

**Sena number:**

(to be filled in by Sena)

**Registered by Sena dated:**

**Undersigned,**

(please complete in block letters)

Name:

Surname:

Prefix(es):

First name(s), in full:

Date of birth:

Place of birth:

Nationality:

m / f

**Address**

Street/P.O. box:

City/Postal code:

Country:

(It is necessary to enclose a copy of your passport or a excerpt of the birth register)

Telephone number:

Fax number:

E-mail address:

Internet address:

**Other information**

VAT-registration number:

Are you a member of neighbouring rights organizations in other countries? i.e.:

No / Yes\*

\* Please strike out what does not apply

participant within the meaning of article 2 sub d of the statutes

**(hereafter to be called "authorized representative")**

being per deed of mandate of:

(for mandate see appendix)

appointed authorized representative of:

(if necessary to be continued on a separate sheet)

**(hereafter to be called "heirs"),**

**and as such entitled to the neighbouring rights of:**

Artist name:

**Repertoire**

Instrumentalist / vocalist / conductor / other, namely\*

Principal instrument(s):

Freelance/Permanent\*

Member of:

rockgroup / band / orchestra / ensemble or session musician\*

Name rockgroup/band/orchestra etc.:

from

until

from

until

from

until

(if necessary to be continued on a separate sheet)

\*please strike out what does not apply

**(hereafter to be called "performing artist")**

and

**Collecting society for neighbouring rights (Sena)  
Catharina van Renneslaan 20, 1217 CX Hilversum, the Netherlands  
In this respect lawfully represented by its CEO, M.J. Bos  
(hereafter to be called "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 maintenance of the rights and claims with which the Corporation has been entrusted, including the collection and distribution of the equitable remuneration as meant in article 7 of the Neighbouring Rights Act (WNR);
- 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 WNR;
- that Sena, in accordance with article 15 WNR, 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;
- that the remuneration referred to will go to the equal credit of 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 WNR, i.e. the person who, as such, has contributed to a phonogram;

## AGREE AS FOLLOWS

### MANDATE (ASSIGNMENT)

#### Article 1

1. Participant assigns Sena and grants it a mandate, if and insofar as Sena is not directly authorized to do this by virtue of article 15 WNR, to exercise and maintain, to the exclusion of any other and of him/herself, the rights and claims he or she is entitled to at present and in the future
  - (a) by virtue of article 7 WNR, including (secondary) publication per cable, as well as those
  - (b) which ensue from article 12 of the Convention of Rome of 26 October 1961 (Trp. 1986, 182) or from other international agreements with respect to forms of publication as described in article 7 WNR, to which The Netherlands have acceded, in its own name in the Netherlands, such with the right of subrogation.
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.

### EXPLOITATION AND MAINTENANCE

#### Article 2

1. Sena commits itself towards participant to exercise and maintain the rights meant in article 1 sub (a) and (b) to the best of its knowledge and ability as well as to conduct all relative legal transactions or to have them conducted.
2. Under the terms of 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 and to take into court any infringements of the rights entrusted to it, also including the collection of damages and penalties.

### PAYMENTS

#### Article 3

1. Sena commits itself to pay to participant the remunerations collected by virtue of article 1 in compliance with the statutory regulations, the distribution regulations performing artists and 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/performing artist, if the latter has submitted to Sena a written request to this effect and if requested an authenticated excerpt of the deed of conveyance of the claim and its title has been handed to Sena.
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.

### FURTHER COMMITMENTS PARTICIPANT

#### Article 4

1. Participant must inform Sena immediately by (registered) mail of any change of address and/or bank or giro account. He/she commits him/herself to 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/her repertoire liable to remuneration.
2. Participant is committed to report immediately his/her 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 considers him/herself entitled to a (phonogram of a) performance. Rejection by Sena of such a claim must be done in a well-reasoned manner.

### STATUTES AND REGULATIONS

#### Article 5

Participant will submit to the statutes and regulations as they have been decided at present and as they will be decided, revised or modified. The statutes and regulations 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 the statutes and the regulations in force. Besides they will be forwarded at the request of participant, if there is a special and reasonable ground for it.

### COMMENCEMENT AND TERMINATION OF THE AGREEMENT

#### Article 6

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 agent, who will conclude an agreement with Sena.
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 statutes explicitly provide for this.

### SETTLEMENT OF DISPUTES, COMPETENT COURT

#### Article 7

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.

## THUS DRAWN UP AND SIGNED IN DUPLICATE

### FOR THE BENEFIT OF SENA

M.J. Bos – CEO

Signature:

Dated:

Place: Hilversum

### PARTICIPANT (IN CASE OF UNDER AGE HIS/HER LEGAL REPRESENTATIVE)

Name:

Signature:

Dated:

Place: