



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

## CLIENT AGREEMENT

GRAMEX No.

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

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

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

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

**Article 1 Administration Authorization.** With this Agreement, the Client authorizes Gramex to administer the following forms of use of the phonograms and music videos as well as the associated rights of the performer and producer of phonograms as referred to in the Finnish Copyright Act, as well as to collect remunerations for the Client:

### Forms of use:

1. Radio and television use
  - communication to the public
2. Rebroadcasting/satellite
  - communication to the public
3. Background music
  - public performance
4. Internet and data network, forms of use:
  - a. simulcasting
  - b. non-interactive webcasting
  - c. Catch Up services of broadcasting companies
    - communication to the public
    - On Demand
  - d. Video On Demand services
    - communication to the public
    - On Demand
5. Audio fixations or audiovisual programs
  - dubbing rights
6. Private copying compensation
  - right to private copying compensation and other similar remunerations
7. Music videos, forms of use:
  - a. television use
  - b. background videos/public performance
  - c. background video services
  - d. Catch Up services of broadcasting companies
    - communication to the public
    - dubbing rights
    - On Demand
8. Lending and rental
  - lending and rental rights

The General Assembly of Gramex shall decide the extent to which the rights and forms of use transferred into the administration of Gramex will be administered. The prevailing scope of administering authority is defined on Gramex's website.

The administration of the forms of use itemized above, as well as the collection of remunerations for the forms of use, is carried out by Gramex one calendar year at a time.

**Article 2 Factual and Legal Scope of the Authorization.** In principle, the authorization is in force for all forms of use administered by

Gramex. However, the Client may, if desired, exclude certain forms of use from Gramex's administering authority (notification of restriction).

**Article 3 Geographic Scope of the Authorization.** In principle, the authorization is in force in a geographically unlimited area. However, the Client may, if desired, exclude certain countries from Gramex's administering authority (notification of restriction).

**Article 4 Restricting the Authorization.** The above-mentioned notifications of restriction shall be made to Gramex with a separate notification using the right holder customers' online service or by mail.

**Article 5 Entry Into Force of Restrictions.** A notification of restriction must be given six (6) months prior to the end of the calendar year, and it shall come into effect at the beginning of the next calendar year.

**Article 6 New Rights and Changed Circumstances.** In the event that the rights transferred into the administration of Gramex change due to changes in legislation, national or international agreements or for any other similar reason, or the General Assembly 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 its website.

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 7 Authorizing of Gramex.** The administering authority includes the following rights granted to Gramex:

- the right 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.
- the right 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.
- the right to enter into agency agreements with Finnish or international collective management organizations or other parties concerned with the administering of copyrights, based on which Gramex:
  - o can authorize another organization or party to collect remunerations;
  - o receives remunerations for the Client collected by another organization or party.
- the right to promote legislative reforms to strengthen the rights of performing artists and producers of phonograms as referred to in the Finnish Copyright Act.

**Article 8 Distribution and Payment of Remunerations Collected and Received by Gramex and Deductions from Remunerations.**

Gramex shall distribute the collected remunerations (the sum to be distributed) in compliance with its prevailing rules of distribution. Remunerations shall be paid after the data concerning the occurrence of the use has been processed. Gramex's annual distribution payment schedule shall be published on Gramex's website. In order to receive payment, the Client shall fulfil the obligations defined in Article 11.

Before distribution, Gramex shall deduct administration fees from the remunerations gained from the rights and forms of use that Gramex is authorized to administer and from the investment profit gained from these remunerations. The amount of the administration fee can vary based on the form of use.

The General Assembly of Gramex can also decide that, in addition to the administration fee, a maximum of 10% of the sum to be distributed will be used for purposes that promote performing music and phonogram production, transferred to funds or reserves in compliance with the rules of Gramex and as decided upon by the General Assembly of Gramex.

Deductions can be made from the remunerations gained from the rights and forms of use that Gramex has authorized another organization or party to administer through an agency agreement, and from the investment profit gained from these remunerations, only with explicit consent from both parties to the agency agreement.

**Article 9 Clarification Fee.** If the Client does not fulfil the Client's Obligations as stipulated in Article 11, Gramex is entitled to deduct from the remuneration to be distributed to the Client a clarification fee verified by the Annual Assembly of Gramex. In addition, if administering of the Client's rights or contacting the Client generates exceptional costs, Gramex is entitled to deduct from the remuneration to be distributed to the Client a distribution fee verified by the General Assembly of Gramex.

**Article 10 Minimum Remuneration to be Paid to the Client.** The General Assembly of Gramex shall decide on a minimum sum to be paid to the Client. Sums less than the minimum amount to be paid to the Client can be used by Gramex for purposes defined in Article 8 Paragraph 3, if the claim to the remunerations has passed the limitation period as stipulated in the legislation on the limitation of claims, or the remunerations have otherwise not been distributed in the manner stipulated in the Act on Collective Management of Copyright.

**Article 11 The Client's Obligations.** It is the Client's obligation to **1)** provide Gramex with accurate data on phonograms and music video recordings in compliance with the procedure verified by Gramex; **2)** inform Gramex about any clientage or membership in foreign collective management organizations administering rights and forms of use as referred to in this Agreement; **3)** provide Gramex with up-to-date personal, contact and bank account information and to report any changes to the given information without delay; and **4)** notify Gramex of any changes regarding administering or ownership of the rights and forms of use transferred to be administered by Gramex without delay.

**Article 12 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 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 General Assembly of Gramex may, if not otherwise stipulated in

legislation, decide to use the remunerations for purposes defined in Article 8, Paragraph 3.

**Article 13 Dissolution of the Agreement.** In the event that the Client intentionally gives incorrect information as defined in Article 11, 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 14 Notice of Termination of the Agreement.** This Agreement shall be in force until the end of the calendar year in which the Agreement was concluded 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 end of the calendar year.

**15 § Applicable law and court of law.** 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. However, if the dispute arising from this Client Agreement concerns the right holders' rights as referred to in Chapter 2 of the Act on Collective Management of Copyright, the dispute shall be settled in the Market Court.

In addition, the Client has a separate right to appeal the matter through the appeal process in accordance with Gramex's rules, in the event that the matter concerns procedures, neglect or a decision on the part of Gramex that has an impact on the rights or interests of the Client according to the Act on Collective Management of Copyright.

**Article 16 Termination of a Previous Client Agreement.** This Agreement shall replace any client agreement previously signed.

**Article 17 Register Data and Obtaining, Transferring and Distribution of the Client's Data.** The Client's personal and contact information as well as tax and bank account information shall be added to the registers 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, where it is distributed and the rights of the registered person.

Gramex has the right to obtain the tax information of the Client necessary for carrying out the payments from the taxation authority, as well as the right to provide the taxation authority with information about taxation related to the Client.

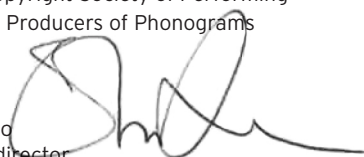
The Client agrees that his or her data can be transferred outside of Finland in order to collect, administer and distribute remunerations for performing artists and producers of phonograms, as well as to international data systems that support and carry out the collection and distribution of remunerations, such as the IPD register and the VRDB2 system.

**Article 18 Other.** This Agreement has been drawn up in two (2) 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 Assembly of Gramex can adopt a resolution to change the rules of distribution.

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

Gramex, Copyright Society of Performing Artists and Producers of Phonograms

Ilmo Laevuo  
Managing director



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

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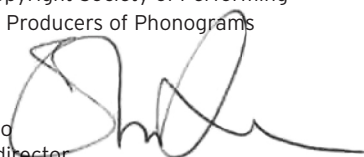
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Helsinki on \_\_\_\_\_

Gramex, Copyright Society of Performing Artists and Producers of Phonograms

Ilmo Laevuo  
Managing director



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

\_\_\_\_\_  
Client



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## 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 client card, 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.

.....

### CLIENT CARD: NEW CLIENT AS PERFORMING ARTIST

FAMILY NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

PSEUDONYM: \_\_\_\_\_

GROUP NAME OR ORCHESTRA: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

FINNISH SOCIAL SECURITY NUMBER: \_\_\_\_\_  
 (if applicable)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

(street, postal code, town, country)

TEL. NUMBER: \_\_\_\_\_ MOBILE TEL: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NAME OF BANK: \_\_\_\_\_

ADDRESS OF BANK: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

IBAN CODE: \_\_\_\_\_  
 (if you are unsure of the above please contact your Bank.)

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE