

SPEDIDAM

Société de Perception et de Distribution
des Droits des Artistes Interprètes
16, rue Amélie - 75343 PARIS Cedex 07 - FRANCE
www.spedidam.fr

MEMBERSHIP AGREEMENT

(05/2019)

I, the undersigned) Name (Mr., Mrs., Ms) _____
First name(s) _____
Maiden name _____ Pseudonym(s) _____
Date of birth _____ in (Town and Country) _____ Nationality _____
Address: No. _____ Street _____
Postcode _____ Town _____ Country _____
Home telephone _____ Mobile _____
Email _____ Profession _____
Instruments _____
Orchestra/Group or Artistic ensemble _____

Having read SPEDIDAM's statutes and general regulations, unreservedly wish to become a member through this agreement and subscribe the membership share of 16 euros.

By signing this membership agreement, I transfer my neighbouring rights to SPEDIDAM in accordance with the scope set out in article 2 of its statutes. In addition to the exclusive rights that I transfer to SPEDIDAM, I am informed of SPEDIDAM's missions in terms of distribution of equitable remuneration and private copying remuneration collected pursuant respectively to article L. 214-1 and to article L. 311-1 of the intellectual property code, in accordance with article 3 of its statutes

I have the possibility to resign and withdraw my transfer of rights after having notified this withdrawal to SPEDIDAM by registered letter with acknowledgement of receipt, in accordance with article 14 of the statutes.

I also have the option of limiting my transfer and the effect of my membership in application of article 38 of SPEDIDAM's statutes.

To this end, I must fill in the declaration limiting the effect of my membership as regards the rights transferred or which payment is entrusted to SPEDIDAM, and/or as regards the territories concerned. Otherwise, my membership of SPEDIDAM covers all my rights for all countries, in accordance with article 2 of the statutes.

I completed an optional declaration limiting the effect of membership, attached to this document Yes ☐ No ☐

I commit myself to inform SPEDIDAM immediately of any membership subscribed in any other organisation involved in the collective management of performers' rights and about the mandate that could be given to this organisation. In this matter, I agree to comply with the terms and notice periods specified by SPEDIDAM if this membership covers the rights already entrusted to the latter.

I am informed of the rights granted to me by articles L. 322-3 to L. 322-7 and L. 324-4 of the intellectual property code, reproduced in the appendix 1 here attached, as well as how to exercise the right provided by article L. 324-4.

I am informed of the management fees and potential other deductions recalled in appendix 2 here attached.

I sign this membership agreement having read these appendixes 1 and 2 as well as SPEDIDAM's statutes and general regulation and the optional declaration limiting the effect of membership.

Two copies drawn up in _____ Date _____

The performer

On each copy, the signature should be preceded by the following handwritten wording:
"Read and approved »

Membership accepted

Date _____

No. _____

The Managing Director _____

CERTIFICATE REPRESENTATIVE OF A NON-NEGOTIABLE SHARE

APPENDIX 1

Information due to the rightholders pursuant to article L. 322-1 of the intellectual property code

I am informed, when signing this membership agreement, of the rights granted to me by articles L. 322-3 to L. 322-7 and L. 324-4 of the intellectual property code, quoted below:

Article L. 322-3 – The authorisation to manage the rights by the collective management organisation covers, at the rightholders' choice, all or part of the rights, categories of rights, types of works or other protected objects and territories defined by the statutes or general regulation of the organisation. The scope of this authorisation is specified in a document to which the rightholder gave his consent, including by electronic means. The freedom to define the scope of the rights that their holder authorises an organisation to manage shall not prevent the organisation to set, according to its object, activity and means, the cases in which an indissociable transfer of rights can be mandatory in order to guarantee their efficient management.

Article L. 322-4 – The collective management organisations are bound to accept the management of the rights in the conditions set out by article L. 322-3 as soon as this management is included in their activity field.

The conditions that they set rely on public, objective, transparent and non-discriminatory criteria

The refusal by an organisation to comply with a request of rights management shall be written and set out the grounds, fact and law, on which the decision is based.

