

AGENCY AGREEMENT / POWER OF ATTORNEY

BETWEEN:

Mrs/Ms

Miss

Mr

Surname*

First name*

Heir/heirress of *

Personal postal address*

Tax address *(if different from personal address)* *

Telephone* *(country code + number): + (_ _ _)*

Personal email address*

Date of birth* *(dd / mm / aaaa)*

- Tick the box if you are the legal representative of a performer of minor age or a protected person of majority age *(see in the annex the information to be enclosed with this agency agreement)*

Hereinafter referred to as "**the Principal**";

AND:

Name *(natural person) / company name* *

First name* *(if a natural person)*

Represented by* *(if a legal person)*

In the capacity of * *(if a legal person)*

Personal postal address/registered office*

Date of birth* *(dd / mm / aaaa)*

Telephone* *(country code + number) + (_ _ _)*

Email address*

Hereinafter referred to as "**the Agent**";

* **mandatory information**

WHEREAS:

The Principal holds, as a heir/heirress, the intellectual property rights for a performer, collectively managed by ADAMI.

The Agent is known to the Principal in the capacity representative vis-à-vis ADAMI.

The parties have, therefore, decided to conclude this Agency Agreement/Power of Attorney that will be implemented under the conditions described below and notified to ADAMI for its perfect implementation.

Since this Agency Agreement/Power of Attorney is intended for submission to ADAMI, three copies will be signed by the Principal and the Agent, one for ADAMI and two other copies for each of the parties.

THEREFORE, IT IS AGREED THAT THE PRINCIPAL CONFERS ON THE AGENT:

I – SUBJECT OF THE AGENCY AGREEMENT/POWER OF ATTORNEY:

(tick and initial the relevant box(es))

An exclusive agency agreement for payments:

By this Agency Agreement I authorise the Agent to collect in my name and on my behalf the contractual and legal remuneration collected, managed and distributed by ADAMI, irrespective of its origin, including for rights periods preceding conclusion of this Agency Agreement.

In consequence, ADAMI will send the Agent all correspondence concerning said remuneration, and all information and copies of all documents which I could obtain directly from it (including copies of my payment notices issued by ADAMI) for said remuneration.

The Agent may also make any complaints to ADAMI in my name and on my behalf concerning distribution and updating of my personal details, and my repertoire according to the data formats and procedures adopted by ADAMI.

Initials mandatory	
The principal	The agent

An agency agreement for domiciling:

By this Agency Agreement I request ADAMI to send the Agent all correspondence regarding the contractual and legal remuneration collected, managed and distributed by ADAMI, irrespective of its origin, including for rights periods preceding conclusion of this Agency Agreement.

Initials mandatory	
The principal	The agent

A power of attorney:

By this Power of Attorney, I authorise the Agent to obtain from ADAMI any information and copies of any documents I could obtain directly from ADAMI (including copies of my payment distribution notices issued by ADAMI) related to the contractual and legal remuneration due to me which are collected, managed and distributed by ADAMI, irrespective of its origin, including for rights periods preceding conclusion of this Agency Agreement and possibly to make any complaints in my name and on my behalf concerning said remuneration.

Initials mandatory	
The principal	The agent

II – OBLIGATIONS OF THE PARTIES:

Irrespective of the Agency Agreements/Powers of Attorney conferred by this agreement, the Agent shall indemnify ADAMI against any claims by the Principal and/or a third party regarding execution of the Agency Agreement/Power of Attorney entrusted to the Agent as set out herein. It undertakes to indemnify ADAMI for any expenses it may incur on such matters.

In execution of this Agency Agreement/Power of Attorney, the Agent undertakes to inform the Principal of any action/claim it makes against ADAMI and to indemnify the latter against any related claim by the Principal.

The Agent and the Principal acknowledge and expressly accept that the Agency Agreement/Power of Attorney hereby conferred shall not, if the Principal is a member or becomes a member of ADAMI, entitle the Agent to vote in the name of and on behalf of the Principal at ADAMI meetings including the general assembly, this right being strictly personal; nor shall the Agent be entitled to receive related correspondence.

The Agent and the Principal acknowledge and expressly accept that the Agency Agreement/Power of Attorney hereby conferred shall not entitle the Agent to obtain direct communication by ADAMI of identification numbers, identifiers and the personal password of the Principal allowing notably, accessing the personal space of the artist from the website www.artistes.adami.fr. This data, strictly personal and confidential, is sent exclusively to the Principal by ADAMI and any use made thereof is under the Principal's sole responsibility.

The Agent and the Principal expressly acknowledge and accept that information and data communicated to ADAMI and collected by the latter under this agreement will be processed for the primary purpose of collection and distribution of royalties and participation of members in the business of the society. (*)

The parties undertake to inform ADAMI by email, letter or dedicated form(s) which may be accessible online, of any change of contact details including the name used, domicile or registered office, telephone number and email address of the Principal or the Agent, as promptly as possible and at the latest within one month of the change. ADAMI shall not be liable given any failure to provide the information and/or non-receipt of the change or for any payments sent in default of being duly informed of the change. In the hypothesis where a letter or any other document sent to the Principal or the Agent by ADAMI is returned to it for any reason whatsoever, the latter reserves the right to suspend any despatches and/or payment pending regularisation of the situation.

III – TERM OF THE AGENCY AGREEMENT/POWER OF ATTORNEY: *(tick the relevant box)*

- This Agency Agreement/Power of Attorney is concluded **for a fixed term** of months/ years from the date of its signature. It shall expire on its termination date without renewal unless the parties notify ADAMI in writing by joint agreement of their wish to extend the Agency Agreement beyond its expiry date, for another fixed term, or permanently in which case the provisions in the following paragraph shall apply between the parties.
- This Agency Agreement/Power of Attorney is concluded **permanently** from the date of its signature by the Principal and the Agent. However, the Principal and the Agent may revoke it by registered letter with return receipt sent to ADAMI. The party revoking it shall inform the other party accordingly. In default of a deferred date of effect indicated by the two parties, revocation shall be effective from receipt of notice by ADAMI.

On expiry of the Agency Agreement/Power of Attorney, and once expiry has been notified, in the absence of notice of conclusion of a fixed term agreement, ADAMI shall immediately cease any communication with the Agent. However, for an exclusive payment mandate, for revocation to be effective at the time of the next distribution, ADAMI must receive it at the latest one month before said distribution, that is depending on the situation, the 28/02, or the 31/05, or 30/08 or 30/11 (the distribution dates may be amended or updated without prior notice).

IV - DECLARATIONS:

The Principal certifies that any previous agency agreements or powers of attorney with the same subject matter as that conferred herein have been terminated and that the Agent concerned has been notified.

The Principal and the Agent certify they are empowered to validly sign this document accompanied by the documents listed in the Annex corresponding to their situation.

The Principal and the Agent declare they have been informed that the information collected by ADAMI will be processed and declared to the French National Commission for Information Technology and Civil Liberties (CNIL) and that the main purpose of the data processing is the collection and distribution of royalties and participation of members in the life of the society. The data processing has been declared to the French National Commission for Information Technology and Civil Liberties (CNIL). The recipients of the data are exclusively ADAMI and its partners. Under no circumstances will the information be transferred to third parties.

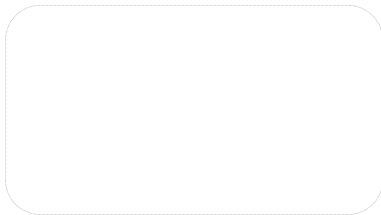
Pursuant to the 'French Data Protection Act' of 6 January 1978, as amended on 6 August 2004, the Principal and the Agent declare they have been informed they have a permanent right of access to data concerning them and the right to request its updating (opposition, rectification, withdrawal) and that they may exercise this right at the Service Relation Artiste by letter sent to ADAMI - Service Relation Artiste, 14-16 rue Ballu - 75311 Paris cedex 09, or by email to relationartiste@adami.fr.

This Agency Agreement/Power of Attorney is governed by the provisions of French law.

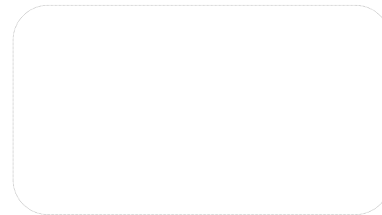
Done at:

On,

As three original copies, of which one for submission to ADAMI



The Principal



The Agent

ANNEX

An original of this Agency Agreement/Power of Attorney must be returned to ADAMI, duly completed, dated, initialled and signed in every part.

→ **Mandatory documents to attach:**

- a photocopy of a valid identity card or passport of the Principal and the Agent;

And if the Agent is a legal person:

- a certified copy of the company's certificate of incorporation and of the designation of the legal representative;
- an original of the letter appointing the person authorised to sign the Agency Agreement/Power of Attorney on behalf of the society, or any official document attesting the power if the authorised signatory is not the legal representative;
- (if existing) a copy of the agency agreement previously signed between the Principal and the Agent.

→ **Additional documents and formalities for:**

EXCLUSIVE AGENCY AGREEMENT FOR PAYMENTS :

- Bank account details provided by the bank, for The Principal and The Agent.

A PRINCIPAL WHO IS A NON-EMANCIPATED MINOR :

<p style="text-align: center;">... represented by both parents jointly exercising parental authority</p>	<ul style="list-style-type: none"> ● Excerpt of the minor's birth certificate issued within the previous 3 months naming the parents exercising parental authority ● Copy of valid identity document (front/back of identity card or passport) of parents and of the minor, if existing ● Signature by two parents and the Agent of the Agency Agreement/Power of Attorney and initials on each page
<p style="text-align: center;">... represented by one parent exercising sole parental authority</p>	<ul style="list-style-type: none"> ● Any document proving parental authority ● Copy of valid identity document (front/back of identity card or passport) of parent and of the minor, if existing ● Signature by the parent and the Agent of the Agency Agreement/Power of Attorney and initials on each page
<p style="text-align: center;">... under legal administration under judicial control</p>	<ul style="list-style-type: none"> ● Authorisation of the correspondent Guardianship Judge ● Copy of valid identity document (front/back of identity card or passport) of legal administrator and of the minor, if existing ● Signature by the legal administrator and the Agent of the Agency Agreement/Power of Attorney and initials on each page
<p style="text-align: center;">... ward of court</p>	<ul style="list-style-type: none"> ● Authorisation of the Family Council or Guardianship Judge ● Copy of valid identity document (front/back of identity card or passport) of guardian and of the minor, if existing ● Signature by the guardian and the Agent of the Agency Agreement/Power of Attorney and initials on each page

A PRINCIPAL WHO IS AN EMANCIPATED MINOR:

- Judgement pronouncing emancipation
- Copy of valid identity document (front/back of identity card or passport) of the minor
- Signature by the minor and the Agent of the Agency Agreement/Power of Attorney and initials on each page

A PRINCIPAL WHO IS A PROTECTED PERSON OF MAJORITY AGE:

- Judgement/order of placing under judicial protection, guardianship, supervision, etc.
- Copy of valid identity document (front/back of identity card or passport) of the signatories
- Signature of duly authorised persons and initials on each page

A question? A specific request? Log in to your online personal account at adami.fr and contact the Performer Relation Department staff using the online messaging facility, or calling: +33 (0)1 44 63 10 00 (option 1) from Monday to Friday from 9 am to 1 pm and from 2 pm to 5.30 pm.