



RECORDING ARTIST FORM FOR REGISTRATION IN THE DIRECT-TO-RECORDING ARTIST DISTRIBUTION SCHEME

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PART A: DETAILS OF RECORDING ARTIST (SOLO OR GROUP); MASTER RIGHTS HOLDER; NOMINATED CLAIMANT; BANK ACCOUNT; GST AND EXECUTION

1. Definitions and Interpretation: In this Form, if not otherwise stated:

- a. **Business Day** means any day other than a Saturday, Sunday or public holiday in New Zealand;
- b. **Distribution** means the sums of money due and payable by Recorded Music to the Master Rights Holder (being that relevant part of the Total Remuneration less any Recorded Music Expenses) for each Financial Year;
- c. **Distribution Period** means the period in each Financial Year that Recorded Music has completed the analysis of data from the preceding Financial Year and is in a position to make Distributions due to, among others, the Registered Recording Artist under and pursuant to the Scheme;
- d. **Distribution Policy** means Recorded Music's policy for the calculation, allocation and payment of Distributions, as approved by and varied from time to time by Recorded Music's board of directors and published on its website at www.recordedmusic.co.nz;
- e. **Financial Year** means the period from 1 January to 31 December;
- f. **Form** means this form, comprising this Part A; the further terms and conditions set out in Part B following execution as well as the list of Relevant Recordings set out in Part C;
- g. **Master Rights Holder** means that artist/band name or label/company name noted on and who has executed this Form and who exclusively owns or controls rights in New Zealand, or is authorised to grant rights to third parties in New Zealand, in Sound Recordings and Music Videos and who then grants a licence to Recorded Music for Recorded Music to use and sub-licence those rights such that they are then Controlled Recordings and Controlled Videos;
- h. **Nominated Claimant** The Nominated Claimant will be the party that receives the Distributions from Recorded Music because they are either the Registered Recording Artist or because they have been appointed by the Registered Recording Artist to be the recipient of Distributions on its behalf and will, if not the Registered Recording Artist, be responsible for onward payment of such Distributions to the Registered Recording Artist as is agreed between and among them, and of which agreements or arrangements, Recorded Music is not privy. However, to ensure sufficient authority and transparency, the Nominated Claimant will execute this Form by way of confirmation and acknowledgement by both parties of such authority;
- i. **Master Rights Agreement** means that agreement signed by the Master Rights Holder as a licensor to Recorded Music as downloadable from Recorded Music's website at www.recordedmusic.co.nz and which, for the time being, is called an "Input Agreement";
- j. **Music Video** means a film (as that term is defined in the Copyright Act 1994) that embodies a Sound Recording or a sound track which, if made separately from the film, would be a Sound Recording and **Controlled Video** means all of the Music Videos which the Master Rights Holder exclusively owns or controls the rights in New Zealand, or is authorised to grant rights to third parties in New Zealand, which may vary from time to time;
- k. **Recording Artist** means the artist, solo or group, noted on the label copy or metadata for any given Controlled Recording or Controlled Video;
- l. **Recorded Music Expenses** means those expenses or reserves incurred in properly managing the business of Recorded Music and as more specifically described in the Master Rights Agreement;
- m. **Relevant Recording** means those Controlled Recordings or Controlled Videos listed in Part C of this Form and updated and added to from time to time;

- n. **Scheme** means the scheme for making Distributions directly (i.e. rather than via the Master Rights Holder) by Recorded Music to the Registered Recording Artist, certain terms and conditions pertaining to which are either set out in this Form (which will take priority) or other details pertaining to the Scheme as published on Recorded Music's website at www.recordedmusic.co.nz. For the purposes of further clarification, Recorded Music has previously called the Scheme the "**RAP Fund**" and more latterly the "**Direct-to-Artist Scheme**" but it is now/will be called the "**Direct-to-Recording Artist Scheme**";
- o. **Sound Recording** means:
 - i. A recording of sounds, from which the sounds may be reproduced; or
 - ii. A recording of the whole or any part of a literary, dramatic or musical work, from which sounds reproducing the work or part of it may be reproduced;
 regardless of the medium on which the recording is made or the method by which the sounds are reproduced or produced and **Controlled Recording** means all the Sound Recordings the Master Rights Holder exclusively owns or controls the rights in New Zealand, or is authorised to grant rights to third parties in New Zealand, which may vary from time to time;
- p. **Total Remuneration** means all the sums received by Recorded Music by way of licence fees or otherwise in carrying on its business and as more specifically described in the Master Rights Agreement;
- q. A reference to the **singular** includes the **plural** and vice versa;
- r. A **person** includes a natural person, partnership, joint venture, association, corporation of other body corporate; and
- s. Any **legislation** is a reference to that legislation as amended, consolidated or replaced.

2. **Completion and Execution of this Form:** This Form may be completed and submitted by another person on behalf of both the Recording Artist and the Master Rights Holder. However, this Form (in order for the registration into the Scheme to be effective) **MUST** be executed by **BOTH** the Recording Artist and the Master Rights Holder.

3. **Nominated Claimant must also Execute if not the Registered Recording Artist:** If the Nominated Claimant is not the Registered Recording Artist, then the Nominated Claimant must also execute this Form.

4. **Details of the Recording Artist:**

Name of Recording Artist : _____

Email of Recording Artist : _____

Phone of Recording Artist : _____

[Note: Once this Form is duly completed and executed by both/all parties, the Recording Artist is then generally referred to as the Registered Recording Artist]

5. **Details of the artist/band name or label/company name:**

Name of the Master Rights Holder : _____

Email of the Master Rights Holder : _____

Phone of the Master Rights Holder : _____

6. Details of the Nominated Claimant:

Name of the Nominated Claimant : _____

Address of the Nominated Claimant : _____

Email of the Nominated Claimant : _____

Phone of the Nominated Claimant : _____

7. Bank account details for the Registered Recording Artist or, if applicable, the Nominated Claimant:

Bank account name: _____

8. GST number (if applicable) of the Registered Recording Artist or, if applicable, the Nominated Claimant:

9. Acknowledgement, Agreement and Execution by the Registered Recording Artist, the Master Rights Holder and, if applicable, the Nominated Claimant: Both or each of the Registered Recording Artist, the Master Rights Holder and, if applicable, the Nominated Claimant:

- a. Confirm they have read and understood the terms and conditions as set out in this Form; and
- b. Confirm they have read and understood the terms and conditions of the Scheme; and
- c. Warrant that the information detailed in this Form is true and correct; and
- d. Have agreed to the payment of Distributions to the Registered Recording Artist in accordance with the terms and conditions set out in this Form and the Scheme; and
- e. Accept that all decisions made by Recorded Music regarding the operation of the Scheme will be final and binding.

EXECUTION:

Name of the Recording Artist : _____

Execution by the Recording Artist : _____

Date : _____

Name of the Master Rights Holder : _____

Execution by the Master Rights Holder : _____

Date : _____

Name of the Nominated Claimant (if applicable) : _____

Execution by the Nominated Claimant : _____

Date : _____

PART B : OTHER TERMS AND CONDITIONS

9. **Eligibility - NZ Citizen or Resident:** To be eligible for entry into the Scheme, the Recording Artist must be either a New Zealand citizen or a permanent resident of New Zealand. Recorded Music may therefore request verification of citizenship or residency at any time and reserves the absolute discretion to not accept the registration by the Recording Artist if this requirement is not met to its satisfaction in all respects.
10. **The Scheme is Not Retrospective:** All Distributions, including those Distributions made as part of the Scheme, are made annually and Recorded Music does not retain funds prior to any current Distribution. As such, Recorded Music is unable to pay any Distributions on a retrospective basis.
11. **Distribution Period:** The period for calculating any Distribution due to the Registered Recording Artist pursuant to its registration in the Scheme is in each Financial Year.
12. **Distribution Payments:**
 - a. Recorded Music will endeavour to make payments in relation to Distributions twice (but different pools in each case) per year for the Financial Year immediately prior to the Distribution Period (**Distribution Payments**);
 - b. Recorded Music will make every effort to make Distribution Payments as soon as possible following the end of a Financial Year, however, the Registered Recording Artist acknowledges and accepts that, due to variable elements from year to year (such as the timing of receipt of the Total Remuneration), a set date for Distributions Payments cannot be guaranteed; yet
 - c. Notwithstanding subclause b. above, Recorded Music will endeavour to give the Registered Recording Artist advance notice of when the Distribution Payments will occur in each current year.
13. **Discretion as to Distribution Payments:**
 - a. Recorded Music has the absolute right to determine the minimum payment to be made under the Scheme;
 - b. Where a Registered Recording Artist is licensed or otherwise contracted to the Master Rights Holder, payment can only be made to that Registered Recording Artist if the Master Rights Holder:
 - i. Is also registered with Recorded Music via the Master Rights Holder's entry into and execution of the Master Rights Agreement (Input Agreement); and
 - ii. Has also executed this Form; and
 - c. If, in the event Recorded Music makes any overpayments of Distributions, for whatever reason, it reserves the right to recover these payments at any time by requesting return of monies paid or by deducting monies from future Distributions.
14. **Disputes:** If any dispute shall arise between Recorded Music and any of the parties concerning the construction of this agreement as detailed in this Form or the Scheme, such dispute will be subject to the disputes process and procedures of Recorded Music set out on its website at www.recordedmusic.co.nz.
15. **Notification of Changes:** Both or all parties each undertake and agree that they will promptly, and in event no later than **14** Business Days in each case, notify Recorded Music of any change to any of the particulars detailed in this Form.
16. **Termination and Date of Effect:**
 - a. If any party wishes to terminate the Registered Recording Artist's registration in the Scheme, then this must be effected in writing and delivered per the notice provision set out below.
 - b. If there are at least **90** days left in the Financial Year at the time the other party and Recorded Music receives the notice, the termination will take effect at the end of that Financial Year. The termination will otherwise take effect at the end of the next Financial Year.
 - c. Following termination, Recorded Music will continue to account to the parties after the termination date for any Distributions that are duly payable in accordance with its Distribution Policy.

17. **Notices:** A notice under the terms and conditions detailed in this Form and the Scheme must be in writing and must be given to a party by:
- a. Delivering it to the address of the other parties; or
 - b. Sending it by pre-paid post to the address of the other parties; or
 - c. By electronic communication to the email addresses of the other parties; and
 - d. The notice will be deemed to have been received by each relevant party **5** Business Days after sending.
18. **Privacy Notice:** The information provided by the parties in this Form may be personal information under the Privacy Act 1993. Information so collected is only for the legitimate business purposes of Recorded Music and will not be disclosed to any third parties except in accordance with the privacy policy of Recorded Music as detailed on its website at www.recordedmusic.co.nz.
19. **Indemnity:**
- a. The Registered Recording Artist represents and warrants to Recorded Music on an ongoing basis that:
 - (i) It is the Registered Recording Artist of each of the Controlled Recordings or Controlled Videos; and
 - (ii) It is not infringing the copyright or other rights of any other person.
 - b. The Registered Recording Artist also indemnifies, defends and holds harmless both Recorded Music and the Master Rights Holder, and their respective directors, officers, employees, agents and contractors (each an **Indemnified Person**), from and against any direct or indirect claims, demands, actions, proceedings, damages (including additional, exemplary or punitive damages), liabilities, penalties, costs and expenses (including legal fees on a solicitor-client basis) which may be suffered or incurred by an Indemnified Person in connection with the operation of the Scheme and any claim arising under or pursuant to this agreement (as set out in this Form and the Scheme).

PART C : LIST OF RELEVANT RECORDINGS

1. **Each Relevant Recording** : This Part C must be completed for every Controlled Recording or Controlled Video for which the Registered Recording Artist is claiming Distributions in respect of and made under and pursuant to the Scheme:
2. **Separate form (Part C) for each** : If the Registered Recording Artist is registering multiple products (for example an album of Controlled Recordings and a Controlled Video) please fill out a separate form (Part C) for each different product.
3. **Registered Recording Artist** : _____
4. **Configuration** : Album Single Video
5. **Distribution (if any)** : _____
6. **Agreement type** : Exclusive Agreement Non-Exclusive Agreement Distribution Agreement
7. **Name of album, EP, DVD etc.** : _____
8. **Track (Controlled Recording) Details** :

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