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Gesellschaft für Leistungsschutzrechte  
 Société pour les droits voisins  
 Società per i diritti di protezione affini  
 Societat per ils dretgs vischins

Our reference: <<INDVID>> - 1e

## Membership and Rights Administration Agreement for Audio and/or Audiovisual Performers

between  <b>SWISSPERFORM</b> Collecting society for neighboring rights Kasernenstrasse 23 8004 Zurich	and  <<CONTRACT_NAME>> <<CONTRACT_NAME2>> <<CONTRACT_STRASSE>> <<CONTRACT_STRASSE2>> <<CONTRACT_PLZ>> <<CONTRACT_ORT>> <<CONTRACT_COUNTRY>>  SWP membership no.: <<SWPNR>> hereinafter "Member"
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### Information on the Member

Delete and adjust as appropriate. Please fill in any missing information. Should you require more space for additional information, please write down on a separate sheet. Please leave fields empty if not applicable.

#### I. General information on the Member

##### a) Personal data

Nationality: <<NATIONALITAET>> \_\_\_\_\_

Date of birth: <<GEBURTSDATUM>> \_\_\_\_\_

Phone no.: <<TELEFON>> \_\_\_\_\_

Mobile phone no.: <<MOBIL>> \_\_\_\_\_

Fax: <<FAX>> \_\_\_\_\_

E-mail: <<EMAIL>> \_\_\_\_\_

Website: <<WEBSEITE>> \_\_\_\_\_



**b) Pseudonyms and alternative names**

<<PSEUDONYME>>

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**c) Artistic activities**

<<TAETIGKEIT>>

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Instrument/s (if musician): \_\_\_\_\_

**d) Member of the following formations (Name of the choir, orchestra, ensemble, group, etc.)**

\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

**II. Memberships with other organizations**

**a) Member of the following professional associations (optional)**

- ASDM     ASP     SBKV     SIG     Sonart
- SSFV     SSRS     t.     USDAM     VPOD
- Other: \_\_\_\_\_

**b) Member of the following foreign collecting societies for neighboring rights**

Name of society: \_\_\_\_\_

Member since: \_\_\_\_\_

For which country/territory: \_\_\_\_\_

### III. Information concerning the distribution of proceeds

#### a) Payment instructions

Financial institution: \_\_\_\_\_

Account no.: \_\_\_\_\_

Account holder: \* \_\_\_\_\_

IBAN no.: \* \_\_\_\_\_

BIC / SWIFT code: \*\* \_\_\_\_\_

\* Mandatory field

\*\* Mandatory field if payment abroad

#### b) Information concerning VAT\*

The following Member information has been entered in the register of the Federal Tax Administration:

VAT no.: \_\_\_\_\_

Description: \_\_\_\_\_

\* VAT may become due for one or several of the following reasons: annual revenue that is not exempt from tax (currently CHF 100,000.00); waiving tax exemption, or opting in for taxation of e.g. cultural services.

### IV. Rightsholder groups

Every SWISSPERFORM Member is categorized into at least one of the following rightsholder groups:

audio performers, audiovisual performers, audio producers, audiovisual producers, broadcasting organizations.

#### a) Member of the following rightsholder groups\*

<<BERECHTIGTEGRUPPEN>>

\* See section 1 below, and section 13 of the General Terms for the Administration of Rights of Audio and/or Audiovisual Performers.

#### b) If the Member belongs to more than one rightsholder group, voting and electoral rights shall be exercised for the following group\*

<<STIMMRECHT>> \_\_\_\_\_

\* See section 1 below, and section 13 of the General Terms for the Administration of Rights of Audio and/or Audiovisual Performers.

· Please keep us updated at all times of any future changes of this information.

· **Please complete sections 5 and 6 below.**

· **Please sign this agreement at the end.**

The present Membership and Rights Administration Agreement (hereinafter called "the Agreement") exclusively governs the legal relationship between SWISSPERFORM and the Member as a performer, i.e. the Member of the rightsholder group of audio performers and/or audiovisual performers.

## 1. Membership with SWISSPERFORM

A membership with SWISSPERFORM ensues in the rightsholder group(s) stated in section IV.a)

Pursuant to Art. 4a para. 3 of SWISSPERFORM's statutes, Members are only allowed to exercise their voting and electoral right in one rightsholder group. If a Member is part of more than one rightsholder group, he/she will exercise his/her voting and electoral rights in the rightsholder group indicated in section IV.b) (subject to any other future instructions by the Member).

## 2. General Terms for the Administration of Rights

The details and reciprocal rights and obligations of this Agreement are contained in the enclosed **General Terms for the Administration of Rights**, which form an **integral part of this Agreement**.

With his/her signature, the Member confirms to have **read** and **understood** and to **accept** the enclosed General Terms for the Administration of Rights.

