



**Sena number**

First names

Preferred name

Initials

Prefix

Surname

City of Birth

Date of birth

Nationality

Gender

Dutch taxpayer

No

Tax Identification Number  
(TIN)

VATNumber

Address

Postal code

City

Country

Phone number

Mobile phone number

Email address

Website

**(Note: Recent copy of your identification attached)**

**hereinafter 'participant'** and

**Foundation for the exploitation of Neighbouring Rights (Sena)**

legally represented by its Managing Director, Mr. MJ Bos

**hereinafter ('Sena')**

## CONSIDERING

- that the objective of Sena, without pursuit of profit for itself, is to protect the material and immaterial interests of performing artists and producers with respect to the neighbouring rights they are entitled to, by means of the exercise and enforcement of the rights and claims with which Sena has been entrusted, including the collection and distribution of the equitable remuneration as meant in article 7, section 1 of the Dutch Neighbouring rights act (Nra);
- that Sena has been appointed by the Minister of Justice as the legal entity which, to the exclusion of all others, has been charged with the collection and distribution of the remuneration meant in article 7 Nra;
- that Sena, in accordance with article 15, section 1 Nra, represents participant in and out of legal proceedings with respect to the determination of the extent of the remuneration, its collection as well as the exercise of the exclusive right mentioned in article 15, section 1 Nra;
- that the remuneration referred to will, on the basis of article 7, section 4 Nra, equally benefit performing artists and producers of phonograms or their assignees;
- that a performing artist should be considered to be the performing artist within the meaning of article 1 sub a Nra, i.e. the person who, as such, has contributed to a phonogram;
- that a producer should be considered to be the producer within the meaning of article 1 sub d Nra, i.e. the person or legal entity who/that, as such, has produced a phonogram for the first time or has caused first production of a phonogram and bore the risk pertaining to the investment relating to the production thereof
- that neighbouring rights in general are susceptible of transfer by succession;

## MANDATE (ASSIGNMENT)

### Article 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
  - by virtue of article 7 Nra, including (secondary) publication per cable, as well as those
  - 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.
- 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.
- 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
- 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).

## EXPLOITATION AND ENFORCEMENT

### Article 2

- Sena commits itself towards participant to exercise and enforce the rights meant in article 1 paragraphs 1 and 2 to the best of its knowledge and ability as well as to conduct all related legal transactions or to have them conducted, including entering into agreements with foreign organizations whose activities are the same as or similar to Sena's. Sena agrees to at all times inform the participant in time and in writing about the agreements Sena has concluded with such organizations.
- As to the transactions meant in paragraph 1, Sena is authorized to negotiate the remunerations to be paid by users, to conclude agreements with respect to them, to take into court any infringements of the rights entrusted to it and to collect damages and penalties.

## FINANCIAL ASPECTS

### Article 3

- Sena undertakes to pay to participant the remunerations collected by virtue of article 1 in compliance with the applicable articles of association, the regular distribution regulations, the distribution regulations for performing artists, any protocol ensuing from said articles and regulations and with the legally effected decisions of the corporation.

- Participant acknowledges that he/she was authorized by the heirs as sole person to receive the monies due to them, and that Sena is fully discharged by payment to participant in relation to every one of the heirs.
- Sena is only liable to pay the remuneration due for the use of a certain phonogram to someone other than the participant, if the latter has submitted to Sena a written request to this effect and - if Sena requests so - if the participant submits to Sena an authenticated excerpt of the deed of conveyance of the claim, and its title.
- Payment by Sena to participant or a third party as meant in paragraph 2 is indemnifying. Participant indemnifies Sena against claims of other third parties to the remunerations meant in paragraph 1.
- Participant by signing this agreement declares:
  - to be familiar with the fact that in a limitative number of countries collective management organizations deduct withholding tax from the monies they collect, before forwarding them to Sena;
  - to be familiar with the fact that in relevant cases the participant can recover these deducted taxes or can claim the right to offset these taxes against current tax liabilities in its home country, as well as
  - to be aware that it is wise to obtain advice from a tax advisor as to all fiscal aspects of, in short, the collection and payment related to the mandate received from participant.

## SPECIFIC OBLIGATIONS REPRESENTATIVE

### Article 4

- Participant must inform Sena as soon as possible in MySena of any change of address and/or bank account.
- Participant - for himself as well as for every one of the represented heirs - commits himself to, in as far as reasonably possible, generally provide Sena with all information which is essential for a proper exercise of its assignment, including the provision of correct and full information with respect to his repertoire liable to remuneration, in as far as not previously provided.
- Participant is committed to report as soon as possible his association with a foreign organization whose activities are the same as or similar to Sena's.
- If requested, participant is committed to indicate to Sena in a wellreasoned manner on what grounds participant is entitled to a remuneration related to a (phonogram of a) performance. Rejection by Sena of such a claim will be done in a well-reasoned manner.

## STATUTES AND REGULATIONS

### Article 5

- Participant will submit to the articles of association and regulations and protocols ensuing therefrom or allied thereto, as they have been decided at present and as they will be decided, revised or modified. The articles of association, regulations and protocols are available for perusal at the Registry of the District Court in Amsterdam and at the office of Sena. When signing this agreement, participant will be provided with a copy of these documents in force. Besides they will be forwarded at the request of participant, if there is a special and reasonable ground for doing so.

## PRIVACY

### Article 6

- Sena processes personal data of (representatives of) participants in conformity with the law and in an appropriate and careful way. This means, among other things, that the processing of these data will only be carried out insofar as necessary for the execution of this agreement or the fulfillment of legal obligations.
- By signing this agreement the representative and participant unequivocally consent to the processing of his personal data in the course of administrative and juridical actions pertaining to the exercise and enforcement mentioned in article 1, paragraph 1 of this agreement.

## COMMENCEMENT AND TERMINATION OF THE AGREEMENT

### Article 7

- This agreement commences on the day of signing by the representative and is entered into for an indefinite period of time.
- In case of the decease of participant or dissolution of the legal entity, participation will be terminated forthwith. In this case the assignees may appoint a representative (an authorized agent), who will conclude an agreement with Sena.
- Participant may terminate this agreement by written cancellation by 31 December of any calendar year, under observance of a term of notice of at least three months.
- Termination of this agreement by Sena is only possible if and insofar as the statutes explicitly provide for this.

## SETTLEMENT OF DISPUTES, COMPETENT COURT

### Article 8

- This agreement, the further agreements ensuing from this and the regulations as meant in article 5, are subject to Dutch law. All disputes ensuing from this agreement or its exercise, insofar as Sena's regulations do not stipulate otherwise, will be settled exclusively by the competent Court at The Hague.

Approved by the CvTA by decision dated December 22, 2022





Power of Attorney  
Exploitation agreement  
Heirs performing artists

**Sena number**

**The undersigned, granting power, being, as is evident from the attached certificate for inheritance, the sole heirs of:**

Name (full first- and last name)

Artist name

Deceased on

01-01-0001

Sena number

0

**herewith appoint as (his, her, their) authorized representative:**

First names

Prefix

Surname

Date of birth

City of Birth

Nationality

Gender

Address

Postal code

City

Country



Power of Attorney  
Exploitation agreement  
Heirs performing artists

**to act towards Sena on their behalf, to take care of their interests, to receive payment and to give acquittance.  
On behalf of the undersigned, the authorized representative thus appointed is entitled to dispose of the neighbouring rights of the testator, to which the undersigned are entitled, and in their behalf enter into the obligations ensuing from Sena's exploitation-agreement.**

Place and date		<input type="text"/>	<input type="text"/>
Name and signature	1	<input type="text"/>	<input type="text"/>
	2	<input type="text"/>	<input type="text"/>
	3	<input type="text"/>	<input type="text"/>
	4	<input type="text"/>	<input type="text"/>
	5	<input type="text"/>	<input type="text"/>

(Please make a copy of this mandate for your own files)  
(Should any data change, please apply for an 'alteration form mandate' with Sena)

(If necessary to be continued on a separate sheet)