



## Membership Application. Associate Member

### PERSONAL DATA

NAME ..... 1ST SURNAME .....

2ND SURNAME ..... DATE OF BIRTH.....

DNI / NIE / PASSPORT / RESIDENCE PERMIT / CIF ..... NATIONALITY .....

ARTISTIC NAME .....

ADDRESS ..... TOWN / CITY .....

PROVINCE ..... P.C. .... COUNTRY .....

CONTACT TEL(S): ..... / .....

E-MAIL .....

**TAX RESIDENCE (ONLY IF IT IS DIFFERENT FROM THE PLACE INDICATED AS ADDRESS):**

ADDRESS..... TOWN / CITY .....

PROVINCE ..... P.C. .... COUNTRY .....

### IF THE APPLICATION IS MADE BY A REPRESENTATIVE

NAME ..... 1ST SURNAME .....

2ND SURNAME ..... DATE OF BIRTH .....

DNI / NIE / PASSPORT / RESIDENCE PERMIT / CIF ..... NATIONALITY.....

ADDRESS ..... TOWN / CITY.....

PROVINCE ..... P.C. .... COUNTRY .....

CONTACT TEL(S):..... / .....

E-MAIL .....

### PROFESIONAL DATA

CATEGORY:                      Featured Performer                       Session Musician / Executant                       Both

### BANK DETAILS

**IF YOUR ACCOUNT BELONGS TO ONE OF THE COUNTRIES INCLUDED IN THE SINGLE EURO PAYMENTS AREA, SEPA:**

BANK ACCOUNT - IBAN

**IF YOUR ACCOUNT DO NOT BELONGS TO ONE OF THE COUNTRIES INCLUDED IN THE SINGLE EURO PAYMENTS AREA, SEPA:**

BANK .....

ADDRESS .....

ACCOUNT NUM. .... SWIFT/BIC .....

ABA/ROUTING (EEUU) .....

## DOCUMENTS FOR SUBMISSIONS

- Official valid document providing the identity of the right holder.
- A list of performances and fixations exploited or used in audio, visual or audiovisual form, the intellectual property rights of which are requested to be managed by the Entity, as well as the documents proving ownership over those and the exploitation or use of their performances and fixations, stating, under their responsibility, that they correspond to their person.

### **If acting through a representative, furthermore, it shall require:**

- Copy of notarized special power of attorney to request the membership as an associate member of AIE.
- Where the membership application concerns minors, accreditation of status of legal representative of whom submits the membership application.
- Where the membership application concerns persons judicially incapacitated or under guardianship, testimony of the judicial decision appointing their legal representative, and testimony of the judicial authorization to request the association to AIE.

**Where the documentation proving the identity, legal personality, ownership or representation has been issued by a foreign authority, the Entity may require its legalization in Spain and / or the provision of a sworn translation, without prejudice to the application of international regulations on recognition of foreign documents.**

**The Entity may require the submission of any other additional documents.**

### **Information clause on personal data protection for AIE members**

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

*You consent the processing of your personal data by AIE for all or any of the purposes defined in the Statutes of AIE regarding the management of your intellectual property rights and further services related to this management. In particular, your personal data will be processed and used to carry out the following activities, among others, and all of them included in the abovementioned purpose: I Collection and distribution of the intellectual property rights to which you are entitled as a rightholder. II Access and use allowance to AIE Virtual Office to consult all information regarding the collection and distribution of the abovementioned intellectual property rights. III Response to all requests you may have with regard to AIE's activity. IV Management of testamentary affairs in case of decease. V Management of embargo and attachment proceedings which might be enforced by the competent authorities on the economic remuneration that might correspond to you.*

*The processing of your personal data is lawful under Article 6.1 a) and b) of the GDPR (for the purpose of maintaining the legal relationship existing between you and AIE). Your personal data will be preserved until the date you cease to be a member of AIE. After this period, AIE will block your data for the single purpose of meeting any duties or responsibilities that may arise. Once these duties expire, your personal data will be erased. AIE will process your personal data confidentially. Moreover, AIE has implemented adequate technical and organizational measures to ensure the safety of your personal data.*

*AIE shall allow access to your personal data and/or communicate this data to other management entities holding a Reciprocity Agreement with AIE, to AIE suppliers of technological and document management services, and to the Spanish Tax Agency for the taxation of distributed income. Furthermore, AIE foresees to carryout international transfers of personal data to other management entities located outside of the European Union and holding a Reciprocity Agreement with AIE. You can find an updated list of all management entities at the following link: [www.aie.es](http://www.aie.es). Regarding those management entities which are located outside of the European Union, these shall ensure and equate level of protection in accordance with the European Commission or adhere to AIE standard contract clauses approved by the European Commission.*

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

Dear Sirs,

I hereby:

**1º) REQUEST MY ASSOCIATION to AIE**, expressly wishing to maintain with AIE an association membership, holding political rights (attendance and voting in Assemblies, active and passive suffrage in the election of positions, etc.), in addition to a purely economic relationship, in order to enforce my intellectual property rights.

**2º) I also request AIE to administer the management of:**

A) All the intellectual property rights of compulsory collective management, referred to in section 2 of article 4 of the By-laws. This management will be extended to the territorial scope of Spain and all other countries of the world, except for:

.....  
.....  
.....

B) 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 for:

.....  
.....  
.....

**3º) DECLARE under my own responsibility:**

**ONE.** That I am the original holder of any of the rights subject to being managed by AIE and relative, at least, to a performance published for commercial purposes and/or exploited or used.

**TWO .** That I have participated as a performer in the performances and fixations that are listed in the attached document.

**THREE.** That I have not entrusted to another or person, natural or legal, the management of intellectual property rights whose management I intend to be carried out by AIE.

**FOUR.** That I fully accept the contents of the current valid By-laws of AIE, which I declare I know in full.

**FIVE.** That I am not to be involved in any of inadmissibility causes as an associate member which are recognized section 2 of article 10 of the AIE By-Laws, which text is reproduced in section II of Annex I of the present application.

**SIX.** That I know my rights as an associate member referred to in Article 12 of the AIE By-Laws, which text is reproduced in section II of Annex I of this application.

**SEVEN.** That I know the administration, collection and Assistance and Cultural Fund discounts applied last year in AIE, which are included in section III of Annex I of this Application.

**EIGHT.** That all data and statements contained in this application are true, and / or in the list of performances and fixations attached, exonerating AIE from any liability that may arise in case of error, inaccuracy or misrepresentation.

In particular, I declare to know and accept that AIE shall apply to me the tax regulations that are appropriate based on my tax residence declared in this application, or communicated to AIE by reason of subsequent change, freeing AIE of any liability that may arise from the application by AIE of said tax regulations in the event that the indicated or communicated tax residence is not the real and correct one, or I have not communicated to AIE the subsequent change of the same to keep it always updated.

**NINE.** To know the obligation to communicate to AIE any changes that occur with respect to the data recorded in the present application and / or in the relation of performances and artistic fixations that are attached, exonerating AIE of any responsibility that could arise in case of breach of said obligation.

In consequence, I REQUEST MY ASSOCIATION TO AIE AS AN ASSOCIATIVE MEMBER so that, in my interest, AIE may manage and exert the intellectual property rights that may be applicable to me in accordance with current Spanish Law on Intellectual Property and other Spanish or foreign regulations applicable resulting from my condition of being a performer, and shall proceed to claim, collect and charge that rights.

For these purposes I sign at the end of this document, thus formalizing my Membership as Associate member so that AIE may exert the aforementioned rights.

In ..... on ..... of ..... of the year .....

Signature: .....

## ANNEX I

### I. CAUSES OF INADMISSIBILITY FOR AN ASSOCIATE MEMBER PURSUANT ARTICLE 10.2 OF AIE BY-LAWS:

#### Article 10. Section 2

#### **ASSOCIATE MEMBERS. ASSOCIATIVE MEMBERS CATEGORIES**

#### CAUSES OF INADMISSIBILITY AS ASSOCIATIVE MEMBER.

2. The following are causes of inadmissibility for an associate member:

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 shall 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 a 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.

### II. RIGHTS OF ASSOCIATIVE MEMBERS PURSUANT ARTICLE 12 OF AIE BY-LAWS:

#### 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 transfer 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 assignor to provide additional information or documentation that it deems necessary to adopt a decision on the acceptance or not of the transfer, 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 shall 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 assignor.*

*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 right 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.

- The 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.*

**III. ADMINISTRATION AND COLLECTION, AND ASSISTANCE AND CULTURAL FUND DEDUCTIONS APPLIED BY AIE IN THE YEAR 2021.**

- Administration and collection deduction on the total collection for 2021 according to the annual accounts approved by the Entity: Cost for AIE management 8,45%, which includes international management fees 4,32%, and the OCR AGEDI-AIE management fees 4,73%.

- AIE Assistance and Cultural Fund deduction in accordance with article 178 of the Intellectual Property Law and article 54 of AIE By-laws: 20% on the collection for compensation for private copying, and 10% on other rights managed by AIE.

In ..... on ..... of ..... of the year .....

Signature: .....



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