

Please do not staple documents.



## Registration for Performance Royalties: Artist or Group

Digital Performance Royalties are different from royalties that you may receive for writing or publishing. Digital Performance Royalties are paid to featured artists (solo artists, official members of bands/ groups) and the copyright owners (individuals/companies who own the “masters” (master rights) to those performances- usually the record label). Digital royalties for performances are not paid to musicians or artists contracted per session.

Your Digital Performance Royalty payment is based on the reports and payments SoundExchange receives from services that digitally transmit your sound recordings. Once the reports and corresponding payments are processed, royalties are distributed quarterly. To receive a payment processed by SoundExchange, your accumulated royalties must be \$10 or more for electronic transfer and \$100 or more for paper check.

**Note to Non-Featured Artists:** SoundExchange does not make payments directly to non-featured vocalists and/or musicians. If you have played on recordings as a “session player or singer” you are entitled to royalties that are paid through the AFM & AFTRA Intellectual Property Rights Distribution Fund. More information can be found at [www.raroyalties.org](http://www.raroyalties.org).

**\*Artist or Group Stage Name:** \_\_\_\_\_

### INSTRUCTIONS:

1. **COMPLETE SECTION ONE (THIS IS YOUR PAYMENT INFORMATION-REQUIRED)**
2. **COMPLETE SECTION TWO TO SET UP YOUR ELECTRONIC PAYMENTS (REQUIRED)**
3. **ONLY COMPLETE SECTION THREE IF YOUR CONTACT INFORMATION IS DIFFERENT FROM THE PAYEE INFORMATION. IF IT IS THE SAME, SKIP THIS SECTION!**
4. **ONLY COMPLETE SECTION FOUR IF YOU ARE A SOLO ARTIST**
5. **ONLY COMPLETE SECTION FIVE IF YOU ARE A GROUP OR MEMBER OF A GROUP**
6. **COMPLETE SECTION SIX (THIS IS YOUR AUTHORIZED SIGNATURE-REQUIRED)**
7. **COMPLETE SECTION SEVEN (THIS IS YOUR TAX INFORMATION-REQUIRED)**

Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).

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**SECTION ONE: PAYEE INFORMATION (WHO RECEIVES PAYMENT?)**

To whom should the royalty distribution be payable? This information should match your tax and identification information. SoundExchange does not issue third party payments. We only pay the actual performer/ copyright owner or the company owned by that performer/ copyright owner.

Payee Name/ Company:
<b>If Payee is a company, please list the owners of the company:</b>
Street Address:
City, State Zip:
Country:
Phone:
Fax:
E-mail:
Website:
TIN or SSN:
Birth Date:
Resident Country:
Relation to Performer:
How did you hear about SoundExchange? Circle: <u>Conference</u> <u>Referral</u> <u>TV</u> <u>Radio</u> <u>Print</u> <u>Internet</u> <u>Your Label</u> <u>Friend</u> Other: _____
<u>SoundExchange Employee Name:</u>

Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).

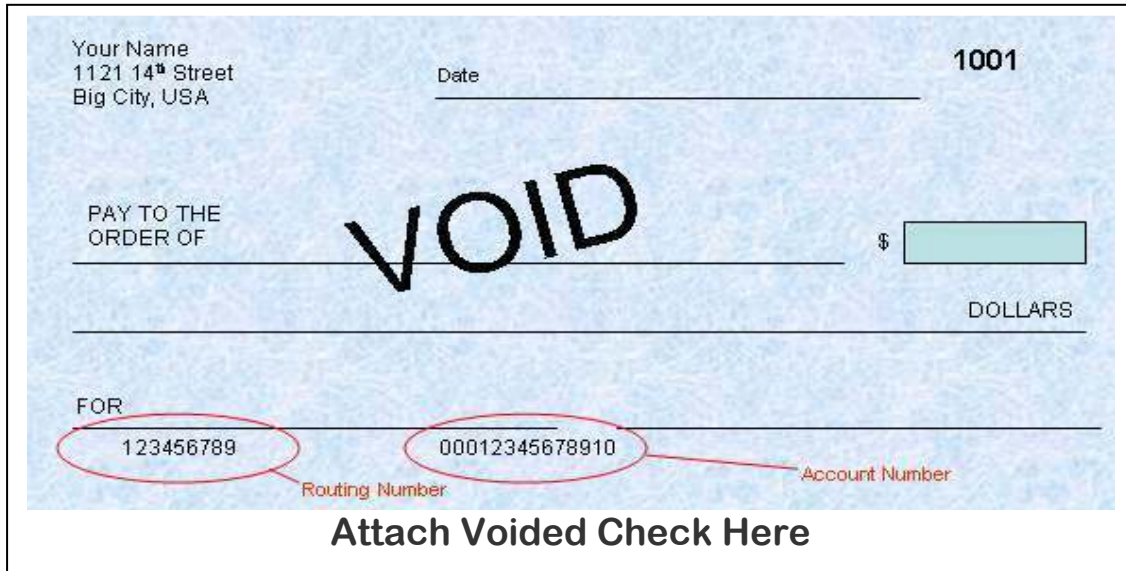
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**SECTION TWO:** ELECTRONIC PAYMENT INFORMATION

\*In an effort to GO Green by 2010, all US registrants will be paid royalties via electronic transfer. Additionally, electronic statements will be sent via e-mail. If you live inside the USA, you will need to provide the following banking information. Please attach a voided check. To receive a payment processed by SoundExchange, your accumulated royalties must be \$10 or more for electronic transfer.

Name of Banking Institution:
Account Number:
Routing Number:
Best E-mail to receive Electronic Statements and Correspondence:



\*Those outside of the United States will receive checks via mail. At this time, SoundExchange does not transfer electronic funds to artists outside of the US.

\*Are any other Performance Rights Organizations collecting royalties for you outside of the USA? (This will not affect your royalty payments with SoundExchange) If so, please list them:


Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).

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**SECTION THREE** CONTACT INFORMATION (WHOM SHOULD WE CONTACT?)

**\*If this information is not different from the Payee Information- please skip this section.**

Is there a contact person (manager, attorney, agent, advisor, group member) who should be contacted by SoundExchange regarding questions concerning forms or payments? If so, please list their contact information below. If the contact information is the same as the Payee Information- please skip this section.

Contact Name:
Company:
Street Address:
City, State, Zip:
Relation to Performer:
Phone:
Additional Phone:
E-mail:
Website:
Style of Music (Genre):
Best time to contact:

Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).

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**SECTION FOUR: SOLO ARTIST**

\*Are you registering as a Solo Artist? Yes No If no, skip this section. If yes, list your legal name and birth date (as it appears on your Income Tax Return and W9 or W8).

\*Legal Name

Birth Date

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\*List your stage name/ professional name:

--

\*List your albums or songs under this Professional Name. If you need more space, please make a copy of this page and submit.


\*List any aliases under which you recorded performances. These aliases are names or stage names that show up officially in the credits or title of songs or radio play lists. These aliases are professional names under which you made recordings. Also, please list the corresponding album or songs. We will attempt to associate all the “performances under your aliases” with you so that you may receive payment for all your work that is played.

Aliases/ AKAs/ other Stage Names

Album or Song


\*Are you a solo artist who performed as a “featured artist” (jointly collaborated but not as a contracted session musician or singer) with groups or bands? Yes No If yes, list any groups that you have performed with and the songs or albums:

Group

Album or Song


If you need more space, please make a copy of this page and submit.

Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).

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**SECTION FIVE: GROUP OR GROUP MEMBER**

\*Are you registering as a Group or member of a Group? Yes No If no, skip this section. If yes, list the name of the Group and the albums on which you performed. If you were a member of more than one Group, the next page is provided for other groups. Let's start with the first group.

\*Name of Group #1:

--

\*Albums on which you performed with Group #1:


\*List any aliases under which the Group #1 performed (while you were an official member) and you should receive royalties.

\*Group#1 Aliases:


\*List the members of Group #1 and the distribution of royalties. If you are unsure of the royalty %, but believe it is probably an equal split, just place a check in the "Equal%" column next to each member. We want to distribute royalties to your band members (if we are not already), so please provide as much contact information as possible. If you need more space, make a copy of this page and submit.

Name	Phone	E-mail	Royalty %	Equal%

SECTION 5 continued on next page...

Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).

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**SECTION FIVE:** GROUP OR GROUP MEMBER (continued)

\*Were you a member of any other groups that recorded performances for which you should receive royalties? Yes No If yes, please make additional copies of this page for each additional group that you performed with as an official member of the group (not as a contracted session musician).

\*Name of Group #\_\_:

--

\*Albums on which you performed with Group #\_\_:


\*List any aliases under which Group #\_\_ performed (while you were an official member) and you should receive royalties.

\*Group #\_\_ Aliases:


\*List the members of Group #\_\_ and the distribution of royalties. If you are unsure of the royalty % but believe it is probably an equal split, just place a check in the "Equal%" column next to each member. We want to distribute royalties to your band members (if we are not already), so please provide as much contact information as possible. If you need more space, make a copy of this page and submit.

Name	Phone	E-mail	Royalty %	Equal%

Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).

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**SECTION SIX: YOUR IDENTIFICATION AND SIGNATURE (Important!)**

\*Please send a copy of ONE form of Identification (listed below) **for the person receiving payment**. We will not process your registration without receiving a legible copy of one of these forms of identification:

1. Valid Passport
2. Valid Drivers License
3. Valid State Issued Identification
4. Notarized Statement Affirming Identity
5. If the recipient of payment is a company, please submit a completed W8 or W9 in lieu of items 1-4. Be advised that the address on the tax information **MUST** match the payment address in order for the account to be payable.

**\*Without completing the following info, royalties will not be payable:**

Printed Name of Person completing this form:
I am legally authorized to complete this form. Signature->
Relation/Title:
Telephone:
E-mail:
Company:
Printed Name of Artist, Band Member or Copyright Owner:
Signature of Artist, Band Member or Copyright Owner:
Date:



**SECTION SEVEN: Tax Information (Important!)**

Please complete the proper tax information form and return with this packet. Failure to fill out the tax information form will result in full withholding of 28% US and 30% foreign. \*The W9 is for residents of the United States. \*The W8 is for non residents of the United States. Complete attached tax form. Copies of forms can be downloaded at [www.soundexchange.com](http://www.soundexchange.com). The address on the tax information **MUST** match the payment address in order for the account to be payable.



**\*MAIL or FAX or SCAN AND EMAIL THIS COMPLETED PACKET TO:**

**SoundExchange**  
**1121 Fourteenth Street, NW Suite 700**  
**Washington, DC 20005**  
**Fax: 202-640-5859**  
**E-Mail: [account\\_services@soundexchange.com](mailto:account_services@soundexchange.com) (PDF format please)**

Please contact us to confirm the receipt of your documents.

*Questions? Call Customer Care at 202-524-7839 or visit [www.soundexchange.com](http://www.soundexchange.com).*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

<b>IF the payment is for . . .</b>	<b>THEN the payment is exempt for . . .</b>
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## SOUNDEXCHANGE FEATURED ARTIST MEMBERSHIP AGREEMENT

Any Featured Artist who registers with SoundExchange is entitled to receive Digital Performance Royalties through SoundExchange. However, becoming a SoundExchange Member has added advantages, including providing Members a centralized method for obtaining sound recording performance royalties from outside the United States.

By signing below, you agree to the terms and conditions of this SoundExchange Featured Artist Membership Agreement (the "Agreement"), as provided herein and as amended from time to time. You additionally agree to the attached SoundExchange Policies & Procedures ("Policies & Procedures").

By becoming a SoundExchange featured artist member ("Featured Artist Member" or "Member") you will be authorizing SoundExchange to collect royalties on your behalf both within the United States and from foreign territories, except those you identify on Addendum A, attached hereto, and will also authorize SoundExchange to represent your interests in rate adjustment proceedings and rulemakings before, among others, the United States Copyright Office and the Copyright Royalty Judges (the "CRJs"). The CRJs oversee, among other things, the establishment of rates, terms and notice and recordkeeping requirements under the statutory license set forth in Section 114 of the Copyright Act.

### 1. Royalty Collection & Distribution.

a. U.S. Statutory Royalties. Featured Artist Member designates SoundExchange as its agent for the term of this Agreement to collect public performance royalties for the transmission of sound recordings payable under 17 U.S.C. § 114 and any applicable implementing regulations (hereafter "Statutory Royalties"). Featured Artist Member authorizes SoundExchange to distribute Statutory Royalties pursuant to 17 U.S.C. § 114 and any applicable implementing regulations, or in such manner as authorized by the Board of Directors of SoundExchange (hereafter the "SoundExchange Board"). During the term of this Agreement, Featured Artist Member shall not similarly authorize any other person or entity to undertake such activities on a collective basis for it and other featured artists performing on sound recordings. Subject to the payment thresholds specified in the Policies & Procedures, SoundExchange shall distribute U.S. Statutory Royalties on at least an annual basis.

b. Non-U.S. Royalties. Except with respect to those territories listed for exclusion in the attached Addendum A: (i) Featured Artist Member designates SoundExchange as its agent, throughout the world and for the term of this Agreement, to collect sound recording performance (or communication) royalties (hereafter "Non-U.S. Royalties") payable to Featured Artist Member by any performing (or communication) rights organization authorized to collect and distribute royalties for the public performance of sound recordings outside the United States; and (ii) Featured Artist Member shall not similarly authorize any other person or entity, including a foreign performing rights society, to undertake such activities on a collective basis for it and other featured artists performing on sound recordings. Non-U.S. Statutory Royalties typically are allocated to Featured Artist Members by the collecting society from which SoundExchange receives such royalties. SoundExchange shall distribute Non-U.S. Statutory Royalties according to applicable law or contract or, in the absence thereof, in such manner and at such times as authorized by the SoundExchange Board. This Agreement supersedes, cancels and/or revokes any other prior mandate or agreement with any other collecting society for the collection of Featured Artist's sound recording performance royalties throughout the world except those territories listed for exclusion in the attached Addendum A

