

Agreement on the Collective Management of Performers' Rights

Performer: _____, **Personal ID No.:** _____
(surname, one parent's name, first name)

Address: _____ **Citizenship:** _____
(street and number, city, postal code, country)

Phone number: _____, **Email:** _____, **Bank name:** _____

Bank account number: _____, **Date:** _____ and

The Organization for the Collective Management of Performers' Rights – PI, Majke Jevrosime 38, Belgrade, office@pravainterpretatora.org, +381113223831, Company Registration No.: 20339713, Tax ID No.: 105303864, represented by Director Aleksandar Cvetković, enter into the following agreement (with the privacy notice on the reverse side): **Article 1.** The performer or the holder of performers' rights (hereinafter: Performer) hereby exclusively entrusts or assigns to the Organization for the Collective Management of Performers' Rights – PI (hereinafter: PI), the collective management of the following rights, i.e. the collection of remuneration for: (1) Broadcasting and rebroadcasting of his/her performance from a recording released on a sound carrier; (2) Broadcasting and rebroadcasting of his/her performance from a recording released on an audio-visual carrier; (3) Public communication of his/her performance broadcast from a sound carrier; (4) Public communication of his/her performance broadcast from an audio-visual carrier; (5) Public communication of his/her performance from a released sound carrier; (6) Public communication of his/her performance from a released audio-visual carrier; (7) Annual supplementary remuneration from the phonogram producer if the performer has transferred or assigned exclusive economic rights in the recorded performances to the producer, for each calendar year after the 50th year following the lawful release of the phonogram; (8) Special remuneration from the import or sale of technical devices and blank sound or audio-visual carriers which can reasonably be expected to be used for private, non-commercial copying; (9) The exclusive right to authorize or prohibit interactive making available of his/her performances to the public by wire or wireless means in such a way that members of the public may access the performances from a place and at a time individually chosen by them, for all performances for which this right has not been transferred to the phonogram or videogram producer; (10) Where the right from item 9 has previously been transferred to the phonogram or videogram producer, the right to equitable remuneration from the interactive making available of the performance to the public by wire or wireless means; (11) The exclusive right to authorize or prohibit rental of recordings of his/her performances, for all performances for which this right has not been transferred to the phonogram or videogram producer; (12) Where the right from item 11 has been transferred to the phonogram or videogram producer, the right to equitable remuneration from the rental of recordings of his/her performance. The performer may, upon concluding this agreement or subsequently, exclude himself/herself from the collective management of the rights under items 9, 10, 11, and/or 12 by submitting a corresponding statement to PI. **Article 2.** The Performer authorizes PI to conclude agreements with users of performances in its own name and on behalf of the Performer for the non-exclusive assignment of the rights referred to in Article 1, or to collect remuneration from users or other collective management organizations corresponding to the Performer's share. **Article 3.** The rights are entrusted or assigned to PI without territorial limitation. However, territorial restrictions may be established in writing by submitting a corresponding written statement to PI. **Article 4.** The Performer agrees that PI shall manage the rights defined in Article 1 of this agreement in accordance with the Statute, Distribution Plan, tariffs or tariff agreements, and other acts and decisions adopted by the competent bodies of PI (hereinafter: PI's acts). By entering into this agreement, the Performer accepts all PI's acts, including all procedures for their adoption and amendments, as well as the rules of international associations of which PI is a member. The Performer is informed about PI's acts via the PI website: www.pravainterpretatora.org. **Article 5.** If changes in legislation extend the types of mandatory collective management of performers' rights, the Performer authorizes PI to manage such rights as well. **Article 6.** In addition to the collective management of rights, the Performer agrees that PI may, in accordance with its Statute and other acts, undertake all necessary measures and actions, including but not limited to sending invitations, notices, and similar activities, in order to pursue activities supporting the artistic, professional, or social interests of the performers. **Article 7.** PI undertakes to: (1) Manage performers' rights under equal conditions for all performers with whom it has a contract, in accordance with the Law on Copyright and Related Rights, its Statute, Distribution Plan, PI's other acts, and good practices in rights management; (2) Distribute and pay the Performer's remuneration in accordance with the Law on Copyright and Related Rights, PI's Statute, Distribution Plan, and other PI acts; (3) Regularly inform the Performer about all relevant acts of PI and their amendments on its website. **Article 8.** The Performer undertakes to: (1) Submit all personal data and changes thereof, necessary for proper identification and remuneration payment, in accordance with PI's acts; (2) Submit all data on his/her performances to PI in accordance with PI's acts; (3) Submit any additional relevant data and documentation necessary for exercising performers' rights. PI shall not be liable for any errors in remuneration distribution resulting from the non-submission or incorrect submission of relevant data by the Performer, users, or third parties. **Article 9.** This agreement is concluded for an indefinite period. The obligation to manage each individual right arises only upon and during the validity of the permit for collective management of that specific right issued by the competent state authority for intellectual property. **Article 10.** Either party may unilaterally terminate the agreement or modify the scope of rights by written notice. Such termination or modification takes legal effect after the accounting period in which it was submitted, and only after any outstanding debts are settled. The agreement automatically ceases to be valid if legal changes prevent the fulfillment of its obligations. **Article 11.** This agreement also serves as a membership application. The Performer hereby declares that he/she is joining PI as a member and will comply with all its acts, and PI confirms the membership if the Performer meets the statutory conditions. The Performer may decline membership by sending a special statement to PI. **Article 12.** The contractual parties will attempt to resolve any disputes arising from the application of this agreement amicably. If no agreement can be reached, disputes shall be resolved by the competent court in Belgrade. This agreement enters into force on the date of signature below the privacy notice and fully replaces any previous agreement between the Performer and PI. The agreement is made in two identical copies, one for each party.

