

ASCRL MEMBERSHIP AGREEMENT

PART I.

QUALIFYING FOR AND MAINTAINING ASCRL MEMBERSHIP.

A. Eligibility.

You warrant and represent that you meet the eligibility requirements for membership in ASCRL because one or more of the following apply to you:

(i) You are a **United States Citizen** and you are:

the **Author** of photographic and / or visual artwork that has been published in the United States and / or in a Foreign Country, and / or

the **Owner of Copyright** in photographic and / or visual artwork that has been published in the United States and or in a Foreign Country, or

(ii) You are a **Foreign National** and you are:

the **Author** of photographic and / or other visual art work that is **published in the United States** (a U.S. publication) that is distributed outside of the United States, and / or

a **Copyright Owner** in photographic and /or other visual artwork **published in the United States** (a U.S. Publication) that is distributed outside of the United States.

B. Duplication of Membership Prohibited.

You agree that you shall submit no more than one Membership Agreement and ASCRL Mandate for the work of which you are author and or copyright owner (even if you own copyright in the works of other authors).

You shall not submit a Membership Agreement in the name of any other person, firm, or entity, if you, or a person, firm, or entity owned or controlled by you, owns or controls the other person, firm or entity, or if you, receive reprographic funds from ASCRL through such other person, firm, or entity.

A registration shall be deemed to be in Your name if it is in your name, or in the name of a person firm or entity owned or controlled by you, or if you receive reprographic funds from such entity.

For the purposes of this agreement the term You means and refers to the author or copyright owner who is the subject of the Membership Agreement and ASCRL Mandate; the term You does not refer to such person's agent.

C. Splitting Claims Prohibited.

You shall not appoint or assign to any person, firm, or entity, to qualify for, to create eligibility for, or to receive, (nor shall you form any enterprise the function of which is to qualify for, to create eligibility for, or to receive) a duplicate or overlapping distribution of the reprographic funds for which you may become eligible as an ASCRL member.

D. Membership Information.

You agree to provide true and accurate information concerning your registration, eligibility for distributions, publication information, and distribution information including, but not limited to, contact information, tax

identification, bank information for distributions, repertory information, and your publications (including their number and frequency). You shall keep and maintain any information that you use for the purposes of reporting your publication history (including, without limitation, copies of the publications of the works that you report for qualification for eligibility, any that you report for publication frequency, and any that you report for author and or title specific distributions). You shall provide to ASCRL proof of the publication information, if requested by ASCRL, within thirty (30) days of ASCRL's request for the information. If you violate the terms of this provision of the ASCRL Membership Agreement, ASCRL may, without waiver of any other remedy, and without constituting an election of remedies, cancel any pending distributions to you, withhold further distributions to you, seek reimbursement of distributions for which records are requested and not provided, and or terminate your membership, in addition to seeking any other remedy available in law and in equity. If you willfully provide false information causing ASCRL to distribute funds to you to which you are not entitled, ASCRL shall be entitled to recover from you three (3) times the amount of any distribution issued to you or your designated agent, plus any legal fees and or costs that ASCRL incurs for the purposes of obtaining the recovery.

E. Legal Status of Members

(i) Pursuant to section 404.01(c) of the District of Columbia Corporation Law, and subject to the limitations of Section 29-401.02(24) an author or visual arts copyright owner may become a Member in ASCRL ("ASCRL Member") by executing in accordance with ASCRL policies and rules, and the directives of the ASCRL Board of Directors, the ASCRL Mandate and ASCRL Membership Agreement; provided , however, that no membership is created until such time as the membership is approved by the ASCRL Board of Directors, or any committee it establishes for the purposes of determining membership rule compliance.

(ii) Pursuant to Title 29, Section 404.01(c) of the District of Columbia Corporation Law, the articles of incorporation or bylaws of a nonprofit Corporation in the District of Columbia may designate a person as a "member" who is not within the legal definition of a "member" under the District of Columbia Corporation Law § 29-401.02(24). Such a person, regardless of designation as a member in this ASCRL Membership Agreement, shall not be deemed a "member" as that term is used in the District of Columbia Corporation Law Title 29. Because you shall not be deemed to be a member as the term is used in the District of Columbia Corporation Law, you shall not have the obligations or rights of a member therein set forth. Your terms of your membership are those that are set forth in this ASCRL Membership Agreement, the ASCRL by-laws, and the ASCRL articles of incorporation.

ASCRL MEMBERSHIP AGREEMENT

PART II.

THE ASCRL MANDATE.

The term ASCRL Mandate shall mean and refer to this Section II of the ASCRL Membership Agreement.

A. ASCRL Representation.

By becoming an ASCRL Member, and by agreeing to this ASCRL Mandate, you give to ASCRL the sole and exclusive right to represent for all purposes the Reprographic Rights in the visual work that you have authored and in any in which you own copyright in accordance with the terms of this ASCRL Mandate.

B. Collection, Administration, and Distribution.

In connection with its representation of the Reprographic Rights, ASCRL will collect, administer, and distribute the reprographic funds covered by this ASCRL Mandate in its own name, subject to the terms of the Mandate, and in accordance with the ASCRL Membership Agreement (as either or both may be amended from time to time by ASCRL's Board of Directors).

C. Ancillary Authorizations.

For the purposes of representing the Reprographic Rights, and or collecting, administering, and distributing the reprographic funds covered by this Mandate you also grant to ASCRL any nonexclusive rights, and incidental authorizations, that may be necessary for, or incidental to, ASCRL's accomplishment of the purposes stated in this Mandate.

D. Authority to Negotiate and Represent in Foreign Governmental Proceedings & Audits.

You authorize ASCRL to represent your ***Reprographic Rights*** in connection with rate setting proceedings under foreign law, foreign administrative actions, foreign hearings, foreign litigation, and foreign appeals in connection with your Reprographic Rights and or reprographic funds. You further authorize ASCRL to settle audit claims limited to underpayment of reprographic funds identified by an auditor retained by ASCRL and brought to recover reprographic funds under foreign laws and regulations, provided such audit settlements are approved by the ASCRL Board of Directors or an appropriate committee thereof. Amounts recovered from such audit shall be distributed in accordance with ASCRL's then in effect distribution policies. You shall not similarly authorize any other person or entity to undertake such activities on a collective basis for You as an author or owner of copyright in visual work.

E. Enforcement of Mandate.

ASCRL does not pursue copyright infringement claims for the violation of any copyright that you may hold under U.S. law (Title 17 of the United States Code, Section 106). You therefore authorize ASCRL to enforce only the Reprographic Rights and to collect the Reprographic Revenues granted in the ASCRL Mandate and ASCRL is authorized in its sole judgment and at its sole expense: (i) to commence and prosecute litigation, in the name of ASCRL, its members, or others in whose name the Reprographic Rights are owned (or controlled) and in which for a Member they may be held; (ii) to collect and receive damages arising from infringement of the Reprographic Rights; (iii) to join a Member or others in whose names visual works owned (or controlled) by a Member may be held as parties plaintiff or defendant in any litigation involving such Reprographic Rights; or (iv) to release, compromise, or refer to arbitration any claims or actions involving infringement of such rights, in the same manner and to the same extent as the Member could. You hereby make, constitute, and appoint ASCRL, or its designated successor, as your true and lawful attorney, irrevocably during the term of the ASCRL Membership Agreement, to do at ASCRL's election all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages relating to the infringement or other violation of your Reprographic Rights and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation thereto, in the name

of ASCRL or its successor, or in the name of any Member or otherwise. Amounts recovered from such enforcement shall be distributed in accordance with ASCRL's then in effect distribution policies, after recoupment of and net of applicable legal fees and costs.

F. Conflicting Mandates.

(i) Priority of this Agreement and Mandate.

You direct and agree that, while this ASCRL Membership Agreement and the ASCRL Mandate are in effect, the ASCRL Membership Agreement and the ASCRL Mandate shall supersede any conflicting or inconsistent provisions of any other membership agreement or mandate or authorization given at any time by you for any work that you have authored or in which you own copyright, except for any future agreement or mandate that is authorized by ASCRL.

(ii) Revocation of Conflicting Mandates.

You also direct and agree that the ASCRL Membership Agreement and ASCRL Mandate revoke and nullify any and all conflicting or inconsistent mandates and authorizations that you give, or have given, to any other entity or person that is collecting the reprographic funds that are covered by the ASCRL Membership Agreement and ASCRL Mandate while they are in effect.

G. Covered Works.

Your Mandate applies to Reprographic Rights and reprographic funds for any visual work of which you are the author and to any in which you own copyright, including your existing and future visual work(s) (except if you are a Foreign National it does not apply to any visual work of which you are the author or in which you own copyright that is published outside of the United States). (Future work(s) include visual works created by you after you submit your Mandate and while your Mandate remains in effect, and to visual work(s) in which you become the copyright owner after you submit your Mandate and while your Mandate remains effect).

H. Modifications and Revisions to the ASCRL Mandate.

The terms of this ASCRL Mandate may be modified by ASCRL at any time for any reason. Such revised terms shall be published on the ASCRL website. You shall be responsible for monitoring the ASCRL website for changes and revisions to the terms of this Mandate. Any revised terms shall become binding upon you effective ninety (90) days from publication, unless you terminate your ASCRL Membership and Mandate in accordance with the terms of this agreement.

ASCRL MEMBERSHIP AGREEMENT

PART III.

ASCRL REPROGRAPHIC RIGHTS AND FUNDS POLICY

A. Reprographic Rights.

The “Reprographic Rights” covered by the ASCRL Membership Agreement and the ASCRL Mandate include those rights that are derived from:

- (i) Statutory systems in foreign countries where foreign law establishes permissible uses and rates.
- (ii) Compulsory systems in foreign countries where foreign law establishes permissible uses and where the rates are negotiated by a foreign collective.
- (iii) Extended compulsory systems in foreign countries in which foreign law establishes permissible uses and where rates are negotiated by a foreign collective and where non collective members may apply for funds.
- (iv) Mandatory administrative systems in foreign countries where foreign law Mandates that administration of use fees takes place through a collective.
- (v) Obligatory collective systems in foreign countries where, under foreign law, the administration of rights is voluntary but the foreign law Mandates that rights owners be represented by a collective for administration.
- (vi) Operator, equipment, and media tax and or levy systems in foreign countries where foreign law Mandates taxes and levies and other collections for operators, equipment, and or copying media in a foreign country.
- (vii) Additional rights that may be recognized by foreign countries under foreign legal systems, where such legal systems provide for involuntary representation or administration of rights and do not require the consent of copyright owners or authors for the purpose of collecting, administering, and or distributing reprographic funds.

B. Exclusions For Member’s Copyright and Direct Licensing

As a collecting society, ASCRL does not engage in the direct, primary, individual licensing of your work, and ASCRL does not obtain the copyright in your work. You remain the owner of any copyrights in which you are vested and you are free to engage in any licensing activity that the law may allow.

In the ASCRL Mandate and in the Membership Agreement you are only authorizing ASCRL to represent Reprographic Rights, and to collect, administer, and to distribute reprographic funds for “visual work” (including photographic and other visual artworks) that derive from foreign countries with legal systems that require or allow that such funds be collected, administered, and distributed on a collective basis.

C. Reprographic Funds.

The “reprographic funds” covered by this Mandate include any and all funds that may be received by ASCRL that are derived from foreign Reprographic Rights from organizations and /or foreign collecting societies under foreign law.

ASCRL MEMBERSHIP AGREEMENT

PART IV.

ASCRL CLAIMS PROCEDURES COLLECTIONS AND DISTRIBUTIONS

A. Collection Policies and Practices.

ASCRL may endeavor from time to time to collect reprographic funds for Reprographic Rights from foreign reprographic rights organizations ("RRROS"), and from collective management organizations ("CMOS"), (herein referred to as "Sister Societies"), in various foreign countries throughout the world. The ASCRL Board of Directors, under the supervision of the ASCRL Board of Advisors, shall solely determine the sources and nature of collections from Sister Societies, and shall solely determine the terms and conditions of any agreements pursuant to which the collections shall be undertaken, administered, and distributed.

B. Claims Process and Procedures

(i) General Funds, including Non-Author and or Non-Title Specific Funds, for which you are eligible, shall be distributable to you only in accordance with ASCRL's policies and procedures for the distribution of such funds.

(ii) Author and or Title Specific Funds for which you are eligible shall be distributable to you only in accordance with ASCRL's policies and procedures for the distribution of such funds.

(iii) ASCRL may from time to time establish claims periods for you to claim funds for which you may become eligible.

(iv) You agree to submit your claims during the open claims period, through the ASCRL website application for the processing of claims.

(v) You shall provide complete and accurate information for the distribution of the funds, and shall provide any qualifying information that may be requested by ASCRL for the purposes of processing your claim.

(vi) You shall not be entitled to receive any funds if you are in violation of, or if you are not in strict compliance with, applicable claims processes and procedures, or the terms of the ASCRL Mandate or ASCRL Membership Agreement

C. Distribution Formulas and Rules.

(i) Computations of Disbursements. The ASCRL Board of Directors, under the supervision of the ASCRL Board of Advisors, shall establish the distribution rules for claims, and for each claims period. The determination of the Board of Directors concerning the rules to be employed for distributions are final and binding, unless subsequently changed or modified by the Board of Directors. You agree to be bound by the distribution rules and all other rules established by ASCRL governing any and all claims for which you may become eligible.

(ii) Distribution Rules. Distribution rules are published, from time to time, by ASCRL on the ASCRL web site. You agree to monitor the ASCRL website to familiarize yourself with the distribution rules applicable to claims.

(iii) Distribution amounts are dependent on several factors, including, without limitation a) contractual obligations to Sister Societies, b) the amounts collected and administration fees withheld by foreign societies at the source, c) the number of claimants eligible for distribution from an applicable fund pool, d) the types of claimants determined to be eligible to claim for a fund, e) the number of works and the frequency of their publication entitled to and qualifying for distributable amounts, f) reserves that may be established against fund pools for unclaimed funds, g) forfeitures and failed transactions and funds repatriated to distribution pools, h) amounts payable for fund processing, i) board established rules for weightings established by the Board of Directors based on the policy positions of the Board of Directors and the Board of Advisors concerning the class of claimants entitled to distributions and the basis upon which distributions might be made, i) the fees and retentions ASCRL establishes for the continued operation of the

organization, its worldwide collections, fund administration and distribution, and the expenses associated therewith, and j) ceilings and floors for distributions that may be established by the ASCRL Board of Directors, and h) other factors as are applicable from time to time and as determined by the ASCRL Board of Directors. ASCRL may change the distribution rules at any time for any reason, and will publish such changes on the ASCRL website.

D. Formula Factors.

(i) Basic Eligibility For Claim Filing.

In addition to the eligibility requirements for the domestic and foreign authors, you must be the author and or copyright owner of three (3) commercially published works. A commercially published work is one that appears in a publication for which you have been paid, or that appears in a publication that is for sale, that appears on the website of a commercial enterprise, or that is available on a website that is offered on a subscription basis, that is a newspaper, magazine, journal, news reporting or editorial publication.

You must provide the title of your work, the publication in which it appears, and the ISBN number or ISSN number of the publication in which the work appears, or the complete URL of the qualifying website on which your work appears.

You must preserve evidence of your three (3) publications and in the event you are audited you must present ASCRL with the evidence of publication.

(ii) Frequency of Publication.

You must report the number of visual works that you have that have appeared in qualifying publications, and you must report the number of times those works have appeared in publications. You are not required to list each published work, and you are not required to list each publication in which the published work appears. However, you must preserve evidence of the information you provided, and in the event that you are audited you must present ASCRL with the evidence of publication. The frequency of your publications may be used by the ASCRL Board of Directors to give a weighting to the amount for which you may be eligible, relative to other authors or rights owners who may have greater or fewer publications, or whose works may be published with greater or lesser frequency.

(iii) Author or Title Specific Eligibility

Some RROs and CMOs report funds that are attributable to the works of certain authors, by title, by name, or both. If your name matches any of the names provided to ASCRL by the RRO or CMO, your eligibility for that fund pool will appear in your account on the ASCRL website. If the title of the work is reported to ASCRL by the RRO or CMO, but not your name, ASCRL may match that title to any title you enter. If you do not wish to receive title specific distributions you do not need to enter any titles in addition to your three (3) titles required for basic eligibility. If you do not apply for a title during any applicable claims period you will forfeit your eligibility for the title as of the close of the claims period, and any funds attributable to you will be vested in ASCRL for operations, or will be redistributed in whole or in part to a fund pool as determined by the Board of Directors.

(iv) The ASCRL Board of Directors, subject to the supervision of the ASCRL Board of Advisors, shall determine the factors considered in, and the rules applicable to distributions to members. The factors and rules may take into account information provided by, their rules and regulations, information that provide from surveys, audits, and samplings, and other information deemed relevant to the Board of Directors. In the event that you disagree with the applicable factors or rules, you may terminate your mandate and membership at any time in accordance with the termination provisions of this ASCRL Membership Agreement. ASCRL may publish the specific rules applicable, from time to time, to any particular claims period on the ASCRL website. Such termination shall be your sole and exclusive remedy with respect to any dispute that you may have regarding such factors and or rules.

E. Filing Claims

Claims periods for the claims pools for which you are eligible are established by ASCRL one or more times per year, and the claims periods are open for the duration of time specified on the claims portal, which period is typically a one (1) year period. The claims pools for which you are eligible appear in your account Dashboard on the ASCRL website. Your membership in ASCRL entitles you to make a claim for claims pools for which you are eligible. In order to make a

claim, you must submit the claim while the claims period is open and you agree not to file any claims that are late or untimely. If you fail to make a claim during the claims period, you will forfeit your eligibility and any funds to which you may otherwise have claimed will be redistributed to other recipients in fund pools as determined by the ASCRL Board of Directors under the supervision of the ASCRL Advisory Board.

F. Un-distributable Royalties.

If ASCRL is unable to distribute your share of reprographic funds from any claims period for any reason (e.g., and without limitation, because you do not make a claim, or because you do not provide necessary information or ASCRL is unable to locate you at the time a distribution is to be made), then ASCRL may reserve your reprographic funds for distribution to you, and may solicit such information or make efforts to locate you in accordance with ASCRL's policies, as modified from time to time, for a period of one (1) year after the close of the claims period (the "Reserve Period"), which period ASCRL may extend or shorten in its sole discretion.

G. Forfeitures.

Your rights to reprographic funds shall become vested in you upon and only upon your actual receipt of reprographic funds from ASCRL, and not upon the establishment of a claims period, your eligibility, or your submission of a claim. At the end of the Reserve Period, any and all right, title and interest to any undistributed reprographic funds not distributed to and received by you prior to the expiration of the Reserve Period, including without limitation any resulting from failed transactions arising from your provision of faulty, expired, or inaccurate payment information, shall fully and absolutely vest in ASCRL, and ASCRL may use the un-distributable reprographic funds to offset costs of administration and operations. Upon forfeiture, you shall have no claim, title, or interest to the forfeited reprographic funds. In no event shall ASCRL claim un-distributable reprographic funds earlier than permitted this ASCRL Membership Agreement. Notwithstanding the foregoing, reprographic funds may be returnable to the applicable foreign Sister Society in accordance with ASCRL's agreement with such organization, or may be redistributed, in whole or in part, to other ASCRL members, as determined from time to time, by the ASCRL Board of Directors. You agree to keep and maintain your Dashboard, Registration, and Claims information current, and you shall be responsible for making sure that it is accurate at all times.

H. Agreement to Collection and Distribution Terms.

You agree that all reprographic funds that are collected by ASCRL shall be shared and paid to ASCRL members in accordance with the ASCRL Mandate, and the ASCRL Membership Agreement, as they may be amended from time to time in accordance with the applicable provisions of this ASCRL Membership Agreement and ASCRL Mandate, and as determined by, and in accordance with, the rules that are established, from time to time, by the Board of Directors under the Supervision of the ASCRL Board of Advisors.

I. Errors in Processing.

Add section

ASCRL MEMBERSHIP AGREEMENT
PART V.

ADDITIONAL LEGAL MATTERS

I. INDEMNITIES.

A. Indemnification for Member Breach

You shall indemnify, protect, defend, and hold harmless, ASCRL, its directors, officers, board members, employees, agents, contractors, and those acting under ASCRL's authorization (including, without limitation its Sister Societies, and their officers, directors, members, employees and agents), from any and all claims, demands, actions, proceedings, damages, and costs, (including without limitation attorneys fees, arbitration fees, and court costs) that they may incur by reason of your breach of this ASCRL Membership Agreement, or the ASCRL Mandate, or any of the covenants or conditions therein.

B. Indemnification for ASCRL and Related party Acts and Omissions.

You shall further indemnify, protect, defend, and hold ASCRL, its directors, officers, board members, employees, agents, contractors, and those acting under ASCRL's authorization (including, without limitation its Sister Societies, and their officers, directors, members, employees and agents), from any and all claims demands, actions, proceedings, which you have or may bring, and from and for any damages, costs, fees (including without limitation legal, investigation, expert, and court costs) they may incur that are connected therewith, that arise from or in connection with their own acts and or omissions, except for any that are due to their own willful wrongdoing, their sole negligence, or that violate federal or state law.

II. DISPUTES

A. Resolution of Disputes.

If a dispute arises between you and ASCRL, or its Directors, Officers, Agents, or Employees, (herein "ASCRL Related Parties") concerning or arising out of the ASCRL Membership Agreement or the ASCRL Mandate, including without limitation any dispute concerning the scope and enforceability of this arbitration provision, shall be resolved exclusively in accordance with the ASCRL Membership Agreement, and by binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association, in Washington, D.C., and the decision of the arbitrator shall be final, binding, and enterable in any court having jurisdiction.

B. Arbitration Costs

In the event that ASCRL prevails in any arbitration or suit you commence against ASCRL, or any ASCRL Related Party, you shall reimburse ASCRL and the ASCRL Related Party for all liabilities, including without limitation legal fees, investigation costs, arbitration costs, and other costs, that they incur in connection with the arbitration or suit, together with pre and post judgment simple interest accruing on the part of any and all unpaid award at the legal rate applicable in the District of Columbia until such liabilities are paid to ASCRL in full.

C. Class Action Waiver.

No dispute between you and ASCRL shall be joined or consolidated in any class action, or be joined or combined in any other dispute with any another ASCRL member. Any arbitration will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY

BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Unless both you and ASCRL agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

D. Applicable Law

This Agreement and the ASCRL Mandate shall be construed under and in accordance with the laws of the District of Columbia, without regard to its rules for the resolution of conflicts of law. This agreement shall be construed in the English language.

E. Jurisdiction and Venue.

You consent to the personal jurisdiction of the Courts of the District of Columbia and agree that the courts of the District of Columbia shall have jurisdiction over and be the exclusive venue for any and all matters that may properly be brought before a court.

F. Default

In the event that you fail to appear for any arbitration of any legal proceeding, after notice thereof properly served upon you, the arbitrator or court, as applicable, shall order judgment against you on the claim or matter submitted to the arbitration or court.

G. ASCRL Treatment of Disputes Between Members and Between Members and Agents.

In the event that ASCRL is notified of a dispute between you and any other member, or any agent, that might affect any rights or liabilities between ASCRL and you, the members, and or the agent, ASCRL may

(i) create a reserve and withhold any distributions to you, the member, and or the agent until the dispute is amicably resolved, and if the dispute is not amicably resolved within ninety (90) days,

(ii) notify you, the member, and the agent, as applicable, that the dispute must be resolved by final and binding arbitration.

In the event that you are notified that the dispute must be resolved by binding arbitration, you, the member, and or the agent, as the case may be, shall diligently pursue and obtain an arbitration order resolving the dispute prior to the expiration of the reserve period that follows the claims period to which the dispute pertains. If an arbitration order resolving the dispute is not provided prior to the expiration of the reserve period, any funds that are the subject of the dispute shall be forfeited and shall be distributed in accordance with the rules for the forfeiture or reserves.

III. LIMITATIONS UPON LIABILITY

A. Incidental, Consequential, and other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASCRL OR ITS SISTER SOCIETIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ASCRL'S SERVICES, OR ASCRL'S FAILURE TO PROVIDE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ASCRL AND OR ITS SISTER SOCIETIES HAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY ASCRL SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE MEMBERSHIP TO TERMINATE YOUR MANDATE IN ACCORDANCE WITH THE TERMS OF THE MEMBERSHIP AGREEMENT.

IV. RELATIONSHIP OF THE PARTIES.

You understand and agree that you and ASCRL are independent entities, and are independent contractors. You agree that you and ASCRL are not in a partnership or joint adventure, and that you are not in a principal and agent, employer-employee, or a fiduciary relationship with ASCRL. ASCRL's and your rights and obligations are determined solely by this ASCRL Membership Agreement and the ASCRL Mandate.

V. AMENDMENTS.

The ASCRL Membership Agreement and ASCRL Mandate may be modified at any time by the ASCRL Board of Directors, under the supervision of the ASCRL Advisory Board. Modifications shall become effective one hundred twenty (120) days after they are published on the ASCRL Website. You agree to monitor the ASCRL website and if you do not agree with the modified terms you may terminate the authorizations provided in the ASRL Mandate and you may terminate your membership in ASCRL in accordance with the provisions of the ASCRL Mandate and the ASCRL Membership Agreement. The amended terms shall become binding upon you when they become effective if you have not terminated prior to the effective date of the amended terms. The terms of the ASCRL Membership Agreement, as it may be amended from time to time, in accordance with ASCRL's published Membership Agreement terms, are incorporated in, and shall be deemed to be a part of, the ASCRL Mandate. If there is a conflict between the Mandate and any term or provision of the ASCRL Membership Agreement, the terms and provisions of the ASCRL Membership Agreement, as amended and as effective, from time to time, shall govern.

VI. EXECUTION OF THE ASCRL MEMBERSHIP AGREEMENT AND MANDATE

You acknowledge that you have read and that you agree to the ASCRL Membership Agreement and ASCRL Mandate. You also warrant and represent that you have the legal power and authority to, and are under no legal disability to the ASCRL Membership Agreement and ASCRL Mandate and that you execute them as your own free act and deed.

VII. TERMINATION.

The ASCRL Mandate and ASCRL Membership Agreement are co-terminous; the termination of one terminates both the mandate and the membership. Upon the effective date of termination, you will cease to become eligible for distributions from ASCRL, and your ASCRL Mandate shall be terminated. However, the terms of the ASCRL Mandate and ASCRL Membership Agreement shall continue to apply to the rights and obligations that were created while they were in effect. Provisions that survive termination.

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ASCRL MEMBERSHIP AGREEMENT

PART VI.

AGENCY TERMS

I. AGENTS.

You may designate that the reprographic funds distributable to you may be payable to an agent. Such a designation shall be submitted on the ASCRL Agent Agreement form, which shall be updated from time to time, as may be required by ASCRL. Agency designations may be revoked only in accordance with the terms of the Agent Agreement. When you appoint an agent they will be your agent for all purposes and all dealings with ASCRL.

A. Agent Appointment.

Your appointment is for them to act in your name, place, and stead, and with full power of substitution, as your attorney in fact. The Agent's appointment and authority shall be exclusive, and you abrogate your, and you retain no, authority to engage directly in any dealings with ASCRL while the appointment is in effect. The appointment includes appointment for all dealings with ASCRL (including without limitation, agreeing to the ASCRL Mandate, ASCRL Membership Agreement, amendments thereof, all financial transactions, payment instructions, termination, and all other matters with ASCRL). While the appointment is in effect, ASCRL, and those acting under its instruction, shall be entitled to rely exclusively upon all acts, deeds, and omissions of the Agent, which shall all be binding upon you, the same as if the agent's acts, deeds, and omissions your own. By accepting the appointment the Agent warrants and represents that it has the full power, and authority, to act in your behalf, and that they shall fully, faithfully, and completely perform all acts for you for all purposes provided for in the agreement.

B. Termination of Appointment.

The appointment can be terminated by ASCRL at any time, for any reason, for cause, and or without any cause. ASCRL shall determine, in its sole and absolute discretion, when such termination will be effective. Upon termination, you shall modify your registration with ASCRL and update any changes needed to your account information to act in your own behalf.

The Principal and or Agent may terminate the Agent's Authority, by noticing the termination on the ASCRL web portal. Such termination will be effective 90 (ninety) days after ASCRL receives the notice on the portal, except that if such termination occurs during an open claims period such termination shall be effective 90 (ninety) days after the close of the open claims period. The distributions of any remuneration shall be made in accordance with the appointment until the termination becomes effective.

C. Payments Pending Dispute.

If a dispute arises in connection with a payment to you or the Agent, ASCRL may withhold the payment until the Agent and you obtain a final arbitration order directing ASCRL in regard to the payment. The Principal and or Agent may forfeit the payment if the arbitration is not resolved within twelve (12) months.

D. Indemnity.

You and the Agent do jointly and severally agree to indemnify, protect, defend, and hold harmless, ASCRL, its officers directors, employees, and agents (herein the "indemnified parties") from and for any and all claims, demands, actions, proceedings, liability, and costs (including legal fees, investigation fees, administration fees, arbitration fees,

and or court costs), that they may incur and or that may arise out of or in connection with any acts taken by the Agent or you, and or any of the indemnified parties' own acts (except those that constitute a violation of federal or state

statute, that constitute a willful tort, or that arise solely from their own gross negligence) and that concern their dealings with you and the Agent. This indemnity supplements and does not replace any other indemnity you provide to the indemnified parties.

E. Resolution of Disputes With Agent.

If a dispute arises concerning this agreement, the Agent, and or Principal, and any dealings between them or with them, it shall be resolved exclusively by binding arbitration as provided for in this ASCRL Membership Agreement.

F. Execution of Agency Agreement.

Your appointment of an agent may be executed electronically. Electronic copies of the appointment shall be binding as originals, and shall be relied upon by ASCRL, the Agent, the Principal, and any other party to whom the Appointment may be provided. The appointment is subject to acceptance by ASCRL, and it may be refused by ASCRL with or without cause.