

Exploitation Agreement Annex Heirs



Sena number:

By signing this Annex, the participant agrees to replace Article 1 of the Exploitation Agreement with the following new text.

Article 1

1. Participant instructs Sena and grants it a mandate, if and insofar as Sena is not directly authorized to do this by virtue of article 15 Nra, to exercise and enforce, to the exclusion of any other and of himself, the rights and claims he is entitled to at present and in the future
 - a. by virtue of article 7 Nra, including (secondary) publication per cable, as well as those
 - b. which ensue from article 12 of the Convention of Rome of 26 October 1961 (Treaty Series 1986, 182) or from other international agreements with respect to forms of publication as described in article 7 Nra, to which the Netherlands have acceded, in its own name in the Netherlands, such with the right of substitution.
2. The assignment described in paragraph 1 applies within as well as outside the Netherlands, unless participant has informed Sena in writing of the fact that he or she has entered into an exploitation agreement with a foreign organization, whose activities are the same as or similar to Sena's, or unless Sena has notified participant in writing and with reasons given of the fact that they will not perform the exercise and enforcement of rights or cause them to be performed in a specific country.
3. The participant shall not invoke any lack of permission to record the phonogram published for commercial purposes and/or the performance in the audiovisual work that is communicated to the public in the manner referred to in paragraph 2 against the person towards whom Sena has exercised the authority referred to in paragraph 2, and declares that Sena can indemnify those towards whom it exercises the authority referred to in paragraph 2 against claims by the participant that go beyond the remuneration to be collected by Sena, and declares that he or she will not bring such claims against those towards whom Sena exercises the authority referred to in paragraph 2. This does not affect the moral rights to which the participant (if he/she is a performer) is entitled based on Article 5 of the WNR, which fall outside the scope of Sena's mandate. The provisions of the first sentence do not apply insofar as an exception to the assignment and mandate granted to Sena in paragraph 2 has been agreed with Sena by or on behalf of the participant ("opt-out"). The opt-out shall have no retroactive effect and shall not affect the indemnifications previously granted by Sena, nor the participant's claim to his or her share of the fees previously collected by Sena under the mandate granted under paragraph 2
4. The mandate described in paragraphs 1 and 2 applies to the Sena Rights for the territories for which the participant has specifically authorized Sena in writing (via MySena).

(ON BEHALF OF) THE PARTICIPANT

Name:
Position:

Signature: _____

Date: Place: