

# Artist Mandate

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The undersigned:

First Name \_\_\_\_\_  
Surname \_\_\_\_\_  
Place and Date of Birth \_\_\_\_\_  
Artist Name (including pseudonyms and AKA) \_\_\_\_\_  
SNN \_\_\_\_\_  
Address \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Bank Account \_\_\_\_\_  
Sort Code \_\_\_\_\_

Appoints Memetics Ireland Ltd. / Hit Songs Group DBA(Company Number: 592242, 6 Haydens Park Walk, Dublin, Ireland, EU - w.<https://www.hitsongsgroup.com/> e. [Info@HitSongsGroup.com](mailto:Info@HitSongsGroup.com) p. +353 (0) 83 155 6150) to act on his/her behalf to manage his/her neighboring rights to the following conditions:

A. ARTIST is a performing artist and/or a musician and/or a conductor who has performed (or will perform in the future) his/her artistic performances to realize Phonograms;

B. Memetics Ireland Ltd. is a music licensing and collecting company that collects, in Europe and worldwide, some exploitation rights owned by performing artists and/or musicians and/or conductors concerning their performances fixed on Phonograms;

C. ARTIST intends to give Memetics Ireland Ltd. a mandate – with the power of representation – for the execution of activities as per Art. 2 of this Contract, under the following conditions;

NOW, THEREFORE, in consideration of their mutual promises set forth and other valuable considerations, ARTIST and Memetics Ireland Ltd. hereby agree as follows.

## DEFINITIONS

The following expressions shall have the meanings set out below.

“Managed Rights” means the Artist has entrusted Memetics Ireland Ltd. to manage in his/her interest under this Contract.

“Personal Data Form” means the form available through the website of Memetics Ireland Ltd., containing the personal information, the contact addresses, the bank code as well as any other similar data relating to the ARTIST which is necessary for the best fulfillment of this Contract by Memetics Ireland Ltd..

“Phonogram” means the first original fixation of a music recording, of a musical work, or of a sequence of voices and/or sounds from a performance or execution of other sounds, as better defined in the Regulation.

“Playback” means an out-of-commerce support containing a Phonogram (or part of a Phonogram) expressly realized to be used during an artist’s exhibition, instead of using the whole and complete performance of the artist and/or of the musical background.

“Regulation” means the Regulation - approved in compliance with Art. 2.3 of the Statute (published on Memetics Ireland Ltd.’s website [www.Memetics Ireland Ltd..it](http://www.Memetics Ireland Ltd..it)) applicable to ARTIST and to any other artist or rights-holder who has appointed Memetics Ireland Ltd. - and its following additions and modifications, as provided for in Art. 5.

“Repertoire” means the whole database constituted by Phonograms, Playbacks, and Videograms containing the fixed artistic performances of the ARTIST.

“Statute” means the Articles of Association of Memetics Ireland Ltd..

“Territory” means all countries of the world.

“Videogram” means the original fixation of a film, of an audio-visual work, or a sequence of images (including Video clips) synchronized with one or more Phonograms usually for commercial uses or made available to the public - to be considered different from the Phonogram itself and, thus, separately and independently protected.

## CONTRACT’s OBJECT

With regard to the Managed Rights, to the Repertoire, and to the Territory, ARTIST confers a mandate on Memetics Ireland Ltd. - with the power of representation and on a non-exclusive basis - for the execution of the following activities:

(a) to negotiate and to stipulate agreements with users of Phonograms, Playbacks, and Videograms or those companies and/or entities and/or societies in charge – on a collective and/or individual basis – of collecting money deriving from and/or referred to the relevant exploitations;

(b) to collect revenues in the interest of ARTIST with regard to the exploitation of Phonograms, Playbacks, and Videograms;

(c) according to the Regulation, to distribute the collected revenues (as described above) to the individual rights-holders, including ARTIST and any other Italian or foreign performing artist and/or musician and/or conductor, even if he/she has not yet appointed Memetics Ireland Ltd.;

(d) to take any appropriate and necessary initiative - including to claim before a court - to protect the Managed Rights and the Repertoire and, more in general, to prevent any form of illegal infringement of the Repertoire's exploitation;

(e) to implement and to carry out – also through third parties' agreements – all administrative and technical services necessary and useful to fulfill this Contract.

## MANAGED RIGHTS

This Contract specifically refers to the management of the following rights:

(a) the right to receive remuneration for the public communication and diffusion of the Repertoire, with or without profit, including - but not limited to - the public diffusion by radio and/or TV broadcasting, in any way and with any kind of device; by public diffusion in discotheques and in any other public places;

(b) the right to receive remuneration for private copying of Phonograms and Videograms;

(c) all exploitation rights of the Videograms;

(d) all exploitation rights of the Playbacks;

(e) the right to obtain an annual supplementary remuneration;

(f) the right to authorize the Repertoire's fixation for the sole purpose of exercising the above-mentioned rights (a), (c), and (e);

(g) any other similar right owned by the ARTIST and registered to the Repertoire according to current and future national and international laws.

## LIMITATIONS OF THE CONTRACT

4.1. ARTIST has the right to amend and modify this Contract anytime about the Managed Rights and/or the Repertoire and/or the Territory.

4.2. ARTIST shall communicate the modifications (as per Art. 4.1) by means of a registered letter.

4.3. The above-mentioned modifications shall be communicated to Memetics Ireland Ltd. by August 31st of each year and will take effect from January 1st of the immediately following year.

#### REGULATION, MODIFICATIONS, ARTIST'S WITH- DRAWAL

5.1. ARTIST acknowledges and accepts that (i) Memetics Ireland Ltd. will fulfill this Contract according to the Regulation's rules; (ii) all activities object to this Contract may be performed not only in the interest of ARTIST but also in the interest of other Italian and/or foreign artists who are performing artists and/or musicians and/or conductors (or for their successors in the title), although without agreements like this Contract.

5.2. Regulation shall be automatically modified - whenever modifications are approved according to the Statute - with effect from the date of the relevant approval, with no ART- IST's right to object but with the ARTIST's right to withdraw from this Contract in compliance with Art. 5.3.

5.3. In case of modifications to the Regulation, ARTIST may withdraw from this Contract - by means of a registered letter transmitted within 3 (three) months from the modifications' effective date - with effect from January 1st of the immediately following year.

#### RIGHTS AND OBLIGATIONS OF ARTIST

6.1. ARTIST has the right to receive from Memetics Ireland Ltd.:

(a) a four-month statement referred to the Managed Rights' revenues collected by Memetics Ireland Ltd. in the relevant four-month period and due to the ARTIST, according to the Regulation;

(b) the payment of the revenues provided for in the above letter (a);

(c) the essential information concerning the agreements that Memetics Ireland Ltd. has signed with third parties in the interest of the ARTIST, excluding such agreements' confidential information.

6.2. ARTIST undertakes:

(a) to complete and deliver to Memetics Ireland Ltd. the Personal Data Form and - possibly in electronic form - any kind of information concerning the Repertoire, pointing out for each Phonogram which kind of performance the ARTIST has realized and updating all personal and repertoire data regularly;

(b) to pay Memetics Ireland Ltd. the administration fee as per Art. 9;

(c) By signing this agreement the Artist grants exclusivity for neighbor rights collection to Memetics Ireland Ltd. and not to transfer to any third parties his/her money credits accrued about this Contract, without having previously received written consent by Memetics Ireland Ltd.

## TERM

This Contract becomes effective from the date of signature and is deemed with an indefinite duration. Both ARTIST and Memetics Ireland Ltd. may withdraw from this Contract anytime - using a registered letter and/or by registered email – respecting a 6 (six) months notice period. The withdrawal will take effect from the immediately following December 31st.

## EFFECTS OF THE CONTRACT'S TERMINATION ON AGREEMENTS MENTIONED IN ART. 2 (a)

Effective from this Contract's expiration date according to Art. 7, all agreements mentioned in Art. 2 (a) and signed by Memetics Ireland Ltd. with third parties will expire with respect to ART- IST. Any and all revenues earned by ARTIST and referred to the period of validity of this Contract - even if collected after the expiration date - will be paid to ARTIST by Memetics Ireland Ltd., as provided for in the Regulation; therefore, ARTIST shall pay Memetics Ireland Ltd. the administration fee also on such revenues, as per Art

## ADMINISTRATION FEE

9.1. As compensation for the services rendered by Memetics Ireland Ltd., ARTIST undertakes to pay Memetics Ireland Ltd. a \_\_\_\_\_% (\_\_\_\_\_ percent) administration fee on the revenues collected by Memetics Ireland Ltd. and due to ARTIST.

9.3. Memetics Ireland Ltd. shall have the right to compensate its own credit for the administration fees (provided for in this Art. 9) with ARTIST's credits for revenues provided for in Art. 6.1 (b).

## APPLICABLE LAW, MODIFICATIONS

10.1. This Contract shall be governed by and construed in accordance with the laws of the Republic of Ireland.

10.2. No variation or modification of any of this Contract's provisions shall be effective unless done in writing and signed by both ARTIST and Memetics Ireland Ltd.

## JURISDICTION CLAUSE

About any disputes deriving from this Contract - including those concerning its validity, interpretation, execution, and termination – the jurisdiction is exclusively granted to the Republic of Ireland jurisdiction. For the avoidance of doubt, about artists and other rights-holders who are or will become Memetics Ireland Ltd.'s shareholders.

## PERSONAL DATA PROCESSING

12.1 ARTIST acknowledges that the signing and execution of this Contract involve the processing of his/her data, being such processing compliant with the applicable EU/national personal data protection laws. Any terms and conditions of such processing of personal data are established by the privacy policy attached to this Contract, which constitutes an integral part thereof. 12.3 Memetics Ireland Ltd. shall notify the ARTIST in case of substantial amendments to personal data processing.

ARTIST (or POA on behalf of the ARTIST)

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