NEW CLIENT REGISTRATION BANK DOMAIN PLACEMENT

I. The Parties. Applicant Managers for the Allure media <u>amabank.net</u> service including one (1) brochure(at the bank domain Principal price) management distribution web clearing house host, the agreement give Manager account access a Bank domain Tourism and art-visual clearing house connected at Allure media coliseum network market:

II. The Network.

The education one use is the main reason for operate funds in an Allure distribution. Principal wwwave estate is international communication investor interested in the culture and is dedicated to direct it with continual supervision conversed in direction by SMS telephone text to Allure media agency operator which changes and contacts the clients in your(Management) Allure culture identification evolved by the shareholders taking part on distribution GDP value.

- III. Bank domain record. Online economic system base on IN and OUT registered wwwave website commission content.
- IV. authorized IN-licence mediation. Digital brochure, expert interviews series, real life event, customer review, customer website, employee podcast, product usage, deals offers, price guide, sneak peak, consumption stories, video competitions, personal biography. Compete with network, commercial conversation search, direct shares waves.
- V. authorized OUT-licence mediation. Trademark network, distribution, post shares in owned bank domain, private sponsorships evolution inside Allure with feedback legally performed outside wwwave website, culture identification independent wwwave estate never on drive way group tour, no reproduction matrix from social media channel.
- VI. Business legal description. The real estate purchase property is a service:

Internet broadcasting and web search portals, industry #519130

The wwwave website real estate and Principal personal property shall be collectively known as the "Bank domain " real estate user account resident as the New client for a permanent manager entitlement placement role, from the current agreement get registered in Allure media as active account.

VII. Copyright law important point defining Allure web 2.0 distribution service. Web 2.0, sometimes called participatory Web, designates all the technics, functionalities and uses that have followed the original form, www or World Wide Web, characterized by greater simplicity and interactivity. It concerns in particular the interfaces and exchanges allowing Internet users with little technical knowledge to appropriate the functionalities of the Web. On the one hand, they can contribute to the exchange of information and interact (share, exchange, etc.) in a simple way, both in terms of the content and the structure of the pages, and on the other hand between themselves, notably creating the social Web.

Cancelation or eviction: The following contract is canceled either by the author of a Bank domain network or an Allure media agent authorized to terminate a client access without previous notice necessary, this does not imply any other agreement that the client may have. Contract have to be processed until the duration defined for is end.

VIII. I agree to respect the Allure media network interaction conditions.

*Please take a video of yourself with a mobile device during the signature and use an appropriate camera to scan the last signature page, the client manager is responsible for providing these two proofs of consent for the owner Bank domain administration.

File attachment

- **A.** Official new client signature video.
- **B.** Allure media agreement scanned contract.

1. INTERPRETATION.

- Broadcaster.

Means a body that, in the course of operating a broadcasting undertaking, broadcasts a communication signal in accordance with the law of the country in which the broadcasting undertaking is carried on, but excludes a body whose primary activity in relation to communication signals is their retransmission; (broadcasting company)

- Cinematographic Work.

Includes any work expressed by any process analogous to cinematography, whether or not accompanied by a soundtrack; (cinematographic works)

- Collective Society.

Means a society, association or corporation that carries on the business of collective administration of copyright or of the remuneration right conferred by section 19 or 81 for the benefit of those who, by assignment, grant of licence, appointment of it as their agent or otherwise, authorize it to act on their behalf in relation to that collective administration, and

- (a) operates a licensing scheme, applicable in relation to a repertoire of works, performer's performances, sound recordings or communication signals of more than one author, performer, sound recording maker or broadcaster, pursuant to which the society, association or corporation sets out classes of uses that it agrees to authorize under this Act, and the royalties and terms and conditions on which it agrees to authorize those classes of uses, or
- (b) carries on the business of collecting and distributing royalties or levies payable under this Act in relation to a repertoire of works, performer's performances, sound recordings or communication signals of more than one author, performer, sound recording maker or broadcaster; (management company)

- Commercially Available.

Means, in relation to a work or other subject-matter,

- (a) available on the Canadian market within a reason- able time and for a reasonable price and may be located with reasonable effort, or
- (b) for which a licence to reproduce, perform in public or communicate to the public by telecommunication is available from a collective society within a reasonable time and for a reasonable price and may be located with reasonable effort; (accessible on the market)

- Communication Signal.

Means radio waves transmitted through space without any artificial guide, for reception by the public; (communication signal)

- Compilation.

Means

- (a) a work resulting from the selection or arrange- ment of literary, dramatic, musical or artistic works or of parts thereof, or
- (b) a work resulting from the selection or arrange- ment of data; (compilation)

- Computer Program.

Means a set of instructions or statements, expressed, fixed, embodied or stored in any manner, that is to be used directly or indirectly in a computer in order to bring about a specific result; (computer program)

- Copyright.

Means the rights described in

- (a) section 3, in the case of a work,
- (b) sections 15 and 26, in the case of a performer's performance,
- (c) section 18, in the case of a sound recording, or
- (d) section 21, in the case of a communication signal; (copyright)

- Country.

Includes any territory; (pays)

- Dramatic Work.

Includes

- (a) any piece for recitation, choreographic work or mime, the scenic arrangement or acting form of which is fixed in writing or otherwise,
- (b) any cinematographic work, and
- (c) any compilation of dramatic works; (*dramatic work*)

- Educational Institution.

Means

- (a) a non-profit institution licensed or recognized by or under an Act of Parliament or the legislature of a province to provide pre-school, elementary, secondary or post-secondary education,
- (b) a non-profit institution that is directed or con- trolled by a board of education regulated by or under an Act of the legislature of a province and that pro- vides continuing, professional or vocational education or training,
- (c) a department or agency of any order of govern- ment, or any nonprofit body, that controls or super- vises education or training referred to in paragraph (a) or (b), or
- (d) any other non-profit institution prescribed by regulation; (educational institution)

Lecture.

Includes address, speech and sermon; (conference)

- Legal Representatives.

Includes heirs, executors, administrators, successors and assigns, or agents or attorneys who are thereunto duly authorized in writing; (*legal representatives*)

- Maker.

Means

- (a) in relation to a cinematographic work, the person by whom the arrangements necessary for the making of the work are undertaken, or
- (b) in relation to a sound recording, the person by whom the arrangements necessary for the first fixation of the sounds are undertaken; (producer)

- Minister.

Means the Minister of Industry; (minister)

- Musical Work.

Means any work of music or musical composition, with or without words, and includes any compilation thereof; (*musical work*)

- Performance.

Means any acoustic or visual representation of a work, performer's performance, sound record- ing or communication signal, including a representation made by means of any mechanical instrument, radio receiving set or television receiving set; (representation or performance)

- Performer's Performance.

Means any of the following when done by a performer:

- (a) a performance of an artistic work, dramatic work or musical work, whether or not the work was previously fixed in any material form, and whether or not the work's term of copyright protection under this Act has expired,
- (b) a recitation or reading of a literary work, whether or not the work's term of copyright protection under this Act has expired, or
- (c) an improvisation of a dramatic work, musical work or literary work, whether or not the improvised work is based on a pre-existing work; (prestation)

- Photograph.

Includes photo-lithograph and any work expressed by any process analogous to photography; (photography)

- Plate.

Includes

- (a) any stereotype or other plate, stone, block, mould, matrix, transfer or negative used or intended to be used for printing or reproducing copies of any work, and
- (b) any matrix or other appliance used or intended to be used for making or reproducing sound recordings, performer's performances or communication signals; (plate)

- Premises.

Means, in relation to an educational institution, a place where education or training referred to in the definition "educational institution" is provided, con- trolled or supervised by the educational institution; (*local*)

- Sound Recording.

Means a recording, fixed in any mate- rial form, consisting of sounds, whether or not of a performance of a work, but excludes any soundtrack of a cinematographic work where it accompanies the cinematographic work; (sound recording)

- Telecommunication.

Means any transmission of signs, signals, writing, images or sounds or intelligence of any nature by wire, radio, visual, optical or other electromagnetic system; (telecommunication)

- Work.

Includes the title thereof when such title is original and distinctive; (artwork)

- Work Of Joint Authorship.

Means a work produced by the collaboration of two or more authors in which the contribution of one author is not distinct from the contribution of the other author or authors; (collaborative work)

- Compilations.

A compilation containing two or more of the categories of literary, dramatic, musical or artistic works shall be deemed to be a compilation of the category making up the most substantial part of the compilation.

- Definition Of Maker.

For greater certainty, the arrangements referred to in paragraph (b) of the definition maker in section 2, as that term is used in section 19 and in the definition eligible maker in section 79, include arrangements for entering into contracts with performers, financial arrangements and technical arrangements required for the first fixation of the sounds for a sound recording.

- Definition Of Publication.

For the purposes of this Act, *publication* means

- (a) in relation to works,
 - (i) making copies of a work available to the public,
 - (ii) the construction of an architectural work, and
 - (iii) the incorporation of an artistic work into an architectural work, and
- (b) in relation to sound recordings, making copies of a sound recording available to the public, but does not include
- (c) the performance in public, or the communication to the public by telecommunication, of a literary, dramatic, musical or artistic work or a sound recording, or
- (d) the exhibition in public of an artistic work.

- Communication To The Public By Telecommunication.

For the purposes of communication to the public by telecommunication,

- (a) persons who occupy apartments, hotel rooms or dwelling units situated in the same building are part of the public, and a communication intended to be received exclusively by such persons is a communication to the public;
- (b) a person whose only act in respect of the communication of a work or other subject-matter to the pub- lic consists of providing the means of telecommunication necessary for another person to so communicate the work or other subject-matter does not communicate that work or other subject-matter to the public; and
- (c) where a person, as part of
 - (i) a network, within the meaning of the *Broadcasting Act*, whose operations result in the communication of works or other subject-matter to the public, or
 - (ii) any programming undertaking whose operations result in the communication of works or other subject-matter to the public,

transmits by telecommunication a work or other subject matter that is communicated to the public by an- other person who is not a retransmitter of a signal within the meaning of subsection 31(1), the transmis- sion and communication of that work or other subject- matter by those persons constitute a single communication to the public for which those persons are jointly and severally liable.

- What Constitutes Rental.

For the purposes of paragraphs 3(1)(h) and (i), 15(1)(c) and 18(1)(c), an arrangement, whatever its form, constitutes a rental of a computer program or sound recording if, and only if,

- (a) it is in substance a rental, having regard to all the circumstances; and
- (b) it is entered into with motive of gain in relation to the overall operations of the person who rents out the computer program or sound recording, as the case may be.

- Motive Of Gain.

For the purpose of paragraph (1)(b), a person who rents out a computer program or sound recording with the intention of recovering no more than the costs, including overhead, associated with the rental operations does not by that act alone have a motive of gain in relation to the rental operations.

- Exclusive Distributor.

The Governor in Council may make regulations establishing distribution criteria for the purpose of paragraph (b) of the definition exclusive distributor in section.

- Exclusive Licence.

For the purposes of this Act, an exclusive licence is an authorization to do any act that is subject to copyright to the exclusion of all others including the copyright owner, whether the authorization is granted by the owner or an exclusive licensee claiming under the owner.

2. COPYRIGHT AND MORAL RIGHTS IN WORKS.

- Copyright in works.

For the purposes of this Act, *copyright*, in relation to a work, means the sole right to produce or reproduce the work or any substantial part thereof in any material form whatever, to perform the work or any substantial part thereof in public or, if the work is unpublished, to publish the work or any substantial part thereof, and includes the sole right

- (a) to produce, reproduce, perform or publish any translation of the work,
- (b) in the case of a dramatic work, to convert it into a novel or other non-dramatic work,
- (c) in the case of a novel or other non-dramatic work, or of an artistic work, to convert it into a dramatic work, by way of performance in public or otherwise,
- (d) in the case of a literary, dramatic or musical work, to make any sound recording, cinematograph film or other contrivance by means of which the work may be mechanically reproduced or performed,
- (e) in the case of any literary, dramatic, musical or artistic work, to reproduce, adapt and publicly present the work as a cinematographic work,

- (f) in the case of any literary, dramatic, musical or artistic work, to communicate the work to the public by telecommunication,
- (g) to present at a public exhibition, for a purpose other than sale or hire, an artistic work created after June 7, 1988, other than a map, chart or plan,
- (h) in the case of a computer program that can be re- produced in the ordinary course of its use, other than by a reproduction during its execution in conjunction with a machine, device or computer, to rent out the computer program,
- (i) in the case of a musical work, to rent out a sound recording in which the work is embodied, and
- (j) in the case of a work that is in the form of a tangible object, to sell or otherwise transfer ownership of the tangible object, as long as that ownership has never previously been transferred in or outside Canada with the authorization of the copyright owner, and to authorize any such acts.

- First publication.

The first publication described in subparagraph (1)(c)(i) or (ii) is deemed to have occurred in a treaty country notwithstanding that it in fact occurred previously elsewhere, if the interval between those two publications did not exceed thirty days.

- Term of copyright.

The term for which copyright shall subsist, except as otherwise expressly provided by this Act, be the life of the author, the remainder of the calendar year in which the author dies, and a period of fifty years following the end of that calendar year.

- Anonymous and pseudonymous works.

Except as provided in section 6.2 and in subsection (2), where the identity of the author of a work is un-known, copyright in the work shall subsist until the end of 75 years following the end of the calendar year in which the work is made. However, if the work is published before the copyright expires, the copyright continues until the earlier of the end of 75 years following the end of the calendar year in which the first publication oc- curs and 100 years following the end of the calendar year in which the work was made.

Identity of author commonly known.

Where, during any term referred to in subsection (1), the author's identity becomes commonly known, copyright shall subsist for the life of whichever of those authors dies last, the remainder of the calendar year in which that author dies and a period of 50 years following the end of that calendar year.

- Cases of joint authorship.

In the case of a work of joint authorship, except as provided in section 6.2, copyright shall subsist during the life of the author who dies last, for the remainder of the calendar year of that author's death, and for a period of fifty years following the end of that calendar year, and references in this Act to the period after the expiration of any specified number of years from the end of the calendar year of the death of the author shall be construed as references to the period after the expiration of the like number of years from the end of the calendar year of the death of the author who dies last.

- Nationals of other countries.

Authors who are nationals of any country, other than a country that is a party to the Canada–United States–Mexico Agreement, that grants a term of protection shorter than that mentioned in subsection (1) are not entitled to claim a longer term of protection in Canada.

- Ownership of copyright.

Subject to this Act, the author of a work shall be the first owner of the copyright therein.

- Work made in the course of employment.

Where the author of a work was in the employment of some other person under a contract of service or apprenticeship and the work was made in the course of his employment by that person, the person by whom the author was employed shall, in the absence of any agreement to the contrary, be the first owner of the copyright, but where the work is an article or other contribution to a newspaper, magazine or similar periodical, there shall, in the absence of any agreement to the contrary, be deemed to be reserved to the author a right to restrain the publication of the work, otherwise than as part of a newspaper, magazine or similar periodical.

Assignments and licences.

The owner of the copyright in any work may assign the right, either wholly or partially, and either generally or subject to limitations relating to territory, medium or sector of the market or other limitations relating to the scope of the assignment, and either for the whole term of the copyright or for any other part thereof, and may grant any interest in the right by licence, but no assignment or grant is valid unless it is in writing signed by the owner of the right in respect of which the assignment or grant is made, or by the owner's duly authorized agent.

- Ownership in case of partial assignment.

Where, under any partial assignment of copyright, the assignee becomes entitled to any right comprised in copyright, the assignee, with respect to the rights so as- signed, and the assignor, with respect to the rights not assigned, shall be treated for the purposes of this Act as the owner of the copyright, and this Act has effect accordingly.

- Assignment of right of action.

For greater certainty, it is deemed always to have been the law that a right of action for infringement of copyright may be assigned in association with the assign- ment of the copyright or the grant of an interest in the copyright by licence.

- Exclusive licence.

For greater certainty, it is deemed always to have been the law that a grant of an exclusive licence in a copyright constitutes the grant of an interest in the copy- right by licence.

- Limitation where author is first owner of copyright.

Where the author of a work is the first owner of the copyright therein, no assignment of the copyright and no grant of any interest therein, made by him, otherwise than by will, after June 4, 1921, is operative to vest in the assignee or grantee any rights with respect to the copyright in the work beyond the expiration of twenty-five years from the death of the author, and the reversionary interest in the copyright expectant on the termination of that period shall, on the death of the author, notwithstanding any agreement to the contrary, devolve on his legal representatives as part of the estate of the author, and any agreement entered into by the author as to the disposition of such reversionary interest is void.

- Moral rights.

The author of a work has, subject to section 28.2, the right to the integrity of the work and, in connection with an act mentioned in section 3, the right, where reasonable in the circumstances, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous.

- No assignment of moral rights.

Moral rights may not be assigned but may be waived in whole or in part.

- No waiver by assignment.

An assignment of copyright in a work does not, by that act alone constitute a waiver of any moral rights.

- Effect of waiver.

Where a waiver of any moral right is made in favour of an owner or a licensee of copyright, it may be invoked by any person authorized by the owner or licensee to use the work, unless there is an indication to the contrary in the waiver.

- Term.

Moral rights in respect of a work subsist for the same term as the copyright in the work.

- Succession.

The moral rights in respect of a work pass, on the death of its author, to

- (a) the person to whom those rights are specifically bequeathed;
- (b) where there is no specific bequest of those moral rights and the author dies testate in respect of the copyright in the work, the person to whom that copy- right is bequeathed; or
- (c) where there is no person described in paragraph (a) or (b), the person entitled to any other property in respect of which the author dies intestate.

3. RIGHTS OF BROADCASTERS.

- Copyright in communication signals.

Subject to subsection (2), a broadcaster has a copyright in the communication signals that it broad- casts, consisting of the sole right to do the following in relation to the communication signal or any substantial part thereof:

- (a) to fix it,
- (b) to reproduce any fixation of it that was made without the broadcaster's consent,
- (c) to authorize another broadcaster to retransmit it to the public simultaneously with its broadcast, and
- (d) in the case of a television communication signal, to perform it in a place open to the public on payment of an entrance fee, and to authorize any act described in paragraph (a), (b) or (d).

- Conditions for copyright.

Subsection (1) applies only if the broadcaster

- (a) at the time of the broadcast, had its headquarters in Canada, in a country that is a WTO Member or in a Rome Convention country; and
- (b) broadcasts the communication signal from that country.

4. TERM OF RIGHTS.

Term of copyright — performer's performance.

Subject to this Act, copyright in a performer's performance subsists until the end of 50 years after the end of the calendar year in which the performance occurs. However,

- (a) if the performance is fixed in a sound recording before the copyright expires, the copyright continues until the end of 70 years after the end of the calendar year in which the first fixation of the performance in a sound recording occurs; and
- (b) if a sound recording in which the performance is fixed is published before the copyright expires, the copyright continues until the earlier of the end of 75 years after the end of the calendar year in which the first such publication occurs and the end of 100 years after the end of the calendar year in which the first fixation of the performance in a sound recording occurs.

Term of copyright — sound recording.

Subject to this Act, copyright in a sound recording subsists until the end of 70 years after the end of the calendar year in which the first fixation of the sound record- ing occurs. However, if the sound recording is published before the copyright expires, the copyright continues un- til the earlier of the end of 75 years after the end of the calendar year in which the first publication of the sound recording occurs and the end of 100 years after the end of the calendar year in which that first fixation occurs.

Term of copyright — communication signal.

Subject to this Act, copyright in a communication signal subsists until the end of 50 years after the end of the calendar year in which the communication signal is broadcast.

- Term of right to remuneration.

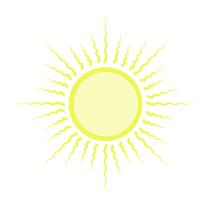
The rights to remuneration conferred on performers and makers by section 19 have the same terms, respectively, as those provided by subsections (1) and (1.1).

5. OWNERSHIP OF COPYRIGHT.

- Ownership of copyright.

The first owner of the copyright

- (a) in a performer's performance, is the performer;
- (b) in a sound recording, is the maker; or
- (c) in a communication signal, is the broadcaster that broadcasts it.



6. INFRINGEMENT OF COPYRIGHT AND MORAL RIGHTS AND EXCEPTIONS TO INFRINGEMENT.

- Infringement generally.

It is an infringement of copyright for any person to do, without the consent of the owner of the copyright, anything that by this Act only the owner of the copyright has the right to do.

- Secondary infringement.

It is an infringement of copyright for any person to

- (a) sell or rent out,
- (b) distribute to such an extent as to affect prejudicially the owner of the copyright,
- (c) by way of trade distribute, expose or offer for sale or rental, or exhibit in public,
- (d) possess for the purpose of doing anything referred to in paragraphs (a) to (c), or
- (e) import into Canada for the purpose of doing any- thing referred to in paragraphs (a) to (c),

a copy of a work, sound recording or fixation of a per- former's performance or of a communication signal that the person knows or should have known infringes copy- right or would infringe copyright if it had been made in Canada by the person who made it.

- Clarification.

For greater certainty, a copy made outside Canada does not infringe copyright under subsection (2) if, had it been made in Canada, it would have been made under a limitation or exception under this Act.

Secondary infringement — exportation.

It is an infringement of copyright for any person, for the purpose of doing anything referred to in paragraphs (2)(a) to (c), to export or attempt to export a copy — of a work, sound recording or fixation of a per- former's performance or of a communication signal — that the person knows or should have known was made without the consent of the owner of the copyright in the country where the copy was made.

- Exception.

Subsection (2.11) does not apply with respect to a copy that was made under a limitation or exception un- der this Act or, if it was made outside Canada, that would have been made under such a limitation or exception had it been made in Canada.

Secondary infringement related to lesson.

It is an infringement of copyright for any person to do any of the following acts with respect to anything that the person knows or should have known is a lesson, as defined in subsection 30.01(1), or a fixation of one:

- (a) to sell it or to rent it out;
- (b) to distribute it to an extent that the owner of the copyright in the work or other subject-matter that is included in the lesson is prejudicially affected;
- (c) by way of trade, to distribute it, expose or offer it for sale or rental or exhibit it in public;
- (d) to possess it for the purpose of doing anything referred to in any of paragraphs (a) to (c);
- (e) to communicate it by telecommunication to any person other than a person referred to in paragraph 30.01(3)(a); or
- (f) to circumvent or contravene any measure taken in conformity with paragraph 30.01(6)(b), (c) or (d).

Infringement — provision of services.

It is an infringement of copyright for a person, by means of the Internet or another digital network, to pro- vide a service primarily for the purpose of enabling acts of copyright infringement if an actual infringement of copyright occurs by means of the Internet or another digital network as a result of the use of that service.

- Factors.

In determining whether a person has infringed copyright under subsection (2.3), the court may consider

- (a) whether the person expressly or implicitly market- ed or promoted the service as one that could be used to enable acts of copyright infringement;
- (b) whether the person had knowledge that the service was used to enable a significant number of acts of copyright infringement;
- (c) whether the service has significant uses other than to enable acts of copyright infringement;
- (d) the person's ability, as part of providing the service, to limit acts of copyright infringement, and any action taken by the person to do so;
- (e) any benefits the person received as a result of enabling the acts of copyright infringement; and
- (f) the economic viability of the provision of the service if it were not used to enable acts of copyright infringement.

Knowledge of importer.

In determining whether there is an infringement un- der subsection (2) in the case of an activity referred to in any of paragraphs (2)(a) to (d) in relation to a copy that was imported in the circumstances referred to in paragraph (2)(e), it is irrelevant whether the importer knew or should have known that the importation of the copy infringed copyright.

- Plates.

It is an infringement of copyright for any person to make or possess a plate that has been specifically designed or adapted for the purpose of making infringing copies of a work or other subject-matter.

- Public performance for profit.

It is an infringement of copyright for any person, for profit, to permit a theatre or other place of entertainment to be used for the performance in public of a work or other subject-matter without the consent of the owner of the copyright unless that person was not aware, and had no reasonable ground for suspecting, that the performance would be an infringement of copyright.

7. COPYRIGHT BOARD.

- Establishment.

There is established a Board to be known as the Copyright Board, consisting of not more than five members, including a Chair and a Vice-chair, to be appointed by the Governor in Council.

- Service.

The members of the Board shall be appointed to serve either full-time or part-time.

- Chair.

The Chair must be a judge, either sitting or retired, of a superior court.

- Tenure.

Each member of the Board shall hold office during good behaviour for a term not exceeding five years, but may be removed at any time by the Governor in Council for cause.

- Re-appointment.

A member of the Board is eligible to be re-appointed once only.

- Prohibition.

A member of the Board shall not be employed in the public service within the meaning of the *Federal Public Sector Labour Relations Act* during the member's term of office.

- Members deemed public service employees.

A full-time member of the Board, other than the Chair, is deemed to be employed in

- (a) the public service for the purposes of the *Public Service* Superannuation Act; and
- (b) the federal public administration for the purposes of any regulations made pursuant to section 9 of the *Aeronautics Act*.

- Duties of Chair.

The Chair shall direct the work of the Board and apportion its work among its members.

- Absence or incapacity of Chair.

If the Chair is absent or incapacitated or if the office of Chair is vacant, the Vice-chair has all the powers and functions of the Chair during the absence, incapacity or vacancy.

- Duties of Vice-chair.

The Vice-chair is the chief executive officer of the Board and has supervision over and direction of the Board and its staff.

Remuneration and expenses.

The members of the Board shall be paid such remuneration as may be fixed by the Governor in Council and are entitled to be paid reasonable travel and living expenses incurred by them in the course of their duties under this Act while absent from their ordinary place of residence.

- Conflict of interest prohibited.

A member of the Board shall not, directly or in- directly, engage in any activity, have any interest in a business or accept or engage in any office or employment that is inconsistent with the member's duties.

- Termination of conflict of interest.

Where a member of the Board becomes aware that he is in a conflict of interest contrary to subsection (1), the member shall, within one hundred and twenty days, terminate the conflict or resign.

- Staff.

Such officers and employees as are necessary for the proper conduct of the work of the Board shall be appointed in accordance with the *Public Service Employ-ment Act*.

- Idem.

The officers and employees referred to in subsection (1) shall be deemed to be employed in the public service for the purposes of the *Public Service Superannuation Act*.

- Technical assistance.

The Board may engage on a temporary basis the services of persons having technical or specialized knowledge to advise and assist in the performance of its duties and the Board may, in accordance with Treasury Board directives, fix and pay the remuneration and expenses of those persons.

Concluding matters after membership expires.

A member of the Board whose term expires may conclude the matters that the member has begun to consider.

- Decisions.

Matters before the Board shall be decided by a majority of the members of the Board and the presiding member shall have a second vote in the case of a tie.

- Fair and equitable.

The Board shall fix royalty and levy rates and any related terms and conditions under this Act that are fair and equitable, in consideration of

- (a) what would have been agreed upon between a will- ing buyer and a willing seller acting in a competitive market with all relevant information, at arm's length and free of external constraints;
- (b) the public interest;
- (c) any regulation made under subsection 66.91(1); and
- (d) any other criterion that the Board considers appropriate.

Informal and expeditious.

All matters before the Board shall be dealt with as informally and expeditiously as the circumstances and considerations of fairness permit but, in any case, within any period or no later than any day provided for under this Act.

- For greater certainty.

For greater certainty, any person or entity may authorize any other person or entity to act on their behalf in any matter before the Board.

- Case manager.

The Chair may assign a member, officer or employee of the Board or a person engaged under sub-section 66.4(3) to act as a case manager of a matter before the Board.

- Powers.

The case manager may give any directions or make any orders with respect to the case management of the matter, but is not permitted to make a direction or order that is inconsistent with

- (a) this Act;
- (b) regulations made under subsection 66.6(1), unless authorized to do so under regulations made under paragraph 66.6(1.1)(b); or
- (c) regulations made under paragraph 66.91(2)(a) to (c), unless authorized to do so under regulations made under paragraph 66.91(2)(d).

- Deemed direction or order of Board.

A direction given, or an order made, by a case manager is deemed to be a direction or order of the Board, including for the purposes of paragraph 28(1)(j) of the *Federal Courts Act*.

- Delegation.

The Chair may delegate his or her power under sub- section (1) to the Vice-chair.

- Interim decisions.

The Board may, on application, make an interim decision.

- Variation of decisions.

A decision of the Board respecting royalties or their related terms and conditions that is made under subsection 70(1), 71(2), 76.1(1) or 83(8) may, on application, be varied by the Board if, in its opinion, there has been a material change in circumstances since the deci- sion was made.

- Regulations.

The Board may, with the approval of the Governor in Council, make regulations governing

- (a) the practice and procedure in respect of the Board's hearings, including the number of members of the Board that constitutes a quorum;
- (b) the time and manner in which applications and notices must be made or given;
- (c) the establishment of forms for the making or giving of applications and notices: and
- (d) the carrying out of the work of the Board, the management of its internal affairs and the duties of its officers and employees.

- Case management.

The Board may, with the approval of the Governor in Council, make regulations governing the case manage- ment of matters before the Board, including regulations

- (a) governing the directions a case manager may give and the orders they may make; and
- (b) authorizing a case manager to give a direction or make an order that adapts, restricts or excludes the application of any provision of regulations made un- der subsection (1) to a matter or any step in a matter.

- Publication of proposed regulations.

A copy of each regulation that the Board proposes to make under subsection (1) or (1.1) shall be published in the *Canada Gazette* at least 60 days before the regulation's proposed effective date, and a reasonable opportunity shall be given to interested persons to make representations with respect to the regulation.

- Exception.

No proposed regulation that has been published pur- suant to subsection (2) need again be published under that subsection, whether or not it has been altered as a result of representations made with respect thereto.

- General powers, etc.

The Board has, with respect to the attendance, swearing and examination of witnesses, the production and inspection of documents, the enforcement of its deci- sions and other matters necessary or proper for the due exercise of its jurisdiction, all such powers, rights and privileges as are vested in a superior court of record.

- Enforcement of decisions:

Any decision of the Board may, for the purposes of its enforcement, be made an order of the Federal Court or of any superior court and is enforceable in the same manner as an order thereof.

- Procedure.

To make a decision of the Board an order of a court, the usual practice and procedure of the court in such matters may be followed or a certified copy of the deci- sion may be filed with the registrar of the court and thereupon the decision becomes an order of the court.

- Effect of variation of decision.

Where a decision of the Board that has been made an order of a court is varied by a subsequent decision of the Board, the order of the court shall be deemed to have been varied accordingly and the subsequent decision may, in the same manner, be made an order of the court.

- Distribution, publication of notices.

Independently of any other provision of this Act relating to the distribution or publication of information or documents by the Board, the Board may at any time cause to be distributed or published, in any manner and on any terms and conditions that it sees fit, any notice that it sees fit to be distributed or published.

- Studies.

The Board shall conduct such studies with respect to the exercise of its powers as are requested by the Minister.

- Report.

The Board shall, not later than August 31 in each year, submit to the Governor in Council through the Minister an annual report on the Board's activities for the preceding year describing briefly the applications made to the Board, the Board's decisions and any other matter that the Board considers relevant.

- Tabling.

The Minister shall cause a copy of each annual report to be laid before each House of Parliament on any of the first fifteen days on which that House is sitting after the Minister receives the report.

- Regulations.

The Governor in Council may make regulations issuing policy directions to the Board and establish- ing general criteria to be applied by the Board or to which the Board must have regard

- (a) in establishing fair and equitable royalties to be paid pursuant to this Act; and
- (b) in rendering its decisions in any matter within its jurisdiction.

Regulations regarding time.

The Governor in Council may make regulations

- (a) establishing the day by which, or the period within which, a matter before the Board — and any procedural step in the matter, whether set out in a provision of this Act or not — must be completed;
- (b) establishing the minimum length of the effective period for the purposes of subsections 68.1(2) and 83(4);
- (c) establishing a day for the purposes of paragraph 73.4(b); and
- (d) authorizing the Board or a case manager to give a direction or make an order that adapts, restricts or excludes the application of any provision of regulations made under any of paragraphs (a) to (c) to a matter or any step in a matter.

- Inconsistency or conflict.

Regulations made under subsection (2) prevail over regulations made under subsection 66.6(1) or (1.1) to the extent of an inconsistency or conflict between them.

8. SOCIAL WEB.

The Social Web refers to a vision of the Internet considered as a space for socialization, a place where one of its main functions is to make users interact with each other in order to ensure a continuous production of content.

9. GENERAL SUBJECTS.

Distribution general subjects.

Medicine/Health. Care/Mental Health. Education. Science.

Manufacturers. Communications 7 Transportation.

Sports/Leisure/Entertainment. Banking/Finance/Investments.

Construction/Construction Materials. Art.

Engineering/Mathematics. Animals.

Food and Beverage Industry. Computer/Technology.

Law/Law Firms. Energy/Electricity. Environment And Conversation.

Agriculture/Agronomy. Natural Resources. Business.

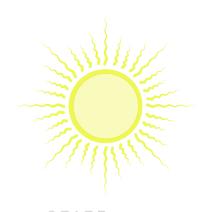
Law Enforcement/Security. Retail/Wholesale. Management.

Industrial Relations.

10. NEW CLIENT.

CULTURE IDENTIFICATION

CLIENT SIGNATURE MANAGER SIGNATURE



CITY:

BILL TO - CLIENT:

NAME:

WWWAVE ESTATE INITIATOR PRODUCER

NEW ALLURE ACCOUNT @Tourism & Visual Art\$