

GENERAL TERMS AND CONDITIONS FOR RIGHTS ADMINISTRATION



PUBLISHERS

Version of 1 January 2024

1. Purpose of the rights administration agreement

By the rights administration agreement, Publisher instructs SUISA to manage the below-described rights in the musical works published or sub-published by it; this means that SUISA is entrusted with collecting the royalties from users and distributing them to the entitled parties. SUISA undertakes to perform the assignment diligently, in accordance with its Articles of Association, by-laws and regulations.

For this purpose, Publisher transfers to SUISA on a fiduciary basis the rights designated in these General Terms and Conditions for Rights Administration. SUISA administers the rights directly or through domestic or foreign sister societies, organisations or associations (hereafter referred to as “sister society/ies”). For this purpose, SUISA may enter into reciprocal representation agreements, unilateral representation agreements or other forms of cooperation contracts (hereafter referred to as “reciprocal representation agreements”) and in that context re-transfer the rights entrusted to it. SUISA itself does not exploit the transferred rights commercially.

SUISA is a not-for-profit organisation.

2. Musical works covered by rights administration

The rights administration agreement concerns all non-dramatic musical works and their lyrics (hereafter referred to as “musical works”) in respect of which Publisher has already concluded a publishing or sub-publishing contract or will conclude a publishing or sub-publishing contract during the term of the agreement. The rights administration agreement covers musical works and arrangements of musical works, as well as parts of works.

Musical works covered by publishing or sub-publishing contracts signed by Publisher before the rights administration agreement is executed are also covered by the agreement unless Publisher has already transferred the rights in such musical works to another party. Publisher undertakes to notify SUISA of all rights granted before the rights administration agreement was signed. Any previously transferred rights reverting to Publisher are covered by the rights administration

agreement, i.e. they will be transferred to SUISA for management.

Publisher is not obligated to transfer the rights in the musical works published or sub-published by it where those rights have already been transferred, through an author or a third party, to SUISA, a sister society, or a third party who has transferred them to SUISA.

During the validity of the rights administration agreement, no musical work may be excepted from the agreement.

3. Rights and claims to remuneration transferred for administration

3.1 Dramatic musical works and uses excluded from rights administration

The dramatic musical works excluded from the scope of the rights administration agreement are musical works with a plot portrayed by persons playing set roles and which rely on music to the point where they cannot generally be used without it.

Typical examples are musicals, operas, operettas and ballets.

Musical works contained in films or other audiovisual or multimedia works do not qualify as dramatic musical works except in the case of films of dramatic musical works.

For the purpose of the rights administration agreement, the following are also non-dramatic musical works:

- musical works for dance works which are used without dance;
- concert versions of dramatic musical works; and
- excerpts from dramatic musical works which do not comprise a complete act and are not longer than 25 minutes in the case of a radio broadcast, or 15 minutes in the case of a television broadcast.

The author's original intent is not relevant for the purpose of distinguishing between dramatic and non-dramatic musical works. A musical work that was not originally created as a dramatic work may be subsequently dramatised (alone or with other works)

with the consent of the rightholders (in accordance with paragraph 1), in which case it will be deemed a dramatic musical work, for the purpose of the rights administration agreement, if it is used (performed, broadcast, reproduced, etc.) dramatically (in accordance with paragraph 1).

3.2 Rights administration for non-dramatic musical works

Publisher transfers to SUISA, for the term of the rights administration agreement, the following exclusive rights and claims to remuneration for administration:

- a. the right to deliver and perform musical works in any way whatsoever and to make them perceptible elsewhere (performance right);
- b. the right to broadcast musical works on radio, television or similar means, including via cable (e.g. cable networks) or satellite (broadcasting right, including simulcasting);
- c. the right to re-broadcast the musical works by means of technical installations (cable networks, transmitter, etc.) (rebroadcasting right);
- d. the right to make musical works available, for example on the internet or other networks, so that they may be accessed by members of the public from a place and at a time individually chosen by them (online right);
- e. the right to make broadcast or re-broadcast musical works perceptible (public reception right);
- f. the right to record musical works on phonograms, videograms or data carriers of any kind and to manufacture and distribute such carriers (mechanical right), including for the purpose of performing, broadcasting, rebroadcasting or making them available (letters a to d); subject to letter h, this right does not include the reproduction of graphical representations (sheet music, etc.);
- g. the right to combine pre-existing musical works with works of other genres (film, text, pictures, etc.), or to make pre-existing musical works interactively usable with works of other genres (multimedia); these rights are hereafter referred to as synchronisation rights or film production rights and may only be managed by Publisher under the conditions indicated in point 3.8;
the right to record the thus combined musical works on phonograms, videograms and data carriers, and to reproduce and distribute such carriers;
SUISA does not manage the synchronisation right in commissioned works; such works are specifically commissioned for use in combination with works of other genres or for interactive use with works of other genres; all other musical works are deemed to be pre-existing musical works;

h. concerning graphic representations (sheet music, etc.) of musical works (with or without text):

- the right for teachers to make copies or have copies made for teaching purposes in the classroom (school usage);
- the right for companies, public administrations, institutions, commissions and similar organisations to make copies or have copies made for internal information or documentation purposes (internal usage);
- the right for individuals to have copies made by third parties for their own personal use and that of closely related parties (private usage); copy shops, libraries and other public institutions and businesses which make photocopiers available to their users also qualify as third parties.

The right to reproduce complete or nearly complete publications of sheet music or music study courses is excluded;

- i. the right to rent, lend or otherwise make musical works available, for a fee or free of charge;
- j. the right to manufacture or import blank phonograms, videograms or media carriers which may be used for recording musical works.

3.3 Opt-in of online rights in texts and sheet music

The original Publisher may at any time declare to SUISA in writing the additional transfer of the online rights (section 3.2(d)) in the text and graphic recording (sheet music, etc.) of the musical works, and parts of such works, published by it.

The transfer can be revoked for the end of any year subject to six months' notice, and the aforesaid rights then revert to Publisher. Any licences granted to users for a duration extending beyond the termination are reserved.

3.4 Other rights

The transferred rights also include any new usages and rights which may be created or developed as a result of technological progress or changes in legislation, and which are significantly equivalent to the above-mentioned rights.

3.5 Scope of transfer

The transfer is valid regardless of whether the relevant rights are deemed exclusive rights or claims to remuneration in Switzerland or any other country.

The transfer also comprises the right to obtain information and to bring action for damages, declaratory judgment, injunctive relief or remedy, condemnation order, as well as the right to initiate criminal proceedings. Publisher expressly empowers SUISA to conclude royalty settlements with regard to the musical works published or sub-published by it.

3.6 Rights excluded from administration by SUIISA

Publisher may exclude certain groups of rights from administration by SUIISA in respect of all the musical works published or sub-published by it.

The excluded groups of rights must be specified in the rights administration agreement. Exclusions may be subsequently revoked with six months' notice for the 1 January of any calendar year. New exclusions may be filed, with the same notice period, effective at the beginning of any calendar year.

3.7 Arrangement rights and rights in arrangements

The rights transferred to SUIISA relate to musical works in the form published by Publisher. The right to grant or refuse to grant arrangement rights, in particular for adding lyrics to a musical work, is managed not by SUIISA but by Publisher or the sub-publisher – depending on the publishing or sub-publishing contract – or by the Author directly. However, SUIISA manages the rights in arrangements.

Arrangements are musical works created from existing works and which retain the recognisable originality of the latter. Arrangements notably include translations of lyrics into other languages, setting music to lyrics, and the first-time addition of lyrics, or the addition of new lyrics, to musical works.

3.8 Management of synchronisation rights

SUIISA only manages the synchronisation or film production rights if Publisher does not wish to manage such rights directly.

If Publisher wishes SUIISA to manage such rights, it must inform SUIISA about the specifically designated use and the actual musical work in question. In the case of unpublished musical works, publishers are entitled to manage the works directly.

All other rights, particularly those relating to the reproduction and distribution of copies of the work, are managed by SUIISA.

Authors and publishers cannot manage synchronisation rights directly in the case of:

- a. uses of musical works offered on catalogues for synchronising phonograms, videograms and data carriers (mood music, production music, library music, etc.);
- b. uses of musical works by broadcasting companies for radio and television broadcasts (except commercials, sponsoring billboards, etc); this includes works used in the production by the broadcasting company or on its behalf of phonograms, videograms and data carriers for broadcasting purposes only;

- c. uses of musical works for audiovisual works created by end-users of online content-sharing services and uploaded to such services provided that, in so doing, the end-users are not operating in a commercial capacity and do not derive significant income therefrom.

3.9 Licensing for non-commercial uses

Publisher is entitled to grant direct licences for non-commercial uses of certain of its published or sub-published works which have already been registered. All entitled parties in the work must give their permission to such use.

Publisher must file separate registrations with SUIISA for any works in which such licences are to be granted. SUIISA provides an ad hoc form for this purpose.

A use is deemed non-commercial where it is not granted for monetary consideration and does not procure a direct or indirect commercial advantage. Publisher may only grant the following Creative Commons licences: CC_BY-NC, CC BY-NC-SA and CC BY-NC-ND. All these licences are free of charge and irrevocable.

3.10 Limitation of the rights administration obligation

SUIISA shall conduct its business in accordance with proper business management principles. SUIISA endeavours to manage the transferred rights as comprehensively as possible.

However, in granting licences and collecting royalties, SUIISA relies primarily on the notifications and indications received from the users themselves. For cost considerations, SUIISA cannot guarantee absolute market coverage and/or enforcement.

4. Territorial scope of the rights administration agreement

4.1 In general

The transfer of the rights referred to in section 3 is valid in all countries and territories world-wide.

4.2 Exceptions

Publisher may limit the territorial validity of the transfer of rights. The limitation must be specified country by country. Failing such limitation, the transfer is considered valid world-wide.

The excluded countries must be indicated in the rights administration agreement. Countries and territories where SUIISA's rights are managed by sister societies based on reciprocal representation agreements may be subsequently excluded subject to six months' notice for the 1 January of any calendar year. Exclusions may be

revoked, with the same notice period, effective at the beginning of any calendar year. Exclusions in respect of other countries and territories may be made, or revoked, at any time effective at the start of the following month.

4.3 Rights administration abroad

SUISA endeavours to manage the rights transferred to it in accordance with section 3 as comprehensively as possible abroad, in cooperation with its foreign sister societies. SUISA notifies the uses known to it to the relevant sister society.

Rights' administration by sister societies in foreign countries is regulated by the laws, tariffs, distribution rules and contracts of the relevant country. Each sister society determines its own operating rules and practice. Therefore, SUISA cannot guarantee that there will be no gaps in the administration of Publisher's rights abroad, nor can it assume any liability for the activities of its sister societies. SUISA has no obligation to act abroad directly.

If several sister societies operate in one and the same country, SUISA will conclude one or more reciprocal representation agreements with the sister society or societies of its choice.

5. Electronic communication

5.1 In general

SUISA may use electronic means (especially email, online services or other forms of electronic communication) to communicate with Publisher and perform its services; it may also replace the existing forms of communication and data exchange (e.g. postal services) by electronic media and define the corresponding specifications. SUISA is not required to make or preserve printed copies (or other form of copies) of electronic messages.

Publisher is responsible for ensuring that electronic communication with SUISA is possible by installing the necessary technical equipment. Publisher bears the cost of its own technical equipment and electronic communication. SUISA reserves the right to change the specifications for the use of electronic communication – in particular by adapting them to new developments – at any time.

5.2 Communication by email

Without prejudice to SUISA's rights under point 5.1, once Publisher communicates its email address to SUISA, SUISA and Publisher are entitled to communicate with each other by email. SUISA is then entitled to email all messages and documents which it had previously sent to Publisher by post (or any other means).

Email messages are deemed received as soon as the addressee can view them under normal circumstances. If a notice expressly requires the written form, it must be sent in writing by post. Communications sent by email with a coded electronic signature qualify as being in the written form.

Publisher is aware that email communications are basically not encrypted and that, therefore, their security and confidentiality cannot be guaranteed. SUISA declines any liability for damages incurred by Publisher or by any third party as a result of email communications.

5.3 Online services

SUISA makes available to its members and principals a restricted area (hereafter referred to as the "Members Area") on its website from which they may access various online services; for the communication of confidential data this area is encrypted in accordance with customary standards. The online services will be progressively developed.

The Members Area may be accessed with a username and password. Publisher may at any time apply for a username and password to log in to the Members Area. Access is exclusively restricted to the publisher designated as a contractual party in the rights administration agreement. If Publisher grants its corporate bodies, employees or any other third-parties access on its behalf, it is liable for their acts and omissions as for its own; Publisher must instruct and oversee them accordingly.

Communications through the Members Area or via the online services are deemed received as soon as they can be viewed by the addressee under normal circumstances.

Publisher acknowledges that communications through the website and the Members Area are only partially encrypted and that their security and confidentiality cannot be guaranteed absolutely. SUISA declines any liability for damages incurred by Publisher or any third party in connection with communications through the SUISA website or the Members Area.

Publisher undertakes to store its username and password in a secure place, not to disclose them to unauthorised third parties and to abstain from otherwise granting or facilitating access to the Members Area by unauthorised third parties. SUISA declines all liability for any damages arising from Publisher's disregard for this confidentiality obligation. Publisher holds SUISA harmless from all third-party claims (including court and legal fees) against SUISA or its sister societies arising from Publisher's failure to observe the confidentiality obligations.

If Publisher has any knowledge or reason to believe that its password has fallen into unauthorised hands, Publisher must change it promptly. If Publisher has any knowledge or reason to believe that its username has fallen into unauthorised hands, it must notify SUISA promptly. Relying on such notification, SUISA immediately blocks the username in question and issues a new one to Publisher at its request. SUISA declines all liability for any data lost as a result of the blocking of the username.

Access to the Members Area of the website is primarily designed to enable Publisher to view, record and download data and information relating to itself and its own published or sub-published works. If, in the process, Publisher acquires any data or knowledge about other participants in its published or sub-published works or about third parties and their works, Publisher must handle such information confidentially and not divulge it to third parties. Publisher further undertakes not to use the information for transacting business with third parties but only for its own internal purposes and in compliance with statutory prescriptions and data protection rules in particular. SUISA's website, online services and the data contained therein may not be used for commercial purposes without SUISA's prior written consent. SUISA may make such consent conditional to the payment of an appropriate fee.

Specific online services may be regulated by special terms and conditions of use which Publisher can call up and save or print, and which must be accepted by ticking the relevant box or button. From the first login to an online service at the latest, Publisher undertakes to observe the applicable terms and conditions of use of that service. In case of discrepancy with these General Terms and Conditions, the special terms and conditions of use take priority.

SUISA is entitled to monitor, record and evaluate users' access to its website and their data transmissions; in particular, it may log and save any searches undertaken by Publisher and the corresponding results, together with the username and time of search. SUISA may also temporarily or permanently block Publisher's access to the Members Area if it has knowledge or reason to believe that Publisher has violated the terms and conditions of use (especially these General Terms and Conditions and/or the terms and conditions of use for the relevant online service). SUISA declines all liability for any data lost following the blocking of access.

The Members Area (including the online services offered there) is monitored during normal business hours. SUISA strives to ensure round-the-clock availability of the Members Area. It cannot, however, guarantee permanent availability and reserves the right

to interrupt access at any time without giving reasons. SUISA may, in particular, interrupt access for maintenance purposes and during works on the system.

SUISA cannot guarantee the accuracy and unrestricted availability of the data made available through its website and the Members Area (and the online services offered there); SUISA is not liable for any direct or indirect damages suffered by Publisher or any third party in connection with the use of information obtained by Publisher through its website or the Members Area.

If Publisher no longer intends to use the Members Area, SUISA must be promptly informed. SUISA will then immediately block Publisher's access to the Members Area.

6. Information about the entitled party, musical works and data protection

6.1 In general

Publisher undertakes to provide SUISA, in good time, with all necessary information and notices for the administration of its rights, and to respond to SUISA's inquiries.

In particular, Publisher must promptly notify SUISA of the extension or termination of its publishing agreements. Publisher must also inform SUISA immediately if it grants sub-publishing rights to foreign sub-publishers, acquires sub-publishing rights from foreign publishers or if a sub-publishing agreement is terminated.

Publisher undertakes to promptly notify SUISA of any change in its personal or corporate particulars such as the company name (name of Publisher), legal form, shareholding, management, address, telephone number, email address, payment address, VAT number, etc. and in the event of a merger, spin-off, insolvency, composition or bankruptcy proceedings. Royalty statements and other correspondence are considered validly delivered if they are sent to Publisher's last communicated address (postal or email). If SUISA does not have a valid delivery or payment address for Publisher, SUISA's obligation to send royalty statements and other correspondence and to transfer distribution payments is suspended. SUISA is not obligated to make investigations for the postal or payment address.

SUISA assumes that Publisher is the economic beneficiary of the distribution proceeds paid to it and that such amounts are duly declared to the tax authorities. If Publisher is not the economic beneficiary, or is not the only economic beneficiary, or if the tax authorities request information in this regard, Publisher

undertakes to communicate all necessary particulars to SUIISA.

If the owner of the Publisher is a natural person, at the owner's death his or her legal successors must designate a joint representative for SUIISA. As long as the heirs are unknown, no joint representative has been designated or the estate has not been definitively settled, SUIISA's obligation to send royalty statements and other correspondence and to pay the distribution proceeds is suspended.

6.2 Registration of musical works

Publisher undertakes to completely, truthfully and accurately register with SUIISA all its published or sub-published musical works. All co-authors, lyricists, arrangers and other parties entitled to parts of the works (samples, beats, etc.) must be indicated. By filing the registration, Publisher declares with binding effect that it has concluded a valid publishing or sub-publishing agreement covering the relevant musical work. Publisher undertakes not to register any works generated solely by artificial intelligence.

Musical works must be registered in writing on the forms supplied by SUIISA, as a digital file or via the online service – if available – in the Members Area of SUIISA's website. Section 5 may apply.

The following must be attached to the works registration:

- for original publications of works: a copy of the publishing agreement; in the case of sub-published works: the terms and conditions of the sub-publishing agreement; if these are disputed, SUIISA may request a copy of the sub-publishing agreement; if the entries concerning a musical work have to be corrected because the indications supplied were incorrect, SUIISA may charge Publisher for the additional cost; if SUIISA does not have a copy of the original publishing or sub-publishing agreement, SUIISA may, in case of a dispute concerning the distribution key, rely on the sole indications of the author(s) or the original publisher;
- for arrangements of unprotected works ("domaine public"): a copy (as a score or in the audio format decided by SUIISA) of the original work and the arrangement;
- in the case of arrangements of protected musical works and the use of existing parts of works (samples, beats, etc.): the permission of the rightholder(s);
- for all musical works: at SUIISA's request, a copy in the format decided by SUIISA which SUIISA can reproduce and also pass on to third parties to facilitate rights management.

Registrations must be filed within the following time limits:

- for musical works covered by publishing or sub-publishing contracts concluded before the rights administration agreement was signed: within three months of the date of the rights administration agreement;
- for musical works covered by publishing or sub-publishing contracts concluded during the term of the rights administration agreement: within one month of publication of the work.

As long as a musical work is not completely and accurately registered, Publisher is not entitled to any distribution proceeds.

Publisher shall hold SUIISA harmless against any claims asserted by third parties (including court and legal fees) on the grounds of unjustified or inaccurate work registrations.

6.3 Use of information (data protection)

SUIISA is entitled to collect and process personal data relating to Publisher for all purposes in connection with the implementation of the rights administration agreement and a possible membership, and in particular for the purpose of managing Publisher's rights, combating piracy and for statistical and scientific purposes and, in the same context, to disclose the data to third parties in Switzerland or abroad. Personal data includes indications and documents relating to Publisher and Publisher's identity, the relationship with SUIISA as a principal or member, the rights administration agreement, Publisher's published or sub-published musical works and usage thereof, royalty statements and payments.

Publisher agrees that, in the framework of the above-described data processing, SUIISA may, in particular:

- a. keep records on Publisher (in printed and/or electronic form);
- b. enter personal data in databases;
- c. disclose personal data to sister societies in Switzerland and abroad for processing in the same scope as SUIISA;
- d. disclose personal data to sister societies in countries which do not offer the assurance of adequate data protection comparable with Switzerland's.

Publisher expressly agrees that information concerning its published or sub-published musical works and the rightholders in those works (but not concerning the shares in the proceeds of the works) may be made publicly available in Switzerland and abroad (via internet in particular).

Moreover, SUIISA shall not disclose personal data about Publisher to third parties unless it is obliged to do

so by Swiss or foreign law or pursuant to Swiss or foreign administrative or judicial orders.

SUISA ensures that personal data is protected against unauthorised access, unauthorised use and unauthorised disclosure through appropriate technical and organisational measures offering a reasonable level of data security. Publisher is responsible for data security on any computers used.

If Publisher has access to SUISA's website Members Area and can call up, enter or change personal and works-related data and information, Publisher is responsible for checking and correcting the personal data.

Publisher can ask SUISA to provide information about any of its personal data processed by SUISA and to correct such data where necessary. Before giving information or correcting personal data, SUISA reserves the right to ask for due identification.

After termination of the rights administration agreement, Publisher may expressly notify SUISA that personal data may no longer be processed as of the termination date. SUISA must then cease any further processing of Publisher's data unless there are other justifications for processing certain personal data (e.g. statutory retention periods or overriding interest in the allocation of the unique author identification).

The applicable Privacy Policy Statement published by SUISA (on its website and on forms) applies in all other respects.

7. Distribution, royalty statements and advances

7.1 Distribution of revenues

SUISA is obligated to distribute the collected royalties in accordance with its final, legally valid Distribution Rules. The Distribution Rules in effect when the statement is prepared are authoritative.

Publisher acknowledges that the Distribution Rules may be amended at any time. The amendments to the Distribution Rules approved by the regulatory authority, the IGE (Swiss Federal Institute of Intellectual Property), are published in SUISA's official journal for principals and members, on SUISA's websites and in the SHAB (Swiss Official Gazette of Commerce); they may be appealed before the courts within 30 days.

Unless another key for the distribution of royalties between the entitled parties of a work is indicated in the works registration, Publisher consents to the use of the distribution key specified in the Distribution Rules. Distribution keys which are not in compliance with mandatory provisions of the Distribution Rules are invalid.

7.2 Royalty statements

SUISA issues statements to Publisher of the revenues from the published or sub-published musical works several times a year in accordance with SUISA's Distribution Rules and/or those of its sister societies. This does not apply to works to which no revenues have been assigned.

Royalty statements will be sent to the last address (postal or electronic) communicated by Publisher. If SUISA does not have a valid address for Publisher, the third paragraph of point 6.1 applies.

7.3 Advances

SUISA can grant Publisher advances commensurate with the past and/or anticipated use of the published or sub-published works. SUISA is entitled to offset such advances.

If Publisher's account shows a negative balance two years after an advance has been made, SUISA may demand that the negative balance be repaid within three months.

7.4 State charges (taxes, social security and other)

SUISA is entitled to deduct from the distributable amounts any taxes and other charges payable pursuant to Swiss law, foreign laws or international treaties.

If, during the term of the rights administration agreement, Publisher is required to pay value-added tax by law or because it exercises the option to do so, it must notify SUISA promptly, indicating its VAT registration number; SUISA then calculates the distribution amount plus VAT at the relevant rate. Publisher settles the value-added tax directly with the tax authorities. If Publisher fails to do so or wrongfully claims VAT from SUISA, it will be comprehensively liable towards SUISA (for taxes, fines, penalty charges, interest, costs, etc.). Moreover, if Publisher decides to revoke the option, SUISA must be promptly notified. Until it is notified of Publisher's decision to exercise or revoke the VAT option, SUISA prepares its royalty statements with or without VAT, as the case may be. Publisher must provide SUISA with all VAT-related supporting documents.

Publisher is directly responsible for declaring the royalty payments to the tax authorities and social insurance offices (AHV/AVS, IV/AI, EO/APG, etc.).

8. Membership in SUISA

Publisher becomes a full member of SUISA, with the right to vote and be elected, as soon as the membership conditions set forth in the applicable Articles of Association are satisfied.

9. Entry into force and termination of rights administration agreement

9.1 Entry into force

The rights administration agreement comes into effect as soon as it is signed by both parties. It is valid for an indefinite period.

The rights administration agreement supersedes and replaces any prior rights administration agreements signed between Publisher and SUISA. Any other existing agreements and exceptions with regard to rights or countries remain in full force and effect provided they are not inconsistent with the applicable rights administration agreement.

9.2 Termination

The rights administration agreement may be terminated by either party with six months' notice for the end of any calendar year.

If SUISA has no valid address on record for Publisher for five years, or if no joint representative has been designated by Publisher's legal successors in the ten years following Publisher's death, the rights administration agreement automatically expires at the end of the year. If no valid payment address is known to SUISA thereafter, any distribution proceeds which cannot be paid are set aside for another five years after which time they vest with SUISA.

If there is a negative balance on Publisher's account, all of the following rights are suspended: the right to terminate the agreement, the right to except certain groups of rights from transfer to SUISA (rights administration agreement, C), the right to automatic termination failing a valid address (in accordance with paragraph 2) and the right to subsequently except certain countries (point 4.2) and/or to transfer membership to a sister society (point 9.3).

Upon termination of the rights administration agreement, all the transferred rights revert to Publisher and Publisher's access to the Members Area of the SUISA website will be blocked.

Any previously licensed uses which take place after the termination of the rights administration agreement are reserved.

9.3 Transfer to a sister society

The transfer of all rights to a sister society, or limited transfers of individual rights or countries are permitted subject to the termination rules under point 9.2.

9.4 Financial consequences of the termination of the rights administration agreement

Publisher is entitled to a subsequent royalty statement for uses during the term of the agreement, and to the

payment of the corresponding amounts. Publisher has no further financial claims against SUISA.

(The English-language version of these General Terms and Conditions for Rights Administration has been translated for your convenience from the German-language original. In case of discrepancies, the German-language original is authoritative.)