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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>> - 2e

## Membership and Rights Administration Agreement for Phonogram and/or Videogram Producers

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 / Company information

Nationality / registered office: <<NATIONALITAET>> \_\_\_\_\_

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

Legal Form of the company: <<RECHTSFORM>> \_\_\_\_\_

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

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

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

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

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



**b) For Phonogram Producers**

Please notify us recordings for which you claim remuneration (including potential representations of other producers by you), under [www.swissperform.ch](http://www.swissperform.ch) --> Phonogram producers --> Notification of recordings

Producers with nationality or registered office in Switzerland or Liechtenstein additionally receive remuneration based on their turnover. Please notify us your sales on the notification form under [www.swissperform.ch](http://www.swissperform.ch) --> Phonogram producers --> Declare your sales

**c) For Videogram Producers**

feature film       documentary       TV-programme       training film

commercial       economic film       animated film       music video

others: \_\_\_\_\_

Have you already registered audio-visual fixations at SUISSIMAGE?     yes     no

**II. Memberships with other organizations**

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

ARF/FDS       ASMP       GARP       IFPI       IFPI (Video)

IG       SFA       SFP       STFG/GSFA       SVV

others: \_\_\_\_\_

**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 12 of the General Terms for the Administration of Rights of Phonogram and/or Videogram Producers.

##### 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 12 of the General Terms for the Administration of Rights of Phonogram and/or Videogram Producers.

- Please keep us updated at all times of any future changes of this information.
- **Please complete section 5 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 producer, i.e. the Member of the rightsholder group of audio producers and/or audiovisual producers.

#### 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 producer 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) Rebroadcasting broadcasts simultaneously and without alteration (Art. 22 in connection with Art. 38 URG);**
- b) Public reception of broadcasts (Art. 22 in connection with Art. 38 URG);**
- c) Use of commercially available phonograms or videograms pursuant to art. 35 URG;**
- d) Rental of phonograms and videograms (Art. 13 in connection with Art. 38 URG);**
- e) Production or import of blank media and other storage media or devices suitable for the fixation of recordings (Art. 20 para. 3 in connection with Art. 38 URG);**
- f) Use of recordings for educational purposes (Art. 19 and Art. 20 para. 2 in connection with Art. 38 URG);**
- g) Use of recordings for internal information and documentation in enterprises (Art. 19 and Art. 20 para. 2 in connection with Art. 38 URG);**
- h) Having copies made by third parties for private use and third party-provision of copying facilities and storage capacity for private use (Art. 19 and Art. 20 para. 2 in connection with Art. 38 URG);**
- i) Use of broadcasting organisations' archived recordings (Art. 22a in connection with Art. 38 URG);**
- j) Making available of broadcast recordings (Art. 22c in connection with Art. 38 URG);**
- k) Reproducing commercially available phonograms and videograms for broadcasting purposes (Art. 24b in connection with Art. 38 URG);**
- l) Reproducing published recordings in a form which is accessible to people with disabilities (Art. 24c in connection with Art. 38 URG);**
- m) the rights or claims to remuneration for all other uses for which the law prescribes collective administration.**

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 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:

\_\_\_\_\_  
\_\_\_\_\_

**Option 2: "Regional plus"**

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

\_\_\_\_\_  
\_\_\_\_\_

**Option 3: "Regional"**

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

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

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

If the Member resides abroad or has its registered office 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