

# AGREEMENT OF AFFILIATION AND FIDUCIARY ASSIGNMENT



PLAYRIGHT S.C.R.L. – Soc. Civ.  
BELGICALAAN 14  
1080 BRUSSEL

The term performer refers to each person that performs on a recording that is protected by copyright law. This recording may refer to any kind of artistic performance (literature, drama, audiovisual, music, choreography, etc.). Nevertheless in this frame of reference, we refer to artists such as actors, singers, musicians, dancers, variety artists (magicians, jugglers, comedians, etc.) or circusartists. Performances as an ‘additional artist’ such as an extra, artistic producer or light and sound engineer don’t generate any rights.

Are you a performer? This means that your recorded performances may generate neighbouring rights. In order to claim your rights, become a member today!

## PERSONAL DETAILS

Please fill out your details in the same way they are written on your ID-card or passport.

**Last Name:**

**First Names:**

**Address:**

**Postal Code:**                      **City :**

**Country:**

**Tel.**                                      **Mobile:**                                      **Fax:**

**E-Mail:**                                      **Website:**

**Pseudonym(s):**

**Date of Birth :**                                      **Country Of Birth:**

**Nationality:**                                      **Gender:**  M  F

**Choice of Language:**  DU  FR  EN

**Name Bank:**

**Name Account Holder:**

**Account Number:**

**IBAN-Code:**

**Bic-Code:**

## HEIRS

If you wish to become a member as an heir of a performer that is deceased, the details of the deceased performer can be completed in this box.

**Heir of performer:**

**Affiliation number:**

With this form I attach a copy of the death certificate and the deed of the deceased performer.

## REPRESENTATION

If you wish to be represented by a third party (agent, manager, lawyer, accountant, ...)

**Name:**

**Address:**

**Postal Code:**

**City:**

**Tel.:**

**Mobile:**

**Fax:**

**E-Mail:**

**Website:**

Please send us as soon as possible the 'assignment of a mandate' form (which can be downloaded from our website), completed, dated and signed by both parties. [www.playright.be](http://www.playright.be).

## ARTISTIC ACTIVITY

Your main artistic activity pertains to the (Please tick as appropriate)

Sector "Music"

Sector "Dramatic Arts and Dance"

## TERRITORIAL EXTENT OF THE FIDUCIARY ASSIGNMENT

Specify for which territory you would like to assign.

Worldwide

Belgium

Belgium and including the following countries:

Worldwide, with the exception of the following countries:

## EXTENT OF THE FIDUCIARY ASSIGNMENT – PERFORMANCES

Please keep in mind that music performances contained within an audiovisual recording also generate neighbouring rights.

All performances

Only

Musical performances

Audiovisual performances

## SHAREHOLDERSHIP

I wish to become an associate member of PlayRight and in this respect would like to receive further information.

**I have acquainted myself with the Bylaws, the General Regulations and the general terms and conditions of the agreement of affiliation and fiduciary assignment and I accept them.**

Drawn up in duplicate form in Brussels on the .....

SIGNATURE of the performer (preceded by the handwritten statement "in agreement with the fiduciary assignment according to the general terms and conditions attached hereto")

Please send two copies of this form, completed, dated and signed to PLAYRIGHT S.C.R.L.  
- Soc. Civ., Belgicalaan 14, 1080 Brussels..

### Fields reserved for PlayRight

Date of receipt:

Date of approval of the affiliation:

Signature representative PlayRight

Account Manager:

Affiliation number:

'Assignment of a mandate' form received

## Agreement of affiliation and fiduciary assignment General terms and conditions

1. Only natural persons can affiliate with PlayRight,, not legal entities such as societies or not-for-profit associations, even if all shareholders or directors meet the conditions for affiliation as described in the Bylaws and the General Regulations of PlayRight.
2. If you you are already affiliated as a performer with a foreign neighbouring rights management society equally representing performers of the same category, and/or you have granted such society an international mandate for the management of your rights (with the inclusion of the Belgian territory), then PlayRight has to be informed thereof. PlayRight will then let you know when and under which conditions you can be accepted for affiliation with PlayRight. PlayRight reserves the right to put any payments due to you on hold in case of conflicting affiliation. Any action with intent to obtain rights under false pretenses can, depending on the circumstances, consist of a penal offence.
3. As a performer it is in your best interest to provide us with your personal bank account number, if you wish to enjoy the favourable fiscal regime pertaining to neighbouring rights (i.e. a withholding tax of 15%). This will not be the case if you state the account number of your society or any other account number than that of your personal bank account. PlayRight does not accept any responsibility in this respect. More information can be found on our website.
4. Under the agreement of affiliation and fiduciary agreement, PlayRight will administer the collection, the management and the distribution of the neighbouring rights to which you are entitled as a performer. Consequently, you grant the rights pertaining to your performances (those already in existence at the time of signature of this agreement as well as those to originate during the term of this agreement) to PlayRight, which expressly accepts said grant.
5. The fiduciary assignment of rights to PlayRight is intended only for the collective management thereof, notably the collection and the distribution to rightholders of the rights in relation to the exploitation of their performances, in conformity with the law and the Bylaws and the General Regulations of PlayRight. PlayRight itself shall not undertake any act of exploitation in relation to said performances. As said assignment is done in the rightholder's interest, PlayRight will ensure the collection and the correct distribution of rights to the best of its abilities.
6. The fiduciary assignment includes the following rights in relation to (the recordings) of the performances of the rightholder, to the extent that for the exercise thereof under national and international regulations (or otherwise) the approval and/or the intervention of a society for the collective management of neighbouring rights is possible or necessary:
7. a) the right to reproduce (recordings of) the performances of the rightholder;
8. b) the right to allow the rental or the lending of (recordings of) the performances of the rightholder;
9. c) the right to communicate (recordings of) the performances of the rightholder to the public, including the making available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them;

10. d) the right to transmit (recordings of) the performances of the rightholder via cable;
11. e) the right to remuneration for the reproduction for personal use of (recordings of) the performances of the rightholder;
12. f) the right to remuneration for the reproduction and/or the communication to the public of (recordings of) the performances of the rightholder for purposes of illustration in education and/or scientific research;
13. g) any other right or right to remuneration with regard to (recordings of) the performances of the right holder to the extent that for the exercise thereof under national and international regulations (or otherwise) the approval and/or the intervention of a society for the collective management of neighbouring rights is possible or necessary.
14. The scope of this agreement can be limited on a territorial basis (only the Belgian territory/worldwide/worldwide with the exception of certain countries) as well as according to the categories of performances in regard of which you wish PlayRight to administer the collection, the management and the distribution of rights. PlayRight will only do so in respect of those countries for which it has entered into a reciprocal agreement with its local sister society. More information can be found on our website.
15. You can participate in the decision making process within PlayRight by becoming an associate member. Conditions in that respect can be found in article 9 of the Bylaws and articles 1 to (and including) 5 of the General Regulations of PlayRight. These documents can be consulted on our website.
16. In affiliating with PlayRight you commit to providing your Account Manager with all changes to your personal and financial data, your representation and the extent of your fiduciary assignment.
17. All data provided by you are processed in view of the fulfillment of the our society's objectives, as described in article 3 of the Bylaws. The database administrator is PlayRight SCRL - Soc. Civ., with registered office at Belgicalaan 14, 1080 Brussels. Pursuant to the law of 8 December 1992 and its decrees of implementation, all associate and affiliated members of PlayRight have the right to access and correction of their data.
18. Any dispute in relation to this agreement shall be submitted to the Control Committees as described in articles 10 to (and including) 12 of the General Regulations of PlayRight.
19. This agreement can be terminated in full or in part by means of a letter sent by registered mail with notice of receipt. If such resignation is received at least six months before the end of the financial year, the withdrawal of rights shall have effect as of the first day of the next financial year. If such resignation is received less than six months before the end of the financial year, the withdrawal of rights shall have effect as of the first day of the financial year following the next financial year. The withdrawal of rights shall not affect the legal acts previously undertaken by the society.
20. In case of contradiction between the present general terms and conditions and the Bylaws and/or the General Regulations of PlayRight, the following hierarchy will prevail: 1) Bylaws 2) General Regulations 3) the present general terms and conditions.
21. This agreement shall be governed only by the laws of Belgium. Only the courts of Brussels shall be competent with regards to any dispute pertaining to this agreement.

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3. As a performer it is in your best interest to provide us with your personal bank account number, if you wish to enjoy the favourable fiscal regime pertaining to neighbouring rights (i.e. a withholding tax of 15%). This will not be the case if you state the account number of your society or any other account number than that of your personal bank account. PlayRight does not accept any responsibility in this respect. More information can be found on our website.
4. Under the agreement of affiliation and fiduciary agreement, PlayRight will administer the collection, the management and the distribution of the neighbouring rights to which you are entitled as a performer. Consequently, you grant the rights pertaining to your performances (those already in existence at the time of signature of this agreement as well as those to originate during the term of this agreement) to PlayRight, which expressly accepts said grant.
5. The fiduciary assignment of rights to PlayRight is intended only for the collective management thereof, notably the collection and the distribution to rightholders of the rights in relation to the exploitation of their performances, in conformity with the law and the Bylaws and the General Regulations of PlayRight. PlayRight itself shall not undertake any act of exploitation in relation to said performances. As said assignment is done in the rightholder's interest, PlayRight will ensure the collection and the correct distribution of rights to the best of its abilities.
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9. c) the right to communicate (recordings of) the performances of the rightholder to the public, including the making available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them;



10. d) the right to transmit (recordings of) the performances of the rightholder via cable;
11. e) the right to remuneration for the reproduction for personal use of (recordings of) the performances of the rightholder;
12. f) the right to remuneration for the reproduction and/or the communication to the public of (recordings of) the performances of the rightholder for purposes of illustration in education and/or scientific research;
13. g) any other right or right to remuneration with regard to (recordings of) the performances of the right holder to the extent that for the exercise thereof under national and international regulations (or otherwise) the approval and/or the intervention of a society for the collective management of neighbouring rights is possible or necessary.
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15. You can participate in the decision making process within PlayRight by becoming an associate member. Conditions in that respect can be found in article 9 of the Bylaws and articles 1 to (and including) 5 of the General Regulations of PlayRight. These documents can be consulted on our website.
16. In affiliating with PlayRight you commit to providing your Account Manager with all changes to your personal and financial data, your representation and the extent of your fiduciary assignment.
17. All data provided by you are processed in view of the fulfillment of the our society's objectives, as described in article 3 of the Bylaws. The database administrator is PlayRight SCRL - Soc. Civ., with registered office at Belgicalaan 14, 1080 Brussels. Pursuant to the law of 8 December 1992 and its decrees of implementation, all associate and affiliated members of PlayRight have the right to access and correction of their data.
18. Any dispute in relation to this agreement shall be submitted to the Control Committees as described in articles 10 to (and including) 12 of the General Regulations of PlayRight.
19. This agreement can be terminated in full or in part by means of a letter sent by registered mail with notice of receipt. If such resignation is received at least six months before the end of the financial year, the withdrawal of rights shall have effect as of the first day of the next financial year. If such resignation is received less than six months before the end of the financial year, the withdrawal of rights shall have effect as of the first day of the financial year following the next financial year. The withdrawal of rights shall not affect the legal acts previously undertaken by the society.
20. In case of contradiction between the present general terms and conditions and the Bylaws and/or the General Regulations of PlayRight, the following hierarchy will prevail: 1) Bylaws 2) General Regulations 3) the present general terms and conditions.
21. This agreement shall be governed only by the laws of Belgium. Only the courts of Brussels shall be competent with regards to any dispute pertaining to this agreement.



# ASSIGNMENT OF A MANDATE



PLAYRIGHT C.V.B.A. - Burg. Venn.  
BELGICALAAN 14  
1080 BRUSSELS

With this document members and associates of PlayRight can mandate a third party (agent, manager, lawyer, accountant,...) to fill in and file the declaration forms of their performances, as described in Titre II/Titel II (“Attribution et répartition des droits”/”Toekenning en verdeling van rechten”), Deuxième chapitre/Tweede hoofdstuk (“Conditions relatives aux déclarations individuelles”/”Voorwaarden betreffende de individuele aangiftes”) of the General Regulations of PlayRight.

This document should be completed in full and signed by both parties. Subsequently, it should be sent by post to PlayRight S.C.R.L. – Soc. Civ., Belgicalaan 14, 1080 Brussels.

**ONLY ORIGINAL FORMS WILL BE ACCEPTED (no fax, no photocopy, no e-mail, ... )!**

## 1. Description of the mandate

The mandating party (i.e. the performing artist registered as a member or associate of PlayRight) mandates the mandated party to fill in and to submit declaration forms of the mandating party’s performances, according to the provisions of the General Regulations of PlayRight, in particular articles 22 and 23. The mandating party cannot assign a new or a similar mandate to another party before the present mandate is terminated.

Notwithstanding the present mandate, the mandating party shall remain entitled to fill in and to submit declaration forms of her performances

## 2. Duration

The duration of this mandate shall commence on the date of receipt of this document by PlayRight and shall be valid either for a period of undetermined duration, or for a period of fixed duration, notably until (day/month/year).

## 3. Identification of the mandating party

Last name:

First name:

PlayRight Performer ID:

Date: (day/month/year).

#### 4. Termination of a prior mandate

The present mandate replaces and cancels the prior mandate assigned according to article 22 of the General Regulations of PlayRight to:

#### 5. Identification of the mandated party

##### IN CASE OF A LEGAL ENTITY

Full name:

With registered:

Street:

Nr.:

Postal code:

City:

VAT number:

Representing the legal entity in his capacity of:

administrator

director

shareholder

Last name:

First name:

(Hereinafter further referred to as 'mandated party')

##### IN CASE OF A NATURAL PERSON

Full name:

of:

Street:

Nr.:

Postal code:

City:

(Hereinafter further referred to as 'mandated party')

During office hours, the mandated party can be reached at:

- Telephone:
- Fax:
- E-mail:
- Mobile:

Date:

(day/month/year)

Signature of the mandating party,

Signature of the mandated party,

*both having acquainted themselves with the general terms and conditions of the mandate as contained in the annex to this form.*

## IMPORTANT – general terms and conditions for assigning a mandate

1. Article 22 of the General Regulations of PlayRight only allows the intervention of a representative in order to fill in and/or to submit declaration forms of the performances of the mandating party. Any other act or request of a mandated party with regards to the management of the rights of the mandating party shall be null and void in relation to PlayRight.
2. PlayRight shall not be liable towards its members or associates for incomplete, faulty or fraudulent declarations submitted by a mandated party.
3. The mandating party shall hold PlayRight free and harmless from any claims filed by the mandated party or by any third party in relation to any rights or any payments by PlayRight. Should the present mandate be revoked, terminated, suspended or severed, for whatever reason, PlayRight cannot be obliged to any payment to or held to any obligation towards the mandated party.
4. Statements, payment details, fiscal forms, etc. shall not only be supplied to the mandating party but also to the mandated party. However, the mandated party cannot receive monies on behalf of the mandating party. If, through or upon instigation of either the mandating and/or the mandated party, the latter would nevertheless receive monies from PlayRight owed to the mandating party, the provisions of the Belgian Act of 16 July 2008 modifying the Code of income tax 1992 and the instauration of a tax regime on a flat rate basis in respect of authors' and neighbouring rights, shall not be applicable thereon. The mandating party shall subsequently hold PlayRight free and harmless from any claims filed by third parties (in particular the Belgian tax authorities) on the grounds of unlawful application by PlayRight of the provisions of said act resulting from the supply of incomplete, faulty or fraudulent information by the mandating or the mandated party.
5. Mandates for an undetermined duration as well as mandates for a fixed duration shall be terminated according to articles 2003 to (and including) 2010 of the Belgian Civil Code. Mandates for a fixed duration shall also terminate upon expiry of the term for which they were assigned.
6. Mandates for an undetermined duration as well as mandates for a fixed duration can be revoked on condition of compliance with the following procedure:
  - a. The mandating party can revoke the mandate at any time, with immediate effect and without any term of notice. The mandating party shall inform PlayRight in writing, with the request to no longer process declarations submitted by the mandated party on his behalf. The mandating party shall equally inform the mandated party in writing of the revokement of the mandate.
  - b. The mandated party can return the mandate, with immediate effect and without any term of notice. Nevertheless, he may not return the mandate in an untimely manner, meaning that the mandating party must be allowed sufficient time to submit his declaration forms and/or to assign a mandate to a third party. In order to return the mandate, the mandated party shall send both the mandating party and PlayRight a notice in writing, stating that he wishes to return the mandate.