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## NOVA - MyMusicRights

99 Avenue Achille Peretti

92200 Neuilly-sur-Seine, France

RCS Nanterre

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# MANDATE CONTRACT

## MUSIC WORKS DEPOSIT AND REGISTRATION

*This contract formalizes a one-time mandate entrusted to MyMusicRights for the deposit or registration of musical works with collective management societies, according to the artist's choice.*

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## CONTRACTING PARTIES

### THE AGENT:

The company **NOVA**, registered with the RCS of Nanterre, whose registered office is located at 99 Avenue Achille Peretti, 92200 Neuilly-sur-Seine, France, acting for the purposes of this contract under the brand **MyMusicRights**

*(hereinafter referred to as "the Agent")*

### ON THE ONE HAND,

### THE PRINCIPAL:

- **Artist's name:** \_\_\_\_\_
- **Born on:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ **in:** \_\_\_\_\_
- **Address:** \_\_\_\_\_
- **Email address:** \_\_\_\_\_

*(hereinafter referred to as "the Principal" or "the Artist")*

### ON THE OTHER HAND,

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## CONTRACTUAL CLAUSES

### Article 1 — Subject of the mandate

This contract constitutes a one-time mandate given by the Artist to the Agent to perform, in their name and on their behalf:

- the deposit of musical works with **SACEM**,

- as well as administrative registrations with **SPPF**, **ADAMI** and **SPEDIDAM**.

### **Important clarifications:**

- Only SACEM performs a genuine deposit of works, allowing the official registration of rights holders.
- The procedures with SPPF, ADAMI and SPEDIDAM relate to registration procedures, necessary to allow the artist to be recognized as a rights holder for their performances or productions.

Each deposit or registration is carried out at the express request of the Artist, and gives rise to specific fees, determined according to MyMusicRights' rates. The Agent informs the Artist of the applicable costs for each procedure before any execution.

## **Article 2 — Scope of the mandate and execution deadlines**

The Agent undertakes to carry out the necessary formalities for these deposits and registrations, based on the information and documents provided by the Artist, within **15 working days** from receipt of payment and all required documents.

### **Required documents:**

- Completed work sheet
- Audio files in requested format
- Lyrics (if applicable)
- Valid identity document
- Proof of broadcast or exploitation (if applicable): e.g., link to a streaming platform, concert photo, radio screenshot, broadcast certificate...

*The Agent does not intervene in any way in the commercial exploitation, rights management or collection of remuneration relating to the works or registrations.*

## **Article 3 — Responsibility**

The Agent undertakes to carry out the procedures with the care of a diligent professional. Their responsibility is limited to faults they might commit in the execution of their mission.

### **The Agent cannot be held responsible for:**

- Rejection decisions made by the organizations (SACEM, SPPF, ADAMI, SPEDIDAM) according to their own criteria
- Future exploitation of works or remuneration that would result from them
- Disputes between rights holders relating to deposited works

### **In case of rejection by an organization:**

The Agent immediately informs the Artist of the reasons for rejection and may, at the latter's request,

carry out a new procedure after correction of deficient elements, without additional fees if the rejection results from an Agent error.

**Non-interference clause:**

The Agent acts exclusively as an administrative intermediary. They are neither publisher, nor producer, nor co-author or co-owner of the deposited or registered works. They claim no moral, patrimonial or artistic rights over said works.

**Article 4 — Remuneration and refund conditions**

Services are billed as follows:

**SACEM Deposit:**

- 1 work: €30
- From 2 to 10 works: €25 per work
- More than 10 works: €20 per work

**Registrations with SPPF, ADAMI or SPEDIDAM:** €30 per registration and per society

These amounts are payable before any procedure.

**Refund conditions:**

- In case of impossibility of execution attributable to the Agent: full refund
- In case of rejection by the organization due to an Agent error: full refund
- In case of rejection due to a defect in documents provided by the Artist: no refund
- In case of Artist withdrawal after commencement of procedures: 50% refund

Refunds are made within a maximum period of 30 days from written notification.

**Article 5 — Artist's commitments**

The Artist guarantees:

- To be the legitimate author or co-author of the works concerned
- The accuracy of the information provided
- To provide all required documents within agreed deadlines
- Not to hold rights over the works that would be incompatible with the requested procedures
- That no other person or entity can claim exclusive or conflicting rights over the works covered by the mandate

**Co-authors clause:**

In case of co-written or co-produced work, the Artist undertakes to obtain prior written agreement

from all concerned rights holders before any deposit or registration. The Agent cannot be held responsible for the absence of these authorizations.

## **Article 6 — Conservation of evidence and follow-up**

The Agent retains the transmitted elements for a period of five (5) years. They may be returned to the Artist upon simple request.

The Agent keeps the Artist informed of the progress of their mission and transmits to them, upon receipt, all documents or acknowledgments of receipt from the concerned organizations.

### **Acknowledgment of receipt:**

Upon completion of the procedures, the Agent transmits to the Artist an acknowledgment of receipt or any equivalent proof issued by the concerned organizations (SACEM, SPPF, ADAMI, SPEDIDAM).

## **Article 7 — Duration and nature of the mandate**

The mandate is one-time, non-exclusive, non-renewable. It ends upon completion of the mission defined in Article 1 or in case of early termination under the conditions provided for in this contract.

### **Early termination:**

- **By the Artist:** with 48 hours notice, subject to the refund conditions of Article 4
- **By the Agent:** in case of serious breach by the Artist of their obligations, with 7 days notice

## **Article 8 — Applicable law and disputes**

This contract is governed by French law. The parties will endeavor to resolve any dispute amicably. Failing this, any dispute falls under the exclusive jurisdiction of the courts of Nanterre.

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## **SIGNATURES**

Made in: \_\_\_\_\_ On: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

### **THE ARTIST (PRINCIPAL)**

Name in capital letters: \_\_\_\_\_

Signature: \_\_\_\_\_

### **MYMUSICRIGHTS (AGENT)**

Name and function: \_\_\_\_\_

Signature: \_\_\_\_\_