

Copyright Management Agreement

AFFILIATES

CLAUSE ONE

1. This contract deals, within the framework of the Consolidated Text of the Spanish Intellectual Property Law, and AIE By-laws and implementing regulations, with the management of the intellectual property rights whose title holder is:

Mr/Mrs/Miss/Ms

Hereinafter the RIGHT HOLDER

The Entity shall administer the compulsory collective management intellectual property rights, referred to in section 2 of article 4 of the By-laws. Such management shall extend to the scope of the territory of any state in the world, except:

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In addition, in compliance with section 3 of article 4 of the By-laws, the right holder may entrust AIE, when applicable, with the management of the corresponding exclusive intellectual property rights which holds, as well as the territorial scope to which such management may extend.

AIE is fully legally capacitated to undertake the management of all said rights, given that numbers 1, 2 and 3 of article 4 of its By-laws specifically set out thereto, and whose meaning is as follows:

Article 4. Purpose:

1. The main purpose of the Entity is to manage the intellectual property rights of the performers as set out in numbers 2 and 3 of this article, corresponding both to their original right holders, and their derivative right holders, who are included in any of the cases of protection provided for by the Spanish legal system.

For the purposes of these By-laws, musical performer shall be construed as being everyone who interprets or executes in any form a musical work (with or without lyrics) and/or the musical part of any other work or expression of folklore and, in general, everyone who interprets or executes a musical performance protected by the Intellectual Property Law. The conductor of an orchestra is considered, to all extents and purposes, as being musical performer.

It is excluded from the management scope of the Entity the performers from the audiovisual sector, which shall be understood as being actors, voice actors, dancers and directors of a stage performance.

The Entity shall undertake the management of the rights set out in this article, and that of all of those whose compulsory collective management is established by law, in the terms set out in the regulations governing intellectual property and in these By-laws, on behalf and in the interests of the right holders of the rights. The Entity shall act in its own name or on behalf of the right holders of the rights, accordingly.

Such management shall expressly include, in all of its manifestations and in the broadest sense, the representation, protection, defence, and exertion of the aforesaid rights; the negotiation, establishment and acceptance of the remunerations deriving from such exertion and the compensation that is to be satisfied in the event of an infringement; and the collection, receipt, administration, allocation, settlement, distribution and payment of such remunerations, compensation and any other economic revenue resulting from the aforesaid rights. In exercising said management, the Entity shall enjoy the legitimization as set out in article 150 of the Consolidated Text of the Law on Intellectual Property, and shall undertake independent management, free of the influence of the users of the rights that are the object of management, acting in the way that is most in keeping with the nature of the legal acts and business it carries out and with the circumstances applicable in each case, looking after the interests of the right holders of the rights that are the object of management by the Entity as if they were their own.

2. The Entity's management extends to the following intellectual property rights of performers:

a) To the rights to compensation and/or remuneration which are at any time recognized by the legal system for performers, especially and not limited to those set out in articles 25, 108 and 109 of the Consolidated Text of the Law on Intellectual Property, concerning, respectively, fair compensation for the private copying of phonograms, videograms and other audio, visual or audiovisual media, and the equitable remuneration resulting from the public communication of phonograms or of reproductions of phonograms and of audiovisual recordings, and for distribution via the rental of phonograms and of originals or copies of audiovisual recordings.

In addition, to the remuneration right deriving from making available to the public all performances fixed in phonograms or in audiovisual recordings, or reproductions thereof, whether through wire or wireless procedures in such a way that the members of the public may have access to them in the place and at the time any individual may so choose.

b) To the right to authorize the retransmission by cable of their fixed and/or non-fixed performances (fixations) on any audio, visual or audiovisual medium.

c) To the right to an annual additional remuneration recognized to performers by article 110 bis of the Consolidated Text of the Spanish Intellectual Property Law.

d) And to any other collectively exercised intellectual property rights that may correspond at any time to performers, due to express legal recognition or the analogous and/or subsidiary application of author's rights, and whose management corresponds to the Entity legally or contractually.

3. The Entity's management shall also extend to the following intellectual property rights of the performers, provided that the right holder expressly commissions the Entity to manage them stating it, either in the management contract referred to in article 12 of these By-laws, or by means of any other validly recognized legal contractual instrument.

a) To the exclusive right to authorize the fixation of all or part of their performances on any audio, visual or audiovisual medium, that enables either their reproduction, or their public communication. Fixation shall be construed as the incorporation of sounds, images or both, or of reproductions thereof, on the basis of which they can be perceived, reproduced or communicated by means of a device.

b) To the exclusive right to authorize the direct or indirect, provisional or permanent reproduction, via any medium and in any form, of the whole or a part of the fixations of their performances on any audio, visual or audiovisual medium that enables their communication or obtaining copies.

c) To the exclusive right to authorize the public communication of their non-fixed performances and/or their fixed performances (fixations) on any audio, visual or audiovisual medium, or of parts or fragments thereof.

d) To the exclusive right to authorize the distribution of the fixations of their performances.

e) To the exclusive right to authorize the public availability of their performances fixed in phonograms or in audiovisual recordings, or of representations thereof, either via wire or wireless procedures, in such a way that the members of the public can access them from the place and at the time any individual may choose.

f) And to any other intellectual property rights of individual exercise that may correspond at any time to performers, either due to express legal recognition or the analogue and/or subsidiary application of author's rights, and whose management is entrusted to the Entity legally or contractually.

 **2.** The following definitions apply to this contract:

PERFORMERS: all persons who interpret or perform a musical work in any form (with or without lyrics) and/or the musical part of any other work or expression of folklore and, in general, to everyone who interprets or executes a musical performance protected by the Intellectual Property Law.

ADHERED AFFILIATES: these are the holders of rights who maintain a non-associative link with the Entity, merely maintaining economic links, in order to exert their rights, without holding any voting rights within the Entity.

ASSOCIATED AFFILIATES: these are the original holders of rights who maintain an associative link with the Entity, holding voting rights within the Entity, as well as economic rights, in order to exert their rights.

MEMBERS: entity members are the associated affiliates who have applied for admission to the Entity in said category, have been admitted as such by agreement of the Board of Administration, due to having accredited both being original right holders of the intellectual property rights that are subject to management by the Entity, and not limiting the territorial scope of the management of their intellectual property rights to be carried out by the Entity.

Notwithstanding the foregoing, a person shall not be admitted as a member provided that:

a) He/she has the condition of significant user of intellectual property rights managed by the Entity, or is a representative, under any title, of a significant user, or has any other direct or indirect material interest in the use or exploitation of such rights, or has a conflicting interest with the Entity or with the interest of right holders whose rights are subject to management by the Entity, in all cases according to the opinion of the Board of Administration.

b) And/or he/she, prior to the application for admission as a member, has carried out any of the acts which are prohibited in relation to affiliates in letters d), e), g), h), i) or d) of section 5 of the article 12 of the By-laws.

When any of the two above provisions applies, the applicant shall be admitted as an adhered affiliate in order to allow him/her to enforce his/her economic rights.

ACTIVE MEMBERS: the following are active members of the entity: Associated affiliates who are original rightholders of the rights subject to management by the Entity and:

a) Meet the following requirements each year, on December 31 :

- They shall have belonged to the Entity as Members, for at least three years.
- They shall have received from the Entity at least, in the three previous years (taking the end date for calculation the last 31st December), economic revenues directly resulting from the rights managed by the Entity, to the amount -net of the established statutory deductions set out in number 1 of article 55 of the By-laws - of 300 Euros.
- They have not limited the Entity's management scope of their intellectual property rights.
- And not have been the object of any decision to impose disciplinary sanctions during the previous three years.

Upon fulfilment of the aforementioned conditions, the member shall acquire the status of active member without the need of a formal agreement by the Entity's Government bodies of. Nevertheless, the government bodies shall inform the affiliate of the change of status from member to active member and inform him/her that the new rights of participation in the Entity resulting from the change will begin to take effect as of the first day of January of the year following the fulfilment of the conditions.

The associated affiliate shall cease to hold the status of active member at any time that he/she no longer meets any of the aforementioned conditions, without the need of a formal agreement of the Entity's government bodies, although such a change:

- Shall be communicated by the Entity to the associated affiliate, informing him/her that the new rights of participation in the Entity resulting from the change will begin to take effect as of the first day of January of the year following that in which he/she has ceased to meet the conditions.
- And it shall not prejudice in any way rights of the member provided in section 1 of the article 14 of the Entity's By-laws of the, nor the distribution and payment of the economics revenues of his/her rights.

b) And the associated affiliates who, not having to fulfil the conditions set out in section a) above, have been admitted as active Members by decision of the Board of Administration due to being a person whose renowned prestige and acknowledged professional trajectory merit, in the opinion of the Board of Administration, association with the Entity as an active Member.

FIXATION: This is the direct or indirect, provisional or permanent incorporation, via any medium and in any form, of sounds, images or of both, or of reproductions thereof, on which basis they may be perceived, reproduced or communicated by means of a device.

REPRODUCTION: the total or partial, direct or indirect, provisional or permanent, fixation of the artistic performance, on a medium enabling its communication and obtaining copies of the fixation or parts or fragments thereof, on any audio, visual or audiovisual medium, whichever the means used and the direct or indirect, provisional or permanent form, in which the fixation and copies are rendered, including the storage of a performance of either a phonogram or an audiovisual recording, in digital format in an electronic medium.

PUBLIC COMMUNICATION: all acts at which a plurality of persons, either present or not at the place of origin of the act, may have access to the performances and fixations, without previously distributing copies to each of them. Especially, public communication acts include: the public representation; performance; projection or display; emission via broadcasting (radio and/or television) or by any other medium used to diffuse signals, sounds and images wirelessly; broadcasting or communication to the public via satellite (including that performed via communications or direct broadcasting satellite); transmission via wire, cable, optical fibre or another analogous procedure, whether under subscription or not; the retransmission via any medium of the broadcast performance or fixation; and emission or transmission, in a place accessible to the public and by means of any suitable procedure of the broadcast performance or fixation.

Also considered a specific public act of communication is the making available of the performances, or representations thereof, either by means of wire or wireless procedures, in such a way that the members of the public may get access to them from the place and at the time any individual may choose.

DISTRIBUTION: making available the original or copies of the performance or fixation, or parts or fragments thereof, on a tangible medium, by means of its sale, rental, lending or any other form of temporary or definitive transmission of the propriety or possession thereof.

3. AIE's active legitimization to manage the exclusive rights listed in section 3 of the article 4 of the By-laws derives from the present contract; that necessary to manage the collective management rights, enumerated in section 2 of the article 4 of the By-laws derives directly from the Consolidated Text of the Spanish Intellectual Property Law. In addition, in the event that during the validity of the contract or of extensions thereto, the legal regulation of the rights enumerated in section 2 of the article 4, or the criteria of the interpretation or application of said regulation are amended in Spain, and for their -either collective or, when applicable, individual- management, an express act of empowerment or mandate is required by the RIGHT HOLDER, the latter shall grant such hereby in this document, expressly and irrevocably throughout the period of validity of the contract and extensions thereto.

CLAUSE TWO

In implementing the management of the rights referred to in the Clause above, AIE shall carry out the functions set out in art. 5 of its By-laws, whose meaning is as follows:

Article 5. Functions

1. In order to achieve its aims and in relation with the intellectual property rights set out in number 2 of the article above, the Entity shall exert, on behalf and in the interest of the right holders of the rights subject to management by said Entity:

a) *The non-exclusive, general or personalized concession of the authorization or licence, when necessary, for the exploitation or the utilization of the performances and fixations in any of the modalities contained in number 2 of the article above. In any case, such authorizations or licences shall not be transferable by users to third parties*

b) *The establishment of general tariffs that set out the remuneration demandable in the cases of rights to remuneration in respect of which said tariffs have not been arranged by Law, of non-exclusive global licences to exploit or utilize the performances and fixations of performers, and of compensation resulting from the exploitation or utilization without authorization or carried out in breach of one of the rights.*

c) *Entering into general or normative contracts with user associations that are representative of the corresponding sector, regarding the rights to be managed by the Entity.*

d) *Determining, accepting, collecting and receiving the rights resulting from the licences granted, or from the general tariffs, from contracts or the legal provisions in accordance with which the rights to be managed by the Entity are to be exerted, as well as the compensation that may arise from exploitation or utilization without authorization or carried out in breach of one of the mentioned rights.*

e) *The administration, allocation, settlement, distribution and payment of the aforesaid rights and of the compensation and economic revenues revenue resulting therefrom, which shall be equitably distributed among the right holders of the performances and fixations exploited or utilized, excluding arbitrariness, with reserve for the former of the part proportional to the utilization thereof.*

f) *The exercise of any type of actions in all kinds of legal, extrajudicial, administrative, mediatory or arbitral procedures, as well as the withdrawal, acceptance, conciliation, transaction or renunciation thereof, for the protection and defence of the rights to be managed by the Entity.*

g) *Signing of reciprocal or unilateral representation contracts with foreign entities of similar purposes for the management of the rights expressed.*

h) *Establishing and/or taking part of other entities and organizations that would be established, in order to manage and/or collect in a jointly and/or coordinated way the intellectual property rights according to the law.*

i) *Any other activity that is complementary to those expressed or tending to ensure proper exploitation and utilization of the performances and fixations that generate rights to be managed by the Entity.*

2. *In order to achieve its aims and in relation to the intellectual property rights set out in number 3 of the article above, the Entity shall put into effect, on behalf and in the interests of the right holders of the rights subject to management by said Entity:*

a) *Granting the non-exclusive, individual mandatory authorizations for the exploitation or utilization of the performances and fixations, under the conditions -always over and above the minimums established by the Entity- that their right holders, when applicable, may establish.*

b) *The establishment of minimum remunerations which the authorizations shall in any case attend to.*

c) *The acceptance, collection, receipt, administration, allocation, settlement, distribution and payment of the aforementioned rights and of the compensation and economic revenues resulting from the authorizations granted.*


d) *Signing of reciprocal or unilateral representation contracts with foreign entities of similar purposes for the management of the aforesaid rights.*

e) *Establishing and/or taking part of other entities and organizations that would be established, in order to manage and/or collect in a jointly and/or coordinated way the intellectual property rights according to the Law.*

f) *Any other activity that complements those expressed or that would tend to ensure the proper exploitation and utilization of the performances and fixations that generate rights to be managed by the Entity.*

3. *Whichever the type of authorization or licence granted by the Entity, the right holder reserves the "moral rights" he/she holds in any case in accordance with the provisions of article 113 of the Consolidated Text of the Law on Intellectual Property.*

CLAUSE THREE

 **1.** The object, duration and contents of rights and duties which, for the RIGHT HOLDER result from the present contract, are those set out in article 12, and in number 5 of article 11, of the AIE By-laws, which reads as follows:

Article 12. Rights Management Contract (sections 1 to 6):

1. The copyright management agreement shall have absolute autonomy with respect to the associated relationship between his/her grantor and the Entity.

In accordance with the provisions of the Consolidated Text of the Spanish Intellectual Property Law and with the fourth paragraph of section 1 of the article 4 of the By-laws, all the provisions related to the copyright management agreement set forth by this By-laws shall be construed without prejudicing to the rights whose management shall be exercised exclusively by collective management organizations.

The applications referred to in sections 2 and 3 of article 11 shall contain a literal reproduction of the wording of sections 1 to 3 of article 4, article 5, section 5 of article 11, sections 2 to 6 of this article, and articles 14, 15, 16, 17, 18, 19, 61 and 62 of this By-laws.

Once the application is filled in and signed, it shall be deemed, for all purposes, as the applicant statement in respect of the contractual offer addressed to the Entity.

In turn, the Board of Administration agreement referred in section 4 of the previous article shall be deemed, for all purposes, as the Entity statement in respect of the acceptance of the contractual offer made by the applicant.

Therefore, from the very moment that the applicant becomes aware of the acceptance of its application, the contractual relationship shall be legally binding, in accordance with the articles 1.254, 1.258 and 1.262 of the Spanish Civil Code. Notwithstanding the foregoing, the agreement shall take effect as of the date of its adoption by the Board of Administration's agreement.

2. The contract entered into between the Entity and the applicant, referred to in the previous section and signed in relation with the management of the intellectual property rights to which the latter is right holder during its validity period, shall expressly include the rights, when applicable, entrusted to the management of the Entity, referred to in section 3 of the article 4 of the present By-laws, as well as the territorial scope that said commission circumscribes, being of an exclusive nature in those expressly mentioned territories.

In respect of the rights referred to in number 2 of article 4, the management of the entity shall extend to the territorial scope of any State in the world, unless the affiliate expressly limits the territorial scope of said rights, either in the management contract, or by means of any other contractual instrument validly recognized in law, and respecting, at least and in any case, the territorial scope of the Spanish State.

3. The rights management contract shall have an initial duration of 3 years, starting as of the date of the decision by the Board of Administration to accept the application or as of the date of its modification, the affiliate expressly renouncing the possibility of unilaterally withdrawing therefrom during said initial period of duration.

In accordance with the provisions of article 152 of the Consolidated Text of the Law on Intellectual Property, the exclusive mandate conferred by the affiliate is irrevocable in nature for the Entity, for the period of its validity, and the Entity may not terminate it by means of unilateral withdrawal, notwithstanding the provisions of articles 19 to 22, both inclusive, of the By-laws.

The contract shall be tacitly and indefinitely extended for successive periods of one year, unless expressly terminated by the affiliate, formalized and notified in writing to the Board of Administration of the Entity with at least six months' notice to the initial expiration date of the contract or its last extension there to.

The contract may be amended at any time by the affiliate, by means of written communication addressed to the Entity which shall come into effect as of the first day of January of the following year, either in order to extend the rights referred to in number 3 of article 4 of the By-laws which he/she wishes to remain within the scope of management of the Entity, or to extend the territorial scope of management entrusted to the Entity in respect of the rights referred to in numbers 2 and/or 3 of aforementioned article 4. Exceptionally, and as a result of duly justified causes, the Board of Administration of the Entity may allow the affiliate to reduce both the rights referred to in number 3 of article 4 of the By-laws that he/she wishes to remain within the scope of management of the Entity and the territorial scope of management entrusted to it in respect of the rights referred to in numbers 2 and/or 3 of aforementioned article 4.

In the event that an amendment to the By-laws approved by the Entity were to affect the contract conditions set out therein, if the affiliate is not in disagreement with the amendments within a period of 30 calendar days as of the Entity informing thereto, the amendments approved shall be accepted and definitively included into the contractual relationship, by means of modifying novation and in accordance with the provisions of article 1.203.1 of the Civil Code, and the contract shall remain fully valid and subsistent in all of its terms until its expiration time.

4. The applicant shall have the right to know the By-laws of the Entity, whose text is always available on the official website of the Entity (without prejudicing that, at the moment of making applications mentioned in sections 2 and 3 of the previous article, the applicant may request to receive a printed copy thereof). In any case, once said application is made and signed, it shall mean that the applicant has accepted in full the contents of said By-laws. Once the application is accepted by the Board of Administration, the affiliate shall assume his/her obligation to abide by and fulfil the stipulations therein and remain bound to the agreements adopted by the governing, management and administrative bodies of the Entity.

5. For all other purposes, the contents of the rights management contract established between the affiliate and the Entity shall be as follows:

A) Affiliate's duties:

a) To register with the Entity, exclusively, all performances and fixations over which he/she holds one of the rights to be managed by the latter, either by participating directly in them as a performer, or as a result of having acquired the rights mortis causa.

These records shall be carried out in a reliable way and in compliance with the models of Declaration established by the Entity.

In order to facilitate compliance with this obligation and to the benefit of the affiliate, the Entity may draft declarations of performances and fixations in compliance with the information obtained directly or from third parties.

In such case, the obligation for the affiliate to register shall be considered as being fulfilled both whether the affiliate gives his/her express consent to the declarations sent to him/her by the Entity, and if the affiliate does not show disagreement with them within the 30 calendar days following their communication by the Entity, notwithstanding, in any case, the error rectification procedure that the affiliate may request at any time, as well as the conciliation process referred to in article 62.

b) To satisfy the affiliation and periodical fees that, when applicable, are established by the Board of Administration, as well as to contribute to the expenses of the Entity in the way set out in the By-laws.

c) Not to entrust the management of the intellectual property rights whose administration has been entrusted to the Entity to another or other entities or persons, whether natural or legal, contravening this Entity and the provisions of its By-laws. During the period of validity of the contract, the affiliate may vary the territorial scope of the management of the rights entrusted to the Entity, within the terms set out in paragraph 4 of number 3 of article 12 of the By-laws.

In the event of non-fulfilment of this obligation, the Entity shall, however, in respect of said entities or persons and in respect of third parties, keep the management of rights corresponding to the affiliate, until the latter loses such condition as a result of the causes set out in article 16.

d) Not to arrange with third parties, whether affiliates of the Entity or not, systems to distribute the rights to be managed by the Entity, and of the economic revenues resulting therefrom, other than those set out in these By-laws and in the agreements passed by the General Meeting of the Entity.

e) Not to participate, either directly or indirectly, in cornering operations or the falsification of declarations or data collection regarding the utilization of the rights to be managed by the Entity.

f) To notify the Entity as to all changes that take place following affiliation, and especially those that refer to his/her contact details.

g) Not to perform any action that may hinder or harm the management of the Entity, or prevent a management free of users' influences, or cause an unfair preferential use of certain performances and fixations subject to the Entity's management, or that may harm the interests of the Entity with the intention of slandering it or bringing it down in demerit, or produce an undue disruption resulting from the application of the distribution rules.

h) Not to exercise, dispose of or renounce those intellectual property rights whose compulsory collective management is legally provided via Collecting Societies, acts which, in any case, would be null and unlawful.

i) Not to grant authorizations to third parties in exercising the rights that are the object of the present management contract entered into with the Entity, nor exonerate from the payment of the amounts that said third parties must make to the Entity in the form of intellectual property rights.

j) The right holder of intellectual property rights subject to compulsory collective management by this Entity shall directly perceive from it the economic revenues arising from those rights.

