

MEMBERS' RIGHTS

Notwithstanding the rights contained in article 15 of the Statutes, all AGEDI members (hereinafter the RIGHT HOLDER) shall have the following rights:

1. The RIGHT HOLDER may choose the rights, categories of rights or subject-matter (phonograms or music videos) he entrusts AGEDI to manage, as well as the territories where said management must be carried out.
2. The distribution and payment to the RIGHT HOLDER shall be carried out with diligence and accuracy, as soon as possible, and in any case in the maximum term of 9 months from 1 January of the year following its collection, although said term could be broken when objective reasons relating in particular to reporting by users, identification of rights, right holders or matching of information on subject-matter with right holders prevent AGEDI from meeting that deadline.
3. The RIGHT HOLDER shall have the right to terminate totally or partially the management mandate granted to AGEDI, withdrawing the rights, categories of rights or types of subject-matter (phonograms or music videos) of his choice, for the territories of his choice, upon serving six months' notice. However, the termination shall take effect from 1 January of the year following the termination.

If there are amounts due to the RIGHT HOLDER for acts of exploitation which occurred before the termination of the management mandate or the withdrawal of rights took effect the RIGHT HOLDER shall retain his rights under paragraphs 2, 4, 5, 6a), b) and c), 7 and 9) of this document.

The previous paragraphs do not apply with respect to the rights whose management must be compulsorily carried out through AGEDI, as is the case of the remuneration right for public communication of phonograms, the remuneration for public communication of music videos envisaged in article 20, paragraphs f) and g) of the Intellectual Property Law, or the equitable remuneration for private copying, which may not be withdrawn from the mandate, unless the Ministry of Culture and Sports grants the corresponding authorization to another collecting society for the management of these rights.

4. THE RIGHT HOLDER shall have the right to receive annual information on the following matters:
 - a) Any contact details which the RIGHT HOLDER has authorized AGEDI to use in order to identify and locate him.
 - b) The rights revenue attributed to the RIGHT HOLDER
 - c) The amounts paid to the RIGHT HOLDER per category of rights managed and per type of use.
 - d) The period during which the uses took place for which amounts are due to the RIGHT HOLDER, except when objective reasons relating to reporting by users prevent AGEDI from providing this information.
 - e) Deductions made in respect of management fees or in any other concept.

- f) Any rights revenue attributed to the RIGHT HOLDER which are outstanding for any period.
5. With respect to the rights collected by AGEDI by virtue of non-exclusive multilateral licenses of online phonogram rights, the RIGHT HOLDER shall have the right to receive, together with each payment received by AGEDI for said concept, the following information:
 - a) The period during which the uses took place for which amounts are due to the RIGHT HOLDER and the territories in which the uses took place.
 - b) The amounts collected, deductions made and amounts distributed by AGEDI for each online right in any phonogram which the RIGHT HOLDER has authorized AGEDI, wholly or in part, to represent.
 - c) The amounts collected for the RIGHT HOLDER, deductions made, and amounts distributed by AGEDI in respect of each online service provider.
6. In response to a duly justified written request, the RIGHT HOLDER shall have the right to receive the following information free of charge, by electronic means and without undue delay:
 - a) The subject-matter (phonograms and music videos) AGEDI represents, the rights it manages, directly or under representation agreements, and the territories covered
 - b) When such subject-matter cannot be determined, the types of subject matter it represents, the rights it manages and the territories covered.
 - c) With respect to the rights AGEDI represents by virtue of non-exclusive multilateral licenses of online phonogram rights, the phonograms it represents, the rights represented and the territories covered.
 - d) The persons composing the management and the governing and representing bodies in AGEDI, as well as the commissions and working groups to which each one belongs, if the case may be.
 - e) The terms and conditions of the contracts signed by AGEDI with users of its repertoire, with their associations and with other collecting societies, as long as he shows a legitimate and direct interest.
 - f) The minutes of the meetings of the General Assembly.
7. THE RIGHT HOLDER shall have the right to raise complaints and claims according to article 73 of the Statutes.
8. The entrustment of his rights to AGEDI will not prevent the RIGHT HOLDER to grant non-exclusive licenses for the non-commercial use of his rights, in which case the RIGHT HOLDER must inform AGEDI about it prior to grant said license.
9. THE RIGHT HOLDER shall have the right at any time to communicate with AGEDI by electronic means.