

AGENCY AGREEMENT / POWER OF ATTORNEY Heir / Heiress of a performer

BETWEEN:

☐ Mrs/Ms

☐ Miss

☐ Mr

Surname*

First name*

Heir/heiress of the performer (surname, first name, pseudonym)*

Personal postal address*

Tax address (if different from personal address) *

Telephone* (country code + number):

Personal email address*

Date of birth* (dd / mm / yyyy)

Duly represented by (full name)

In the capacity of ⁽¹⁾ ☐ mother ☐ father ☐ legal guardian

(1) (enclose relevant proof of capacity)

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 / yyyy)

Telephone* (country code + number)

Email address*

Hereinafter referred to as "the Agent";

* **mandatory information**

WHEREAS:

The Principal holds, as 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.

The Agency Agreement/Power of Attorney could be signed by electronic means (electronic signature), in the conditions defined by ADAMI and the applicable legal framework, notably the European regulation 910/2014 "eIDAS"*. In this case, the document signed electronically must be sent to ADAMI and ADAMI could ask, on simple request, any information associated/linked to such signature, notably the information generated by the electronic signature solution or the provider of such solution (document of proof...).

***Electronic IDentification Authentication and trust Services**

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))

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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 to ADAMI in my name and on my behalf: any claim concerning distribution, any modification in contributions to ADAMI in terms of territories (in the conditions stated in ADAMI' Articles of Association and General rules), updating my personal data and those of the performer repertoire I am the heir/heirress of, 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 |
| | |

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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. I also authorise the Agent to update my personal data and those of the performer repertoire I am the heir/heirress of, according to the data formats and procedures adopted by ADAMI.

| 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 performer, whose Principal is the heir/heirress of, 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 Agency Agreement/Power of Attorney shall neither entitle to make resign from ADAMI, in the name and on the behalf of the Principal, the performer the Principal is the heir/heirress of, the Principal being the only one entitled to resign in the respect of the procedure stated in ADAMI Articles of Association.

The Agent and the Principal acknowledge and expressly accept that only one “exclusive agency agreement for payments” can be active (registered at ADAMI) at once.

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.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 in the conditions defined in Article IV below.

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 spending 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 each revoke it in writing (letter, email, message sent from the personal space of the Principal) sent to ADAMI, accompanied with the valid identity card or passport of the party revoking the Agency Agreement/Power of Attorney. The party revoking it shall inform/notify the other party accordingly, in the respect of the conditions the parties may have agreed. In default of a deferred/specific date of effect indicated by the two parties to ADAMI, revocation shall be effective from receipt of notice by ADAMI.

On expiry of the Agency Agreement/Power of Attorney in the conditions mentioned above, it will cease to produce effect and ADAMI shall immediately interrupt any communication with the Agent. However, with regard exclusive payment mandate, considering ADAMI' periods of distribution for revocation to be effective at the time of the next distribution following the said revocation, 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).

In the case the Principal is represented (father, mother, legal guardian) when signing the Agency Agreement/Power of Attorney, the end of such representation (age of majority of the Principal, end of the guardianship) put an end to the Agency Agreement/Power of Attorney:

- Automatically at the age of majority of the Principal or at the end date of the guardianship if such guardianship was for a fixed period;
- From receipt by ADAMI of the documents justifying the end of the representation in the other cases. The Principal and the Agent undertake in such situation to inform and communicate, in the best time, to ADAMI the elements justifying the end of representation (court ruling, ...).

The present Agency Agreement/Power of Attorney will automatically expire at the death of the Principal. The Agent undertakes to inform ADAMI of such death as soon as he gets the information and give/pay back any documents or sums received after the date of death.

IV – PERSONAL DATA:

The conclusion and execution of the Agency Agreement/Power of Attorney lead to collect and process the personal data of the Principal, its representative if any, and the Agent.

The data processing conditions are available by clicking on [this link](#). In the case the Agency Agreement/Power of Attorney is signed by hard copy format, these conditions are provided through the same format (paper one) with the Agency Agreement/Power of Attorney.

V – 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 shall hold Adami harmless against any claim/legal proceeding from third party in this regard.

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.

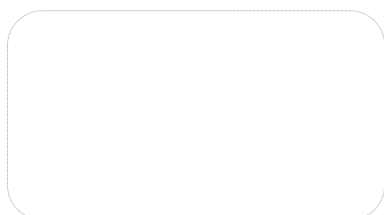
This Agency Agreement/Power of Attorney is governed by the provisions of French law.

Done at*:

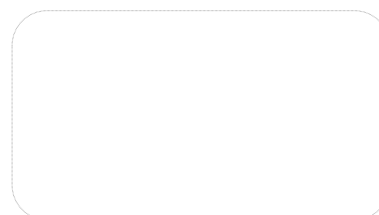
On*:

(dd / mm / yyyy)

As three copies, of which one for submission to ADAMI



The Principal*



The Agent*

*** mandatory information**

ANNEX

The Principal and the Agent are invited to read the provisions of the Agency Agreement/Power of Attorney carefully before signing it. For any question, please contact the Adami Performer Relation Department.

This Agency Agreement/Power of Attorney must be returned to ADAMI (hard copy or electronic format if electronically signed), duly completed, dated, initialled and signed in every part.

→ Mandatory documents to attach:

- a photocopy of a valid identity card or passport of the signatories of the Agency Agreement/Power of Attorney;

In the case the estate of the performer, the Principal is the heir/heiress of, is not registered at Adami:

- Any document, admitted by Adami, providing the necessary information to register the estate and identifying the Principal as heir/heiress

And if the Agent is a legal person:

- an official document attesting the existence/incorporation of the company (certificate of incorporation...) and identifying its legal representative;
- In the case the signatory of the Agency Agreement/Power of Attorney is not the legal representative of the company: a document from the company designating the signatory and attesting his legal capacity to represent the company and sign the Agency Agreement/Power of Attorney;

→ Additional documents and formalities for:

EXCLUSIVE AGENCY AGREEMENT FOR PAYMENTS :

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

A PRINCIPAL WHO IS A NON-EMANCIPATED MINOR :

| | |
|---|---|
| ... represented by both parents jointly exercising parental authority | <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 |
| ... represented by one parent exercising sole parental authority | <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 |
| ... under legal administration under judicial control | <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 |
| ... ward of court | <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.