For that purpose, the Entity shall not recognize any assignment of intellectual property rights subject to its management, nor any assignment of economic revenues arising from such rights, and it shall not make payments to any assignee, except in the following cases:

- The assignee is a successor of the right holder by mortis causa entitlement
- Or the Entity has previously authorised the assignment of economic revenues according to the procedure established in letter d), paragraph B) of this section 5 of article 12.

This regulation shall be understood without prejudice to the right of the holder to authorize or empower third parties to represent him/her before the Entity for the purposes of administrative management with it.

k) And in general, to abide by and fulfil all that may be incumbent by virtue of the laws, the management contract, the By-laws and the decisions and agreements of the bodies of governance, management and administration of the Entity.

B) Affiliate's rights:

a) Those set out in the current valid legal provisions applicable.

b) Those set out in these By-laws, especially those stipulated in articles 14 and 15, in accordance with his/her belonging to one or another category and with his/her condition.

c) To receive from the Entity the net economic revenues revenue resulting in his/her favour from the distribution operations carried out by the Entity, having applied the statutorily established deductions, and the tax deductions and implications applicable in accordance with current valid law.

d) To assign via "inter vivos" legal transaction, in favour of another or other certain natural or legal persons, the economic revenues -having deducted the statutory deductions- that directly derive in his/her favour from the management of rights carried out by the Entity.

Under no circumstances, shall be acceptable the assignment of economic revenues directly or indirectly performed to the detriment of rights legally or judicially established as inalienable or unwaivable for performers.

Such assignment shall exclusively affect the economic revenues and under no circumstances shall this include the voting rights, which, when applicable, may correspond to the assigner associate, given the personal nature of said rights. The assigner affiliate shall conserve the ownership of the rights, the category of affiliate and the condition he/she holds, as well as the number of votes that, when applicable, he/she counts up until the time at which the Entity is notified as to the assignment, and he/she shall likewise maintain his/her right to obtain additional votes resulting from the assignation in his/her favour -exclusively for such purposes- of the economic revenues revenue that are the object of the assignment by himself/herself.

In order to ensure that the assignment of economic revenues does not take place to the detriment of the rights management contract entered into between the Entity and the assigner affiliate, neither to the detriment of rights legally or judicially established as inalienable or unavailable for performers, the assignment shall be requested to the Entity in a reliable way, by means of a letter addressed to its Managing Director indicating precisely the concrete scope and duration of the assignment, and the full identity of both the assigner affiliate and the natural or legal person or persons to benefit from the assignment, and including the signature of both parties. The Permanent Commission may require the assigner affiliate to provide additional information or documentation deemed necessary to adopt its decision on the acceptance or rejection of the assignment.

Assignment shall come into effect with the Entity only as of the time that the Permanent Commission adopts the agreement accepting the assignment, which shall be notified by the Entity to the affiliate assigner and to the assignee or assignees.

The scope of the assignment shall be total or partial, and its duration shall be temporary or indefinite, as expressly stipulated by the assigner affiliate.

The assignment of economic revenue to the Entity shall be governed by the provisions of paragraph two of article 48 of these By-laws.

e) To choose and change, at any time, the means of payment of the economic revenue referred to, from among those that the Entity has established.

To this end, the affiliate may even authorize payments to third persons (natural or legal persons), whether temporary or indefinite, who shall determine the concrete economic revenue affected by such authorizations, and the full identity of both the authorizing affiliate and of the natural or legal persons in whose favour authorization for payment is given.

Notwithstanding the aforesaid authorizations of payment to third parties, the authorizing affiliate shall continue to be considered by the Entity, to all extents and purposes, as being the right holder of the economic revenue affected by them.

f) To consult and obtain a copy of the records of performances and fixations in which the affiliate has some participation.

g) To make claims and complaints against any decision or action of the Entity that directly affects his/her interests and is deemed to be detrimental (particularly as regard to the acquisition and loss of the affiliate condition; to aspects relating to the copyright management agreement and its scope and the revocation or withdrawal of rights; to the collection and distribution of rights and deductions applied), according to the procedure established by the Entity by means of the article 47 TER.

h) To make proposals related to a better management of the Entity, or any other matter within the competence of the General Meeting, the Board of Administration, the Permanent Commission or the General Manager in accordance with the procedure laid down in the Charter of Services of the Entity.

i) To access activities and services provided by the Entity under the conditions and requirements that are established for each of them (in particular in the Charter of Services referred to in Article 47 TER).

6. In accordance with the provisions of Organic Law 15/1999, of 13 December, on Personal Data Protection:

- *The affiliate is aware of the existence at the Entity of automatic files in which will be stored the personal data that must compulsorily be provided in the applications to exercise his/her economic rights with the Entity or to apply for membership thereof, as well as in his/her declarations of performances or fixations, and those that the Entity can access by other third party sources, such as debt securities, artistic sheets, etc.*

- *The affiliate grants his/her consent for the Entity to automatically process his/her personal data and assign them to third parties for the sole purposes of the adequate compliance with and performance of the aims of the Entity and the suitable development, compliance with and control of the legal relationship kept with the affiliate, that necessarily involve the automatic processing of said data and their assignment either to other entities dedicated to the management and administration of intellectual property rights, or to users, or to legal persons that collaborate with the Entity to obtain the most effective management of rights, or to entities and organizations established, owned or assisted by the Entity (AIE) for the purpose of joint or coordinated intellectual property rights management and / or for carrying out the activities and services of the Assistance and Cultural Fund regulated in Article 56, or other natural or legal person when it is a legally established obligation. The Entity shall be obliged to keep confidential all of the data processed and assigned and to fulfil all other duties established by the aforesaid Law and any other legal provisions that may be applicable.*

- *The affiliate grants his/her consent for the Entity to send to him/her via email communications related to its activities and services, or about the activities that entities and organizations established, owned or assisted by the Entity (AIE) for the purpose of the joint or coordinated management and/or collection of intellectual property rights or related to the activities carried out by the entities, owned or assisted by the Entity (AIE) for the accomplishment of the activities and services of the Assistance and Cultural Found regulated in article 56.*

- *The affiliate shall be empowered to exercise, at any time, his/her rights to access, rectify and cancel, with regard to the information concerning him/her that exists on the Entity's automatic files. To this end, he/she shall send the corresponding request to the Entity's corporate address, as the legal person responsible for said files, addressed to the Entity's Managing Director.*

Article 11. Affiliation. Association. (section 5):

5. The Entity shall approve an action Protocol of in cases of error, inaccuracy or misrepresentation, affecting the statements or documents submitted for registration or already registered, based on the following principles:

- *The procedure shall be initiated by written communication addressed by the Entity to each applicant, in which a case number shall be assigned.*

- *The procedure shall be completed within a maximum period of 6 months, from date to date, as of the day in which the last applicant is notified about the initiation thereof.*

- *The applicants shall participate in both the previous conciliation procedure which will be performed in accordance with the provisions of article 63, and in the subsequent hearing process to submit allegations provided that the previous conciliation procedure has been completed without agreement.*

- *In the event that, after the conclusion of the conciliation and, if necessary, the hearing process, all or some of the discrepancies that led to the initiation of proceedings are maintained, the Permanent Commission shall resolve providing reasons and shall notify it to the applicants.*

- *During the procedure, all distributions and payments affecting performances or fixations related with it shall be automatically suspended.*

- The termination of the procedure, either by agreement or by resolution of the Permanent Commission, may lead to refusal of registration statements or previous registered statements. These measures may only be rescinded under subsequent agreement of all concerned or firm court decision. In case that the right holder has received amounts from statements cancelled by the Permanent Commission, the Entity may require the repayment, either to be indebted to future distributions in favour of the right holder or through the appropriate legal claim.

The resolution adopted by the Permanent Commission shall be understood without prejudice, as the case may be, of initiating and processing the corresponding disciplinary procedure.

If at the time of examining applications for admission, the corresponding governing bodies were to detect wilful inaccuracy or falsehood in the declarations or documents submitted by the applicant, the Board of Administration may refuse his/her access to the category of affiliate associate until a maximum period of ten years have elapsed since the detection of such circumstances, notwithstanding all other civil and criminal effects that may be appropriate in accordance with the legal system.

2. The RIGHT HOLDER, if possessing the condition of Member, shall also have the rights set out in art. 14.1 of the AIE By-laws:

a) The right to take part in Territorial Pre-General Meetings or in General Meetings, at which they shall hold a maximum of 100 votes per group (featured performer and/or session musicians/executants), calculated according to their membership (Member vote), and the economic revenue -less the statutory deductions set out in number 1 of article 55 of the By-laws- received by each Member both throughout his/her belonging to the Entity (Cumulative Vote), and in the previous calendar year (Coincidental Vote), always taking the current valid census as a basis for calculating all of them, except for the Coincidental Vote which shall take the last 31st December as end date.

The scales used for obtaining votes are those set out in Annex A. The Board of Administration may modify said scales, by means of an agreement which shall be accountable to the General Meeting and shall come into effect as of the administrative period following its adoption. Exclusively for the approval of proposals to impose exclusion sanctions from the categories of Member and active Member, put before the General Meeting by the Board of Administration, each Member shall have a single vote.

b) The active right to vote, in the election of the Chairman of the Entity and other members of its Board of Administration.

c) The right to make use of the services provided by the Entity, for this category of associates.

d) The right to access the official website of the entity, or receive the information set out in number 4 of article 27 and in paragraph three of article 54, as well as any other information that the Entity considers of general interest to its affiliates. At the request of the member, such information shall be provided printed on paper.

e) All others that result from the management contract, these By-laws and the legal provisions applicable.

3. The rights listed previously shall be understood notwithstanding those that may correspond to the RIGHT HOLDER when he/she acquires, when applicable, the condition of ACTIVE MEMBER upon fulfilling the requirements established for such in number 2 of article 10 of the AIE By-laws. Those rights shall be established in section 2 of Article 14 of the By-laws:

a) The right to participate in the Pre Regional Meetings or in the General Meetings, in which a maximum of 100 votes shall be held for each group (featured performer and/or session musician), computed on the basis of their association (Association Vote), and the net economic returns of statutory deductions established in section 1 of Article 55 of the By-laws, received by each Active Member throughout their membership in the Entity (Accumulated Vote), or in the previous calendar year (Accidental Vote), always taking as a basis for the computation of all of them the current census, except for the Accidental Vote which ending date shall be on last 31 of December.

The scales for obtaining votes are established in the Annex A. The Board of Administration may modify such scales by agreement, which shall be reported to the General Meeting, and will take effect from the next financial year following its adoption

Each Member shall have one vote, exclusively in cases of approval of proposed exclusion of membership sanctions from the categories of Member or Active Member, raised to the General Meeting by the Board of Administration.

b) The right to vote and to stand as a candidate, in the election of President of the Entity and other members of the Board of Administration of the said Entity.

c) The right of using the services the Entity has established for this category of members.

d) The right to access the official website of the Entity or to receive the information established in section 4 of article 27 and in the third paragraph of article 54, as well as any other kind of information that the Entity considers of general interest to its members. At the request of the member, such information shall be provided printed on paper.

e) Any other rights provided by the copyright management agreement, these By-laws and other applicable legal provisions.

4. Affiliates belonging to the category of ADHERED AFFILIATE shall enjoy the following rights, in compliance with article 15 of the AIE By-laws, which reads as follows:

1. Adhered affiliates shall have the right, upon request, to access the website of the Entity, the Annual report on activities, and to receive information regarding any other matter that the Entity considers of general interest to its affiliates. At the request of the adhered affiliate, such Annual report or information shall be provided printed on paper.

2. An extraordinary administration discount shall be applied to Adhered affiliates, which, when applicable, is determined by the Board of Administration in accordance with article 51, depending on the estimated cost of management.

3. Adhered affiliates who, through "mortis causa" transmission, form a community of derivative right holders of the rights to be managed by the Entity, shall designate a single person as a representative of the community for dealings with the Entity, for internal relationships therewith.

However, all co-right holders shall have the condition of adhered affiliates and the distribution and payment of the revenue corresponding to them shall take place in the proportion resulting from the documentation presented to the Entity and, in addition, all shall be jointly and severally liable to the Entity for the fulfilment of any and all duties arising from their condition of affiliates thereto.

4. Adhered affiliates shall have all other rights arising from the management contract, the By-laws and the legal provisions applicable.

5. The causes and effects of the termination of the affiliate condition shall be governed by the provisions of Article 16 of the By-laws, which provides that:

1. The affiliate condition shall be lost:

- a) For death or declaration of death, or termination of legal personality.
- b) For separation or voluntary withdrawal.
- c) For loss, expiry or, in case that the affiliate is a corporate person, of all of the rights of the affiliate whose management falls with AIE.
- d) For unilateral termination of the copyright management agreement.

2. The loss of affiliate condition leads to the early maturity of all pending debts of the affiliate with the Entity in respect of the amounts received from thereof, and the obligation of the affiliate to immediately return such amounts to the Entity. In case of breach of this obligation, the Entity will retain nevertheless, temporarily, the management of the affiliate rights against third parties, until he/she has fully returned those amounts.

The provisions of the preceding paragraph shall not apply when the loss of affiliate condition occurs by death, provided that all his/her mortis causa successors retain the condition of adhered affiliates under the terms provided in section 3 of article 15, in which case all successors severally assume the obligation to repay the debts that the deceased affiliate had with the Entity, although such repayment will occur in the first place from the successive distributions of rights that are made for these successors.

6. Death and declaration of decease of the individual affiliate and the termination of legal personality of the corporate person affiliated shall be governed by the provisions of Article 17 of the Bylaws:

1. In case of death or declaration of death of the affiliate, successors, both by way of inheritance and legacy, in rights under management by the Entity, will continue to be linked to it in terms of the copyright management agreement and in the category of adhered affiliates.

2. If after the declaration of decease of the absent affiliate presents himself/herself or proves his/her existence, he/she will regain his/her adhered affiliate condition, provided that at the time of presentation or evidence of his/her existence, his/her successors remain affiliated to the Entity as adhered affiliates.

3. Upon termination of the legal personality of the corporate person affiliate, its successors to any title to whom correspond ownership of the rights under management by the Entity, will continue to be linked to it in terms of the copyright management agreement and in adhered affiliate condition.

7. Separation or voluntary withdrawal, termination of rights ownership and transfer of rights ownership by affiliates corporate person shall be governed by the provisions of Article 18.2 of the Bylaws, which reads as follows.

1. Subject to the provisions of section 3 of Article 12 hereof, separation or voluntary withdrawal of an associate member may be requested at any time, in which cases, he/she will go automatically to the category of adhered affiliate, and for the exclusive purpose of perceiving the net economic returns that are appropriate, being in force the copyright management agreement.

2. The transfer of ownership of all rights whose management corresponds to the Entity carried out by the adhered affiliate corporate person, must be communicated to the Entity, including a copy of the legal title of transmission. After reviewing the documentation, the Entity shall unsubscribe the previous holder, and register the new holder, as an adhered affiliate.

3. If the affiliate were to cease to own all of the rights whose management falls with the Entity due to their expiry or transmission, he/she shall nevertheless maintain its category of adhered affiliate to the Entity for the period of two years after the expiry of all of his/her right.

CLAUSE FOUR

1. The following are causes for the termination of this contract, in addition to those established in section 3 of article 12 and in articles 16, 17 y 18 of the transcribed above By-laws:

a) All others established by Laws.

b) Cancellation due to serious, reiterated default of the duties of one of the parties, at the request of the other, in compliance with the provisions of article 19 of the By-laws, under which:

- In accordance with the provisions of article 1.124 of the Civil Code, the rights management contract may be cancelled, at the request of the affiliate, due to serious, reiterated default by the Entity of any of his/her duties.

- In the event of default by the affiliate, the Entity shall send to the affiliate a notice in writing, demanding fulfilment and warning him/her as to its decision to initiate the appropriate disciplinary procedure in the event that said notice is left unattended within 30 calendar days. Should such period elapse fruitlessly, the Entity may initiate the aforesaid disciplinary procedure against the affiliate, notwithstanding any of its rights to bringing legal actions to demand fulfilment of the management contract and the reparation of damages caused by the affiliate.

2. The death or declaration of the decease of the RIGHT HOLDER shall not in itself mean the expiry of the contract. The successor in title, upon accrediting that he/she is such, shall succeed the RIGHT HOLDER in the rights managed by the Entity, and shall be subrogated in this contract, although he/she shall join the category of adhered affiliate with the rights and duties set out in the By-laws for this category of affiliates.

CLAUSE FIVE

In order to solve any differences that may arise between the RIGHT HOLDER and AIE, as regards the interpretation and fulfilment of this contract, articles 61 and 62 of the By-laws shall be applicable, which state:

Article 61. Jurisdiction and Applicable Law

For all matters that may arise between the affiliates and the Entity, and among the former as such, expressly waiving any other jurisdiction that may apply to them, ones and the other declare Spanish Law applicable and shall expressly be subjected to the Courts of the Entity's headquarters.

Article 62. Prior Conciliation

Notwithstanding the provisions of the article above, any dispute that may arise, either between the Entity and its affiliates, or between the latter, shall be subject, prior to judicial approach, to a prior conciliation procedure, which shall involve, as appropriate, either a member of the Board of Administration, an affiliate appointed by the contesting affiliate and another affiliate appointed by common agreement between the latter and the Board; or a member of this body and an affiliate appointed by each of the contesting affiliates.

I am aware that this document constitutes my Application for Association and that AIE shall manage and enforce the intellectual property rights that are the object of this contract, and my contractual proposal to AIE, neither one coming into effect until the Entity's Board of Administration has adopted the corresponding agreement of acceptance of my application.

In witness whereof and for all pertinent purposes,

I sign in on..... of of the year

TITLE HOLDER'S SIGNATURE

We hereby declare that the AIE Board of Administration, which met on, has agreed to admit the title holder as an AIE affiliate in the category of AFFILIATE /, with membership number

I hereby sign in proof of AIE's consent or contractual acceptance, and in my capacity as Chairman of AIE.

In Madrid, onof of the year

LUIS COBOS PAVÓN
CHAIRMAN OF AIE

Information clause on personal data protection for AIE Members

1. Identity and contact details of the person responsible. *Artistas Intérpretes y Ejecutantes, Sociedad de Gestión de España* (hereinafter referred to as "AIE"), with Tax ID no. G79263414 and registered office at C/ Torrelara no. 8 (28016), Madrid, hereby informs you that all personal data as provided for your registration in AIE will be incorporated into a record of activities of treatment for which AIE is responsible. If you have any question on how we process your data, you can contact AIE at the following email address: dpo@aie.es

2. Purpose. You consent the processing of your personal data by AIE for all or any of the purposes defined in the Statutes of AIE regarding the management of your intellectual property rights and further services related to this management. In particular, your personal data will be processed and used to carry out the following activities, among others, and all of them included in the abovementioned purpose:

- i. Collection and distribution of the intellectual property rights to which you are entitled as a right holder.
- ii. Access and use allowance to AIE Virtual Office to consult all information regarding the collection and distribution of the abovementioned intellectual property rights.
- iii. Response to all requests you may have with regard to AIE's activity.
- iv. Management of testamentary affairs in case of decease.
- v. Management of embargos and attachment proceedings which might be enforced by the competent authorities on the economic remuneration that might correspond to you.
- vi. Conduction of satisfaction surveys on the services supplied by AIE to its members.

3. Legal basis for data processing. The processing of your personal data is lawful under Article 6.1 a) and b) of the GDPR (for the purpose of maintaining the legal relationship existing between you and AIE). Your personal data will be preserved until the date you cease to be a member of AIE. After this period, AIE will block your data for the single purpose of meeting any duties or responsibilities that may arise. Once these duties expire, your personal data will be erased.

4. Security measures. AIE will process your personal data confidentially. Moreover, AIE has implemented adequate technical and organizational measures to ensure the safety of your personal data and avoid its alteration, loss, theft or unauthorized disclosure. In determining these measures, several criteria have been taken into account, such as the scope, context and purposes of data processing, the state of the art and the existing risks.

5. Recipients of personal data. AIE shall allow access to your personal data and/or communicate this data to the following entities:

- i. Other management entities holding a Reciprocity Agreement with AIE. These entities will be allowed access to your personal data for the purpose of collecting the economic remuneration corresponding to the exploitation of your intellectual property rights in different territories outside of Spain. Furthermore, your personal data will be communicated to these entities in order to optimize the collection of the aforementioned remuneration on a global scale.
- ii. AIE suppliers of technological and document management services.
- iii. Spanish Tax Agency for the taxation of distributed income.

6. International transfers of personal data. AIE foresees to carry out international transfers of personal data to other management entities located outside of the European Union and holding a Reciprocity Agreement with AIE. You can find an updated list of all management entities at the following link: www.aie.es. Regarding those management entities which are located outside of the European Union, these shall ensure an adequate level of protection in accordance with the European Commission or adhere to AIE standard contract clauses approved by the European Commission.

7. Rights. You can exercise your right to access, rectify, oppose or erase the personal data provided, as well as your right to portability or restrict processing, by submitting a written form along with a photocopy of your personal ID or equivalent document to the following email address: dpo@aie.es. If your request does not meet the necessary requirements, AIE may request its correction or amendment. If you believe your request has not been given proper consideration, you may submit a claim to the Spanish Data Protection Authority.



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