
NOVA - MyMusicRights

99 Avenue Achille Peretti

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RCS Nanterre

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MANDATE CONTRACT

REGISTRATION WITH COLLECTIVE MANAGEMENT SOCIETIES

This contract formalizes a one-time mandate entrusted to MyMusicRights for the artist's registration with collective management societies for musical rights, according to their artistic profile.

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:** _____
- **Artistic profile:** ☐ Author ☐ Composer ☐ Performer ☐ Producer

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

ON THE OTHER HAND,

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, **registration and membership** with the following collective management societies, according to the Artist's artistic profile:

For Authors/Composers:

- **SACEM** (Société des Auteurs, Compositeurs et Éditeurs de Musique)

For Performers:

- **ADAMI** (Administration des Droits des Artistes et Musiciens Interprètes)
- **SPEDIDAM** (Société Civile pour l'Administration des Droits des Artistes et Musiciens Interprètes)

For Producers:

- **SPPF** (Société des Producteurs de Phonogrammes en France)
- **SCPP** (Société Civile des Producteurs Phonographiques)

Important clarifications:

- These registrations allow the artist to become a member of the concerned societies and benefit from the protection and collective management of their rights.
- The acceptance of membership remains at the discretion of each society according to their own admission criteria.
- Membership fees imposed by the societies are borne by the Artist, in addition to the Agent's fees.

Article 2 — Scope of the mandate and execution deadlines

The Agent undertakes to carry out the registration formalities with the concerned societies, based on the information and documents provided by the Artist, within **15 working days** from receipt of payment and all required documents.

Required documents according to profile:

For SACEM registration (Authors/Composers):

- Copy of identity card or passport
- Proof of work exploitation, choice of:
 - Screenshot of streaming platform (Spotify, Deezer, Apple Music...)
 - Screenshot of YouTube/Facebook/SoundCloud (min. 1,000 views)
 - Copy of CD/vinyl/DVD cover (front and back)
 - Broadcast certificate (radio, concert, TV...)
- SACEM membership fees: €100 (paid directly to SACEM)

For ADAMI/SPEDIDAM registration (Performers):

- Copy of identity card or passport
- Performance evidence (recordings, contracts, certificates)

- Specific documents according to chosen society

For SPPF/SCPP registration (Producers):

- Kbis extract or equivalent
- Production evidence (artist contracts, funding proof)
- Catalog of produced recordings

The Agent only intervenes in administrative registration procedures and does not manage subsequent rights exploitation.

Article 3 — Responsibility

The Agent undertakes to carry out registration 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:

- Membership refusal decisions made by societies according to their own criteria
- Internal processing delays of collective management societies
- Subsequent modifications of membership conditions by societies
- Future rights management once registration is completed

In case of membership refusal:

The Agent immediately informs the Artist of the reasons for refusal and may, at the latter's request, carry out a new procedure after correction of deficient elements, without additional fees if the refusal results from an Agent error.

Non-interference clause:

The Agent acts exclusively as an administrative intermediary for registration procedures. They claim no rights over the Artist's works or rights and do not intervene in subsequent rights management.

Agent's status:

It is expressly specified that MyMusicRights is neither a member, nor affiliated, nor an official partner of collective management societies (SACEM, SPPF, ADAMI, SPEDIDAM, SCPP). MyMusicRights acts as an independent service provider specializing in administrative support for artists.

Article 4 — Remuneration and refund conditions

Services are billed as follows:

Registrations with collective management societies:

SACEM (Authors/Composers):

- MyMusicRights fees: **€150**

- SACEM membership fees: **€100** (paid directly to SACEM)
- **Total: €250**

SPPF (Producers):

- MyMusicRights fees: **€100**
- SPPF registration fees: **€153** (paid directly to SPPF)
- **Total: €253**

ADAMI, SPEDIDAM, SCPP:

- MyMusicRights fees: **€100**
- Society registration fees: **Free**
- **Total: €100**

Degressive rates for multiple registrations:

- **2 societies simultaneously:** -10% on MyMusicRights fees
- **3 or more societies simultaneously:** -20% on MyMusicRights fees

Society fees (SACEM, SPPF) are not subject to degressive rates.

These amounts are payable before any procedure.

Refund conditions:

- In case of impossibility of execution attributable to the Agent: full refund
- In case of refusal due to an Agent error: full refund
- In case of refusal due to a defect in documents provided by the Artist: no refund
- In case of Artist withdrawal before filing the application: 80% refund
- In case of withdrawal after filing the application: 50% refund

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

Important: Society membership fees (SACEM €100, SPPF €153) are never refundable and remain acquired by societies even in case of refusal.

Article 5 — Artist's commitments

The Artist guarantees:

- The truthfulness and accuracy of all information provided
- Being of legal age and having legal capacity to contract
- Legally holding the rights they wish to have managed by societies

- Providing all required documents in agreed formats and deadlines
- Having reviewed the membership conditions of concerned societies

Special multi-profile clause:

In case of registration with several societies corresponding to different profiles (e.g., author AND performer), the Artist confirms legally holding these different capacities over their works and recordings.

Article 6 — Conservation of evidence and follow-up

The Agent retains 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 procedure progress and immediately transmits:

- Society acknowledgments of receipt
- Membership confirmations or refusals
- Access codes and connection information to member spaces

Post-registration support:

The Agent provides the Artist with an explanatory sheet on first steps to take once registration is validated (work declaration, bank details entry, etc.).

Article 7 — Duration and nature of the mandate

The mandate is one-time, non-exclusive, non-renewable. It ends upon acceptance or definitive refusal of membership by concerned societies, or in case of early termination.

Early termination:

- **By the Artist:** with 48 hours notice before filing applications
- **By the Agent:** in case of serious breach by the Artist of their obligations, with 7 days notice

Article 8 — Confidentiality and data protection

The Agent undertakes to treat with the strictest confidentiality all personal and professional information communicated by the Artist within the framework of this mandate.

Agent's commitments:

- Not to disclose, communicate or use Artist's data for purposes other than executing this mandate
- Implement appropriate technical and organizational measures to ensure data security
- Not to retain personal data beyond the duration provided in Article 6
- Comply with applicable regulations regarding personal data protection (GDPR)

Data use: Collected data is used exclusively for:

- Registration procedures with collective management societies
- Administrative follow-up of the file
- Communication with the Artist within the framework of the mandate

Artist's rights: In accordance with current regulations, the Artist has rights of access, rectification, deletion and portability of their personal data by contacting MyMusicRights.

Article 9 — 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.

SIGNATURES

Made in: _____ On: ____ / ____ / 20____

THE ARTIST (PRINCIPAL)

Name in capital letters: _____

Signature: _____

MYMUSICRIGHTS (AGENT)

Name and function: _____

Signature: _____