

PROXY

The undersigned,

Name and first name: _____

IPI Name Nummer: _____

Residing at: _____

hereinafter referred to as "**Principal**",

Hereby grants a proxy to:

Name/Company name¹: _____

Residing at/registered office at: _____

hereinafter referred to as "**the Agent**",

If applicable, represented by: ²: _____

Hereinafter referred to as "**the Representative**",

For the purpose of

Granting the authority of representation to the Agent within the limits defined by the Principal in Article 1 (hereinafter referred to as the "Proxy").

¹ If the Proxy is granted to a legal entity, please also indicate its company registration number.

² If the Proxy is granted to a legal entity, please also specify the name of the natural person representing it.
If the Proxy is granted to a natural person, this section may be left blank.

1. Scope of the Proxy

1.1. The Principal must select one of the three options below::

☐ Option 1:

- The Agent may **only receive information** about the Principal (regarding membership, works, exploitation of works, and remuneration) **upon the Agent's own request**;
- and the Agent **does NOT have access to the Principal's MySabam account** (hereinafter referred to as the "Account") via their own online account (hereinafter referred to as the "Agent Account").

☐ Option 2:

- The Agent may **only receive information** about the Principal (regarding membership, works, exploitation of works, and remuneration) **upon the Agent's own request**;
- and the Agent **does have access to the Account** via the Agent Account.

☐ Option 3:

- The Agent **receives all information and correspondence intended for the Principal** (regarding membership, works, exploitation of works, and remuneration);
- and the Agent **does have access to the Account** via the Agent Account.

1.2. If the Agent has been granted access to the Principal's Account under Article 1.1, this Proxy applies to all functionalities and services available via MySabam, as described in [the General Terms and Conditions of MySabam for applicants who are not shareholders of Sabam](#).

In accordance with the table below, the Agent shall have access to the information listed and may perform the actions specified therein on behalf of the Principal. This Proxy also extends to all future expansions, modifications, or additions to the functionalities and services of MySabam for applicants who are not shareholders of Sabam, without requiring a new proxy.

Online sections of MySabam	Access to the following online data of the Principal	Authorized actions on behalf of the Principal
MyProfile	Personal data	Modify certain data
MyWorx	Works	Declare works (confirmation of the declaration by the Principal remains required)
MyPlaylist	Notifications of exploited works of the Principal	Notify exploitations of works of the Principal

MyPublications	Declarations of publications (reprography)	Declare publications of the Principal
Played & Paid	Financial data and statements	/
Played & Unpaid	List of used works for which no declaration has yet been made	/
MyCuesheets	List (cuesheet) of music used in an audiovisual work	Declare cuesheets of audiovisual works
MyTrax	Sound reproductions of works of the Principal	Upload sound reproductions of works of the Principal
Surf&Search	Works of the Principal	Search

1.3. If the Agent does not yet have an online account with Sabam, they will, depending on the selected option, receive a dedicated Agent Account in their capacity as Agent.

1.4. The use of the Agent Account by the Agent under this Proxy must comply with the provisions of this Proxy, as well as with [the General Terms and Conditions of MySabam for applicants who are not shareholders of Sabam](#), as made available through the relevant Agent Account.

2. Guarantees

2.1. To avoid any conflict of interest, neither the Agent nor their Representative may be a publisher (of one or more works) of the Principal, and neither may perform any work for a publisher (of works) of the Principal, either as an employee, freelancer or any other basis.

If the professional relationship between the Agent and/or their Representative and a publisher (of one or more works) of the Principal changes in this regard, the Agent must immediately inform both Sabam and the Principal. The Proxy will then be terminated with immediate effect, unless it concerns a change in the professional situation of the Representative. In the latter case, the Proxy will be suspended with immediate effect, without extending the original duration of the Proxy, until a new Representative is appointed.

2.2. If Option 3 has been selected (where the Agent automatically receives information and correspondence intended for the Principal), it is the responsibility of the Agent to immediately inform the Principal of all necessary and relevant information and documentation received in the context of the execution of this Proxy.

2.3. Sabam shall always have the right to verify whether the Proxy and the right of access to the Account are still valid, and may request explicit confirmation of this information. In case of doubt, Sabam reserves the right to revoke the Agent's access to the Account.

3. Liability

- 3.1. Sabam shall under no circumstances be held liable for any actions performed by the Agent under this Proxy. Sabam shall not be liable for, among other things (non-exhaustive list):
- Incorrect information, data and/or documentation provided by the Agent to the Principal;
 - Incorrect information, data and/or documentation provided by the Agent to Sabam, whether or not via their Agent Account;
 - Any changes made to the Principal's (personal and/or financial) data (e.g. address, bank account number, etc.) by the Agent via their Agent Account or by any other means.
- 3.2. The Agent may be held liable if they have not acted in the interest of the Principal and/or if they have acted beyond the scope of the authority granted under this Proxy.

4. Correspondence and duplicates

- 4.1. If the Principal does not have an Account and Option 1 or 2 has been selected ("Agent receives information upon the Agent's own request"), all correspondence and statements will continue to be sent to the Principal.
- 4.2. If the Principal does not have an Account and Option 3 has been selected ("Agent automatically receives information and correspondence instead of the Principal"), the Agent will only have access to the Principal's data via their Agent Account, and no statements or correspondence will be sent to the Principal.
- 4.3. The modalities regarding correspondence to the Principal and to the Agent, as well as the production and delivery of duplicate statement documents, are determined by the governing body and published on [Sabam's website](#).

5. Proxy to a legal entity

- 5.1. If the Agent is a legal entity, the name of the current Representative must be included in this Proxy.
- 5.2. In the event of a change of Representative, the Agent must inform the Principal in writing in advance, specifying the name of the new Representative.
The Principal has the right to object to this change in writing and to immediately terminate the Proxy. The Principal shall notify Sabam of this termination without delay.
- 5.3. If the Principal does not object, they are required to inform Sabam of the new Representative at least 15 working days prior to the effective date of the change.
- 5.4. Sabam cannot be held responsible for forwarding information to an incorrect person if the above notification obligation is not fulfilled.

6. Amendment and termination of the Power of Attorney

- 6.1. The Principal shall notify Sabam in writing of the termination of this Proxy no later than 15 working days prior to the effective date of termination, even if this date corresponds to the end date stated in the Proxy. If these conditions are not met, Sabam cannot be held responsible after the termination date for, among other things, the provision of data and any statements or correspondence concerning the Principal.

- 6.2. The Principal shall notify Sabam in writing of any amendment to this Proxy no later than 15 working days prior to the date on which the amendment takes effect.
- 6.3. If the Principal wishes to revoke the Agent's right to use the online services, they must notify Sabam in writing no later than 15 working days prior to the date on which the revocation takes effect. If these conditions are not met, Sabam shall not be held responsible if online access could not be revoked in time.

7. Personal data

- 7.1. Sabam undertakes to ensure that all processing of personal data is carried out in accordance with the Law on the protection of natural persons with regard to the processing of personal data, as well as with all supplementary provisions pursuant to Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR), and with all legal, statutory or regulatory provisions adopted in accordance with that Regulation or applicable data protection legislation. Sabam's [Privacy Policy](#) applies. Data subjects may obtain more information about this policy and the exercise of their rights by contacting Sabam's Data Protection Officer via email at dpo@sabam.be.
- 7.2. Finally, in order for Sabam to share the Principal's contact details with third parties for the purpose of contacting the Principal to obtain the necessary permissions and/or information regarding the exploitation of one or more of the Principal's works, and to make such information available in [Sabam's online catalogue](#) accessible via its website, Sabam must have the Principal's explicit consent.

In view of the above, the Principal hereby grants Sabam permission to share the following personal data with third parties for the purposes described:³

☐ None: personal data must remain confidential;

☐ Principal's data:

- ☐ Name: _____
- ☐ Address: _____
- ☐ Telephone number: _____
- ☐ Email: _____
- ☐ Website: _____

☐ The Agent hereby grants Sabam permission to share the following contact details with third parties for the purpose of contacting the Principal to obtain the necessary permissions and/or information regarding the exploitation of one or more of the Principal's works, and to make these details available in [Sabam's online catalogue](#), which is accessible via its website.

☐ None: personal data must remain confidential;

☐ Agent's data:

- ☐ Name: _____
- ☐ Function: _____
- ☐ Address: _____
- ☐ Telephone number: _____
- ☐ Email: _____
- ☐ Website: _____

³ Indicate the data that may be shared.

☐ Representative's data (if the Agent is a legal entity):

☐ Name: _____

☐ Role within legal entity: _____

☐ Telephone number: _____

☐ Email: _____

- 7.3. The Principal and/or the Agent has/have the right to withdraw the consent given for the sharing of personal data with third parties at any time, by notifying Sabam in writing. Upon receipt of such written withdrawal, Sabam shall cease sharing the relevant personal data as soon as possible and no later than within 15 working days. The withdrawal of consent does not affect the lawfulness of the processing based on consent prior to its withdrawal.

The Principal undertakes to inform Sabam in advance and in writing of any changes regarding this Proxy, the sharing of their contact details, or those of the Agent and/or the Representative.

This Proxy is valid for a period of: _____ starting on: _____ .

Date, _____

Signature of the Principal

Signature of the Agent