

# Membership Contract

concluded between the Verwertungsgesellschaft der Filmschaffenden Genossenschaft mit beschränkter Haftung (Collecting Society of Audiovisual Authors and Actors with limited liability, 1010 Wien, Löwelstrasse 14) ("VdFS")

and the Author or person entitled to a neighbouring right or their heir/s, who is/are cited overleaf ("rights holder")

## 1 Preliminary remark (copyrights and neighbouring rights)

As an author, practicing artist (actor, speaker), organiser or producer of motion picture, the rights holder is entitled to copyrights and/or neighbouring rights to their works (primarily cinematographic works) or services in Austria and abroad, namely in the form of exclusive rights, claims to remuneration and/or participation (hereinafter referred to as "rights "). The rights holder is either entitled to these rights because he/she created (performed) these works and/or services themselves, or because he/she is the legal successor (heir/heirress) to an author or holder of neighbouring rights.

## 2 Granting of rights

2.1. The rights holder grants VdFS his/her rights for fiduciary exercise to the extent outlined below, to all works and/or services, which he/she has created (performed) so far and will create (perform) in the future. With regard to future works (services), a separate granting of rights is therefore not required.

2.2. The granting of rights shall be a transferrable right of us without limitation on time and territory within the meaning of Section 24 UrhG (Austrian Copyright Act), insofar as limitations there are no limitations specified hereinafter (see point 12 of Collection Agreement). VdFS shall then be entitled to exercise the rights granted to them in its own name and in the interest of the rights holder, and, if necessary, also in court.

2.3. The rights holder however remains entitled to permit others to use his or her works or protected items for non-commercial purposes, i.e. not for the purposes of making a profit (Section 26 VerwGesG 2016 (Collecting Societies Act 2016)).

### 3 **Scope of the granting of rights**

3.1. The rights, participation- and remunerations claims granted to VdFS within the meaning of Section 24 VerwGesG 2016 (Collecting Societies Act 2016), include the right to rent or lease work pieces (Section 15, 16 and 16 a UrhG (Austrian Copyright Act)), the right to broadcast, particularly with the help of cables (Sections 17 to 17b and Section 59a UrhG (Austrian Copyright Act)), the public performance and presentation (public reproduction) through broadcasting or audiovisual- and /or sound storage media (Section 18 (2, 3) UrhG (Austrian Copyright Act) and for purposes of availability (§ 18a UrhG) as well as the compensation claims in the case of reproduction for private use (storage medium remuneration (all including the corresponding compensation and participation claims) and the compensation claims in the case of reproduction for private use (storage media remuneration, Section 42b UrhG (Austrian Copyright Act)), the use in libraries (Section 56b UrhG (Austrian Copyright Act)), the public reproduction and public availability in or for education and training (Sections 42g and 56c UrhG (Austrian Copyright Act)), the public reproduction in tourist accommodation establishments (Section 56d UrhG (Austrian Copyright Act)), the use for people with disabilities (Section 42d UrhG (Austrian Copyright Act (UrhG)) and in case of an extension of the term of protection as well as via the right holder's request, orphan works (Section 56e (6) UrhG (Austrian Copyright Act)).

3.2. The exercise of the aforementioned granting of rights (Section 24 (1) VerwGesG 2016 (Collecting Societies Act 2016) shall occur within the scope of the license to operate (permission to exercise rights) given to VdFS, as described in the annex.

3.3. The granting of rights also includes computer and video games insofar as these deal with cinematic works. This also applied to posthumous cinematic works and/or motion pictures pursuant to Section 76b UrhG (Copyright Act).

3.4. If the management of rights abroad is legally prescribed to a further extent or customary in practice, the granting of rights shall also be extended to these areas.

- 3.5. The granting of rights also applies abroad, for the purpose of the exercise of rights to collected works, database works and databases pursuant to Sections 6, 40f and 76c UrhG (Copyright Act), although this is restricted to those which contain exclusively or almost exclusively films or motion pictures.
- 3.6. The granting of rights includes advanced rights (including the moral rights) in the event of infringement with the consent of the rights holder.
- 3.7. If new rights, remuneration- and/or participation claims arise for the rights holder, or new types of use are added, in Austria or abroad, which essentially correspond with the objective granting of rights as regards to the content or substitute these, or the terms of protection are extended or resurrected, the Collection Agreement shall extend also to these. This shall apply correspondingly to a change in the legal position.
- 3.8. Changes in the terms of collection agreements shall also become effective for the rights holder, if he/ she does not terminate the Collection Agreement within four weeks of written notification of the changes. Extensions in the scope of the rights and claims managed by VdFS shall become effective if the rights holder does not object to these within the same period in the form prescribed for terminations. Limitations shall become effective in any case (Section 24 (2) VerwGesG 2016 (Collecting Societies Act 2016)).

#### 4 **Warranty**

- 4.1. The rights holder declares that he/she is able to freely dispose of the rights described at their disposal and they have not disposed of the rights for the benefit of third parties. Insofar as the rights holder has the rights to their disposal, VdFS is entitled to make use of termination rights on behalf of the rights holder. In the case of cable retransmission pursuant to Section 17 (2) in connection with 59a UrhG (Copyright Act), VdFS is the company, which shall be deemed entitled to safeguard the rights of the rights holder.
- 4.2. The rights holder shall refer his contract partners to VdFS to the objective granting of rights and shall undertake not to grant the rights already granted to VdFS for the exercise of the rights, to other collecting societies, independent collecting institutions, agencies, organisations or persons (e.g. film producers, broadcasting companies) for the period of this contract and in the future and insofar shall hold harmless and indemnify

VdFS. This shall apply especially to the right of integral cable retransmission within the meaning of Section 59a UrhG (Copyright Act).

## 5 **Duties of the rights holder**

5.1. The rights holder shall provide VdFS with all the necessary information and documentation. He/she shall immediately inform VdFS of any change of address in writing. All notifications and payments can be made to the previously announced address (paying office) legally and in full discharge of liabilities until such information is received.

5.2. The rights holder declares that he/she has knowledge of the statutes, conditions of membership (rules on ordinary membership), conditions of distribution, SKE guidelines and resolutions of the company and accepts them in their respective valid version.

## 6 **Reciprocity and cooperation contracts**

VdFS can transfer their granted rights in whole or in part to third parties, provided this is necessary or appropriate for the fulfilment of their tasks. These include, above all, the conclusion of reciprocal agreements and/or representation contracts with similar foreign companies and cooperation agreements with domestic collection societies.

## 7 **Duties of VdFS**

7.1. VdFS is obligated to make every effort to safeguard the rights holder's rights on his/her behalf. This particularly includes the conclusion of contracts with users in Austrian and foreign affiliated companies, the identification of the works (services) of the rights holder, if the rights holder provides the necessary information, and the collection and settlement of charges, which arise from the exercise.

7.2. These fees shall be regularly, carefully and correctly distributed and paid out, namely at least concerning domestic income, at least once annually, at the latest nine months after the end of the financial year in which the income from the rights was collected, insofar as this has not become impossible for objective reasons. Concerning foreign accounts, the pay out shall occur at the latest within six months of the actual receipt of these amounts by VdFS. All of this in consideration of the applicable provision of the VerwGesG 2016 (Collecting Societies Act 2016) as amended as well as of the tax- and foreign exchange regulations.

7.3. The rights holder shall agree to the electronic storage (processing) of his/her data and its transfer to other collecting societies, insofar as this is necessary or serves the purpose of fulfilling the tasks of VdFS.

7.4. VdFS is entitled to deduct the costs of the managements of rights and the company's expenses at an appropriate level from the payments levied; it is also entitled to allocate part of the proceeds to institutions serving social, cultural and educational purposes, in accordance with the decisions of the bodies appointed by the company.

## 8 **Term of Contract**

8.1. This contract shall be concluded for an indefinite period. It can be terminated by either party, in whole or in part, by registered letter or email with electronic signature, within a termination period of six months from the end of each calendar year. In case of termination by registered letter, the decisive factor is the date of posting if posted in Austria, and the date of receipt if posted abroad.

8.2. Premature termination of this contract shall be possible at any time for an important reason.

8.3. The authorisations of use already granted by VdFS at the time of termination of the Membership Contract shall not be effected.

## 9 **Legal Successor**

9.1. Provided it has not been otherwise agreed in writing, this rights management contract shall also apply to the complete legal successors (heirs) of the rights holder and any successor societies of the VdFS.

9.2. The legal successor of the rights holder is obligated to make copies of all documents available to the VdFS, which provide evidence of the legally valid succession (certificate of inheritance, official certificate of legacy, contract of endowment upon death, European certificate of succession, etc.). A confirmation of validity may be demanded if necessary.

## 10 **Information about the rights holder**

10.1. By signing this Collection Agreement, the rights holder confirms that he/she has been fully informed by VdFS of the content and scope of the granting of rights, before concluding this contract, and that he/she is

free to limit the granting of rights according to his/her wishes, also to individual rights and claims exercised by VdFS and/or to the choice of countries (territorial). VdFS may, however, reasonably take such limitations into account within the scope of grants from institutions serving social, cultural and educational purposes.

10.2. The rights holder hereby further confirms that he or she was informed as to any changes in the conditions of the rights management contract (point 3.8. of this contract) and as to the conditions for terminating the contract (point 8. of this contract) before concluding this contract.

10.3. Moreover, the rights holder hereby confirms that he or she has been informed as the administrative costs, the deductions from profits coming from the investment of income and the deductions in favour of institutions serving social, cultural and educational purposes as well as to the guidelines for allocations from these institutions (see the publications on the website of the VdFS).

10.4 The rights holder shall finally declare that he or she recognises the organisational provisions which apply to the VdFS.

## 11 **Governing law, place of performance and jurisdiction**

This contract is subject to Austrian law. The place of performance is Vienna. The court that has commercial jurisdiction in 1010 Vienna is competent for any possible disputes arising from this contract.

## 12 **Possible limitations of the scope of rights**

The granting of rights described above shall be unlimited with regard to content and territory (see point 2.2. of this rights Collection Agreement), so for all rights, participation and/or remuneration claims managed by VdFS, as well as globally, provided specific rights and/or territories in the following (see Appendix 1) are not expressly excluded.

Annex: VdFS License to operate

## VdFS LICENSE TO OPERATE

as amended by the decision of KommAustria, KOA 9.102/08-021 of 30 June 2008, the decision of the Supervisory Authority for Collecting Societies, AVW 9.119/13-003 of 18 April 2013, the decision of the Supervisory Authority for Collecting Societies, AVW 9.119/15-004 of 2 June 2015, the decision of the Supervisory Authority for Collecting Societies, AVW 9.119/16-013 of 11 May 2016, the decision of the Supervisory Authority for Collecting Societies, AVW 9.119/23-006 of 17 May 2023, and the decision of the Supervisory Authority for Collecting Societies, AVW 9.119/24-003 of 20 February 2024.

VdFS Verwertungsgesellschaft der Filmschaffenden Genossenschaft mbH is authorized to administer and assert the exclusive rights, remuneration rights and/or participation rights listed below, unless a film producer or a broadcaster is the entitled party.

### I. Works of film art and moving pictures

The license to operate applies to works of film art and moving pictures, including works of film art and/or moving pictures that have been omitted pursuant to Section 76b UrhG, with the exception of those that are to be regarded as works of fine art or constitute parts of works of fine art, namely for

#### 1. Remuneration and participation rights

- a) in the case of the rental or lending of works pursuant to Section 16a (2) and (5) UrhG;
- b) in the event of reproduction for own or private use on image- and/or sound-carriers (data carriers) pursuant to Sections 42, 42a and 42b (1) in conjunction with (2) no. 1 UrhG (blank storage media remuneration);
- c) in the case of reproduction, distribution, broadcasting and making available to the public as well as use for performances and presentations (communication to the public) pursuant to Section 18 UrhG to persons with disabilities by an authorized body for visually impaired and reading impaired persons pursuant to Section 42d (8) UrhG;
- d) in the case of reproduction, distribution, broadcasting, communication to the public pursuant to Section 18 (3) UrhG and making available to the public for the purposes of teaching or instruction by schools, universities and other educational institutions pursuant to Section 42g (4) UrhG;
- e) in the case of the use of image- or sound-carriers (data carriers) in publicly accessible facilities (libraries, image- or sound-carrier collections and the like) pursuant to Section 56b (1) sentence 2 UrhG;
- f) in the case of public performance or presentation for the purpose of teaching or instruction by schools and universities pursuant to Section 56c (2) UrhG;

- g) in the case of communication to the public in accommodation establishments pursuant to Section 56d (2) UrhG;
- h) with regard to participation rights in the event of a simultaneous, complete and unaltered retransmission pursuant to Section 38 (1a) UrhG;
- i) in the case of reproduction, broadcasting and making available to the public by cultural heritage institutions (within the meaning of Section 42 (7) UrhG) in relation to unavailable works pursuant to Section 56f (8) UrhG
- j) in the event of an extension of the term of protection under copyright and/or neighbouring rights law, including extensions of the term of protection already granted pursuant to Art VIII UrhG-Nov 1996 and/or Section 116 (6) in conjunction with (3) UrhG;
- k) in the case of participation in the remuneration of the producers of press publications pursuant to Section 76f (6) UrhG.

## 2. Exclusive exploitation rights

- a) in the event of reproduction and/or distribution on image- and/or sound-carriers (data carriers) pursuant to Sections 15 and 16 UrhG, namely
  - (i) in connection with a use otherwise permitted on the basis of a free use of the work (exception),
  - (ii) for the purpose of reproduction for own or private use by third parties, insofar as this is not covered by Section 42a UrhG,
  - (iii) for the purposes of broadcasting in accordance with §§ 17 ff UrhG, and
  - (iv) for the purpose of making available to the public in accordance with § 18a UrhG;
- b) for the case of broadcasting according to §§ 17ff UrhG;
- c) in the case of performance and presentation (communication to the public) pursuant to Section 18 UrhG, insofar as this is done with the aid of image- and/or sound-carriers (data carriers) produced for commercial purposes or with the aid of TV-broadcasts
- d) in the case of making available to the public pursuant to Section 18a UrhG, including making available to the public in school-, teaching- and educational-establishments;
- e) in the case of reproduction, distribution, broadcasting, communication to the public pursuant to Section 18 (3) UrhG and making available to the public of unavailable works within the meaning of Section 56f (4) UrhG by cultural heritage institutions for non-commercial purposes
  - (i) with regard to VdFS's own works (repertoire), unless the free use of works (exception) pursuant to Section 56f (1) UrhG is applicable,



- (ii) with regard to VdFS's own body of works (repertoire) and with regard to works whose rights holders have not granted these rights to VdFS via a rights administration agreement or an agreement with another collecting society (outsiders), if the requirements of Section 25a VerwGesG 2016 are met;
- f) in the event of the simultaneous, complete and unaltered retransmission of TV-broadcasts pursuant to Section 59a UrhG.

## **II Performances by performers in the audiovisual field**

The license to operate within the scope of item I. also applies to the rights of performers who participate in works of film art and/or moving pictures and who perform or stage spoken works or choreographic and/or pantomime works in connection with works of sound art (music) or without such works, insofar as they are entitled to exclusive rights, participation rights and/or remuneration rights that correspond to those of authors.

The following are exempt from the license to operate pursuant to point II

- a) recorded and/or broadcast theatre- or concert-performances and
- b) Music videos, i.e. film works and/or moving pictures with a playing time of less than 10 minutes, in which musical works with and without lyrics and their performance (recital) by performing artists are presented on film, provided that the performance has appeared or is intended to appear on recordings produced for commercial purposes.

## **III Supplementary rights and claims**

VdFS Verwertungsgesellschaft der Filmschaffenden Genossenschaft mbH is also authorized to the administration and enforcement of

- a) all further rights, including copyrights and moral rights in the area covered by points I and II, but limited to the case of infringement;
- b) all further rights, participation and/or remuneration rights in the area covered by points I. and II. on behalf of foreign collecting societies with a similar business purpose;
- c) the collection of rights, participation- and/or remuneration rights in the area covered by items I. and II. on behalf of and in the interest of other domestic collecting societies in their own name or in the name of third parties;
- d) independent information- and accounting-rights pursuant to Sections 87a and 87b.

## **IV. Amendment of the Copyright Act**

In the event of amendments to the UrhG, this license to operate includes the amended or supplemented provisions corresponding to the above-mentioned provisions.

Master data sheet

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Surname of filmmaker First name

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Stage name(s)

Activities of the filmmaker:

- direction       camera       film editing       costume design       stage design  
 acting       speaking

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Date of birth

Nationality

In case the film-maker is deceased:

Date of death:.....

Legal successor: .....

Please provide copy of proof of inheritance (certificate of inheritance pursuant to 9.2. of this contract)! In the case that the filmmaker is deceased, all following information shall refer to the legal successor.

resident

non-resident

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Please provide details of memberships with other collecting societies

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Postal address

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Telephon

Fax

Email

VAT ID number: ATU

Tax rate:

- 0%       13%       20%

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Bank, address

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IBAN

BIC/SWIFT

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Place, Date

Signature

## APPENDIX 1

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First and last name(s)

Possible **Limitations**  
on the transfer of  
rights to VdFS

### 1. Possible limitations on the granting of rights of content

The rights holder hereby limits the scope of the granting of rights (point 3 of this Collecting Agreement) according to the content of the following rights (and/or remuneration and participation claims) (please tick if applicable):

- Reproduction and distribution, including rental and leasing of work pieces (Sections 15, 16 and 16a UrhG (Austrian Copyright Act))
- Broadcast (Sections 17, 17b and Section 59a UrhG (Austrian Copyright Act))
- Public performance and presentation (public reproduction) using a radio broadcast or an audiovisual and/or sound storage medium (Section 18 (2) and (3) UrhG (Austrian Copyright Act))
- Making publicly available (Section 18a of the UrhG (Austrian Copyright Act))
- Reproduction for personal or private use (storage media remuneration, Section 42b UrhG (Austrian Copyright Act))
- Use in libraries (Section 56b UrhG (Austrian Copyright Act))
- Public reproduction and making publicly available in or for lessons and teaching (Sections 42g and 56c UrhG (Austrian Copyright Act))
- Public reproduction in tourist accommodation establishments (Section 56d UrhG (Austrian Copyright Act))
- Use for people with disabilities (Section 42d UrhG (Austrian Copyright Act))
- In the case of an extension of the term of protection

### 2. Possible limitations on the granting of territorial rights

The rights holder hereby limits the granting of rights described above (point 3 of this rights management contract) based on territory and excludes the following countries (please list countries if applicable):

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Place, Date

Signature

## APPENDIX 2

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First and last name(s)

Possible **Mandate** of  
VdFS

### **Orphan works**

“Orphan works” describe works whose right holders are unknown or non detectable. The Austrian Copyright Act allows privileged institutions under certain premises the use of those works and provides for the case, that the identity and/or the whereabouts of the right owner get known belated, a claim for adequate remuneration for the previous use.

- Hereby I mandate to VdFS to claim for adequate remuneration for the use of **orphan works** in terms of Section 56 e UrhG (Austrian Copyright Act)

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Place, Date

Signature