

Information
on rights and obligations of the rightholder
resulting from agreement on collective management of rights concluded with SAWP,
from the act on collective management of copyright and related rights and on
deductions made by SAWP

I. Rightholder, who concluded an agreement on collective management of his rights in artistic performances of music and lyric-music works with SAWP, is authorized to:

- license use of artistic performances being subject to the collective management agreement concluded with SAWP to third parties, provided that such use is not combined with direct nor indirect economic benefits;

- terminate entire collective management agreement concluded with SAWP or with limitation to particular artistic performances, fields of exploitation or territories, with notice period as provided by the agreement, by providing SAWP in person, in written form by post or by electronic means a declaration according to the form constituting Enclosure to this information;

- being provided – at least once a year - with information pertaining to collective management performed during the given period, including in particular:

- contact data of the rightholder
- amount of rights revenues due to the rightholder
- amount of rights revenues paid out to the rightholder for use of artistic performances in particular fields of exploitation
- period, for which distribution or payment of right revenues has been done, unless due to objective reasons, SAWP is not able to share such data
- amount of deductions for the costs of collective management
- amount of deductions for SAWP's activity of social, cultural or educational character
- amount of revenues from rights due to rightholder, which have not been paid out until the end of the given period

- being provided – upon the properly justified request – with information at least with regard to:

- artistic performances managed by SAWP on the basis of agreement on collective management of rights or representation agreement and if due to objective reasons it is not possible, with regard to types of artistic performances managed on the basis of these agreements
- fields of exploitation and territories, for which the management is being performed

II. Rightholder, who concluded an agreement on collective management of his rights in artistic performances of music and lyric-music works with SAWP, is obliged to:

- immediately report to the register kept by SAWP fixed artistic performances existing at the time of signing with SAWP of the agreement on collective management of rights and accordingly – immediately report artistic performances fixed during the agreement period, where registration may be made on the declaration forms in force in SAWP in person at the society's office or by means of electronic communication via dedicated webpage created by SAWP

- providing SAWP with information on:

- each case of licensing to third parties the use of his rights in artistic performances being subject to agreement on collective management concluded with SAWP, including in particular: name and surname or username of the licensee, date the license has been granted, artistic performances, fields of exploitation and territories for which the license is effective, within one month after granting the license, and with regard to licenses granted prior to concluding agreement on collective management with SAWP – within one month after concluding this agreement;
- each case of transferring rights being subject of collective management agreement to a third party, including in particular: name and surname or username of the assignee, his correspondence address, including his e-mail, date of transfer, artistic performances being subject to transfer and fields of exploitation for which the transfer is effective;
- change of home address, headquarter address or address for correspondence;
- change of data necessary for the society to distribute on his behalf rights revenues due

In case of breach of obligations referred to above, the rightholder shall bear justified and documented costs of ineffective claims for the breach of rights being subject to this agreement.

III. Deductions made by SAWP

According to Code of Repartition approved by resolution No. 2/2019 of the General Assembly of 11 April 2019 referred to in Article 19 sec. 4 of the Act on collective management of copyright and related rights, SAWP applies advanced deductions of 20 % from amounts collected from users of rights in artistic performances. Deductions are being applied on monthly bases. Twice a year SAWP calculates real costs and collection and makes adjustments of deductions applied. In the event of justified costs incurred in the amount higher than advanced deductions, the remaining amount shall be charged from the ongoing collection.

According to Code of deductions from rights revenues for activity of social, cultural or educational character and of carrying out of such activities approved by the resolution No. 3/2019 of the General Assembly of 11 April 2019 referred to in Article 19 sec. 5 and 7 of the Act on collective management of copyright and related rights, SAWP makes deduction of 3% from rights revenues due to rightholders represented by SAWP and from rights revenues which have not been calculated and distributed.



**LIMITATION
OF THE AGREEMENT ON COLLECTIVE MANAGEMENT
OF RIGHTS IN ARTISTIC PERFORMANCES OF MUSIC
AND LYRIC-MUSIC WORKS**

I, residing in Identity No..... acting according to art. 2 of the agreement on collective management of rights in my artistic performances of music and lyric-music works I have entered into with Polish Musical Performing Artists' Society SAWP (hereinafter referred to as SAWP), hereby limit the scope of rights I have entrusted to SAWP in the agreement on collective management of rights in my artistic performances of music and lyric-music by:

Exclusion from the agreement the following fields of exploitation (select appropriate)

- fixation,
- multiplying by a specific technique, including magnetic recording and digital technique,
- introducing into circulation,
- rental
- lending,
- public performance (performance for a carrier or form radio or TV),
- broadcasting,
- cable retransmission,
- making available in a way allowing everyone to have access in the place and at the time individually chosen,
- screening.

Exclusion from the agreement the following territories (select appropriate):

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Limiting the agreement the following territories (select appropriate):

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I however confirm, that the above limitation of collective management of rights in my artistic performances entrusted to the Polish Musical Performing Artist's Society SAWP does not affect SAWP's empowerment to collect and distribute on my behalf fees from producers and importers of video and tape recorders and other similar devices as well as connected with them blank carriers enabling copying artistic performances of the works for own personal use.

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(Rightholder)