

AUTHORIZATION CERTIFICATE

Upon understanding the regulations of "Türkiye Müsiki Eseri Sahipleri Meslek Birliđi" (Musical Work Owners' Society of Turkey), shortly "MESAM" and the relevant legislation, by virtue of the fact that I have been accepted to MESAM quaupon my application dated/...../....., I hereby declare that I agree with the relevant bylaws, regulations, legislation and general management principles without any restrictions or conditions. I hereby assign my royalties arising from authorship or right ownership of all my works that have been published or become public; rights entitled to me by Turkish laws and legislations and all international conventions to access, allow or prohibit by means of reproduction, representation and TV-radio broadcasting to exclusively MESAM - "Musical Work Owners' Society of Turkey", of which I am a member.

1. DEFINITIONS

- A) "Member"; natural or legal persons whose name/title is stated below and who signed this agreement.
- B) "Musical work"; All kinds of compositions with or without lyrics.
- C) MESAM is the Musical Works Owner Society of Turkey.
- D) "Regulation on Societies" is the "Regulation on Societies in the Field of Copyright".
- E) "Authorization Document Directive"; "Directive Regarding the Authorization Document to be Granted to Societies".
- F) "Copyright"; Involves the recording, determining, or making the second copy of the original work into any instrument for wholly or partially, directly or indirectly, temporarily or permanently sign, audio or visual transfer of the musical work without any limitation to format and shape via any known way or a way to be invented. Any kind of use or profit gained from these determinations, especially putting up for public sale or lease for private use is determined in this clause.
- G) "Representation right (projection or public performance)";
 - a) Direct instrumental and/or vocal performance of the musical work in public places especially by a natural person or persons via any known instrument or an instrument to be invented,
 - b) Instrumental and/or vocal listening or playing the mechanic copies of musical works in public places in audio and visual or any audio and visual transmitters such as phonographic, record, wire, ribbon, tape, video band, videotape, movie, CD, VCD, DVD, CD-ROM,
 - c) Wired or wireless (via electromagnetic waves) broadcasting the musical work in radio or television, or broadcasting of such broadcasts by determination via other instruments transmitting audio, visual or audio-visual and also all direct communications conducted via all other instruments transmitting audio, lyrics, and visuals, including the Internet.
- H) "The right to transmit to the public", includes the right to transmit the original or reproduced copies of a work to the public by means of wire or wireless broadcasting organizations such as radio-television, satellite, and cable, or by means of signal, sound and/or image transmission, including digital transmission, and the transmission of the published works to the public by taking them from the broadcasts of these organizations and re-broadcasting them by other broadcasting organizations.

2. RIGHTS TRANSFERRED TO MESAM

- A) The signed "Authorization Document" shall be effective for 10 (ten) years from the date/...../..... The term shall be extended for the same period under the same conditions provided that this "Authorization Document" is not terminated via any "notary" at least 1 (one) year before the expiration of this document. In case the member terminates the membership, collection of representation rights shall be conducted by MESAM for the term of the representative rights license agreements from the date of membership termination unless otherwise stated in the statute or regulations.
- B) Representation Right: From the financial rights arising from the authorship or right ownership of musical works of the member, representation right/rights, representation, broadcast right via the radio and TV entitled to the member by Turkish laws and legislations and all international agreements, right to transmit to the public (or to persons) via all kinds of digital communications with or without means (tape, CD, video, film, CD-ROM, VCD, DVD or any and all formats to be invented in the future), and instruments for sign, audio and/or visual transmission on the Internet and as a melody on cell phones (ringtone, ringbacktone, true tone, IVR formats or any and all formats to be invented in the future), and the tracking, collection, and distribution of such rights are assigned exclusively to MESAM in Turkey and, unless otherwise stated, throughout the world. The agreements MESAM entered into with the societies and copyright societies of other countries are construed as an appendix to this Authorization Document.
- C) Reproduction (mechanic) Right: From the financial rights arising from the authorship or right ownership of musical works of the member, reproduction (mechanic) right/rights, reproduction/mechanic (cassette, CD, film, CD-ROM, VCD, DVD and any and all formats to be invented in the future) right entitled to the member by Turkish laws and legislations and all international agreements, rights to lease/lend to public and using these rights, rights to allow or prohibit, and the tracking, collection, and distribution of such rights are assigned exclusively to MESAM in Turkey and, unless otherwise stated, throughout the world. The agreements MESAM entered into with the societies and copyright societies of other countries are construed as an appendix to this Authorization Document.
- D) The Right to Transmit to Public: The right(s) to transmit to the public by signal, sound and/or image transmission means from all financial rights arising from the copyright or right ownership on the member's musical works, the right to broadcast by means of wire or wireless broadcasting organizations such as radio-television, satellite and cable, or by signal, sound and/or image transmission means, including digital transmission, and the right to transmit the published works to the public by taking them from the broadcasts of these organizations and re-broadcasting them by other broadcasting organizations, granted to the member by Turkish law and legislation and all international agreements, and the right to transmit the work to the public by means of the sale of the original or of reproduced copies thereof by wire or wireless means or by means of other forms of public transmission or distribution and using these rights, rights to allow or prohibit, and the tracking, collection and distribution of such rights are assigned exclusively to MESAM in Turkey and, unless otherwise stated, throughout the world. The agreements MESAM entered into with the societies and copyright societies of other countries are construed as an appendix to this Authorization Document.

The rights subject to the prior authorization of the work owners pursuant to the Law on Intellectual and Artistic Works are not covered by this "Authorization Document". The reproduction (mechanic) right/rights of all original music and private music composed upon order (cinema, TV credits, advertisement jingles, multi-vision) are not included under this authorization. MESAM shall give license hereof only upon the written approval of its members. MESAM is wholly authorized to give licenses for musical works other than TV and radio program credits and periodic uses. Licenses of musical works used in program credits and periodic uses are subject to separate approval of work owners.

3. AUTHORIZATIONS AND RESPONSIBILITIES OF MESAM

Pursuant to the authorizations granted in Article 2, MESAM agrees, declares and undertakes that

- A) It will use these right under its name/title,
- B) I will collect the work owners' rights paid in return and distribute them according to the relevant bylaws, regulations, and directives,
- C) It may partly or wholly assign these rights to third-party persons and/or organizations,
- D) I have the right to allow the use and refuse to allow the use,

- E) It will resort to all kinds of legislative, judicial, and executive remedies for the tracking and collection of these rights, delegate and authorize someone else to act in this way when required,
- F) It is authorized to use all the rights entitled to the society by the relevant legislation,
- G) It will ideally perform the recording and registration of the member rights in concordance with service standards,
- H) It will fulfill all the requirements to give licenses for MESAM members to all music users,
- I) In case there are any legal problems regarding the works, the fees associated with the financial rights of the mentioned work will be frozen until the problem is solved,
- J) It will keep the information regarding the members and work owner's royalty "confidential", the disclosure of such information as a result of any statutory obligations without prejudice to members' rights to demand all information regarding the member's works and royalties will be performed by a person authorized to legally disclose such information and it will not disclose any and all information provided by the member to MESAM and the agreement, the usage of this "Authorization Document" or other than the purposes of MESAM to any third party persons and organizations,
- K) Pursuant to the Law on Intellectual and Artistic Works No. 5846, the member reserves the right to terminate this "Authorization Document" in line with a notification to be made 6 months prior.

