



## COLLECTION MANDATE RECORD PRODUCER

- draw up unilateral or bilateral agreements with the Italian Company of Authors and Editors, or with similar Italian or foreign institutes, or with other collecting companies and/or with the users or their associations, concerning the compensation for the private reproduction for personal use and not for profit of phonograms and videograms under Art. 71 septies of L.D.A. Similar agreements can be concluded with foreign Institutes delegated to collect the so called “private copy”;
- authorize the provision of the phonograms for the public, so that everyone can have access to them whenever they want under the Art. 72 of LDA;
- manage also similar and/or additional rights and/or of similar nature to the ones above that can be created within producers and musical editors associated and affiliated, caused from future normative predictions and/or legal dispositions;
- carry out judicial and extra judicial actions, both in civil and penal venue, aimed to suppress the counterfeit, the piracy and the evasion of the fair compensation, as anticipated in L.D.A., even under the aspect of the unfair competition and/or in general of the civils, and request, negotiate and cash, as consequence, the related damages. It's specifically excluded every kind of action between the Associates concerning possible relationships of unfair competition or civils between them.
- to take legal action concerning the subjects below, exercising the essential actions, even in transactional way, collecting the related compensations. This mandate is given for any other similar right due to the handler concerning the Repertoire based on the law (current or future) of the home country or according to international conventions.

2. The mandate is given for the activities referred to in the previous Art. 1 under the current legislation in Italy and in accordance with the current legislation of any interested country for mutual agreements.

3. The mandate is meant effective, from the date of subscription until the 31/12 of the year in which the withdrawal is formally exercised, ex Art. 7 AFI Statute.

The total or partial withdrawal of the brokerage activities custody given to AFI from the handler, can happen, ex Art. 13 AFI Statute, everytime, in written way and with a notice not lower of four months and not more of six months. There will be consequences only at the end of the financial exercise existing at the moment of the withdrawal; it remains the right of the withdrawn handler to get the incomes of which he/she is owner, as the general management rules of AFI. It is meant that the Associate and the withdrawn haven't any rights on AFI's heritage, on refund of associative shares and/or input already paid.

4. The following mandate is given (sign the preferred option):

For every kind of neighbouring rights referred to in the Artt. 3 and 7 of AFI Statute

Only for the following rights: \_\_\_\_\_

5. The following mandate is given (sign the preferred option):

Every European and extra European countries

Exclusively in the following countries: \_\_\_\_\_

Except for the following European countries: \_\_\_\_\_

Except for the following extra European countries: \_\_\_\_\_

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6. The Handler can change everytime the territories as defined in the previous Art. 5 of the following mandate and/or the rights defined in the previous Art. 4 through a registered mail and/or PEC [afisegreteria@legalmail.it](mailto:afisegreteria@legalmail.it) , with a notice of four months and a validity from 01-01 of the next year (this is for the production of effects concerning the end of the outstanding financial year).

7. The Handler has the right to get from AFI:

- a) Information about agreements concluded with third parties are published on the Governance Section of AFI website [www.afi.it](http://www.afi.it)
- b) The financial statement of which the handler has ownership in accordance with the following mandate and with the timing and reporting showed on the Association's Regulation ex Art.8 of AFI Statute.
- c) The payment of fees (as defined in point B) under Artt. 14 – 19 of Legislative Decree 35/2017.

8. The Handler must:

- a) Provides AFI, in electronic way or through specific platform available on the website [www.afi.it](http://www.afi.it) with related restricted area, with a personal password, any information about the rights' registration of which the handler is entitled, and must communicate every data change as defined at the beginning of the following mandate;
- b) Pay AFI a percentage compensation as commission for the administrated rights, as annually defined from the Council and stressed into the distribution order on the website [www.afi.it](http://www.afi.it) on the Governance Section;
- c) Don't give away the accrued credits executed in the following mandate, without a written approval from AFI.

9. AFI has the authority to execute the following mandate by drawing up collaboration agreements between other italian/ foreign collecting companies.

10. The following mandate is regulated in conformity with the Italian law, therefore any change and/or addition must be carried out in written way through registered mail and/or PEC [afisegreteria@legalmail.it](mailto:afisegreteria@legalmail.it). For any dispute concerning the interpretation and/or the validity and/or the effective of the following mandate is competence of Milan Court only.

11. The Handler declares to know the recognised rights to those involved in personal data of Legislative Decree of 30th June 2003, n. 196 and of the exercisable rights as defined in the same Legislative Decree ( especially, art. 7).

The Handler's related information as defined in Art. 13 of the Legislative Decree n. 196 of 30th June 2003, is available on AFI website [www.afi.it](http://www.afi.it).

The Handler authorizes from now on AFI to the treatment of the above data for informative, administrative purposes which are necessary for the execution of the following mandate, including the communication to third parties.

Stamp and signature: \_\_\_\_\_

The undersigned declares that all the clauses of the following Mandate have been discussed and negotiated as defined in the purposes of the Artt. 1341 and 1342 c.c. and all the related rights are specifically approved.

Stamp and signature: \_\_\_\_\_