

Gramex Port of Music Keilasatama 2 A FI-02150 Espoo, Finland www.gramex.fi

AGREEMENT ON THE TRANSFER OF THE GRAMEX RIGHTS HELD BY THE PRODUCER OF A PHONOGRAM

I Background to the Agreement

This agreement stipulates how the Gramex rights to each individual phonogram held by the producer of a phonogram are transferred to the transferee.

Definitions

a) Producer of a Phonogram

In compliance with Article 4 in the Gramex disbursement rule the producer of a phonogram is the natural or legal person on whose initiative and responsibility the sound of a performance, another sound or the symbols representing a sound is/are fi xed for the fi rst time.

b) Gramex Rights

The Gramex rights, whose transfer this agreement stipulates, refer to the rights in compliance with the Finnish Copyright Act that are held by the producer of a phonogram and which the producer of a phonogram on becoming a Gramex client transfers to Gramex to attend to solely in Finland and abroad as defi ned in the client agreement, in other words:

- 1) The right to remuneration for indirect and direct public performance of phonograms.
- 2) The right to remuneration for radio and TV broadcasting of phonograms as well as other communication to the public except when communication is commissioned and requested.
- 3) The right to make phonograms available to the public in such a way that members of the public may access them in a place and at a time individually chosen by them as well as reproduction for such uses as far as the use of phonograms 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) The right to reproduce phonograms on audio or video tapes, audio or video discs or on any other equipment which is used for public performance or communication to the public.
- 5) The right to private copying remuneration and other similar payments in accordance with the Finnish Copyright Act.

II Agreement

1. Contracting Parties				
1				
(as the producer of the recording)				
GRAMEX number (if any):				
Business/personal code:				
2.				
(as the transferee)				
GRAMEX number (if any):				
Business/personal code:				

*) If there are several contracting parties, an appendix shall be used

2. Rights transfer agreement

By means of this agreement the producer of a recording transfers the Gramex rights to a phonogram/phonograms specified in a separate appendix to the transferee.

Scope of the rights to be transferred:

Of all the Gramex rights to the phonogram specifi ed above, this agreement transfers % to the transferee(s).

Other

The rights transferred in this agreement are transferred to the transferee for the time being. The transferee will be paid the Gramex remuneration for the phonogram(s) covered in this agreement that will accumulate to the specifi ed phonogram starting from the beginning of year 20 _____ for performing and reproducing of phonograms.

The transferee shall send one original of this agreement to Gramex.

3. Signatures and date			
	/ 20		/ 20
Place and date		Place and date	
(producer of the phonogram)		(transferee)	
		_	
(none in block labbora)		(rama in blank laktora)	
(name in block letters)		(name in block letters)	



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APPENDIX

20) _

Object of the rights to b	e transferred:			
Title of the phonogram:				
Performer/band:				
Recording year:	Release date:	month:	year:	
Record code:				
Original producer:				_
Titles of the pieces:				
1)				
5)				
13)				
14)				
15)				
16)				
17)				
18)				
19)				



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APPENDIX

Contracting parties (as the producer of the phonogram) GRAMEX number (if any): Business/personal code: ___ (as the producer of the phonogram) GRAMEX number (if any): _____ Business/personal code: (as the producer of the phonogram) GRAMEX number (if any): Business/personal code: (as the producer of the phonogram) GRAMEX number (if any): Business/personal code: 2. _____ (as the transferee) GRAMEX number (if any): _____ Business/personal code: (as the transferee) GRAMEX number (if any): ___ Business/personal code: (as the transferee) GRAMEX number (if any): _____ Business/personal code: (as the transferee) GRAMEX number (if any): Business/personal code: