

1. Performer/rightholder: \_\_\_\_\_  
 (Full name)  
 JMBG/passport number if foreign citizen: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Town: \_\_\_\_\_ postal code: \_\_\_\_\_
2. Organization for Collective Administration of Performing Rights – PI, Majke Jevrosime 38, 11000 Belgrade,
- Conclude on \_\_\_\_\_ (date)

## PI OBLIGATIONS

### Article 7

PI undertakes to:

1. Manage the performers' rights under equal conditions rights for all members;
2. Take actions for better protection of performers' rights and their interests;
3. Distribute collected fees in accordance with the rules of distribution, as specified in the PI Statutes and the Distribution plan;
4. Publish annual business and financial reports;
5. Keep all rightholder's personal information and his/her financial data as a business secret and not to forward it to third parties without the consent of the rightholder, except to the competent state bodies and institutions with legal authorization.

## AGREEMENT ON TRANSFER OF PERFORMERS RIGHTS

### TRANSFER OF RIGHTS

#### Article 1

Performer/rightholder (hereinafter referred to as the rightholder) exclusively transfers to Organization PI the management of exclusive economic rights for interactive communication of work to the public by wire or wireless means, and gives the mandate to Organization PI that PI on its own behalf and for the account of the rightholder may conclude contracts with performance users for non-exclusive assignment of such right.

#### Article 2

Contracting Parties agree that PI on its own behalf and for the account of the rightholder may claim and charge the user for:

1. broadcasting and rebroadcasting of his/her performance from a published recording on a sound carrier;
2. public communication of his/her performance, which is broadcast from a recording published on a sound carrier;
3. public communication of his/her performance from a recording published on a sound carrier and
4. a special remuneration from import or sale of technical devices and empty carriers of sound, or sound and picture, for which it can be justifiably assumed that they shall be used for copying for personal non-commercial purposes.

#### Article 3

Rights under Article 1 and 2 are transferred to the Organization PI without territorial restrictions.

### MANAGEMENT OF TRANSFERRED RIGHTS

#### Article 4

PI manages the rights under Article 1 of this agreement on its own behalf and for the account of the rightholder.

Rightholder agrees that PI will manage the aforementioned rights on the basis of its Statute, the Distribution Plan, Tariffs or tariff agreements, as well as other acts and decisions which are adopted by the relevant managing bodies, in accordance with the Statute or the decisions of the PI Assembly.

### NEW RIGHTS AND/OR CHANGE OF CONDITIONS OF MANAGEMENT OF RIGHTS

#### Article 5

If, due to regulatory changes, or international or bilateral agreement changes or other relevant similar cases, there is a change in the rights referred to in Article 1 and 2 of this Agreement, and if, because of that PI changes the manner or the extent of management of rights under Article 1 and 2 of the agreement, or regulations under the Article 4 of this agreement, PI will notify all members in writing and by publishing it on its website.

The changes referred to in paragraph 1 of this Article shall automatically become an integral part of this agreement, unless the rightholder, in part or in whole, in writing, rejects their application within a period which will be determined along with the publication of changes.

### PI AUTHORIZATIONS

#### Article 6

In accordance with the provisions of this agreement, the rightholder authorizes PI:

1. To determine the conditions for the use of performance, including the remuneration amounts, to conclude contracts and issue permits in connection with the use of performances, to collect appropriate remuneration for the use of performances, to manage collected fees until their final distribution in accordance with good business practices, and to undertake all necessary measures to effectively and efficiently manage transferred economic rights;
2. To initiate in its own behalf judicial and other legal proceedings relating to the protection of performers rights, to conclude judicial and extrajudicial settlements, to agree the Arbitration jurisdictions and take other measures required for the management of transferred economic rights;
3. To conclude contracts on mutual representation with appropriate foreign entities, for the purpose of protecting the interests of the rightholders;
4. To take all necessary measures and actions to strengthen the legal and social protection of rightholders, as well as to promote the role and impact of performers in developing the national culture.

### OBLIGATIONS OF RighthOLDER

#### Article 8

Rightholder shall submit:

1. All personal data, which are necessary for the proper identification of the rightholders and for the payment of performers' fees, and any changes thereof;
2. All the data on their performances, on the appropriate PI form;
3. All copies of the contracts regarding transfer of performers' property rights to third parties in accordance with the acts of PI;
4. All other information, which can contribute to better protection of their rights.

Rightholders are also obliged not to, for the duration of the agreement, authorize any other person or legal entity to exercise its rights.

PI is not responsible for any errors which may occur during the distribution of the performers' remuneration, due to non-delivered information or submission of incorrect information by the rightholder.

### TERMINATION OF AGREEMENT

#### Article 9

This agreement is concluded for an indefinite period of time. Each party can unilaterally cancel the agreement, by a registered letter with acknowledgment of receipt, provided that the termination shall take effect after the accounting period during which it is given.

The agreement will terminate automatically due to:

1. Changes in legislation that would prevent the fulfillment of obligations from this agreement.
2. Termination of work of the Organization PI.

In the event of termination of this agreement for reasons provided in the paragraph 2 of this Article, PI is obliged to pay all unpaid remunerations to the rightholder, which belong to him/her in accordance with the Distribution plan.

#### Article 10

The parties will solve all contentious issues arising from the application of the provisions of this agreement amicably; otherwise, the dispute will be resolved before the competent court in Belgrade.

### FINAL PROVISIONS

#### Article 11

This agreement shall enter into force on the date of its signing, and shall apply beginning with the repartition year in which it is signed.

This agreement is made in 2 identical copies, one copy for each party.

### ORGANIZATION PI

### RighthOLDER