4. AUTHORIZATIONS AND RESPONSIBILITIES OF THE MEMBER

In line with the articles contained in the "Authorization Document", the member agrees, declares, and undertakes that

- A) The tracking and collection of the aforementioned financial rights within or those to be within the scope of the "Authorization Document", and the distribution of these for the duration mentioned in the "Authorization Document"; authorities to litigate, start executive proceedings, and make claims to prosecution offices or other authorities will be performed solely by MESAM without the need of proxy henceforth.
- B) The member will comply with the regulations, and directives regarding the distribution of work owner's royalties and plan within the scope of MESAM's "Authorization Document" on behalf of the member; pay compensations to be collected by MESAM and the society shares to be deducted from the work owner's royalties, membership entrance fees determined by the authorized bodies of MESAM, and that MESAM is authorized for tracking the rights to be incurred,
- C) Natural person members will provide a copy of the works notified or will be notified to MESAM, together with this Authorization Document, provide the manuscript (original of the work) upon demand, individually show any and all acts of disposal done or to be done on the works notified to MESAM, submit to MESAM the publisher/edition agreements entered into/to be entered into or a copy of the private agreements within one month.
- D) Legal person members will submit to MESAM any and all publisher/edition agreements, license agreements, and/or a copy of private agreements limited to the works mentioned in the "Authorization Document" and its annexes provided that they have the quality to make the performance of this "Authorization Document" necessary and valid within one month after execution.
- E) MESAM is authorized to grant the license to use the work notified to MESAM to any natural or legal persons pursuant to the representation, public transmission, and mechanical reproduction rights granted with the "Authorization Document", those who receive the license to use can give this right to others only after reaching to an agreement with MESAM, and the member will fill in and sign any forms prepared by MESAM,
- F) When it comes to defending the member's rights and additional documents are required, the member will deliver these to MESAM,
- G) The member will notify in the agreements to be entered into with third parties that MESAM reserves the rights mentioned in the "Authorization Document" and be careful so that the rights assigned in the "Authorization Document" will not be damaged,
- H) The member will notify MESAM about all his works by means of filling in and signing the forms necessary for recording in the database, that his claim of being the owner of works is justified, that he is obligated to prove this pursuant to MESAM's rules when required and that he takes all legal responsibilities regarding this statement,
- I) This "Authorization Document" will survive following the death of the real person members with their legal or testamentary heirs, the amount to be paid will be kept by MESAM until the succession is proven by legal means and if there is more than one heir, one of them is determined as a proxy if the income to be paid is not enough to cover the expenses and dues for four consecutive years, the "Authorization Document" will expire at the end of the next calendar year,
- J) For legal person members, this "Authorization Document" will be effective as long as legal entities continue to exist even if there are changes in the legal persons,
- K) Those who have obtained permission to use the work from MESAM will only be able to give this permission to someone else by agreement with MESAM,
- L) In case of termination of the "Authorization Document" in any way, the termination will be put into effect in accordance with the MESAM legislation,
- M) The authorization to make the rights subject to the "Authorization Document" available to other persons will only be possible with the permission of MESAM, the financial rights transferred with this "Authorization Document" are indivisible and cannot be partially transferred,
- N) If required by courts, official authorities, and other third parties and to be used in the MESAM archive, the member will notify all of their works to MESAM by filling in and signing the Work Notification Form in accordance with the conditions determined by MESAM,
- O) In case of any disputes or controversies arising from the performance of the terms of this "Authorization Document", the competent authority will be the Specialized Courts and Execution Offices of Istanbul.

5. DECLARATION:

Upon understanding the regulations of the Musical Work Owners' Society of Turkey and the relevant legislation, and reading the "Authorization Document,"

in conjunction with being approved of membership to MESAM quaupon my application dated/...../.....,

I hereby agree, declare and undertake that I will perform in accordance with the terms of "Regulation on Societies in the Field of Copyright," "Regulations of Musical Work Owners' Society of Turkey," "Directive Regarding the Authorization Document to be Granted to Societies" and other relevant legislations, fulfill the obligations assigned to me, and that the annexes to the "Authorization Document" are parts of this "Authorization Document".

Place	:	Date	:
First Name and Last Name of the Work Owner	:	First Name and Last Name of the Rights Owner	:
Pseudonym	:	Pseudonym of the Testator	:
SIGNATURE	:	Name and Surname of the Successor	:
		SIGNATURE	: