



Appointment & Authorization for ACTRA PERFORMERS' RIGHTS SOCIETY (c/o/b as "ACTRA RACS" and "Recording Artists' Collecting Society")

LEGAL NAME _____ PERFORMER NAME(S) _____

PRIMARY GROUPS _____ SOCIAL INSURANCE NUMBER _____ DATE OF BIRTH (dd/mm/yy) _____

CITIZENSHIP CANADIAN CITIZEN PERMANENT RESIDENT OTHER _____

COUNTRY OF RESIDENCE _____ GENDER M F Non-Binary

MAILING ADDRESS HOME BUSINESS MANAGEMENT OTHER (LIST) _____

HOME ADDRESS (REQUIRED FOR TAX PURPOSES) _____

TELEPHONE NUMBER _____ EMAIL ADDRESS _____

CHEQUES TO BE MADE PAYABLE TO: (ex.. LEGAL, PERFORMER, BUSINESS NAME) _____

FEDERAL BUSINESS NUMBER (if applicable) BN _____

RACS may use my name and likeness in educational materials pertaining specifically to ACTRA RACS and its services as a collective management organization within the music industry. YES NO

ACKNOWLEDGMENT AND APPOINTMENT

I the undersigned, hereby appoint ACTRA Recording Artists' Collecting Society (RACS) to be my exclusive agent throughout the world for the purposes of licensing users of eligible sound recordings embodying my performances and for the purposes of collecting and distributing to me remuneration, royalties, license fees, levies and all other compensation (Remuneration herein) arising out of the uses of my performances contemplated by sections 15 (reproduction by radio broadcasters), 19 (telecommunication to the public and performance in public) and 81 (reproduction on blank recording media) of the Copyright Act of Canada; together with the right to receive the performer's share of Remuneration otherwise payable pursuant to certified reproduction tariffs to sound recording copyright collectives (including but not limited to so-called broadcast mechanical tariffs)

Furthermore or for clarification:

- 1. The foregoing authorization includes the rights to administer and to enforce my rights related to the use of my performances, including without limiting the generality of the foregoing the right to file and defend tariffs for certification by the Copyright Board.
2. The foregoing authorization also includes the rights to license and to collect and distribute Remuneration arising out of amendments to or expansions of the rights referred to herein.
3. Nothing herein prohibits ACTRA RACS from assigning its rights hereunder or a portion thereof to other societies in order to carry out efficiently its mandate hereunder. For example, but without limiting the generality of the foregoing, I acknowledge that certain rights will be assigned to Re:Sound (formerly NRCC) and to similar societies operating in other territories. In the event that ACTRA RACS assigns all my rights to another collective society, I understand that ACTRA RACS will notify me within thirty (30) days following such assignment.
4. This Appointment is effective as of the date it is signed, will continue in effect for five (5) years and will automatically renew for successive five-year periods unless I revoke it in writing not less than thirty (30) days prior to any renewal date. Revocation shall be effective at the end of the then current term.
5. I authorize ACTRA RACS and its agents to deduct reasonable administrative fees in order to perform effectively their mandate hereunder.
6. For the purposes of proper identification and to the extent necessary for ACTRA RACS and its domestic and foreign agents to carry out its mandate, I consent to the collection, use and disclosure to third party copyright collectives of the personal information contained herein. I understand that ACTRA RACS and its agents shall otherwise maintain this information in a confidential manner.
7. I understand that it is my obligation to supply and to update from time to time a list of all eligible sound recordings embodying my performances.

PERFORMER SIGNATURE _____

DATE _____