2. Deductions. Featured Artist Member authorizes SoundExchange to deduct from any of SoundExchange's receipts, prior to the distribution of royalties, any costs that have been authorized by the SoundExchange Board, and which are not otherwise provided for under 17 U.S.C. § 114(g)(3) and any implementing regulations.

3. Undistributable Royalties. If SoundExchange is unable to distribute the Featured Artist Member's share of any royalties (e.g., because the Featured Artist Member does not provide necessary information or SoundExchange is unable to locate the Featured Artist Member at the time a distribution is to be made), then SoundExchange shall retain the Featured Artist Member's royalties, and solicit such information or make efforts to locate the Featured Artist Member in accordance with SoundExchange policies, as modified from time to time, for a period of three (3) years, which SoundExchange may extend in its sole discretion, from the date the royalties shall have become payable to SoundExchange from a licensee. At the end of such period, all right, title and interest to such royalties, shall fully and absolutely vest in SoundExchange, which may use the undistributable royalties to offset costs of the types deductible under Section 2, and the Featured Artist Member shall have no further right, title, interest or claim to such royalties. In no event shall SoundExchange claim undistributable royalties earlier than permitted under applicable regulations. Notwithstanding the foregoing, Non-U.S. Royalties may be returnable to the applicable foreign performing (or communication) rights organization in accordance with SoundExchange's agreement with such organization.

4. Authority to Negotiate and Represent in Governmental Proceedings & Audits. Featured Artist Member authorizes SoundExchange to represent it in connection with rate setting proceedings under the U.S. Copyright Act and other related proceedings, administrative actions, hearings, litigation, and appeals. Featured Artist Member further authorizes SoundExchange to settle audit claims limited to underpayment of royalties identified by the auditor retained by SoundExchange and brought against services pursuant to applicable U.S. regulations provided such audits settlements are approved by the SoundExchange Board or an appropriate committee thereof. Amounts recovered from audited services shall be distributed equally to SoundExchange Registrants and Members alike in accordance with SoundExchange's distribution policy as specified in the Policies and Procedures. Featured Artist Member shall not similarly authorize any other person or entity to undertake such activities on a collective basis for Member and other owners of copyrights in sound recordings.

**5. CONSENT TO USE OF NAME. FEATURED ARTIST MEMBER (DOES / DOES NOT) (CIRCLE ONE) AUTHORIZE THE INCLUSION OF ITS NAME AND LIKENESS IN PUBLICLY DISTRIBUTED MATERIALS RELATING TO FEATURED ARTIST MEMBER'S ASSOCIATION WITH SOUNDEXCHANGE. IF FEATURED ARTIST MEMBER DOES NOT CIRCLE ONE OF THE OPTIONS ABOVE, SOUNDEXCHANGE WILL TREAT FEATURED ARTIST MEMBER AS NOT HAVING AUTHORIZED THE USE OF ITS NAME AND LIKENESS.**

6. Term and Termination. This Agreement shall commence as of the Effective Date and continue for a period ending on December 31st of the year following the Effective Date. This Agreement shall be automatically renewed for subsequent one (1) year periods unless terminated by Featured Artist Member or SoundExchange with sixty (60) days prior written notice to the other party. Featured Artist Member acknowledges that if it terminates this Agreement, SoundExchange may, by virtue of its designation by the CRJs as agent to collect and distribute U.S. Statutory Royalties for all copyright owners and performers, continue to distribute U.S. Statutory Royalties to Featured Artist Member or Featured Artist Member's designated payee. However, should Featured Artist Member terminate this Agreement, SoundExchange shall cease collecting and distributing Featured Artist Member's Non-U.S. Royalties for the period beginning after the first distribution of such Non-U.S. Royalties that follows Featured Artist Member's Termination.

7. Representations, Warranties, & Indemnification.

a. SoundExchange. SoundExchange represents and warrants that it has all necessary rights and authority to enter into this Agreement.

b. Member.

i. Member represents and warrants that: (A) it has all necessary rights and authority to enter into this Agreement; (B) has not entered into any agreements inconsistent with this Agreement; (C) has and will continue to provide true and accurate information concerning its entitlement to royalties including, but not limited to, contact information, tax identification, and repertory information.

ii. Member represents that it has read SoundExchange's Policies and Procedures and agrees to be bound by them, as now in effect, and as they may be amended.

iii. Member represents and warrants that it shall provide to SoundExchange true, accurate, timely and up-to-date information concerning the Member's entitlement to royalties, including without limitation, complete information regarding the name and address to which Member's payments should be sent and Member's tax identification and repertory information.

c. Indemnification. Member shall defend, indemnify and hold harmless SoundExchange and its directors, officers, employees, agents, representatives, successor and assigns, from and against all third-party claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable outside counsel fees ("Claims"), to the extent relating to or resulting from: (i) distributions made by SoundExchange in reliance on any information provided by Featured Artist Member including in any SoundExchange Registration From or Featured Artist or Copyright Owner Membership Agreement; and (ii) Member's breach or alleged breach of any representation, warranty, or covenant set forth in any SoundExchange Registration From or Featured Artist or Copyright Owner Membership Agreement.

8. Changes to Terms. In order to maintain flexibility in administering this Agreement, SoundExchange may change this Agreement from time to time in its sole discretion. Such changes shall be effective immediately and Member shall be deemed to have notice of such changes when they are made available on the SoundExchange web site. Notwithstanding the foregoing, if Member does not wish to accept any changes, Member shall have the right to

terminate its membership by providing SoundExchange written notice within thirty (30) days of notice of any changes to this Agreement.

9. Dispute Resolution. Any dispute between SoundExchange and Member as to payment of Non-U.S. Royalties shall be treated in accordance with the Royalty Claims Committee procedures specified in the Policies & Procedures.

10. Miscellaneous.

a. Notice to SoundExchange. All communications to SoundExchange by Members shall be in writing and deemed received (a) when delivered in person; (b) upon confirmed delivery by a recognized and reputable overnight delivery services (e.g., FedEx, UPS, DHL); (c) by email to info@soundexchange.com; or (d) five (5) days after being deposited in U.S. mails, postage prepaid, certified or registered mail, addressed to SoundExchange at the following address:

SoundExchange, Inc.  
Account Services  
1121 14th St. N.W., Suite 700  
Washington, DC 20005  
Facsimile: 202-640-5859

b. Choice of Law; Jurisdiction; Severability. This Agreement shall be governed by and construed in accordance with the federal laws of the United States; provided that to the extent not covered by the federal laws of the United States, the law of the District of Columbia shall apply without regard to its conflict of laws principles. Subject to Sections 9 and 10(c), with respect to any non-arbitrable matter, including but not limited to arbitrability, SoundExchange and Member hereby irrevocably consent to the exclusive jurisdiction in the United States District Court for the District of Columbia or the District of Columbia Superior Court. For the purposes of construing this Agreement, SoundExchange and Member shall each be considered the party drafting this Agreement. Should any provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidity shall not invalidate any other provisions of this Agreement and such provisions shall remain in effect.

c. **ARBITRATION. SUBJECT TO SECTION 9, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE SETTLED IN THE DISTRICT OF COLUMBIA BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION WILL BE LIMITED SOLELY TO THE DISPUTE OR CONTROVERSY BETWEEN FEATURED ARTIST MEMBER AND SOUNDEXCHANGE. NEITHER FEATURED ARTIST MEMBER NOR SOUNDEXCHANGE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE INDIVIDUAL (NON-CLASS) NATURE OF THIS DISPUTE PROVISION GOES TO THE ESSENCE OF THE PARTIES' ARBITRATION AGREEMENT, AND IF FOUND UNENFORCEABLE, THIS ENTIRE SECTION 9(c) SHALL NOT BE ENFORCED.**

**ACCEPTED AND AGREED**

**NAME OF FEATURED ARTIST**

\_\_\_\_\_

**By:** \_\_\_\_\_

**(Signature of Featured Artist or Authorized Signatory)**

**Name of Person Signing:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**("Effective Date")**

ADDENDUM A  
EXCLUDED TERRITORIES

Please place a check mark next to the Territories where you DO NOT want SoundExchange to collect Featured Artist royalties on your behalf.

- ALL TERRITORIES (EXCEPT U.S.)**
- Australia
- Austria
- Brazil
- Canada
- Denmark
- France
- Germany
- Greece
- Ireland
- Italy
- Japan
- Mexico
- The Netherlands
- New Zealand
- Norway
- Portugal
- Spain
- Sweden
- United Kingdom
- Other \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

