

Copyright Management Agreement

Associate Members

FIRST CLAUSE

OBJECTIVE. PURPOSES. DEFINITIONS. CAUSES TO REJECT MANAGEMENT. CAUSES OF INADMISSION AS AN ASSOCIATE

1. The purpose of this agreement is the association and management or payment of rights (within the framework of the Consolidated Text of the Spanish Intellectual Property Law, the By-laws of AIE and its rules of development) of intellectual property rights whose ownership corresponds to:

MR/MRS

STAGE NAME

Hereinafter, ASSOCIATE MEMBER. All references made generically to MEMBER or MEMBERS in this management agreement shall be understood as referring to the associate member.

The Entity shall administer the intellectual property rights of compulsory collective management, referred to in section 2 of article 4 of the By-laws that are reproduced below. This management will be extended to the territorial scope of Spain and all other countries of the world, with the exception of:

.....

The Entity shall also administer the intellectual property rights of simple remuneration or compensation that are not of compulsory collective management, generated both outside Spain and - where appropriate - in Spain. In exercise of its faculty of choice, the right holder entrusts to AIE the management of all rights, categories of rights, types of performances or fixations and modalities of use or exploitation, for the territorial scope of Spain and all other States of the world, except:

.....

Likewise, in accordance with section 3 of article 4 of the By-laws, the right holder may entrust to AIE, where appropriate, the management of the exclusive intellectual property rights that correspond to them, at which time the right holder may choose to entrust the management of the rights, categories of rights, types of performances or fixations and modalities of use or exploitation that they want, for the territorial scope of Spain and, where appropriate, of the other States of the world that they want.

AIE has full legal capacity to undertake the management of all the aforementioned rights, since this is specifically stated in sections 1, 2 and 3 of article 4 of its By-laws, this literal wording of which is as follows:

Article 4. Title I

PURPOSES OF THE ENTITY. DEFINITION OF THE MUSICAL PERFORMER. PROFESSIONAL GROUPS.

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

For the purposes of these By-laws, a musical performer is understood as any person who interprets or performs in any way a musical work (with or without lyrics) and / or the musical part of any other work or expression of folklore and, in general, to any person who performs a musical performance or performance protected by the Intellectual Property Law. Orchestra conductors are considered, for all intents and purposes, as a musical performer.

Likewise, for the purposes of exercising the rights recognized to the associate members in these By-laws, said musical performers may belong to one of the professional groups defined below, or to both groups at the same time:

- **Featured Artists:** they belong to the group of artists, those that with relevant character represent, sing, read, recite, declare or interpret, in any way, a literary or artistic work, a phonogram, an audiovisual recording, an expression of folklore or any other act that is subject to rights. Soloists and conductors are included in this group.
- **Non featured artists:** they belong to the group of performers, those who accompany in their performances one or more artists, through the representation, singing, reading, recited, oration or execution in any other form of a literary or artistic work, an audio or audiovisual recording, an expression of folklore or any other act that is subject to rights. Members of an orchestra or choir are included in this group.

Excluded from the scope of the entity's management are artists or performers in the field of audiovisuals, understood to be actors, voice-over artists, dancers and stage directors.

The Entity shall exercise the management of the rights included in this article, and of all those whose compulsory collective management is determined by law, in the terms expressed in the intellectual property regulations and in these By-laws, on behalf of the right holders. The Entity shall act in its own name and right or on behalf of the right holders, where appropriate.

The aforementioned management shall expressly include, in all its manifestations and understood in its broadest terms, the representation, protection, defense and exercise of the aforementioned rights; the negotiation, determination and acceptance of the remunerations or compensations derived from that exercise and of the compensations that have to be collected in the case of an infraction; and the collection, administration, distribution, liquidation, distribution and payment of such remuneration, compensation, payments and any other economic revenue arising from the aforementioned rights. In the exercise of the aforementioned management, the Entity shall enjoy the legitimacy provided in article 150 of the Consolidated Text of the Intellectual Property Law, and will develop an independent and influence-free management of the rights users subject to its management, acting diligently and in the most appropriate way with the nature of the legal acts and businesses that it performs and with the concurrent circumstances in each case, looking out for the interests of the right holders subject to management by the Entity as if they were their own.

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

a) Rights of compensation and / or remuneration for musical performers that at any time are recognized by the legal system, especially and by way of example those provided in articles 25, 108 and 109 of the Consolidated Text of the Intellectual Property Law, relative, respectively, to equitable compensation for private copies of audio and video recording, and any visual or audiovisual media, and equitable remuneration for public communication of phonograms or reproductions of audio and audiovisual recordings, and distribution by rental of phonograms and originals or copies of audiovisual recordings.

Likewise, the right to remuneration derived from the making available to the public the performances fixed in phonograms or audiovisual recordings, or of reproductions thereof, either by cable or wireless procedures in such a way that the members of the public can have access to them in the place and at the moment they choose.

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

c) The right of additional annual remuneration for the musical performers as recognized by article 110 bis of the Consolidated Text of the Intellectual Property Law.

d) And any other collectively exercise intellectual property rights that at any time could correspond to the musical performers, by express legal recognition or by analogous and / or subsidiary application of the copyright, and whose management corresponds legally or contractually to the Entity .

3. The Entity's management also extends to the following exclusive intellectual property rights of musical performers, provided that the right holder expressly entrusts its management to the Entity by stating it either in the management agreement referred to in article 15 of the By-laws, or through any other contractual tool validly recognized by law:

a) The exclusive right to authorize the fixation of all or part of their performances in any audio, visual or audiovisual medium, which allows it to be reproduced or used for public communication. Fixation is understood as the incorporation of sounds, images, or both, or reproductions thereof, from which they can be perceived, reproduced or communicated by means of a device.

b) *The exclusive right to authorize the reproduction, direct or indirect, temporary or permanent, by any means and in any form, of all or part of the fixations of the performances in any audio, visual or audiovisual support that allows it to be communicated or for copies to be obtained.*

c) *The exclusive right to authorize the public communication of their non-fixed performances and / or of their fixed performances (fixings) in any audio, visual or audiovisual medium, or of parts or fragments thereof, with the exception of the exclusive right to authorize the cable retransmission of the fixed performances, which will be managed in accordance with the provisions of letter b) of section 2 of this article.*

d) *The exclusive right to authorize the distribution of the fixations of the performances.*

e) *The exclusive right to authorize the making available to the public the performances set in phonograms or audiovisual recordings, or of reproductions thereof, either by cable or wireless procedures in such a way that the members of the public can have access to them in the place and the moment of their choosing.*

f) *And any other intellectual property rights of collective exercise that at any time could correspond to the performers, by express legal recognition or by analogous and / or subsidiary application of the copyright, and whose management corresponds legally or contractually to the Entity .*

2. The active legitimacy of AIE to manage the exclusive rights listed in section 3 of article 4 of the By-laws stemming from this agreement; that which is necessary to manage the rights of collective management, listed in section 2 of article 4 of the By-laws, derives directly from the Consolidated Text of Spanish Intellectual Property Law in terms of rights generated in Spain, and from this agreement with regards to rights generated outside of Spain.

Also, in the event that during the term of the contract or its extensions the legal regulation of the rights listed in sections 2 or 3 of article 4 is modified in Spain, or the criteria of interpretation or application of said regulation, or new intellectual property rights are established or recognized for musical performers, and for the management - collective or, where appropriate, individual - of this an act of empowerment or express mandate by the RIGHT HOLDER would be required, this would be granted by this act, expressly and irrevocably during the entire term of the contract and its extensions.

3. For the purposes of this agreement, the term "musical artist or performer" is understood to be "artist" and "performer", the concepts and categories included in the definitions of Article 4 of the By-laws transcribed in the previous section I.

For the purposes of this contract, the terms below are understood to be:

ADMINISTERED MEMBERS: are the right holders that maintain a non-associative, solely economic, relationship with the Entity, in order to enforce their rights, not holding political rights in the Entity.

ASSOCIATE MEMBERS: these are the right holders who maintain an associative relationship with the Entity, holding political rights in the Entity, in addition to an economic relationship in order to enforce their rights. The status of associate members includes:

(i) the original right holders that maintain an associative relationship with, holding political rights in the Entity, as well as economic rights in order to enforce their rights.

(ii) And, only in relation to the management of the rights included in the Entity's scope of action defined in sections 3) and 4) of section 1 of article 7 of its By-laws, once the General Assembly has come to an agreement to carry out its management, and given that these are rights whose management should not necessarily be carried out through intellectual property rights management Entities, non-profit entities representing right holders, including entities who manage intellectual property rights and right holders associations, provided that said entities are not in a situation of real or potential conflict of interest with those of the Entity or with those of the right holders under management by the Entity.

Associate members fall into two categories: Members and Active Members.

MEMBERS: Entity members are the right holders who:

a) Have requested their association to the Entity.

b) And have been admitted as such by agreement by the Board of Directors, for:

(i) having proved to be the original owners of the intellectual property rights which are being managed by the Entity,

(ii) not presenting causes for management rejection or causes of inadmissibility as a partner,

(iii) and meeting the other established requirements.

ACTIVE MEMBERS: the Entity's active members are the original owners of the rights subject to management by the Entity who:

a) meet the following conditions as of December 31st of every year:

■ Have been a Member of the Entity for at least three consecutive years.

- Have received from the Entity, in the previous triennium (taking as the final date of calculation the previous December 31st), economic returns directly derived from the rights subject to management by the Entity a minimum amount of - net, after the statutory deductions established in section 2 of article 58 of the By-laws - 300 Euros.
- Not having limited the scope of the management of their intellectual property rights to be carried out by the Entity.
- And not having been subject to an agreement to impose disciplinary sanctions during the previous triennium.

Once the aforementioned conditions have been met, the Member shall acquire the category of Active Member without the need for formal agreement of the Entity's governing bodies. The associate shall be notified of the change from Member to Active Member, and shall be informed of the new Entity participation rights derived from said change, which will begin to take effect on the first day of January of the year following that in which the conditions have been fulfilled.

The associated right holder shall stop occupying the category of active Member at any point that they stop fulfilling any of the aforementioned conditions, with no need for a formal agreement by the governing bodies of the Organization. Although such change will:

- Be communicated to the active Member by the Organization, informing them of the new participation rights in the Organization derived from this change and the consequent move to category of Member, which shall come into effect the first day of January of the year following that in which they have ceased to fulfil the conditions.
- Not affect in any way the rights of the Member provided for in section 25 of article 12 of the By-laws of the Entity (with the sole exception of the loss of the right of having changed category), nor will it affect the distribution and payment of the derived economic returns of their rights.
- And it will not prevent the Member from re-acquiring the category of Active Member if they meet the conditions set forth in this a) above, in which case the provisions of the preceding paragraphs shall apply regarding the unnecessary formal agreement of the governing bodies of the Entity, of the communication of the change of category by the Entity to the associate, and of the date of effects of said change.

b) And the right holders who, without having to fulfil the conditions indicated in letter a) above, but in any case fulfil the requirements for admission as Members, have been directly admitted as Active Members, or have been maintained in said category, by agreement of the Board of Directors for being a person whose notorious prestige or recognized career or professional relevance justify, in the opinion of the Board of Directors, association with the Entity in the category of Active Member or their continuance in this category.

The attribution or continuance of the category of Active Member by virtue of the provisions of the preceding paragraph may be revoked when, in the opinion of the Board of Directors, the person concerned has ceased to comply with the aforementioned exceptional circumstances of prestige, trajectory or relevance, or when serious circumstances arise, such as a breach of any of the obligations described as serious infractions in these By-laws .

FIXATION: is the direct or indirect incorporation, provisional or permanent, by any means and in any form, of audio, images or both, or reproductions thereof, which then can be watched, reproduced or communicated by means of a device.

REPRODUCTION: the fixation, total or partial, direct or indirect, provisional or permanent, of the artistic performance, in a medium that allows its communication and the obtaining of copies of the fixation or of parts or fragments thereof, in any audio, visual or audiovisual medium, whatever the medium used and whether its direct or indirect, provisional or permanent form, in which the fixation and copies are made, including the storage of an interpretation or performance or of an audio or audiovisual recording, in digital form in an electronic medium.

PUBLIC COMMUNICATION: any act by which a plurality of people, present or not at the event's place of origin, may have access to the performances and fixations, without prior distribution of copies to each of them. Here are acts of public communication, among others: representation; performance; projection or public display; broadcasting (radio and / or television) or by any other means that serves for the wireless broadcast of signs, sounds or images; broadcasting or communication to the public via satellite (including satellite communication or direct broadcasting); transmission by wire, cable, fiber optics or other similar procedure, whether or not by subscription; retransmission by any means of the broadcasted performance or fixation; and broadcast or transmission, in a place accessible to the public and by any suitable procedure, of the broadcasted performance or fixation.

Making available 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, .is also considered a specific act of public communication.

DISTRIBUTION: Making available to the public the original or copies of a performance or fixation, or parts or fragments thereof, on a tangible medium, through its sale, rental, loan or any other form of temporary transmission or definitive ownership or possession thereof.

4. Causes for rejection of management or of payment of rights requested by the right holder, according to section 2 of article 11 of the By-laws:

- a) The applicant does not prove to be the right holder of the intellectual property rights that are the object of management by the Entity.
- b) The request refers to the management or payment of rights not included in the scope of the Entity's management.

c) Being a member of - or right holder managed by - another Spanish or foreign intellectual property rights management Entity, or an independent Spanish or foreign management operator, and request that the Entity carry out the management or payment of the same rights, categories of rights, modalities of exploitation, actions and / or territories that are included in the management carried out by that other Management Entity or by that independent management operator, without having previously revoked or withdrawn the management assignment attributed to said Management entity or said independent management operator, at least in terms of:

(i) all rights that constitute the minimum scope of management to be carried out by the Entity in accordance with the provisions of section 2 of article 15;

(ii) more, where appropriate, the other rights, categories of rights, modalities of exploitation, actions and / or territories whose management is intended to be carried out by the Entity.

The cause of rejection provided in letter c) may not be applied in those cases in which, in the reasoned judgment of the Board of Directors, the circumstances determine or advise the admission of the request for management or payment of the rights made by the right holder.

Likewise, in accordance with section 2 of article 10 of the By-laws, the following are causes of inadmissibility for an associate holder:

a) Holding the status of significant user of the rights subject to management by the Entity, or be the owner or hold control of a significant user or an association of users, or hold by any title any position or function of management (administration, executive direction or representation) of a significant user or an association of users, or acting in management functions (administration, executive management or representation) on behalf of or controlled by a significant user or an association of users; in all cases by deliberate judgment of the Board of Directors.

This assumption will be considered to concur in cases of ownership or control or exercise of the position or function both direct and indirect (through the ownership, control, administration, direction or representation of a legal entity), both if the ownership or control or the exercise of the position or function - direct or indirect - is held or exercised by the interested party, and if the ownership or control is jointly held by the family group composed of the interested party and / or by one, several, or all of their close relatives, and if the position or function is exercised by any of the following relatives: (i) spouse, common-law partner, or person with whom they have an similar emotional relationship; (ii) ascending, descending or collateral, up to the second degree including consanguinity or adoption and up to a first level of relationship.

Direct or indirect control shall be deemed to exist when any of the situations described in section 1 of Article 42 of the Commercial Code concurs with or about the significant user or user association.

b) Having any other significant direct or indirect interest in the use or exploitation of the rights that are object of management by the Entity, or have interests opposed to those of the Entity or those of the right holders object of management by the Entity, in all cases with deliberate judgment by the Board of Directors.

c) Having done any of the acts, before applying for admission as a partner, that are prohibited to members in letters e), f), g), h), i), j) and k) of section 1 of article 13 of the Entity's By-laws.

d) Being involved in the situation outlined in the last paragraph of section 3 of article 49 of the Entity's By-laws.

When the provisions of any of the above letters from a) to d) apply, the interested party shall be considered an administered member, so that they can exercise their economic rights.

SECOND CLAUSE

AIE FUNCTIONS. AREAS OF MANAGEMENT

1. In the administering of the management of the rights referred to in the previous Clause, AIE will carry out the functions provided for in article 5 of its By-laws, which states:

Article 5. FUNCTIONS

1. In order to achieve its aims and in relation to the intellectual property rights indicated in section 2 of the previous article, the Entity shall exert, among others, the following actions on behalf, and in the interest, of the right holders under its management:

a) Granting without exclusivity, in a general individualized way, the authorization or license, when required, for the exploitation or use of the performances and fixations in any of the modalities of use or exploitation included in section 2 of the previous article. Under no circumstances are such authorizations or licenses transferable by users to third parties.

b) The establishment of general tariffs that determine the remuneration required in the cases of remuneration and / or compensation rights if said tariff has not been provided by Law, of non-exclusive global licenses for exploitation or use of the performances and fixations of musical performers, and of compensation derived from any unauthorized exploitation or use or any action that violates any of the rights.

c) The administration of general or regulatory contracts with user associations that are representative of the corresponding sector, on the rights subject to management by the Entity.

d) The determining, acceptance, collection and perception of the rights derived from the licenses granted, or of the general tariffs, of the contracts or of the legal provisions according to which the rights under management by the Entity need to be effective, as well as the compensation that comes from an unauthorized exploitation or use or one that is undertaken in violation of any of the aforementioned rights.

e) The administration, distribution, liquidation, distribution and payment of the aforementioned rights and the compensation and economic returns derived therefrom, which will be equally distributed among the right holders of the performances and fixations exploited or used, excluding arbitrariness, with reserve for the former of the proportional part of the utilization thereof, and consequently, the collection obtained by said update, without prejudice to the provisions of the final section of the first paragraph of section 3 of article 58 of the By-laws

f) The undertaking of any type of actions and resources (ordinary and extraordinary) in any sort of judicial, extrajudicial, administrative, mediator or arbitration proceedings, as well as withdrawal, searching, conciliation, transaction or renunciation thereof, for the protection and defense of the rights subject to management by the Entity.

g) The conclusion of reciprocal or unilateral representation contracts with similar foreign entities, or of management and/or collection contracts with similar Spanish or foreign entities, for the management of said rights.

h) To constitute and / or be part of other entities and organizations that are set up, including for the purpose of jointly managing and/or collecting intellectual property rights, in any of the legally admitted ways.

i) Any other complementary activity to those expressed or intended to ensure the correct exploitation and use of the performances and fixations that generate rights which are subject to management by the Entity.

2. In order to achieve its aims and in relation to the intellectual property rights indicated in section 2 of the previous article, the Entity shall carry out, among others, the following actions on behalf, and in the interest, of the right holders subject to management:

a) The granting of non-exclusive, individual mandatory authorizations for the exploitation or use of the performances and fixations, under the conditions - always higher than the minimum established by the Entity - that their right holders, if applicable, determine.

b) The establishment of a minimum compensation that authorizations will be paid in all cases.

c) Acceptance, collection, payment, administration, distribution, liquidation, delivery and payment of the aforementioned rights and the compensation and economic returns derived from the authorizations granted.

d) The conclusion of reciprocal or unilateral representation contracts with similar foreign entities, or of management and/or collection contracts with similar Spanish or foreign entities, for the management of said rights.

e) Establishing and / or being part of other entities and organizations that are set up, including for the purpose of jointly managing and/or collecting intellectual property rights, in any of the legally admitted ways.

f) Any other complementary activity to those expressed or intended to ensure the correct exploitation and use of the performances and fixations that generate rights under management by the Entity.

3. Cualquiera que sea el tipo de autorización o licencia concedida por la Entidad, el titular se reserva los "derechos morales" que ostenta en todo caso de acuerdo con lo dispuesto en el artículo 113º del Texto Refundido de la Ley de Propiedad Intelectual.

2. AIE's areas of management are defined in article 7 of its By-laws, which states:

Article 7º

AREAS OF MANAGEMENT. RIGHT HOLDERS .

1. The Entity shall exercise, under the terms established by law and in these By-laws, the management of the intellectual property rights of musical performers, who are in all of the cases of protection provided by law.

Management by the Entity, and the right holder's connection to it, shall be defined according to the following areas of action:

1º. Management of all the intellectual property rights, generated within Spain, whose management must be carried out through intellectual property rights management Entities.

This scope of management is configured as the minimum to be carried out by the Entity, and thus the Entity will have legitimacy without the need for express request of management or association made by the right holder or the signing of a management contract, given that these are rights of an inalienable nature and unavailable due to inter vivos acts, whose management must be carried out through intellectual property rights management Entities.

2º. Management of all the intellectual property rights, generated outside of Spain, whose management must be carried out through intellectual property rights management Entities.

3º. Management of all of the intellectual property rights of simple remuneration or compensatory ones, whose management does not have the obligation to be carried out through Entities of intellectual property rights, generated both outside Spain and -where appropriate- in Spain.

4º. And management of all the exclusive intellectual property rights, generated within and out of Spain, whose management does not have the obligation to be carried out through intellectual property rights management Entities.

2. For the purposes of these By-laws, a right holder is considered to be:

A) As for the rights covered by the Entity's scope of action defined in parts 1) and 2) of section 1 above, only to:

(i) Individuals, primary holders of intellectual property rights corresponding to musical performers, in accordance with the definitions made in the second paragraph of section 1 of article 4;

(ii) And natural persons and legal entities, other than intellectual property rights management, who have acquired the rights referred to in section (i) before as derivative title "mortis causa".

B) And, with regards to the rights covered by the Entity's scope of action defined in sections 3) and 4) of section 1 above and taking into account that these are rights whose management does not necessarily have to be carried out by Entities for the management of intellectual property rights, the right holder will be considered to be:

(i) Individuals, primary holders of intellectual property rights corresponding to musical performers, in accordance with the definitions made in the second paragraph of section 1 of article 4;

(ii) And natural persons and legal entities, other than intellectual property rights management Entities, who have acquired the rights referred to in section (i) before as derivative title "mortis causa" or "inter vivos", or that by virtue of a rights exploitation agreement or by law they are entitled to receive a portion of the income generated by such rights.

THIRD CLAUSE

NATURE, OBJECT, DURATION AND CONTENT OF THE COPYRIGHT MANAGEMENT AGREEMENT. MEMBER RIGHTS AND OBLIGATIONS. KNOWLEDGE OF AND ACCORDANCE TO AIE BY-LAWS

1. The nature, purpose, duration and content of this management agreement is as set forth in article 15 of the AIE By-laws, which reads as follows:

Article 15.

COPYRIGHT MANAGEMENT AGREEMENT:

1. The copyright management agreement shall have absolute autonomy and independence with respect to the relationship of associate that, in addition, may link its grantor with the Entity.

In accordance with the provisions of article 156.3 of the Consolidated Text of the Spanish Intellectual Property Law and the penultimate paragraph of section 1 of article 4, in paragraphs 1) and 2) of section 1 of article 7 and section 1 of article 11 of the By-laws, all the provisions related to the copyright management agreement contained in these By-laws shall be without prejudice to the rights whose management should be exclusively managed by Intellectual Property Rights Management Entities.

Applications for the management or payment of rights and association, respectively mentioned in sections 3 and 7 of article 11, shall contain a literal systematized reproduction of the contents of sections 1 to 3 of article 4, of article 5, of article 7, section 9 of article 11, section 1 of article 12, section 1 of article 13, article 15, sections 1 and 3 of article 16, articles 17, 18, 19 and 22, of sections 2 and 3 of article 49, and articles 64 and 65 and concordant, of these By-laws. The association request shall also contain a systematic reproduction of the contents of section 2 of article 12, section 2 of article 13, sections 2 and 4 of article 16, and letter C) of section 3 of article 48.

The application, once completed and signed, will be considered, for all purposes, as a declaration from the applicant to enter into a contractual relationship with the Entity.

In turn, the agreement of the Board of Directors referred to in section 8 of article 11 shall be considered, for all purposes, as a declaration of will of the Entity for the contractual acceptance of the offer made by the applicant.

Therefore, from the moment the applicant becomes aware of the acceptance of their application, the contractual relationship will be concluded, in accordance with the provisions in articles 1,254, 1,258, and 1,262 of the Civil Code. Notwithstanding the aforementioned, the effects of the management agreement will be rolled back to the date of agreement by the Board of Directors.

2. The management agreement between the Entity and the applicant, signed in relation to the management of intellectual property rights held by the latter, shall be exclusive in respect to the rights, categories of rights, types of performances and fixations, modalities of exploitation and territories initially chosen by the right holder with the terms, conditions and limits established in the following:

A) The Entity may apply an extraordinary administration or collection discount depending on the specific scope of management conferred, as provided in section 1 of article 54.

B) In order for the right holder to exercise these rights with regards to their initial choice, partial extension, withdrawal or partial revocation and total revocation, the following definitions apply:

- *Rights: each and every one of the intellectual property rights of the musical performers that can be found in any of the cases of protection provided for in the legal system. These include the different rights related to sections 2 and 3 of article 4 of the By-laws.*
- *Rights Categories: rights categories are understood to be, on the one hand, exclusive rights, simple remuneration rights and compensatory rights; and, on the other, public communication rights, publishing rights, distribution rights, fixation rights and reproduction rights.*
- *Types of performances or fixations: performances that are exclusively audio ones, and audiovisual performances (audiovisual recordings).*
- *Modalities of use or exploitation: making available to the public, audio broadcasting, audiovisual broadcasting, cable, film screening, transport, open spaces ...*
- *Territories: spatial delimitation that corresponds to the sovereignty of each State.*

C) The Entity may reject the initial request for management, or its expansion, or its partial withdrawal or revocation, when the scope of management proposed by the right holder does not respect the necessary balance between the freedom of choice of right holders and the ability of the Entity to carry out efficient management, as well as the proper coordination with similar foreign entities with which the Entity has established or establishes contracts of reciprocal or unilateral representation.

For this purpose, for the right holder to exercise their rights with regards to their initial choice, partial extension, withdrawal or partial revocation and total revocation, they must do so by choosing one, several or all of the following management areas:

1º. Management of all intellectual property rights, generated within Spain, whose management must be carried out through intellectual property rights management Entities. This area of management would be configured as the Entity's minimum for management, and, therefore, in this area the choosing of rights, categories of rights, types of performances and fixations, modalities of exploitation and territories is not allowed, given that these are rights of an inalienable nature and unavailable due to inter vivos acts, and their management must be carried out through Intellectual Property Rights Management Entities.

2º. Management of all the intellectual property rights, generated outside of Spain, whose management must be carried out through intellectual property rights management Entities. Within this area of management, the right holder may choose, or withdraw, the management of all the rights they own, with respect to the entire territory of those States other than Spain that they wish.

3º. Management of all intellectual property rights of simple remuneration or compensation, whose management does not necessarily have to be carried out through intellectual property rights management Entities, generated both outside Spain and - where appropriate - in Spain; and

4º. Management of all exclusive intellectual property rights generated within or outside of Spain, whose management does not necessarily have to be carried out by Intellectual Property Rights Management Entities.

D) Unless otherwise stated by the right holder, the management included in the areas of action defined in the previous sections 1), with respect to Spain, and 2), with respect to the territory of all other states in the world, will be entrusted to the Entity by means of this management agreement.

3. The copyright management agreement will have an initial duration of 3 years, starting from the date of the acceptance agreement from the Board of Directors or from the date of any subsequent modifications.

In accordance with the provisions of article 156.2 of the Consolidated Text of the Intellectual Property Law, the exclusive mandate conferred by the right holder to the Entity is irrevocable, for the entire period of its validity, and the Entity cannot terminate it by unilateral withdrawal, without prejudice to the provisions of section 3 of article 18 and articles 19 to 22, inclusive, of the By-laws.

The agreement will be tacitly and indefinitely extended for successive annual periods, unless expressly revoked by the right holder, which must be done by notifying the Entity, and addressed to the Board of Directors of the Entity, in writing, with an advanced notice of 6 months. The effects of the total revocation will be those regulated in sections 3, and if applicable section 4, of article 16 and will take place on December 31st of the calendar year in which the aforementioned notice period of 6 months has expired.

When the total revocation refers to, or includes, intellectual property rights generated within Spain, whose management must be carried out through Intellectual Property Rights Management Entities:

a) The request shall not take effect with respect to the intellectual property rights generated within Spain, whose management must be carried out through intellectual property rights management Entities, given that these are rights of an inalienable nature and unavailable due to inter vivos acts, whose management must be carried out through Intellectual Property Rights Management Entities.

b) And the Entity shall consider that the holder has made a request for withdrawal or partial revocation, limited to those rights other than those referred to in letter a) above and that, where appropriate, are managed by the Entity, and they will be handled according to the provisions of section 4 below.

4. The management agreement may be modified at any time by the right holder, by written communication addressed to the Entity, the following rules applying:

a) When the modification is intended to expand the rights, categories of rights, types of performances and fixations, operating modalities and / or territories entrusted to the management of the Entity, it shall take effect from the date of agreement adopted by the Board of Directors.

b) When the modification is intended to reduce the rights, categories of rights, types of performances and fixations, operating modalities and / or territories entrusted to the management of the Entity, the request shall be considered a partial withdrawal or revocation of the management agreement, and regulations stated in section 3 of this article shall apply as far as the necessary notice, the date of effects, the effects of the revocation and its lack of effects in certain cases.

c) In both of the cases of letters a) or b) above, the act by the member of their rights of partial extension or partial withdrawal or revocation, must be done by choosing one, several or all of the management areas described in letter C) of section 2 of this article.

If the member maintains their will to exercise their right to withdrawal or partial revocation in terms contrary to the provisions of sections 2 and 3 of this article, it will be understood that what is intended is the total revocation of management and the Entity will proceed accordingly.

In the event that a modification of the By-laws approved by the Entity affects the conditions of the management agreement established therein, if the member does not show dissatisfaction with the modifications within 30 calendar days following its communication by the Entity, the approved modifications will be accepted and firmly incorporated into the contractual relationship, by way of modifying novation and in accordance with the provisions of article 1,203.1 of the Civil Code, and the management agreement will remain fully valid and enduring in all its terms until its extinction occurs.

5. In the event that amounts are owed to the member for rights that are already collected at the time the withdrawal or partial revocation or total revocation takes effect: (i) such amounts shall be paid at the moment the Entity makes the distribution of such rights to other rights holders; and (ii) the member shall retain the right to information on the issues referred to in article 158.4 of the Consolidated Text of the Intellectual Property Law.

6. The management agreement shall be terminated: a) By total revocation, made with the advanced notice provided in section 3 above. b) By unilateral resolution made by the right holder, in accordance with the provisions of section 2 of article 18. c) For any of the causes of loss of status of the administered member established in letters a) or b) of section 1 of article 16.

2. The rights of the administered members and associate members are those regulated in article 12 of the By-laws, which states:

Article 12.

RIGHTS OF ADMINISTERED MEMBERS IN THEIR RELATIONSHIP WITH THE ENTITY. RIGHTS OF ASSOCIATE MEMBERS

1. Administered members have the following rights in their relationship with the Entity:

a) Choose initially, and subsequently extend, the rights, categories of rights, types of performances, territories and / or modalities of exploitation with respect to how they want the Entity to manage their rights, with the terms, conditions and limits established in section 2 of article 15.

b) Completely revoke the management granted to the Entity, or reduce the scope of said management through the act of their right to withdrawal or partial revocation, with respect to the part of the rights, categories of rights, types of performances, territories and/or modalities of exploitation granted to the Entity for management. All this, with the terms, conditions and limits established in sections 3 and 4 of article 15.

c) Receive from the Entity the net economic returns resulting in their favor from the distribution operations carried out by the Entity, statutory deductions having been deducted prior, as well as the tax deductions and repercussions that correspond in accordance with current legislation; and request the granting of loans, estimated distributions or provisional distributions, on account of future rights collected, with the requirements, conditions and limits established in the Distribution Regulation.

The economic returns corresponding to right co-holders shall be attributed, distributed and paid by the Entity to the co-owners in accordance to the percentage corresponding to each one as stated in the documentation given to the Entity. Each of the co-owners may, on their own, request from the Entity the granting of loans, estimated distributions or provisional distributions of future rights collected, with individual patrimonial responsibility for the debt incurred for such reason against the Entity and without prejudice of the exceptional case of joint and several liability regulated in the second paragraph of section (i) of letter c) of section 3 of article 16.

d) The right to receive or access information and / or documentation as an administered member, in the cases and in the manner and conditions established by law or in the By-laws present. At the request of the administered member, such information and/or documentation will be provided in paper form.

e) The right to communicate electronically with the Entity, including for the purpose of exercising their rights as a member, in the form, terms and conditions established by the Entity, for which purpose it shall provide the Entity, as a minimum, an email address and a mobile phone number to receive communications and notifications from the Entity, without prejudice to any other electronic means that, in accordance with the provisions of these By-laws or the development regulations that are approved or agreements that are adopted, the Entity can set up to communicate with the administered members and so that they can communicate with them.

f) 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 rights management carried out by the Entity.

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

The assignment shall exclusively affect economic returns and in no case may it include the political rights that, where appropriate, correspond to the transferor, given the very personal nature of said rights. The assignee right holder shall retain the ownership of the rights, the condition and the category that they hold, as well as the section of votes that, if applicable, they have calculated until the moment in which the assignment is notified to the Entity, and will likewise keep their right to obtain additional votes derived from the allocation in their favor - exclusively for such purposes - of the economic returns that have been assigned by them.

In order to ensure that the assignment of economic returns is not carried out to the detriment of the copyright management agreement established between the Entity and the assignee right holder or to the detriment of legal or jurisprudential rights considered irrevocable or unavailable to the musical performers, the assignment -as well as its modification or revocation- must be requested from the Entity in a reliable manner, by means of a letter addressed to the Director General, in which the specific scope and duration of the assignment is indicated with utmost precision, and the complete identity of both the assignor right holder and the person or individuals or legal entities in whose favor the assignment is made and, where appropriate, of those affected by the modification or revocation, and which must also include their signature and, in the case of a assignment request, the signatures of that person or those people. The Permanent Commission may require the assignment to provide additional information or documentation that it deems necessary to adopt a decision on the acceptance or not of the assignment, its modification or revocation. The assignment, its modification or its revocation will take effect before the Entity only from the moment in which the Permanent Commission adopts an agreement to accept it, which will be notified by the Entity to both the assignor right holder and the assignee or assignees.

The assignment shall be applied to all the distribution of rights that the Entity agrees to after the aforementioned agreement from the Permanent Commission, whatever the accrual period to which the distributed rights correspond.

The assignment shall have the scope -total or partial- and the duration -temporary or indefinite-, expressly conferred by the transferor.

The assignment of economic returns in favor of the Entity itself shall be governed by the provisions of the second paragraph of article 51 of the By-laws.

g) Choose and modify, at any time, from the forms that the Entity has established, the form of payment of the aforementioned economic returns.

For this purpose, the right holder may even make payment authorizations in favor of third parties (natural or legal persons), temporary or indefinite, that must determine the specific economic returns that affect them, and the full identity of both the holder of rights being authorized as of the person or individuals or legal entities in whose favor the payment is being made.

Without prejudice to the aforementioned payment authorizations in favor of third parties, the authorizing right holder will continue to be considered by the Entity, for all purposes, as the holder of the economic returns affected by them.

In any case, as long as the right holder does not notify the Entity, reliably and in writing, any sort modification in the authorization or form of payment chosen previously, the payments made by the Entity shall be considered perfectly correct.

h) Consult and obtain a copy of the records of performances and fixations in which the right holder participates in any way.

i) Formulate claims and complaints against any decision or action of the Entity that directly affects its interests as a right holder and that it deems harmful (particularly, in relation to the acquisition and loss of the status of administered member, to the copyright management agreement and its scope and the partial withdrawal or the total revocation of rights; the collection and distribution of rights and deductions made), following procedure established by the Entity in accordance with the provisions of section 2 of article 49.

j) Make suggestions regarding the right holder's relationship with the Entity, regarding the better functioning of the Entity, or any other matter within the competence of the General Assembly, the Board of Directors, the Permanent Commission or the Director General, in accordance with the procedure established in the Entity's Service Charter.

k) Access to the activities carried out and the services established by the Entity for the administered members, with the conditions and requirements that are fixed for each of them, either in the Service Charter referred to in section 1 of article 49 or in agreements adopted by the governing bodies of the Entity.

l) Only in the case of the management of the exclusive rights of intellectual property indicated in section 3 of article 4 that are, where appropriate, managed by the Entity, the right holder may grant non-exclusive authorizations for the non-commercial use of their rights whose management has been entrusted to the Entity, provided it does so under the following terms and conditions:

- *The right holder who intends to grant the aforementioned authorization must be the sole holder of the rights to the performance being used or, where appropriate, have obtained prior written agreement of all of the other co-holders.*
- *The right holder must inform the Entity in advance about the conditions of the non-commercial authorization (written title of the specific performance or fixation that is intended to be used by the third party and description of the use, with indication of its non-commercial purpose and its temporal and territorial scope), prior to its concession since the Entity has initiated the management of the rights generated by the use of the performance or fixation that is intended to be authorized.*
- *Authorization must be granted free of charge.*
- *Authorization must be granted in relation to uses or acts of exploitation not related to an economic or lucrative activity.*
- *Authorization must be granted in favor of a non-profit organization or a natural person acting apart from the exercise of economic or profit-making activity.*

m) As a right holder, all the other rights established, in the current legal provisions that may apply, in these By-laws, or in the management agreement.

2. The right holders who are members of the Entity have, in addition to the rights that correspond to them as right holders in accordance with the provisions of section 1 above, the following:

a) The political rights referred to below, in accordance with their belonging to one category or another - Member or Active Member -:

(i) that of being summoned and attending and participating in the Territorial Pre-Assemblies or in the General Assemblies, in which they will have up to a maximum of 100 votes for each group (artist and / or performer), computed according to their association (Association vote), and of the economic returns - net of the statutory deductions established in section 2 of article 58 of the By-laws - received by each partner both throughout their membership of the Entity (Accumulated Vote), as in the previous calendar year (Accidental Vote), always taking as a calculation base the current census, except for the Accidental Vote whose final date will be taken as December 31st. The scales for obtaining votes are those established in Annex A. The Board of Directors may modify said scales, by agreement of which will be communicated to the General Assembly and which shall take effect from the natural year following its adoption. Exclusively for the approval of proposals for the imposition of penalties for exclusion of the categories of Member and Active Member, submitted to the General Assembly by the Board of Directors, each member shall have only one vote;

(ii) the right to active voting, in the election of the President of the Entity and other members of the Board of Directors and in the appointment of the members of the Internal Control Committee;

(iii) the right to contest social agreements, under the terms regulated in article 34;

(iv) and in addition, only for the members who hold the category of Active Member, the right of passive voting, in the election of the President of the Entity and other members of the Board of Directors and in the appointment of the members of the Committee of Internal Control.

All political rights must be exercised in a personal way by the member, with two exceptions: (i) the exercise by the member of their right to delegate to another member, in the form, conditions and requirements regulated in section 1 of article 28, in which case the right of the delegating member to attend, participate and vote in the General Assemblies and the Territorial Pre-Assemblies, will be exercised through personal assistance by the delegated member; and (ii) the exercise of political rights by non-emancipated minors or by legally incapacitated persons, which will be carried out by their legal representatives.

Consequently, political rights may not be exercised by the voluntary representative that, where appropriate, the member has designated for the purposes of their economic relationship with the Entity or has designated for the purpose of submitting their management or payment request for rights or their request for association.

b) The right to receive or access information and / or documentation as an administered member, in the cases and in the manner and conditions established by law or in the By-laws present. At the request of the administered member, such information and / or documentation can be provided in paper form.

c) The right to communicate electronically with the Entity, including for the purpose of exercising their rights as a right holder, in the form, terms and conditions established by the Entity, for which purpose it shall provide the Entity, as a minimum, an email address and a mobile phone number to receive communications and notifications from the Entity, without prejudice to any other electronic means that, in accordance with the provisions of these By-laws or the development regulations that are approved or agreements that are adopted, the Entity can set up to communicate with the administered member and so that they can communicate with them.

d) Formulate claims and complaints against any decision or action of the Entity that directly affects its interests as a member and that it considers harmful (particularly, in relation to the acquisition and loss membership status or of the category of Member or of Active Member, or to the exercise of its political rights as a member), following the procedure established by the Entity in accordance with the provisions of section 2 of article 49.

e) Make suggestions regarding the relationship of the member with the Entity, regarding the better functioning of the Entity, or any other matter within the competence of the General Assembly, the Board of Directors, the Permanent Commission or the Director General, in accordance with the procedure established in the Entity's Service Charter.

f) Access to the activities carried out and the services established by the Entity for the administered members, with the conditions and requirements that are fixed for each of them, either in the Service Charter referred to in section 1 of article 49 or in the agreements adopted by the governing bodies of the Entity.

g) As a right holder, all the other rights established, in the current legal provisions that may apply, in these By-laws, or in the management agreement

3. The obligations of the administered members and the associate members are those regulated in article 13 and in letter C) of section 3 of article 48 of the By-laws, which stipulate:

Article 13.

OBLIGATIONS OF ADMINISTERED MEMBERS IN THEIR RELATIONSHIP WITH THE ENTITY. OBLIGATIONS OF THE ASSOCIATE MEMBERS

1. Administered holders have the following obligations in relation to the Entity:

a) Register with the Entity, on an exclusive basis, all the performances and fixations in which any of the rights subject to management by the Entity, whether participating directly as an artist or by having acquired "mortis causa" the rights of them.

These registers must be filled out truthfully, as regards to both the effective participation of the right holder - and / or, where appropriate, of other persons - in the proceedings, as well as the ownership of the right holder - and / or, in their case, of other persons - on the rights derived from the proceedings, and in accordance with the model declarations established by the Entity, which in all cases include:

(i) A statement of truthfulness and accuracy made by the right holder, under their responsibility;

(ii) The obligation to communicate to the Entity any changes that occur with respect to the information stated in the declaration;

and (iii) An exemption by the right holder to the Entity of any responsibility that could arise in case of error, inaccuracy or falsity in the declaration or in the case of non-compliance with the obligation to communicate the changes that occur regarding the information stated in the declaration.

In order to facilitate compliance with this obligation and for the benefit of the right holder, the Entity may prepare ex officio statements of performances and fixations in accordance with the information obtained directly or from third parties.

In this case, the registration obligation of the right holder shall be deemed fulfilled both if the right holder expressly agrees to the statements communicated by the Entity, or if the right holder does not disagree with them within 30 calendar days following its communication by the Entity, without prejudice in any case to the error correction procedure that the right holder may request at any time, as well as the conciliation procedure referred to in article 65.

b) Provide any documentation, additional to that provided in section 6 of Article 11, that is deemed necessary at any time by the Entity in order:

(i) to correctly identify the right holder and / or their contact details and / or tax residence;

and/or (ii) to obtain sufficient accreditation of the effective participation in the performances, of the ownership of the performances and fixations, and / or of the rights that apply to them;

and/or (iii) to verify the validity of the power of representation, when the right holder is represented by a third party and they act before the Entity.

The notifications and communications made by the Entity shall be validly understood when they are made to the most recent representative designated by the member.

c) Contribute to the Entity's expenses and to the resources of the Assistance and Cultural Fund, in the manner established in the By-laws.

d) Not entrust the management of the intellectual property rights whose administration corresponds legally or which has been conferred on the Entity, to another or other entities or persons, natural or legal, violating the agreement with this Entity and the provisions of its By-laws. This obligation is without prejudice to the provisions of letter l) of section 1 of article 12 regarding the right of the owner whose exclusive rights are, where appropriate, managed by the Entity under the provisions of section 3 of the Article 4, of granting non-exclusive authorizations for the non-commercial exercise of such rights.

With regard to the initial choosing, extension, withdrawal or partial revocation and total revocation of the scope of the management conferred on the Entity, the provisions of sections 2, 3 and 4 of article 15 shall be followed.

e) Not make agreements with third parties, whether or not they are right holders, about systems of distribution of the rights subject to management by the Entity, and / or of the economic returns derived from them, other than those provided in these By-laws and in the agreements adopted by the General Assembly of the Entity; nor perform any act that produces or may cause an undue alteration of the application of the norms contained in the Distribution Regulation or of the result of the application of said norms.

f) Not grant, directly or indirectly, any shares:

■ *Under no circumstances, not in the compulsory collective management rights managed by the Entity nor in the economic returns derived from them;*

■ *Neither in the exclusive intellectual property rights that, where appropriate, are managed by the Entity or in the economic returns derived from them, to users who have entered into contracts with the Entity or with other Management Entities, when said users, when using the rights under management by the Entity, unreasonably favor the exploitation or preferential use of one or more performances or fixations of the right holder or of third parties.*

Not 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.

h) Not grant authorizations to third parties in exercise of the rights whose administration corresponds legally or has been conferred to the Entity, nor exempt said third parties from the payment they must pay to the Entity for intellectual property rights.

i) Not participate, directly or indirectly, in activities that involve a defrauding of intellectual property rights or in hoarding operations, alteration or falsification of declarations of performances or information related to the use of the rights subject to management by the Entity; nor submit to the Entity for registration declarations or documents that are irrelevant or that incur an intentional inaccuracy.

j) Not carry out any act whose purpose is, or results in, preventing, interfering, impeding, obstructing, hindering or harming, in any way, the management of the Entity or that may damage the interests of the Entity or impair or diminish the good name of the Entity, its prestige or its reputation.

k) Not carry out any act that may distort or interfere with the free utilization of the performances and fixations by the users, or that could prevent a management of the Entity free from user influences, or that could cause an unfair exploitation or preferential utilization of certain performances and fixations subject to management by the Entity.

l) Respect the principles of confidentiality and commercial privacy and data protection regulations, in relation to any information or documentation that they have access to or know about when exercising their authority provided by Law or by the By-laws .

m) Directly receive from the Entity the economic returns proceeding from their rights. For this purpose, the Entity shall not recognize any transfer or assignment of the intellectual property rights under their management, nor any transfer of the economic returns proceeding from such rights, nor will it make payments in favor of the assignee, unless:

- The assignee is a successor of the rights holder by title "mortis causa",
- Or the Entity has previously authorized the assignment of economic returns following the procedures established in letter f) of section 1 of article 12.
- Or if it has to do with the transfer of exclusive rights that, where appropriate, are subject to management by the Entity.

This rule shall be without prejudice to the right of the member to authorize or empower third parties so that they may represent them before the Entity for the purpose of administrative management with the Entity.

n) Notify the Entity of all changes that occur after its association request or request for management or payment of rights, especially those that refer to:

- (i) the correct identification of the right holder;
- (ii) and/or (ii) to obtain sufficient accreditation of the effective participation in the performances, of the ownership of the performances and fixations, and / or of the rights that apply to them;
- (iii) and/or updated postal contact information, email address and mobile phone number, as well as tax residence.

And provide such information at the request of the Entity.

The notifications and communications made by the Entity to the most recent postal address, email or mobile phone number communicated by the holder shall be understood as valid.

ñ) To fulfill all obligations that correspond to them in relation to the activities carried out and to the services provided by the Entity for the administered holders, to which they have accessed, or from which they have made use or have benefited.

o) And in general, abide by and comply with everything that concerns them under the law, the management contract, the By-laws and the decisions and agreements of the governing, management and administration bodies of the Entity.

2. The right holders who are members of the Entity, in addition to the rights that correspond to them as right holders in accordance with the provisions of section 1 above, must:

- a) Satisfy the association and periodic fees established by the Board of Directors, where applicable.
- b) Comply with all of their obligations in relation to their political rights in the Entity.
- c) Respect the principles of confidentiality and commercial privacy and data protection regulations, in relation to any information or documentation that they have access to or know about when exercising their authority provided by Law or by the By-laws. Among others, such obligations shall be regulated with respect to the information or documentation relating to the declaration of conflict of interests made by the members of the Board of Directors and the Internal Control Commission.
- d) Fulfill all obligations that correspond to them in relation to the activities carried out and to the services provided by the Entity for the administered members, to which they have accessed, or from which they have made use or have benefited.
- e) And in general, abide by and comply with everything that concerns them under the law, the management contract, the By-laws and the decisions and agreements of the governing, management and administration bodies of the Entity.

Article 48. Section 3, section C)

TRANSPARENCY RULES AND GOOD PRACTICES. CONFIDENTIALITY. CONFLICTS OF INTEREST. MANAGEMENT FREE OF USER INFLUENCES AND PREVENTION OF UNFAIR PREFERENTIAL USAGE OF THE PERFORMANCES AND FIXATIONS. PROTOCOL FOR THE PREVENTION OF CRIMINAL ACTIONS.

C) And the Entity's members must refrain from intervening in the deliberations and voting of the Territorial Pre-Assemblies and General Assemblies if at the time of deliberation and voting:

- they are involved, subsequently after admission as a member, in any of the causes of inadmissibility established in section 2 of article 10;
- and if, in addition, it deals with deliberations and voting on matters in which there may be a real or potential conflict:

(i) either between personal interests (theirs personally or external) or those of any natural or legal person linked to them (in the terms defined in the second paragraph of letter a) of section 2 of article 10), and interests of the Entity or those of the member's rights subject to management by the Entity;

(ii) or, between their obligations with respect to the Entity and any obligation with respect to any other natural or legal person

The agreements and decisions that affect them as a member of the Entity (such as the loss of membership status of Member or Active Member), as well as others of similar significance that could have a detrimental effect on the affected party (such as decisions regarding disciplinary procedures) are excluded from the previous obligation of abstention.

When the member incurred in the abstention obligation has delegated their vote, or another member(s) has (have) delegated their vote to them, the provisions established in letter i) of section 1 of article 28 shall apply. .

4. Likewise, the right holders shall have the right to the formulation of complaints and claims, and are subject to the protocol of action in cases of error, inaccuracy or falsity of declarations, in accordance with the provisions of sections 2 and 3 of the Article 49 of the By-laws, which states:

Article 49. Sections 2 and 3.

SERVICE CHARTER. CLAIMS AND COMPLAINTS. PROTOCOL OF ACTION IN CASES OF ERROR, INACCURACY OR FALSEHOOD OF DECLARATIONS.

2. Administered members, associate members and management entities with which the Entity has established reciprocal or unilateral representation agreements, may make claims and complaints.

The Entity shall approve a Claims and Complaints Regulation, based on the principles of a right to a hearing, confidentiality, contradiction and impartiality, and based on the following rules:

- Any claim or complaint must be made in writing and signed by the interested party.
- The Entity shall immediately assign a number to the claim or complaint, and will notify the interested party.
- The maximum period in which the claim or complaint must be resolved is, in general, 30 calendar days, starting from the date of the day the claim or complaint is filed in the Entity's records. Said term shall be suspended if the Entity requires the interested party to provide additional information or documentation, and will remain so until the information requested is fully provided. In the case of claims or complaints of special complexity or that affect third parties, the resolution period will be as short as possible.
- The Department in charge of processing will formulate and notify the interested party of a proposed resolution, granting a 15-calendar-day hearing process to make allegations and provide new documentation or information in defense of their interests.
- If, during the hearing process, the interested party communicates the acceptance of the motion for a resolution, it will take effect and the case will be concluded. If there is a partial acceptance of the proposal, the accepted part will take effect, and the case will continue only with respect to the unaccepted part.
- If, during the hearing process, the interested party does not accept the resolution proposal, or only partially accepts it, or if the hearing proceeds without submitting allegations, the Permanent Commission will resolve the claim or complaint in a reasonable manner and will notify the interested party in writing.
- The interested party has the right to go to Court if they are not satisfied with the resolution of their claim or complaint, subject to the provisions of article 34.

The following are excluded from the scope of the claims and complaints procedure, and will be processed and resolved according to their specific regulation: contesting sanctioning agreements in accordance with the provisions of section 7 of article 21, and contesting social agreements in accordance with the provisions of Article 34.

3. The Entity shall approve a Protocol of action in cases of error, inaccuracy or falsehood that affect declarations or documents submitted for registration or already registered, based on the principles of a right to a hearing, confidentiality, contradiction and impartiality and based on the following rules:

- The procedure shall begin with a written communication from the Entity to each interested party, in which a subject number will be assigned.
- The maximum period in which the procedure must be completed is 6 months, counting from the date of the day that the last of the interested parties is notified of the initiation. Said term shall be suspended if the Entity requires the interested party to provide additional information or documentation, and will remain so until the information requested is fully provided.
- Those interested shall be able to participate, both in the act of prior conciliation that in such cases will occur in accordance with the provisions of article 65, as in the subsequent hearing process, to make claims in case the previous conciliation has been concluded without agreement.
- In the event that the act of prior conciliation cannot be held for causes not attributable to the Entity, or that after the conclusion of the conciliation act and if applicable in the case of a hearing process, all or some of the discrepancies that motivated the initiation of the case, the Permanent Commission will resolve the case in a reasonable manner, and notify the interested parties in writing.

- During the processing of the case, all distributions and payments that affect the performances or fixations affected by it shall be automatically suspended.
- The conclusion of the case, either by agreement or by resolution of the Permanent Commission may imply the denial of the registration of declarations or the cancellation of previously registered declarations, as well as, where appropriate, the maintenance of the suspension of all deliveries and payments that affect the performances or fixations affected by the case, measures that may only be without effect by virtue of subsequent agreement of all those affected or by final administrative, arbitral or judicial resolution. In the event that the right holder has received amounts by virtue of declarations whose cancellation is agreed by the Permanent Commission, the Entity may demand the return of said amounts, either from future distributions made in favor of said right holder or by means of the corresponding judicial claim. The resolution adopted by the Permanent Commission shall be without prejudice to the fact that, if appropriate, the corresponding sanctioning procedure is initiated and processed.

The affected right holder has the right to go to Court if they are not in accordance with the resolution adopted by the Permanent Commission, subject to the provisions of article 34.

If, at the time of examining the application for admission as a member, the corresponding governing bodies prove fraudulent inaccuracy or falsehood in the declarations or documents submitted by the applicant, the Board of Directors may deny access to the status of associate member until after a maximum period of ten years has elapsed since such events have been detected, without prejudice to the other civil and criminal effects that could proceed according to the law.

5. The right of the right holder to know the By-laws of AIE and their connection to them, is regulated in section 9 of article 11 of the By-laws, which provides:

Article 11. Section 9

LEGITIMATION. CAUSES FOR REJECTING MANAGEMENT. MANAGEMENT COMMITTEE. ASSOCIATION.

9. The applicant has the right to know the Entity's By-laws, the current text of which is always available on the Entity's official website, notwithstanding that at the time of making the requests mentioned in sections 3 and 7 of this article 11 they can request the delivery of a printed copy.

In any case, once the aforementioned application has been made and signed, it is understood that the applicant fully accepts the content of said By-laws. Once the request has been accepted by the Board of Directors, the right holder assumes the obligation to respect and comply with the provisions therein and to be bound by the agreements adopted by the Entity's governance, management and administration bodies.

FOURTH CLAUSE

ACCUMULATION OF AMOUNTS FOR THE PURPOSE OF PAYMENT. SUSPENSION OF PAYMENT FOR RIGHTS.

1. The amounts distributed shall be subject to accumulation, for the purpose of making a single payment, when they do not exceed the minimum amount established in the Distribution Regulation, which currently regulates the issue in its Article 20, and that states

Article 20°.

ACCOUNTING ADJUSTMENT

In the event that there are payments of economic returns of less than 30 euros per distribution, said amounts shall be computed into the right holder's account until exceeding the indicated limit, in which case they will be paid according to the provisions in art. 19.2 above.

The Board of Directors may modify the amount established in the preceding paragraph without the need to modify the Distribution Regulations, provided that the new amount does not exceed a maximum of 90 euros per distribution.

However, the member whose balance does not exceed the minimum amount set in accordance with the above, may request at any time for AIE to pay the amount of said balance, and AIE shall be obliged to pay within a maximum period of 30 calendar days from the date of request, in which the member must express the chosen payment method. Payment is made in cash at one of the Entity's headquarters or by bank check collected in person by the member or sent by postal mail. If the member requests that the payment be made by bank transfer or any other form of payment, the member must bear the cost of using said means of payment, which will be directly discounted by AIE from the amount of the existing balance of rights in their favor.

2. The possible suspension of the payment of rights by AIE to the member is regulated in article 22 of the By-laws, which states:

Article 22°.

SUSPENSION OF RIGHTS PAYMENT.

1. The Board of Directors may agree in a reasoned manner, at the proposal of the Instructor of the sanctioning procedure regulated in Article 21, and as an interim measure during the procedures in the event that the possible legal classification of the alleged acts is a serious or very serious offense, the suspension and withholding of payment derived from the rights corresponding to the right holder.

Said measure shall be notified to the right holder in question and may be maintained until the final resolution of the sanctioning procedure, without prejudice to its conversion and subsequent application, where appropriate, as a sanction that entails the suspension and withholding of payment of such returns, or in the final loss of them.

2. The same measure will be applied by the Entity during the processing of any cases opened in the framework of the Protocol of action in cases of error, inaccuracy or falsehood that affect declarations, provided for in section 3 of article 49.

3. The same measure may be agreed in a reasoned manner by the Board of Directors, independently and regardless of the penalty sanctions regulated in the preceding articles, at the request made by the Entity's President, the Director General or any right holder with direct interest in the rights whose suspension and withholding of payment has been requested, and provided that the Board of Directors' opinion is that these circumstances are urgent, serious, or relevant, and advise so.

Said measure shall be notified to the affected party and may be maintained indefinitely, as long as the circumstances that motivated its adoption are maintained and no agreement is come to between the affected members, or any final administrative, arbitration or judicial decision made.

4. The same measure shall be applied by the Entity when it receives notification of the agreement adopted in that regard by judicial or administrative authorities, and will be maintained as long as said authority has not agreed to lifting the measure.

FIFTH CLAUSE

LOSS OF STATUS AS ADMINISTERED MEMBER. LOSS OF STATUS AS ASSOCIATE MEMBER. DEATH. TRANSMISSION AND EXTINCTION OF RIGHTS.

1. The causes and effects of a status loss for administered members and associate members shall be governed by the provisions of article 16 of the By-laws, which states:

Article 16. Sections 1 and 3

LOSS OF STATUS AS ADMINISTERED MEMBER. LOSS OF MEMBERSHIP. TERMS.

1. The status of administered member by the Entity is lost due to any of the following causes:

- a) Death or declaration of death, or termination of legal personality.*
- b) For loss, expiry or, in the case that the administered member is a legal entity by transmission, of the ownership of all member's rights which are under management by the Entity.*
- c) Total revocation of the management agreement that has been admitted by the Entity for complying with the requirements, conditions and limits established in section 3 of article 15.*
- d) Unilateral resolution of the management agreement, made by the right holder, in accordance with the provisions of section 2 of article 18.*

2. Status of associate member is lost, in addition to any of the causes of status loss for administered members, for any of the following causes:

- a) Separation or voluntary withdrawal as a member, which may be requested at any time.*
- b)) For being incurred, at the moment of formulating the application for admission as a member, in any of the causes of inadmissibility established in section 2 of article 10, without having declared them beforehand. The assessment of the concurrence of this cause will fall to the Board of Directors and will require the processing of the corresponding inquiry with the granting of a hearing procedure for the affected right holder.*
- c) For being incurred, subsequently after admission as a member, in any of the causes of inadmissibility established in section 2 of article 10; The assessment of the concurrence of this cause will fall to the Board of Directors and will require the processing of the corresponding inquiry with the granting of a hearing procedure for the affected right holder.*
- d) By penalty of exclusion as stated in articles 19 to 21.*
- e) By decision adopted by the Board of Directors in the case provided for in section 5 of article 10.*
- f) For breach of the management agreemenbt by the member, in the case stated in letter b) of section 3 of article 18.*

3. The loss of the administered member status shall produce the following effects:

- a) It shall be accompanied by the termination of the management agreement.*
- b) Under no circumstances shall the right holder have the right to receive a share in the Entity's equity.*

c) And it shall bring about the early maturity of all debts that the right holder has pending with the Entity, and the consequent obligation of the right holder to return those amounts immediately to the Entity.

In case of a breach of aforementioned obligation:

(i) If the loss of the status of administered member is due to any cause other than the total revocation of the management contract, the Entity will retain the management of the rights corresponding to the right holder against third parties, temporarily, until the referred amounts have been returned in full.

The provisions of the preceding paragraph shall not apply when the loss of status of administered member is due to death, provided that all his successors "mortis causa" maintain the status of administered member in the terms provided in section 1 of article 17, in which case all the successors will jointly assume the obligation to return the debts that the deceased right holder had pending with the Entity, although such return will be charged against the successive distribution of rights that are made in favor of said successors .

(ii) And if the loss of the status of administered member is due to the total revocation of the management agreement that has been admitted by the Entity, they will not retain the management of rights, categories of rights, types of rights, types of performances or fixations and territories subject to total revocation, against third parties, even if the debt has not been canceled. In this case, the effects of the revocation will occur in accordance with the provisions of section 3 of article 15, although the right holder and the Entity will be obliged to agree to the terms of the total refund of the outstanding debt balance, and in the event that an agreement is not reached for this purpose, the returns derived from the rights, categories of rights, types of performances or fixations and territories subject to the total revocation, will be considered as guarantee of payment of said outstanding debt balance.

4. The loss of membership status shall result in the membership passing automatically and exclusively for the purpose of receiving the corresponding net economic returns, to the condition of administered member, thus continuing the copyright management agreement, with the exception that if, in addition to the cause of loss of membership status, at the same time - or the right holder invokes - any of the causes of loss of status of administered member provided in section 1 of this article, in which case the effects will apply that are provided in section 4 of this article.

2. The death and declaration of death of the right holder (natural person), the extinction of the legal personality of the right holder (legal person), the transfer of ownership of the rights by right holders of legal entities and the extinction of the ownership of the rights, shall be governed by the provisions of article 17 of the By-laws, which states:

Article 17.

DEATH AND DECLARATION OF DEATH OF THE RIGHT HOLDER (NATURAL PERSON). EXTINCTION OF LEGAL PERSONALITY OF THE RIGHT HOLDER (LEGAL PERSON). TRANSMISSION OF OWNERSHIP OF RIGHTS BY LEGAL PERSONS ADMINISTERED MEMBERS. EXTINCTION OF THE OWNERSHIP OF RIGHTS.

1. In case of death or declaration of death of the right holder, the successors, both as inheritor and legatee, with regards to the rights under management by the Entity, shall continue to be linked to the Entity under the terms of the copyright management agreement.

2. If, after the declaration of death, the absent right holder appears or their existence is proven, they shall regain status as administered or associate member, provided that at the time of the appearance or of proving their existence, their successors continue to be linked to the Entity. In any case, they may request that the Entity once again undertake the rights management or payment, or associate themselves to the Entity again.

3. In the event of the extinction of the legal personality of the legal person right holder, the successors to whom the ownership of the rights under management by the Entity corresponds, will continue to be bound under the terms of the copyright management agreement and to the condition of administered members.

4. The transfer of ownership of all rights under management by the Entity, carried out by the administered member as a legal person, must be communicated to the Entity, attaching a copy of the legal title of the transmission and a request by the new right holder for rights management. Once the documentation has been reviewed, the Entity will terminate the previous right holder, and register the new right holder, as the administered member. If the new right holder does not request the management or payment of rights to the Entity, it will nevertheless maintain the status of administered member by the Entity during the period of two years after the transfer of all the rights.

5. If the administered member ceases to hold ownership of all the rights under management by the Entity by extinction or transmission, they will maintain, however, the status of administered member by the Entity during a period of two years after the extinction of the last of their rights.

3. The total revocation of the management agreement, as well as the unilateral resolution thereof, shall be governed by the provisions of article 18 of the By-laws, which states:

Article 18.

TOTAL REVOCATION OF THE MANAGEMENT AGREEMENT. UNILATERAL RESOLUTION OF THE MANAGEMENT AGREEMENT.

1. The total revocation of the copyright management agreement, which has been admitted by the Entity for complying with the requirements, conditions and limits established in section 3 of article 15, shall result in the loss of status of administered member or member, depending on the case.

2. In accordance with the provisions of article 1.124 of the Civil Code, the serious and repeated breach by the Entity of any of its obligations shall be cause for termination of the copyright management agreement, at the request of the right holder.

To this end, the right holder shall send to the Entity a written request that specifies the breaches that they consider attributable to the Entity, demanding compliance and warning the Entity of their decision to terminate the management agreement in case of not having corrected the breach within 30 calendar days.

If after this period has elapsed the right holder does not feel that the breach has been resolved, the right holder:

a) Cannot consider the management agreement terminated with respect to the intellectual property rights, generated within Spain, whose management must be carried out by intellectual property rights management Entities, given that these are rights of inalienable character and unavailable due to inter vivos acts, whose management must be carried out through Intellectual Property Rights Management Entities, although in such cases the right holder may demand action for the requirement of compliance with the management agreement and for the repair of damages caused by the Entity.

b) And the Entity shall consider that the right holder has taken the decision to terminate the management agreement, limited to those rights other than those referred to in letter a) above and that, where appropriate, are managed by the Entity, and this decision shall take effect from January 1st of the calendar year following receipt of said communication by the Entity.

3. In the event of a breach by the right holder of the management agreement, the Entity shall send a written request that will state the specific breaches they consider attributable to the right holder, demanding compliance and warning of its decision to terminate the management agreement and initiate, if they are member, the corresponding sanctioning procedure in the event that the breach has not been corrected within 30 calendar days.

If this period has elapsed and the Entity deems that the breach has not been duly remedied, the Entity: a) may undertake actions necessary to require compliance with the management agreement or declare the management agreement null with effect from January 1st of the calendar year following the adoption of the resolution agreement, regarding the intellectual property rights included in the Entity's scope of action defined in sections 2), 3) and 4) of section 1 of article 7 which, where appropriate, are under management by the Entity, and may require, in both cases, the reparation of the damages caused to the Entity. b) It cannot declare the management agreement terminated with regards to the intellectual property rights included in the Entity's scope of action defined in section 1) of section 1 of article 7, although in these cases:

(i) the Entity may undertake actions necessary to require compliance with the management agreement and for the repair of the damages caused by the right holder, or for the requirement of the contractual penalties specified in the management agreement

(ii) and, if the right holder has the status of associate, the Entity may declare their status lost, thus passing onto the status of administered member, and, in addition, the Entity may initiate the sanctioning procedure corresponding to the associate .

SIXTH CLAUSE

SANCTIONING RULES FOR THE ASSOCIATE MEMBER.

The sanctioning rules for the associate member are regulated in sections 2 to 5 of article 19 of the By-laws, which state:

Article 19. Sections 2 to 5.

PENALTY RULES FOR THE ADMINISTERED MEMBER. SANCTIONING RULES FOR THE ASSOCIATE MEMBER.

2. The member that fails to comply with the obligations arising from applicable laws, these By-laws, the management agreement, and/or the decisions and agreements of the governing, management and administration bodies of the Entity, or that harms in some unlawful manner the moral or patrimonial interests of the Entity or of another right holder managed by the Entity, may be sanctioned by the Board of Directors or by the General Assembly, depending on the case.

3. Offenses committed by members are classified as minor, serious, and very serious.

Any of the following committed by a member will be considered a very serious offense:

a) Engaged in, at the moment of formulating the application for admission as a member, in any of the causes of inadmissibility established in section 2 of article 10, without having declared them beforehand.

b) Engaged in, subsequently after admission as a member, in any of the causes of inadmissibility established in section 2 of article 10.

c) Violation of any of the obligations established in letters a), d), e), f), g), h), i), j), k), l) or m) of section 1 of the Article 13, or in either of the letters b) or c) of section 2 of Article 13.

d) The committing of any malicious offense against the Entity or any of the members of its governing bodies or of the Internal Control Commission, or the Director General or the Secretary General, or their staff.

e) The committing of two or more serious offenses in a period of 12 months, counting from the dates between which each sanctioning agreement is signed.

The violation of any of the obligations established in letters b), c), n), ñ), or o) of section 1 of article 13, or in any of letters a), d) or e) of section 2 of article 13, as well as the committing of two or more minor offenses in a period of 12 months, counted from the dates between which each sanctioning agreement is signed.

Any other infractions stated in applicable laws, in these By-laws, in the management agreement, and / or in the decisions and agreements of the governing, management and administration bodies of the Entity by the member will be considered minor offenses.

4. Offenses committed by members will be sanctioned:

a) Minor ones, with a written warning. When the sanctioned person holds the category of Member, they may also be sanctioned with not being able to access the category of Active Member for a period not exceeding six months, starting from the date on which the sanctioning agreement is reached.

b) Serious ones, with a written warning and before the General Assembly, and, also with suspension of attendance and voting rights in the Territorial Pre-Assemblies and General Assemblies, and of both active and passive voting in the election of the President of the Entity and other members of the Board of Directors, and voting and passive voting in the appointment of members of the Internal Control Committee, for a period not exceeding one year, starting from the date on which the sanctioning agreement is reached. .

Additionally, when the sanctioned party holds the category of Member, they will be sanctioned, with not being able to access the category of active Member for a period not exceeding one year, starting from the date on which the sanctioning agreement is reached.

In addition, the member may also be sanctioned with the suspension and retention by the Entity of the payments of economic returns derived from their rights that correspond to them from the distributions made by the Entity, during a period of between six months and two years after the date on which the imposition of the sanction agreement is reached.

c) Very serious ones, with a written warning and before the General Assembly, and, additionally: (i) either with suspension of attendance and voting rights in the Territorial Pre-Assemblies and General Assemblies and of both active and passive voting in the election of the President of the Entity and other members of the Board of Directors, and of voting and passive voting in the appointment of members of the Internal Control Committee, for a period not exceeding two years, starting from the date on which the sanctioning agreement is reached, or with the exclusion of status of Member or Active Member, as appropriate; and (ii) with the suspension and retention by the Entity of the payments of economic returns derived from the rights that correspond to the member from the distributions made by the Entity, during a period between two and four years after the date on which the imposition of the sanctioning agreement is reached or with the definitive loss of such income corresponding to the referred period.

In addition, serious and very serious offenses made by associates may entail the loss of access to the benefits and services offered by the Entity to its members, for a period not exceeding one year in the case of serious offenses, and not exceeding two years in the case of very serious offenses.

In the event that the sanctioned person is a member of the Board of Directors or of the Internal Control Commission, the imposition of the suspension or exclusion penalty, respectively provided in letters b) and c) above, will imply the termination of their corresponding position, as stated in article 39.

The exclusion provided in letter c) above will not affect the copyright management agreement, which will continue to be valid for the duration of the agreement, passing the excluded from the status of associate member to the status of administered member when the penalty agreement is reached

5. The imposition of the sanctions provided in the previous sections of this article will be understood without prejudice and regardless of the compensation for damages that, if applicable, the Entity may require from the member, as agreed in the copyright management agreement and / or what is established in letter b) of section 3 of article 18.

SEVENTH CLAUSE

TERMINATION OF MANAGEMENT AGREEMENT.

1. Causes for termination of this agreement are, in addition to those established in section 3 of article 15 and in articles 16, 17 and 18 of the By-laws, previously transcribed, the others established by Law.

2. The death or declaration of death of the MEMBER does not in itself entail the termination of the agreement. The successor, accrediting their status as such, will succeed the MEMBER in the rights managed by the Entity, and will be subrogated in this agreement, although they will integrate with the status of administered member with the rights and obligations established in the By-laws.

EIGHTH CLAUSE

APPLICABLE JURISDICTION AND LEGISLATION. PRIOR CONCILIATION.

For the resolution of differences that may arise between the MEMBER and AIE, regarding the interpretation and fulfillment of this agreement, the provisions of articles 64 and 65 of the By-laws shall be followed, the content of which is as follows:

Article 64.

JURISDICTION AND APPLICABLE LEGISLATION

For all matters that may arise between the right holders and the Entity, and among the former as such, expressly waiving any other jurisdiction that may apply to them, both declare the Spanish Law applicable and shall expressly submit to the Tribunals of the Entity's legal office.

Article 65.

PRIOR CONCILIATION.

Without prejudice to the provisions of the preceding article, any dispute that may arise, whether between the Entity and their members, and among the latter themselves, shall be submitted to a prior conciliation procedure before any legal action is taken, which will involve, as appropriate, either a member of the Board of Directors, a member designated by the disputing member and another member appointed by common agreement between the latter and said Board; or a member of this body and a member designated by each of the contesting members.

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

In witness whereof, for all legal purposes.

I sign in on of of the year

RIGHT HOLDER'S SIGNATURE

We hereby declare that the AIE Board of Directors, meeting on, has agreed to admit the right holder in the category of ASSOCIATE MEMBER , with membership number

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

In Madrid, on of of the year

LUIS COBOS PAVON
PRESIDENTE DE AIE

INFORMATIONAL CLAUSE ON DATA PROTECTION LAWS FOR AIE MEMBERS

1. *Identity and contact details of the person responsible.* Artistas Intérpretes y Ejecutantes, SGDPi (hereinafter, "AIE"), with Tax ID section, G79263414, whose legal office is located at Calle Torrelara, 8, Madrid (28016), informs that the personal data provided to AIE for association will be incorporated into a register of activities for which AIE is responsible. If you have questions about any matter regarding data protection, you can contact AIE at the email address, dpo@aie.es.

2. *Purpose.* You consent that AIE can use your personal data to carry out any of the purposes defined in the AIE By-laws in relation to the management of your intellectual property rights and other related services. In particular, your data will be processed to perform, among others, the following activities, all of them included in the aforementioned phrase:

- i. Collection and distribution of the intellectual property rights that you own.
- ii. Allow you access to the AIE virtual office so you can consult information regarding the collection and distribution of the aforementioned intellectual property rights.
- iii. To respond to any questions you may have for AIE.
- iv. Manage wills in case of death.
- v. Manage embargoes that can be dictated by the competent authorities on corresponding returns.
- vi. Conduct satisfaction surveys on the services that AIE provides to its members.

3. *Legal basis of the data processing.* The processing of your personal data is considered legitimate in accordance with Article 6.1 a) and b) of the GDPR (that is, it is based on being able to maintain the existing legal relationship between You and AIE and with your consent). Your personal data will be kept until you cease being an AIE member. After this period, AIE will block your data for the sole purpose of addressing the responsibilities of any kind that may arise. Once these responsibilities expire, your personal data will be deleted.

4. *Security measures.* AIE will treat your personal data in an absolutely confidential manner. Likewise, it has implemented adequate technical and organizational measures to guarantee the security of your personal data and prevent its destruction, loss, illegal access or illegal alteration. When determining these measures, several criteria have been taken into account, such as the scope, context and purposes of the processing, the state of the art and the existing risks.

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

- i. Other management entities with which AIE has signed Reciprocity Agreements. Access to the data is allowed in order to collect the economic remuneration corresponding to the exploitation of your intellectual property rights in territories other than the territory of Spain. Likewise, your data will be communicated to optimize the collection of such returns globally.
- ii. AIE suppliers of technological and document management services.
- iii. Spanish Tax Agency, for the taxation of distributed income.

6. *International data transfers.* AIE foresees making international data transfers to other management entities located outside the European Union with which it has signed Reciprocity Agreements. You can consult an updated list of all management entities at the following link: <https://www.aie.es/en/users/reciprocity/>. In relation to those located outside the European Union, they must either guarantee an adequate level of protection in accordance with the European Commission or have signed with the AIE the standard contractual clauses approved by the European Commission.

7. *Rights.* You can exercise your right to access, rectify, oppose, delete the personal data provided, as well as your right to, portability or limitation by sending a written document, accompanied by a copy of your ID or equivalent document, to the email address dpo@aie.es. If your request does not meet the necessary requirements, AIE may require its correction. If you consider that your request has not been properly addressed, you can file a claim with the Spanish Data Protection Agency.



Torrelara, 8
28016 Madrid
España
Tel.: 917 819 850
Fax: 917 819 550

Pza. Iberia, 4
08014 Barcelona
España
Tel.: 932 920 555
Fax: 932 921 459

Avda. Blas Infante, 10
41011 Sevilla
España
Tel.: 954 339 184
Fax: 954 343 505

www.aie.es