Privacy Notice

This Privacy Notice contains information on how PI processes your personal data in accordance with the Law on Personal Data Protection ("Official Gazette RS" No. 87/2018) (the "Law"). This notice is intended for performers, rights holders, and legal representatives of minor performers. **(1) Our contact details:** The Organization for the Collective Management of Performers' Rights ("PI" or "we") processes your personal data as the controller and is responsible for processing your personal data. Contact details: Organization for the Collective Management of Performers' Rights, Majke Jevrosime 38, 11000 Belgrade, Serbia. Phone: +381 11 3223821 (Monday–Friday, 9:00–17:00), Email: office@pravainterpretatora.org **(2) Data Protection Officer:** If you have any questions regarding personal data protection, you can contact our Data Protection Officer via email: zastitapodataka@pravainterpretatora.org **(3) What personal data PI processes, on what legal basis, for what purposes, and for how long? Purpose of processing:** PI processes your personal data for the purpose of collective management of rights that you have entrusted to PI as a performer, rights holder, or legal representative of a minor performer. This includes: communication with you, maintaining records of members and non-members who have entrusted their rights to PI, verification of mandate coverage, payment of advances and remuneration, delivery of necessary reports and statements, handling complaints and disputes, membership in governing bodies (where applicable), allocation of cultural funding, and enhancement of pension, health, or social status of PI members (where applicable), termination of membership, license renewal, and audit. **Legal basis:** PI processes personal data based on actions taken at the request of the data subject prior to concluding the agreement and for the performance of the agreement (Art. 12(1)(2) of the Law), on the basis of PI's legitimate interest (Art. 12(1)(6)), and in compliance with legal obligations (Art. 12(1)(3)). **Categories of personal data:** We process the following personal data: identification data, one parent's name, personal ID number, contact data, financial data, citizenship, performer pseudonym, date and place of birth, signature, discography data (title of performance, album name, type of participation, etc.), probate decision data (for heirs), username and password, interaction data, ID card data, CCTV footage (when entering PI's premises), passport number, registered address of residence or stay, contract or mandate number, date of registration, membership status, territory of entrusted rights, IPN number, gender, performer status (S, C, D, etc.), group, local ID number, tax data, class-based remuneration data, complaints and conflict data, CV information, mandate duration (for members of the governing bodies), data related to projects for cultural funding (time and place of implementation, project description and objectives, planned outcomes, project participants, etc.), data related to the financial plan of the project (amount required for implementation, funds approved from other sources, etc.), data related to cost specifications (for applicants and beneficiaries of funds allocated for cultural purposes), data on status (independent artist, independent performer, retiree, etc.), data from statements on termination of membership, data on reasons for exclusion of a member, data on performers contained in the certified auditor's report on the annual activity report and in the special report on funds allocated for cultural purposes and for the improvement of the pension, health, or social status of the members of the organization, as well as in accounting records (e.g., identification data, data on performances, etc.). **Retention period:** Your personal data are stored for the duration of the contractual relationship with us, and after the termination of membership in accordance with statutory time limits. Data processed for audit purposes are retained the longest, for up to 20 years, in accordance with applicable accounting regulations. **(4) Legitimate interest:** In certain cases, PI processes your personal data based on legitimate interest (Article 12(1)(6) of the Law). The legitimate interest of the Organization PI lies in providing useful information at the request of the data subject, ensuring the safety of individuals and property, and demonstrating compliance with the requirements for the renewal of PI's operating license. **(5) Do we share your personal data and do we transfer them to other countries?** PI shares your personal data with the following recipients: private companies whose services we use in our operations; an accounting agency for the purpose of calculating and paying performers' remuneration; related organizations with which PI has concluded bilateral agreements; banks and the Tax Administration; lawyers, consultants, the Ministry of the Interior, and competent authorities (as necessary). PI transfers performers' personal data to other countries for the purpose of disbursing remuneration by organizations with which PI has concluded agreements. In such cases, the data are transferred outside the territory of the Republic of Serbia, and the transfer of personal data is carried out based on an adequate level of protection and with the application of appropriate safeguards in accordance with Articles 64 and 65 of the Law. **(6) What are your rights regarding personal data?** In relation to the processing of your personal data, you have the following rights: the right of access, the right to rectification and supplementation, the right to erasure, the right to restriction of processing, and the right to data portability. At any time, you may also file a complaint with the Commissioner for Information of Public Importance and Personal Data Protection if you believe that the processing of your personal data is not in accordance with the applicable law. Contact details: Commissioner for Information of Public Importance and Personal Data Protection, Address: Bulevar kralja Aleksandra no. 15, Belgrade, Email: office@poverenik.rs, Phone: +381 11 3408 900, Filing a complaint with the Commissioner does not affect your ability to exercise your rights through the initiation of appropriate judicial or administrative proceedings. **(7) Right to object:** You have the right to object at any time to the processing of your personal data based on legitimate interest. You may submit your objection via email to: zastitapodataka@pravainterpretatora.org. If you lodge an objection, we are obliged to stop processing your data, unless there are legal grounds for the processing that override your interests, rights, or freedoms, or if the processing is related to the establishment, exercise, or defense of legal claims. **(8) Obligation to provide data:** The provision of personal data of performers, right holders, and legal representatives of minor performers is a legal and contractual obligation and a necessary condition for exercising the right to remuneration for performers. If such data are not provided, the realization of contractual and legal rights and obligations will not be possible.

Performer

