SOPROQ Rules, (Member's name) _____ (hereinafter the "Member") hereby requests that any assignment, granting or other giving to SOPROQ of the Member's rights in respect of any videogram of the Member be limited to videograms of said Member incorporating and showing the performance of a musical work, such performance constituting an essential part of said videogram.

IN WITNESS WHEREOF I HAVE SIGNED _____ ON THIS
_____ DAY OF THE MONTH OF _____ 200_.

(Signature of the Member's duly authorized representative)