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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>> - 4e

## Rights Assignment Agreement for Audio and/or Audiovisual Performers (Principals)

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 mandate no.: <<SWPNR>> hereinafter referred to as "the Principal"
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### Information on the Principal

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. Contact Details of the Principal

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

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

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

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

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

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

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



**II. Information on the representative (if existing)**

Name: <<AGENT\_NAME>> \_\_\_\_\_

Name affix: <<AGENT\_NAME2>> \_\_\_\_\_

Address: <<AGENT\_STRASSE>> \_\_\_\_\_

Addition: <<AGENT\_STRASSE2>> \_\_\_\_\_

Postal code: <<AGENT\_PLZ>> \_\_\_\_\_

Town: <<AGENT\_ORT>> \_\_\_\_\_

Country: <<AGENT\_COUNTRY>> \_\_\_\_\_

Phone no.: <<AGENT\_TELEFON>> \_\_\_\_\_

Mobile phone no.: <<AGENT\_MOBIL>> \_\_\_\_\_

Fax: <<AGENT\_FAX>> \_\_\_\_\_

E-mail: <<AGENT\_EMAIL>> \_\_\_\_\_

Website: <<AGENT\_WEBSEITE>> \_\_\_\_\_

**III. General Information on the Principal**

**a) Pseudonyms and alternative names**

<<PSEUDONYME>> \_\_\_\_\_

\_\_\_\_\_

**b) Artistic activities**

<<TAETIGKEIT>> \_\_\_\_\_

\_\_\_\_\_

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

**c) Member of the following formations (name of the choir, orchestra, ensemble, group, etc.)**

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

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

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

**IV. Memberships with foreign collecting societies for neighboring rights**

Name of society: \_\_\_\_\_  
Member since: \_\_\_\_\_  
For which country/territory: \_\_\_\_\_

**V. 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 information about the Principal 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.

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

· **Please fill in section 2 below and sign the Agreement at the end.**

**1. Assignment of rights and administering obligations**

During the term of this Agreement, the Principal authorizes SWISSPERFORM to administer the existing and future neighboring rights and 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 Principal assigns the following rights or claims to remuneration to SWISSPERFORM and entrusts SWISSPERFORM with their administration pursuant to the provisions of the statutes, regulations and the 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 now or in the future collective administration or which are strongly connected to collectively administered rights or claims to remuneration.

**2. Possible restriction of the scope of assignment of rights**

The Principal **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 Principal will not be able to participate in the proceeds SWISSPERFORM generates collectively outside Federal supervision.

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

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

**3. Territorial scope of Rights Assignment**

SWISSPERFORM administers the Rights assigned to it in Switzerland and Liechtenstein (to the extent provided for in Liechtenstein, and a decision to that effect has been passed by the Board of Directors of SWISSPERFORM).

**4. 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 Principal confirms to have **read** and **understood** and to **accept** the enclosed General Terms for the Administration of Rights.

**5. 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 Principal 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 the Principal **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 Principal **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 Principal and will be **binding** for both contracting parties as of the effective date.

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

This Agreement shall be governed by substantive Swiss Law.

If the Principal 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, \_\_\_\_\_

\_\_\_\_\_  
Principal's signature

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