

Exploitation Agreement Annex Performers



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. The participant instructs and authorises Sena, if and insofar as Sena does not derive the authority to do so directly from Article 15 of the WNR, to the exclusion of all others and itself, to exercise the rights and claims to which he or she is entitled to now and in the future;
 - a. pursuant to Article 7 of the WNR, including (secondary) communication to the public by cable, as well as
 - b. those arising under Article 12 of the Rome Convention of 26 October 1961 (Treaty series. 1986, 182) or under other international agreements concerning forms of communication to the public as defined in Article 7 of the WNR, to which the Netherlands is a party, anywhere in the world, to be exercised and enforced in its own name, with the right of substitution.
2. The participant furthermore grants Sena the assignment and the mandate to, if and insofar as Sena does not derive the power to do so directly from Article 15 of the WNR, to exercise the rights and claims to which he or she is entitled to now and in the future with regard to the broadcasting, rebroadcasting, publication by means of cable transmission or by other means or other communication to the public of a reproduction of a work published for commercial purposes, with the exception of making it available to the public within the meaning of Article 1(m) of the WNR.
 - a. phonogram and/or
 - b. recording of only sounds of a performance recorded in an audiovisual work, to be exercised and enforced in its own name, with the right of substitution.
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 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: