



Sena number

Company name

Office address

Postal code and city

Country

Phone number

Other information

Legal entity

Group company

Chamber of Commerce number

(NB add extraction of Chamber of Commerce)

VAT number

Mandate

Mandate

hereinafter 'participant' and

Foundation for the exploitation of Neighbouring Rights (Sena)

legally represented by its Managing Director, Mr. MJ Bos

hereinafter ('Sena')

WHEREAS

- 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);
- 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;
- 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;
- 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;
- 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;

AGREE AS FOLLOWS

MANDATE (ASSIGNMENT)

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. 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).

EXPLOITATION AND ENFORCEMENT

Article 2

1. Sena undertakes towards participant to exercise and enforce the rights referred to 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 entered into with these organizations.
2. 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

1. 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.

2. 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.
3. 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.
4. Participant by signing this agreement declares:
a) 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;
b) 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
c) 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 PARTICIPANT

Article 4

1. The participant must update any change of address and/or bank account in MySena as soon as possible. The participant undertakes in general to provide Sena with all the information necessary for the proper exercise of its assignment, including the provision of correct and complete data concerning his/ her repertoire
2. 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.
3. 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. Rejection by Sena of such a claim will be done in a well-reasoned manner.

ARTICLES OF ASSOCIATION, REGULATIONS, PROTOCOLS

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

1. Sena processes personal data 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.
2. By signing this agreement the participant unequivocally consents 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

1. This agreement commences on the day of signing by participant and is entered into for an indefinite period of time.
2. 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 an authorized representative, who will conclude an agreement with Sena on behalf of the assignees.
3. 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.
4. Termination of this agreement by Sena is only possible if and insofar as the articles of association explicitly provide for this.

CHOICE OF LAW, 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 execution, insofar as the documents mentioned in article 5 do not stipulate otherwise, will be settled exclusively by the competent court at The Hague.



Signee,

Company name

Address

Postal code and city

Country

authorizes Sena to make any payments of remunerations due to him/her by Sena on account of the Exploitation agreement he/she concluded with Sena until further notice to:

IBAN / Bank account

BIC or Swift code

In the name of

Name of bank

Country of bank

and indemnifies Sena for any rights and claims as mentioned under article 1 sub a and b, to be filed with Sena by third parties as a result of their ownership or exclusive license pertaining to the repertoire concerned.

ON BEHALF OF SENA

M.J. Bos – CEO
Signature:

(ON BEHALF OF) PARTICIPANT

Name:
Signature:

Date: 5/16/2023
Place: Hilversum

Date:
Place: