

# Membership Declaration Music Nest Norway



## Agreement between the Signatory and Music Nest Norway

By signing this Membership Declaration, I agree that I am entering into a legally binding agreement with Music Nest Norway regarding the management of my rights, as described in this Membership Declaration and as stated in the Articles of Association. With my signature, I also declare that I am familiar with and accept the Articles of Association of Music Nest Norway, as well as the ordinary resolutions adopted at any time by the General Assembly.

|                                |                                    |
|--------------------------------|------------------------------------|
| Name of Music Producer         | Responsible for signing (2)        |
| Company structure              | Responsible for e-mail signing (2) |
| Organisation number            | The Company's actual owner(s)      |
| Address                        |                                    |
| Zip code and City              | Name of Bank                       |
| Country                        | Name of Account holder             |
| Phone number                   | Account number                     |
| Contact Person                 | SWIFT-address/BIC                  |
| E-mail                         | IBAN account number                |
| Responsible for signing        |                                    |
| Responsible for e-mail signing |                                    |

## Agreement on the management of rights

The purpose of the association Music Nest Norway is to manage music producer rights to sound recordings and videograms, including collecting and distributing rights remuneration on behalf of the rights holders.

Music Nest Norway is, on behalf of the undersigned, and in accordance with the Articles of Association, entitled, on a non-exclusive basis, to manage the rights to public and private performance and other ways of making available to the public in accordance with Section 20 of the Norwegian Copyright Act, including acquired rights in accordance with Section 16 of the Norwegian Copyright Act (or equivalent provisions due to amendments). The management applies to published as well as unpublished sound recordings and videograms, to accessory rights (for example artwork), and reproduction rights. The signatory further grants Music Nest Norway the right to manage other rights to the extent the General Assembly decides, and to the extent necessary to manage the above-mentioned rights. In addition, it is agreed that Music Nest Norway may obtain information from GRAMO, including broadcast reports. The signatory also consents to that Music Nest Norway, as part of fulfilling the association's purpose, may obtain and process necessary personal data in accordance with current legislation on processing of personal data.

The mandate according to this Membership Declaration does not cover areas which fall within the core business areas of music producers, e.g., on demand streaming services for private end users (e.g. Spotify), nor sale of physical or digital copies. The mandate further does not include management of Music Producers' rights to the extent that these are covered by Gramo's compulsory license in accordance with Section 21 of the Norwegian Copyright Act.

## Transfer of management rights

The signatory hereby assigns a non-exclusive right to Music Nest Norway to manage audio recording and videogram rights within the above-mentioned areas, according to Section 20 and Section 16 of the Norwegian Copyright Act, in force at all times for acquired rights. Furthermore, the signatory assigns the right to manage the signatory's rights within areas determined by the General Assembly in accordance with this Membership Declaration (agreement), and the Articles of Association of Music Nest Norway, and to the extent necessary for the management of the above-mentioned rights.

The transfer applies to the signatory's existing rights, and to future rights. Reference is made to the applicable provisions of the Articles of Association regarding the Members' options to resign from Music Nest Norway, and the option to withdraw the transfer of rights in whole or in part.

The signatory declares that those of the signatory's rights that are relevant to this agreement are not managed by other persons or organizations within the borders of the Kingdom of Norway.

## Signature from person responsible for signing (signatory):

|       |       |
|-------|-------|
| ..... | ..... |
| Date  | Name  |

**NB:** Copy of photo and address identification (e.g., passport or driver's license) of the authorized signatory and documentation for that the signatory is authorized to enter into this agreement must be enclosed this agreement.