

Membership Declaration

Publisher

Company name ("Publisher"): _____

Address: _____

Company registration number: _____ Country: _____

VAT number: _____ Phone: _____

Email: _____ www: _____

On behalf of Publisher the undersigned declare to be aware of the Articles of Association of Koda, and Publisher hereby enter into a legally binding agreement with Koda regarding the management of Publisher's rights as described on the following pages.

Date: _____ Place: _____

Title: _____ Full name: _____

Signature: _____

Bank details

Bank name: _____ Bank address: _____

Registration number: _____ Account number: _____

SWIFT/BIC: _____ IBAN: _____

ABA/Routing: _____

Agreement on management of rights

Transfer of the exclusive administration right

Publisher hereby grants exclusive authorisation to Koda to administer the public performance rights of Publisher's works as well as the exclusive authorisation to administer the rights to record and reproduce the works on recording devices capable of reproducing them such as records, compact-discs, tapes, videos, sound films or any similar present or future device (Mechanical reproduction rights and distribution rights for audio, audiovisual and multimedia carriers).

In addition, Publisher grants an authorisation (non-exclusive) to Koda to administer the right to making available online on-demand, including the reproduction related hereto, of Publisher's works in graphic form, ie. as texts, sheet music, chord symbols or in other similar current or future forms, including in machine-readable form.

The transfer of rights does not include the right in dramatico-musical performances of operas, musical comedies, musicals, ballets, pantomimes, and revue-theatre performances.

The transfer of rights gives Koda the authorisation, on Publisher's and Publisher's successors' behalf, to protest against any infringement of these rights, and to take any measure in fact or in law, which might prove necessary in order to protect these rights.

The transfer of rights moreover entitles Koda to let a third party represent part or all of the rights in question, in Denmark as well as in the rest of the world, except for any territorial limitations defined below.

Categories of rights

A member has the right to limit Koda's authorisation, restricting Koda to manage specific categories of rights. Koda operates with the following categories of rights:

1. General public performance

2. Broadcasting
3. Online (except broadcast)
4. Phono-mechanical
5. Audio-visual-mechanical
6. Synchronisation.
7. Graphic rights for online use (on demand making available).

Furthermore, it is possible to divide the management of rights on a geographic level.

Should a member wish to restrict or terminate Koda's authorisation to manage the rights in one or more of the aforementioned categories, this can be done in connection with the membership registration or with six months' notice to the end of Koda's financial year.

Included works

The transfer of rights applies to all existing and possible future musical compositions with or without lyrics, owned or controlled by Publisher. In the event that there are works as to which Publisher already has granted prior authorisation of the rights covered by this agreement, Koda is entitled to request that Publisher submits all information and all documents, which may prove necessary in order to establish the extent of such arrangements.

Documentation and notification

It is Publisher's responsibility to supply Koda with a list of the works presently owned or controlled by Publisher and to supplement this list with information of new works assigned to Publisher. Publisher furthermore agrees to supply Koda with all the information on the works owned



Agreement on management of rights

or controlled by Publisher, necessary to Koda in connection with collection, registration, and distribution.

If the occasion should arise, Publisher is obliged to produce documentary evidence showing that Publisher owns or represents the rights in the works, which Publisher has notified to Koda, and that all necessary permissions from other rightsholders have been obtained. Publisher acknowledges that according to Koda's Articles of Association, Publisher is only entitled to receive distributions for correctly notified works.

Distribution of royalties

Publisher acknowledges that Publisher, without exception, is subject to Koda's rules concerning the distribution of royalties yielded by the administration of rights pursuant to this agreement. This applies not only to the rules laid down in Koda's Articles of Association but also to any decision made in this regard by Koda's Board of Directors.

Publishing agreements

To the extent, that the Articles of Association of Koda and the conditions of the present agreement allows Publisher to transfer or acquire shares of royalties by a publishing agreement, Koda shall be notified immediately. Any such publishing agreement must explicitly mention that collection and distribution of royalties must be administered by Koda or by the societies co-operating with Koda.

Transfer of the rights

The successors to Publisher's rights shall be under an obligation to respect this membership agreement in the

same way as Publisher is. In case the business of Publisher is transferred to a third party in whole or in part, such third party will carry the same obligations towards

Koda as Publisher.

Moreover, Publisher acknowledges that Koda only distributes to members who have composed, written or published the works covered by the administration of rights. Publisher is therefore precluded from transferring the right to receive distributions from Koda to a third party, apart from consideration deriving from publishing agreements entered into with publishers being members of Koda or of one of Koda's foreign sister societies.

Non-commercial uses

Regardless of the authorization to Koda, Publisher shall have the right to grant licenses for non-commercial uses of any rights, categories of rights or types of works and other subject matter that they may choose. Considering a just and appropriate administration, Koda's Board of Directors decides the guidelines on how non-commercial use is to be defined and understood as well as defining the categories of rights, types of works and other subject matter. These guidelines are published on Koda's website.

Specific limitations to the transfer of rights:

Territories

Notwithstanding any of the above, the membership applies only for the following territories:
