# GENERAL TERMS AND CONDITIONS FOR RIGHTS ADMINISTRATION

SUISA

## AUTHORS

Version of 1 January 2026

### 1. Purpose of the rights administration agreement

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

For this purpose, Author 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 covers all non-dramatic compositions and their lyrics (hereafter referred to as "musical works") created or co-created (with other rightholders) by Author 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 created or co-created by Author before the rights administration agreement was signed are also covered by the agreement unless Author has already transferred the rights to another party that is not a publisher member of a competent collective rights management organisation. Author undertakes to notify SUISA of all rights granted in his or her musical works prior to the execution of the rights administration agreement. Any previously transferred rights reverting to Author will be covered by the rights administration agreement, i.e. they will be transferred to SUISA for management.

Author is not obligated to transfer the rights in his or her musical works where those rights have already been transferred, through a publisher 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 contract.

### 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.

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

Author transfers to SUISA, for the term of the rights administration agreement, the following exclusive rights and claims to remuneration for the purpose of their 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 rights), 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 under the conditions indicated in point 3.7;
   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 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.

### 3.4 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. Author expressly empowers SUISA to conclude royalty settlements with regard to his musical works.

### 3.5 Rights excluded from administration by SUISA

Author may exclude certain groups of rights from administration by SUISA in respect of all Author's musical works.

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.

### 3.6 Arrangement rights and rights in arrangements

The rights transferred to SUISA relate to musical works in the form created by Author. The right to grant or refuse to grant arrangement rights, in particular for adding lyrics to a musical work, is managed by Author directly and not by SUISA. However, SUISA 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.

### 3.7 Management of synchronisation rights

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

If Author wishes SUISA to manage such rights, he or she must inform SUISA about the specifically designated use and the actual musical work in question. In the case of published musical works, the 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 SUISA.

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.

### 3.8 Licensing for non-commercial uses

Author is entitled to grant direct licences for non-commercial uses of certain registered works. All entitled parties in the work must give their permission to such use.

Author must file separate registrations with SUISA for any works in which such licences are to be granted. SUISA 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. The Author 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.

### 3.9 Limitation of the rights administration obligation

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

However, in granting licences and collecting royalties, SUISA relies primarily on the notifications and indications received from the users themselves. For cost considerations, SUISA 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 worldwide.

### 4.2 Exceptions

Author may limit the territorial validity of the rights transfer. 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 SUISA's rights are managed by sister societies based on reciprocal representation agreements may be subsequently excluded subject to six months' notice for the start of any calendar year. Such 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 assigned 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 Author'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.

If the rights of use transferred in accordance with Section 3, or parts thereof, are not managed in a specific country by an affiliate, by SUISA itself or by a third party commissioned by SUISA, the rights not managed for the country in question are transferred back to the Author so that he or she may assert them directly.

## 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 Author 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.

Author is responsible for ensuring that electronic communication with SUISA is possible by installing the necessary technical equipment. Author bears the cost of his or her own technical equipment and electronic communications. 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 Author communicates his or her email address to SUISA, SUISA and Author 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 Author 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.

Author 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 the Author 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. Author may at any time apply for a username and password to log in to the Members Area. Access is exclusively restricted to the author designated as a contractual party in the rights administration agreement. If Author grants access to third parties on his or her behalf, Author is liable for their acts and omissions as for his or her own; Author must instruct and oversee the third parties 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.

Author 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 Author or any third party in connection with communications through the SUISA website or the Members Area.

Author undertakes to store their 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 Author's disregard for this confidentiality obligation. Author holds SUISA harmless from all third-party claims (including court and legal fees) against SUISA or its sister societies arising from Author's failure to observe the confidentiality obligations.

If Author has any knowledge or reason to believe that his or her password has fallen into unauthorised hands, Author must change it promptly. If Author has any knowledge or reason to believe that his or her username has fallen into unauthorised hands, Author must notify SUISA promptly. Relying on such notification, SUISA immediately blocks the username in question and issues a new one to Author upon 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 Author to view, record and download personal and own works-related data and information. If, in the process, Author acquires any data or knowledge about other participants in Author's works or about third parties and their works, Author must handle such information confidentially and not divulge it to third parties. Author further undertakes not to use the information for transacting business with third parties but only for Author's 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 Author 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, Author 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 Author and the corresponding results, together with the username and time of search. SUISA may also temporarily or permanently block Author's access to the Members Area if it has knowledge or reason to believe that Author 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 un-restricted 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 Author or any third party in connection with the use of information obtained by Author through its website or the Members Area.

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

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

### 6.1 In general

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

Author undertakes to promptly notify SUISA of any changes in personal particulars such as address, telephone number, email address, payment instructions, VAT number, etc. Royalty statements and other correspondence are considered validly delivered if they are sent to the last address (postal or email) communicated by Author. If SUISA does not have a valid delivery or payment address for Author, 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 Author is the economic beneficiary of the distribution proceeds paid to Author and that such amounts are duly declared to the tax authorities. If Author is not the economic beneficiary, or is not the only economic beneficiary, or if the tax authorities request information in this regard, Author undertakes to communicate all necessary particulars to SUISA.

At Author's death, Author's legal successors must designate a joint representative authorised to deal with SUISA. As long as the heirs are unknown, no joint representative has been designated or the estate has not been definitively settled, SUISA's obligation to send royalty statements and other correspondence and to pay the distribution proceeds is suspended.

### 6.2 Registration of musical works

Author undertakes to completely, truthfully and accurately register all published musical works authored or co-authored by him or her. All co-authors, lyricists, arrangers and other parties entitled to parts of the works (samples, beats, etc.) must be indicated. By filing the registration, Author declares with binding effect that he or she is the author or co-author of the relevant musical work. Author undertakes not to register any works generated solely by artificial intelligence.

Musical works must be registered in writing on the forms supplied by SUISA or via the online service – if

available – in the Members Area of SUISA's website. Section 5 may apply.
The following must be attached to the works registration:
- for arrangements of unprotected works ("domaine public"): a copy (as a score or in the audio format decided by SUISA) 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, etc.): the permission of the rightholder(s);
- for all musical works: at SUISA's request, a copy in the format decided by SUISA which SUISA 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 published before the rights administration agreement was signed: within three months of the date of the rights administration agreement;
- for musical works published 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, Author is not entitled to any distribution proceeds.

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

Author undertakes not to register with SUISA any musical works which have not yet been published.

### 6.3 Use of information (data protection)

SUISA is entitled to collect and process personal data relating to Author 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 Author'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 Author and Author's identity, the relationship with SUISA as a principal or member, the rights administration agreement, Author's musical works and usage thereof, royalty statements and payments.

Author agrees that, in the framework of the above-described data processing, SUISA may, in particular:

a. keep records on him or her (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 SUISA;

d. disclose personal data to sister societies in countries which do not offer the assurance of adequate data protection comparable with Switzerland's.

Author expressly agrees that information concerning Author's 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, SUISA shall not disclose personal data about Author to third parties unless it is obliged to do so by national or foreign law or pursuant to national 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. Author is responsible for data security on any computers used.

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

Author can ask SUISA to provide information about any personal data relating to Author 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, Author 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 Author's data unless there are other justifications for processing certain personal data (e.g. statutory retention periods, 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.

Author 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, Author 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 Author several times a year showing the revenues from Author's musical works in accordance with its Distribution Rules and/or those of its sister societies. This does not apply to works to which no revenues have been assigned.

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

### 7.3 Advances

SUISA can grant Author advances commensurate with the past and/or anticipated use of Author's works. SUISA is entitled to offset such advances.

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

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

## 8. Pseudonyms

Author must specify any pseudonyms in the rights administration agreement.

During the life of the rights administration agreement, Author may notify new pseudonyms to SUISA; to avoid possible confusion with other names or pseudonyms, new pseudonyms must, however, be chosen in consultation with SUISA.

## 9. Membership in SUISA

Author 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.

## 10. Entry into force and termination of rights administration agreement

### 10.1 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 Author and SUISA. Any other existing agreements and exceptions with regard to rights or countries, as well as any pseudonyms, remain in full force and effect provided they are not inconsistent with the applicable rights administration agreement.

### 10.2 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 Author for five years, or if no joint representative has been designated by Author's legal successors in the ten years following the latter'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 Author'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 10.3).

Upon termination of the rights administration agreement, all the transferred rights revert to Author and Author'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.

### 10.3 Transfer to a sister society

The transfer of all rights to a sister society, or transfers limited to individual rights or countries are permitted subject to the termination rules under point 10.2.

### 10.4 Financial consequences of the termination of the rights administration agreement

Author is entitled to a subsequent royalty statement for uses during the term of the agreement and to the payment of the corresponding amounts. Author 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.)*