Article L. 322-5 – A rightholder may terminate, at any moment, in all or in part, within the limits set by the organisation and mentioned at the second paragraph of article L. 322-3, the authorisation that he gave to the collective management organisation to manage his patrimonial rights.

Article L. 322-6 – The collective management organisation sets and makes available the modalities of termination, particularly the notice period that cannot exceed six months.

It can however provide that the termination only comes into effect at the end of the financial year.

The termination cannot be submitted to the condition to entrust another collective management organisation with the management of the respective rights.

Article L. 322-7 – If some remunerations are due to a rightholder for exploitation acts executed before his/her total or partial termination request has come into effect, or within the frame of an exploitation authorisation granted before this effective date, he/she keeps the rights granted to him/her by the provisions of third and fourth paragraphs of article L. 324-10, I and II of article L. 324-12, articles L. 324-14, L. 324-18, L. 325-7, I and II of article L. 326-3 and articles L. 326-4 and L. 328-1.

Article L. 324-4 – The statutes or general regulation set the conditions in which the rightholders can grant to third parties some exploitation authorisations for non-commercial uses of rights or categories of rights which they entrusted the organisation to manage, covering certain types of works or other protected objects of their choice.

APPENDIX 2

Management costs and potential other deductions

1. The management costs of SPEDIDAM amounted, for the financial year 2018, to 9,40% of the collections and financial products. As SPEDIDAM uses the financial products for partial coverage of its management costs, these amounted on average to 5,79% of the rights alone. The provisional maximum rate of management costs for the current financial year is set by the annual ordinary general assembly.

2. Sums may also be deducted for purposes of social aid to professional performers, whether active or retired, who are facing an exceptional financial difficulty. The global annual dotation of this social fund provided by article 40 of the Statutes cannot exceed 70.000 Euros.

3. In any case, in application of article L. 324-17 of the intellectual property code, SPEDIDAM uses for actions to assist creation, live performances, artistic and cultural education and artists' training:

- 25% of the amounts obtained from the remuneration for private copying;

- All of the amounts collected pursuant to articles L. 122-10, L. 132-20, L. 214-1, L. 217-2 and L. 311-1 and that could not be distributed, either in application of the international conventions to which France is committed, or because their beneficiaries could not be identified or found before the term provided by article L. 324-16 for the prescription of the claims in payment of the rights perceived by the collective management organisations, namely five years as from the date of their collection, this term being suspended during the payment period provided by article L. 324-12 or, if it occurs beforehand, until the date of their payment.

The personal data collected in this document is processed and kept in compliance with the provisions of Law no. 78-17 of 6 January 1978 relating to computing, files and individual liberties and of General Data Protection Regulation (EU) n° 2016/679 of 27 April 2016 (GDPR).

In application of the provisions of article 32 of the said Law, you are informed that SPEDIDAM is responsible for processing the data collected.

The purpose of this data processing is the exercise of performers' rights, their collection and distribution (nationally and internationally), information (including the sending of newsletters, invitations to seminars, information meetings, replies to rightholders' requests), participation of the members to SPEDIDAM's social life, setting up and updating international databases of which SPEDIDAM is a member for the sole purpose of exercising the rights of performers, their collection and distribution.

The recipients of the information communicated are SPEDIDAM's staff, the external service providers chosen by SPEDIDAM who need access to it for the execution of SPEDIDAM's missions (enveloping and dispatching in particular), the counterpart foreign or partner organisations in charge of the management of performers' rights and the organisations in charge of the databases of which SPEDIDAM is a member, for the sole purpose of exercising these rights, their collection and their distribution, as well as the tax administration and the competent authorities for the purpose of compliance with legal and regulatory obligations.

This information will not be passed on to third parties.

In accordance with the GDPR provisions, SPEDIDAM has appointed a Data Protection Officer ("DPO").

You have a right to access, question, correct and object under the conditions set out in articles 38, 39 and 40 of the Law. To exercise this right, please contact:

> By email: dpo@spedidam.fr

> By post: SPEDIDAM, Data Protection Officer, 16, rue Amélie 75343 Paris Cedex 07.

Membership Department: + 33(0)1 44 18 58 56 • adhesion@spedidam.fr • Switchboard: +33(0)1 44 18 58 58