





Gramex ry  
Pieni Roobertinkatu 16 A  
00120 Helsinki  
(09) 4282 7488  
www.gramex.fi

## GRAMEX CLIENT AGREEMENT

Clients of GRAMEX are performers and phonogram producers who have signed a Client agreement with Gramex.

- Please fill in and sign both copies of the agreement and the performer registration form, and send them to Gramex. We will return you your copy of the client agreement with your Gramex number.
- Gramex shall distribute the collected remunerations into the client's account in Finland or other EU-country.
- Please note that IBAN- and SWIFT-codes are required.

### PERFORMER REGISTRATION FORM

\* Required information

#### Section 1. Performer Details

\* First Names: \_\_\_\_\_

\* Surname: \_\_\_\_\_

Artistic Name(s): \_\_\_\_\_ Group Name(s): \_\_\_\_\_

\* Date of Birth (DD/MM/YYYY): \_\_\_\_\_

\* Tax identification number (TIN/personal ID or such): \_\_\_\_\_

#### Section 2. Other Societies

Are you a full member of any performers or producers societies? If Yes please give details:

\_\_\_\_\_

#### Section 3. Residential Address:

\* Address: \_\_\_\_\_

\* Postcode: \_\_\_\_\_ Tel: \_\_\_\_\_

\* Country: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

#### Section 4. Payment Details

\* Payee Name (max 35 characters): \_\_\_\_\_

\* Bank Name: \_\_\_\_\_

\* Bank Address: \_\_\_\_\_

\* IBAN: \_\_\_\_\_ \*SWIFT/BIC: \_\_\_\_\_

### Section 5. Representative

(Company) name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_ Country: \_\_\_\_\_

Type of representative: \_\_\_\_\_

Contact name(s): \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Section 6.** \* To which address would you like correspondence to be sent?  Residential  Representative

### Section 7. Repertoire Details

Please provide the following information on 3 of your most well known tracks.

Title: \_\_\_\_\_ Year: \_\_\_\_\_

Artist: \_\_\_\_\_ Label: \_\_\_\_\_

Title: \_\_\_\_\_ Year: \_\_\_\_\_

Artist: \_\_\_\_\_ Label: \_\_\_\_\_

Title: \_\_\_\_\_ Year: \_\_\_\_\_

Artist: \_\_\_\_\_ Label: \_\_\_\_\_

### Section 8. Confirmation of Identity (Mandatory)

Please provide: - a copy of your passport  
- Power of Attorney / a letter of authorization (if using a representative)

Please note that we cannot complete registration without these proofs.

### Section 9. Declaration

I, the undersigned, hereby declare that the information given above is true and correct.

\* Signature \_\_\_\_\_ \* Date \_\_\_\_\_

Please sign and attach the relevant proofs as described in Selection 8.

**Please return this form completed to the address below:**

Copyright Society of Performing Artists and Producers of Phonograms - Gramex, Pieni Roobertinkatu 16 A, 00120 Helsinki, Finland



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## CLIENT AGREEMENT

GRAMEX No.

Performing artist: \_\_\_\_\_

Producer: \_\_\_\_\_

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Gramex, Copyright Society of Performing Artists and Producers of Phonograms (hereinafter referred to as Gramex) and

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(hereinafter referred to as the Client) have made the following agreement:

### Article 1 Transfer of Rights to be Administered

By means of this Agreement the Client transfers exclusively to Gramex in Finland and abroad the administering of the Client's rights to:

- 1) remunerations for indirect and direct public performance of recordings.
- 2) remunerations for radio and TV broadcasting as well as other communication to the public.
- 3) make recordings available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them as well as reproduction for such uses as far as the use of recordings is connected with such mass use of recordings that is comparable to forms of use licensed through collective administration. This transfer does not apply to rights transferred by means of a collective labour agreement.
- 4) reproduce phonograms on audio or video tapes, audio or video discs or on any other equipments which are used for public performance or communication to the public.
- 5) private copying levies and other similar payments.
- 6) If the Client is a performing artist, rights to remuneration for the use of an audiovisual music recording in indirect and direct public performance and original communication to the public.

### Article 2 Scope of Administering Authority

The General Meeting of Gramex shall decide to what extent the rights transferred to be administered by Gramex will be administered and what forms of use this administering applies to.

The prevailing scope of administering authority is defined on Gramex' website.

### Article 3 Restricting of the Scope of Administering Authority

The Client may exclude certain countries from Gramex' administering authority or limit administering to apply to the use of recordings in Finland only. Additionally, the Client may exclude certain forms of use of recordings from Gramex'

administering. The restriction categories regarding the forms of use are verified by the Board of Gramex.

In order to implement restrictions, Gramex shall be notified of the restrictions concerning administering of the rights, which notifications shall be issued in writing in a form separately verified. If restriction is not possible for administrative, technical or other legitimate reasons, Gramex shall inform the Client of this without delay.

Notification of restriction shall be given six months prior to the end of the calendar year, and it shall come into effect at the beginning of the next calendar year.

### Article 4 New Rights and Changed Circumstances

In case the rights transferred to be administered by Gramex change due to changes in legislation, national or international agreements or any other similar reason, or the General Meeting of Gramex decides to make changes to the administering authority granted to it or to the rules of distribution, Gramex shall give information about the changes on Gramex' website and in the journal published by Gramex.

A change published in the above-described way shall be a part of this Client Agreement unless the Client informs Gramex in writing about any restriction by the date stated in the announcement.

### Article 5 Authorizing of Gramex

By means of this Agreement the Client authorizes Gramex

- 1) to make agreements regarding conditions of use and remunerations for the use of rights transferred to be administered in this Agreement, to collect and receive remunerations, to hold the collected remunerations for the Client until paid to the Client and to carry out any other measures necessary for the administering of the rights,
- 2) to appear in its own name in court proceedings and to make arbitration agreements in its own name in disputes concerning the rights transferred to be administered by Gramex or the amount of remuneration, and to take any other measures necessary for the administering of the rights,
- 3) to develop such distribution arrangements with

corresponding foreign societies that as much of the remunerations accumulated in the collecting country as possible can be paid out as personal remuneration and

4) to promote legislative reforms to strengthen the rights of performing artists and producers of phonograms as referred to in the Finnish Copyright Act.

#### **Article 6 Distribution and Use of Collected Remuneration**

Gramex shall distribute the collected remunerations in compliance with its rules of distribution. Remunerations to be distributed shall be paid after the data concerning the played music has been processed. In order to receive payment the Client shall fulfil the obligations defined in Article 9.

If personal distribution is not possible or not expedient due to high costs or other similar reasons, the collected remunerations based on reciprocity agreements can be used in the collecting country to promote performing music and phonogram production.

Before distribution Gramex shall deduct any costs incurred from the measures taken by Gramex. A decision can be made by a General Meeting of the Society that after the costs have been deducted, a maximum of 10 % of the sum to be distributed will be used for purposes to promote performing music and phonogram production, transferred to funds or reserves in compliance with the rules of Gramex and as decided upon by the Board of Gramex.

#### **Article 7 Clarification and Distribution Fee**

If the Client does not fulfil the obligations as stipulated in Article 9, Gramex is entitled to deduct from the remuneration to be distributed to the Client a clarification fee verified by the Board of Gramex.

If administering of the Client's rights leads to exceptional costs, Gramex is entitled to deduct a distribution fee verified by the Board from the remuneration payable to the Client.

#### **Article 8 Minimum Remuneration to be Distributed**

The General Meeting of the Society shall decide on a minimum sum to be distributed to the Client. Sums less than the minimum distributed can be used by Gramex for purposes defined in Article 6 Paragraph 3.

#### **Article 9 The Client's Obligations**

It is the Client's obligation to

- 1) provide Gramex with accurate data on recordings in compliance with the procedure verified by Gramex,
- 2) inform Gramex about any clientage or membership in foreign organizations administering remunerations as referred to in this Agreement,
- 3) provide Gramex with up-to-date address data and report any changes to the given data without delay, and
- 4) notify Gramex of any changes regarding administering or ownership of the rights transferred to be administered by Gramex without delay.

Helsinki on \_\_\_\_\_

Gramex, Copyright Society of Performing Artists and Producers of Phonograms

Ilmo Laevuo  
Managing director

#### **Article 10 The Client's Death and Termination of a Corporate Body**

In the event that the Client dies, the rights and obligations defined in this Agreement shall pass on to the Client's heirs.

If the Client is a corporate body, and it is terminated for reasons other than a merger, break-up or bankruptcy, and it has not been stipulated how to use the remunerations referred to in this Agreement, the Board of Gramex may, if not otherwise stipulated in legislation, decide to use the remunerations for purposes defined in Article 6, Paragraph 3.

#### **Article 11 Dissolution of the Agreement**

In the event that the Client intentionally gives incorrect information as defined in Article 9, Paragraph 1, Item 1, or in any other way substantially breaches the obligations as defined in this Agreement, Gramex may immediately dissolve this Agreement without notice and at the same time order all or some of the remunerations payable to the Client to be used to cover the clarification costs and any damage caused. Before making the kind of decision defined in this paragraph, the Client shall be given an opportunity to provide an explanation regarding the case.

#### **Article 12 Notice of Termination of the Agreement**

This Agreement shall be in force until the end of the present calendar year and shall be automatically renewed at the end of each calendar year for additional one-year terms unless terminated in writing a minimum of six (6) months prior to the expiry of the Agreement term.

#### **Article 13 Applicable Law and Place of Jurisdiction**

This Agreement shall be interpreted, and any disputes arising from this Agreement shall be settled in accordance with Finnish law.

Any disputes shall be settled primarily through negotiations. In the event that disputes cannot be settled through negotiations, they shall be settled by Helsinki District Court.

#### **Article 14 Termination of a Previous Client Agreement**

This Agreement shall replace any client agreement previously signed.

#### **Article 15 Distribution Register and Use of Personal Data**

The Client's personal data shall be added to the distribution register kept by Gramex. A separate register report available from Gramex or on the Gramex website provides information on the legitimate use of the registered data.

#### **Article 16**

This Agreement has been drawn up in two identically worded copies, one for the Client and the other for Gramex.

The Client approves the enclosed rules of distribution as part of this Agreement. A General Meeting of Gramex can adopt a resolution to change the rules of distribution.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Client



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Place and date

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Client



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