## 3. Amendments to the General Terms for the Administration of Rights

SWISSPERFORM is entitled to make **amendments** to the General Terms for the Administration of Rights at any time. In order for such changes to be legally binding, they must be passed by both SWISSPERFORM's Board of Directors and the relevant expert committees. SWISSPERFORM will provide the Members with the amended General Terms for the Administration of Rights, either by mail or by e-mail at least 60 days before their effective date. Should a Member **not agree** with the amendments, he/she is entitled to **terminate** this Agreement **within 30 days of receipt** of the amended General Terms for the Administration of Rights, this termination becoming effective on the last day before the amendments enter into force. Should the Member **not** make use of the right to terminate this Agreement, the amendments to the General Terms for the Administration of Rights will be considered **approved** by the Member and will be **binding** for both contracting parties as of the effective date.

#### 4. Assignment of rights and administering obligations

During the term of this Agreement, the Member authorizes SWISSPERFORM to administer the existing and future neighboring rights or claims to remuneration, managed by a collecting society or otherwise collectively administered, that he/she is entitled to as a performer pursuant to the provisions of the Swiss Federal Law on Copyright and Neighboring Rights (URG).

To the extent necessary, the Member assigns the following rights or claims to remuneration to SWISSPERFORM and entrusts SWISSPERFORM with their administration world-wide, pursuant to the provisions of the statutes, regulations and the Membership and Rights Administration Agreement. SWISSPERFORM accepts this assignment.

- a) **the right to make a performance or its fixation perceivable in a place other than where it is presented, either directly or through any kind of medium, or to make it available in such a way that people may access it from a place and a time individually chosen by them (Art. 33 para. 2 lit. a and Art. 22a-22c URG);**
- b) **the right to record the performance or its fixation on phonograms, videograms or other data carriers and to reproduce such recordings (Art. 33 para. 2 lit. c, Art. 22a-22c and Art. 24b and 24c URG);**
- c) **the right to broadcast the performance or its fixation by radio, television or similar process, including cable, and to rebroadcast the broadcast performance by means of technical installations not operated by the original broadcasting organization (Art. 33 para. 2 lit. b URG);**
- d) **the right to make the performance or its fixation perceivable when it is broadcast, rebroadcast or made available (Art. 33 para. 2 lit. e URG);**
- e) **the claims to remuneration for the use of commercially available phonograms and videograms for the purpose of broadcasting, rebroadcasting, public reception and communication to the public pursuant to art. 35 URG;**
- f) **the claims to remuneration for the rental of phonograms and videograms pursuant to Art. 13 para. 1, in connection with Art. 38 URG;**
- g) **the claims to remuneration for the use of fixed performances for private use pursuant to Art. 19 in connection with Art. 20 para. 2 and 3 URG;**
- h) **the rights or claims to remuneration for all other uses for which the law prescribes collective administration or which are strongly connected to collectively administered rights or claims to remuneration.**

This assignment of rights is valid regardless of whether the rights are exclusive rights or claims to remuneration in Switzerland or abroad, and of whether pursuant to applicable foreign law a simple mandate to collect would be sufficient.

#### 5. Possible restriction of the scope of the rights assignment

The Member **may restrict** the scope at which he/she assigns the rights or claims to remuneration to those rights or claims to remuneration which, pursuant to Art. 40 para. 1 lit. a<sup>bis</sup> and b URG, can only be administered by an approved collecting society. In this case, the Member will not be able to participate in the proceeds SWISSPERFORM generates collectively outside Federal supervision.

(Check **one of the two options.**)

- The Member does **not restrict** the scope of his/her assignment of rights as described above.
- The Member **restricts** the scope of his/her assignment of rights as described above.

**6. Possible territorial restriction**

The Member **may restrict** the territory of the assignment of rights or claims to remuneration by choosing **one** of the three following options. Such restriction results in SWISSPERFORM neither being authorized nor instructed to administer the Member's rights or claims to remuneration via its sister societies in the countries this restriction applies to. As a consequence, the Member is also **not entitled to any higher remuneration** that may arise due to compensation of foreign uses based on so-called non-exchange agreements with sister societies abroad.

(Check **one of the two options**.)

- The Member does **not** apply **restrictions to any territories**.
- The Member applies **restrictions to certain territories**, according to one of the following three options:

**Option 1: "World-wide minus"**

The Member excludes the following countries from the assignment of rights or claims to remuneration:

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**Option 2: "Regional plus"**

The Member **restricts** the assignment of rights or claims to remuneration to **Switzerland, Liechtenstein and the following countries**:

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**Option 3: "Regional"**

- The Member **restricts** the assignment of rights or claims to remuneration to **Switzerland and Liechtenstein**.

**7. Applicable law and place of jurisdiction**

This Agreement shall be governed by substantive **Swiss Law**.

If the Member resides abroad, **Zurich** is the essential place of performance and the sole **place of jurisdiction** for any disputes that may arise from this Agreement. Otherwise, statutory jurisdiction applies.

\_\_\_\_\_  
Place, date

Zurich, \_\_\_\_\_

\_\_\_\_\_  
Member's signature

\_\_\_\_\_  
SWISSPERFORM, Poto Wegener, Managing Director