

Društvo KOPRIVA, k.o.  
Kolodvorska ulica 7  
1000 Ljubljana  
Davčna številka: SI88408272  
Matična številka: 4094484000  
ki ga zastopa poslovodja Nikola Sekulović  
(v nadaljevanju besedila: KOPRIVA)

in

Firma zavezanca:

Sedež:

Davčna številka:

Matična številka:

ki ga zastopa:

(v nadaljnjem besedilu: zavezanec)

dogovorita in skleneta naslednjo

#### POGODBO

za ureditev razmerja med strankama v skladu s pravicami in z obveznostmi, kot so določene s Skupnim sporazumom za določitev višine nadomestil za tonsko in/ali vizualno snemanje, ki se izvrši pod pogoji privatne ali druge lastne uporabe (v nadaljevanju: pogodba)

#### 1. člen

Pogodbeni stranki uvodoma kot nesporno ugotavljata:

- da sta Društvo KOPRIVA, k.o., in Trgovinska zbornica Slovenije dne 23.1.2020 podpisali SKUPNI SPORAZUM za določitev višine nadomestil za tonsko in/ali vizualno snemanje, ki se izvrši pod pogoji privatne ali druge lastne uporabe, objavljen v Uradnem listu RS št. 04/2020 (v nadaljevanju besedila: Skupni sporazum) in je priloga k tej pogodbi;
- da je predmet te pogodbe ureditev razmerja med strankama v skladu s pravicami in z obveznostmi, kot so določene s Skupnim sporazumom;

#### 2. člen

Zavezanec s podpisom te pogodbe izjavlja, da je v celoti seznanjen z določili Skupnega sporazuma in določila Skupnega sporazuma v celoti razume.

#### 3. člen

Zavezanec bo KOPRIVI podatke za odmero nadomestila posredoval in nadomestilo plačeval (ustrezno obkroži):

- mesečno  
 polletno

Zavezanec je dolžan KOPRIVI pisno posredovati podatke najkasneje 25. dan po izteku polletja oz. najkasneje 25. dan po izteku posameznega meseca, če je med KOPRIVO in zavezancem dogovorjeno mesečno poročanje/posredovanje podatkov.

Društvo KOPRIVA, k.o.  
Kolodvorska ulica 7  
1000 Ljubljana,  
Tax number: SI88408272  
Company registration number: 4094484000  
represented by general manager Nikola Sekulović  
(hereinafter referred to as KOPRIVA)

and

Company name of the person liable:

Registered office:

Tax number:

Company registration number:

Represented by:

(hereinafter referred to as the person liable)

agree on and enter into the following

#### CONTRACT<sup>1</sup>

for regulating the relationship between the parties following the rights and obligations, as specified by the Joint agreement for determining the amount of compensation fee for the sound and/or visual recording to be performed under the requirements of private or other own use (hereinafter referred to as the contract)

#### Article 1

The contracting parties initially indisputably ascertain:

- That, on 23 January 2020, Društvo KOPRIVA, k.o. and the Slovenian Chamber of Commerce signed a JOINT AGREEMENT for determining the amount of compensation fee for sound and/or visual recording to be performed under the requirements of private or other own use, published in the Official Gazette of the Republic of Slovenia, no. 04/2020 (hereinafter referred to as the Joint Agreement) and annexed to this contract;
- That the subject of this contract is to regulate the relationships between the parties following the rights and obligations, as specified by the Joint Agreement;

#### Article 2

By signing this contract, the person liable declares that it is fully aware of the provisions of the Joint Agreement and fully understands the provisions of the Joint Agreement.

#### Article 3

The person liable shall provide KOPRIVA with the information for levying the compensation fee and shall be paying the compensation fee (encircle accordingly):

- a) Monthly  
b) Semi-annually

The person liable shall be obliged to provide KOPRIVA with the information in writing no later than the 25<sup>th</sup> day after the end of the half-year or no later than 25<sup>th</sup> day after the end of a single month if monthly reporting/provision of information has been agreed between KOPRIVA and the person liable.

<sup>1</sup> The Slovenian version of this Contract is the only official version. The English version of this Contract is unofficial. In case of any disputes or different interpretations, the Slovenian version applies.

Kopriva odmeri višino nadomestila in znižanja nadomestila (popust) zavezancu na podlagi prejetih podatkov in v skladu s Skupnim sporazumom.

#### 4. člen

Zavezanec bo KOPRIVO takoj obvestil o vseh spremembah, ki vplivajo na višino nadomestila.

#### 5. člen

KOPRIVA lahko preverja pravilnost podatkov, ki predstavljajo osnovo za odmero nadomestila v skladu s predpisi in to pogodbo.

V kolikor zavezanec uveljavlja znižanje nadomestila v skladu s točko b) 7. člena Skupnega sporazuma, zavezanec to naredi s podpisom izjave v nadaljevanju:

**Zavezanec izjavlja:**

**Izjava 1:**

- da je vključen v statistiko blagovne menjave pri SURS in mora obvezno poročati o odpremi in prejemu blaga v okviru Intrastat in/ali Ekstrastat in
- da KOPRIVI zagotovi podatke oziroma daje vsa potrebna pooblastila za pridobitev podatkov posredovanih na Intrastat in Ekstrastat, ki so potrebni za odmero nadomestila v skladu s Skupnim sporazumom.

Podpis zavezanca: \_\_\_\_\_

**Izjava 2:**

- da sme KOPRIVA na svoje stroške pri zavezancu preveriti podatke, posredovane za odmero nadomestila, in pri zavezancu naročiti revizijo podatkov, posredovanih v skladu s Skupnim sporazumom oz. to pogodbo, zavezanec pa izvajanje takšne revizije dopusti in omogoči. Revizijo opravi revizor z veljavnim dovoljenjem Slovenskega inštituta za revizijo za opravljanje nalog pooblaščenega revizorja, in sicer tako na podlagi podatkov, ki so bili posredovani KOPRIVI in predstavljajo osnovo za obračun nadomestila po Skupnem sporazumu, kot tudi z upoštevanjem drugih razpoložljivih podatkov, ki jih revizor pridobi bodisi od KOPRIVE ali z njene strani pooblaščenega izvajalca, bodisi od zavezanca ali od njega pooblaščenih oseb, bodisi od javno dostopnih podatkov tretjih oseb. Zavezanec mora povrniti KOPRIVI vse potrebne stroške, povezane z revizijo, če odstopanje v višini nadomestila doseže vsaj 4 odstotke dolžnega zneska nadomestila.

Podpis zavezanca: \_\_\_\_\_

#### 6. člen

Nadomestilo bo zavezanec plačeval na podlagi izstavljenega računa z valuto \_\_\_\_\_ dni (največ 30 dni). V primeru zamude plačila računa je zavezanec dolžan plačati tudi zakonske zamudne obresti.

V primeru zamude plačila bo KOPRIVA poslala zavezancu opomin. V kolikor bo zavezanec v zamudi s plačilom nadomestila za posamezno obračunsko obdobje za več kot 60 dni oz. bo zavezanec kršil druge obveznosti iz Skupnega sporazuma in/ali iz

KOPRIVA shall levy the amount of the compensation fee and the reduction of the compensation fee (discount) on the person liable based on information received and under the Joint Agreement.

#### Article 4

The person liable shall immediately inform KOPRIVA of any changes that may affect the amount of the compensation fee.

#### Article 5

KOPRIVA may verify the correctness of the information that constitutes the base for levying the compensation fee according to the regulations and this contract.

If the person liable should invoke the reduction of the compensation fee under Article 7, item b) of the Joint Agreement, the person liable shall do so by signing a statement below:

**The person liable hereby declares:**

**Statement 1:**

- To be included in the statistics on the trade of goods at the Statistical Office of the Republic of Slovenia, and is obliged to report on shipment and receipt of goods as part of Intrastat and/or Extrastat, and
- To give KOPRIVA information or all the necessary authorisations to obtain the information from Intrastat and Extrastat regarding import and export of products subject to levying the compensation fee according to the Joint Agreement.

Signature of the person liable: \_\_\_\_\_

**Statement 2:**

- That KOPRIVA is allowed, at its own expense, to verify the information provided for levying the compensation fee with the person liable, and to order an audit of information provided under the Joint Agreement or this contract from the person liable, and the person liable shall allow and enable the implementation of such audit. The audit shall be performed by an auditor holding a valid license of the Slovenian Institute of Auditors for performing the tasks of a certified auditor, namely based on the information provided to KOPRIVA and representing the basis for calculating the compensation fee according to the Joint Agreement, as well as taking into account other available data which the auditor obtains either from KOPRIVA or its authorised contractor, or the person liable or its authorised persons, or publicly available information of third parties. The person liable is to reimburse KOPRIVA for all the necessary costs related to the audit if the discrepancy in the compensation fee amounts to at least 4% of the amount of compensation fee due.

Signature of the person liable: \_\_\_\_\_

#### Article 6

The person liable shall pay the compensation fee based on the invoice issued with a value date of \_\_\_\_\_ days (maximum of 30 days). In case of late payment of the invoice, the person liable shall also be obliged to pay statutory default interest.

KOPRIVA shall send a reminder to the person liable in the event of late payment. If the person liable is in delay with the payment of compensation fee for an individual accounting period for more than 60 days or the person liable should be in breach of other

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te pogodbe, lahko KOPRIVA od te pogodbe odstopi, pri čemer zavezanec s tem prenehajo vse ugodnosti (znižanja nadomestila), ki jih je pridobil na podlagi Skupnega sporazuma in s sklenitvijo te pogodbe.

#### 7. člen

Pogodba je veljavno sklenjena z dnem podpisa obeh strank, uporablja pa se za obdobje od vključno meseca julija 2019 dalje, kar bo KOPRIVA upoštevala v prvem izdanem računu po podpisu te pogodbe.

#### 8. člen

Za razmerja med strankama, ki niso urejena s to pogodbo, se uporabljajo določila Skupnega sporazuma.

V primeru sklenitve novega Skupnega sporazuma ali v primeru pravomočne določitve nove tarife z odločbo Sveta za avtorsko pravo ali v primeru določitve nove tarife na drug z zakonom določen način, ta pogodba preneha veljati. Pogodba preneha veljati z dnem, ko se začne uporabljati nov Skupni sporazum ali Odločba Sveta za avtorsko pravo ali nova tarifa določena z zakonom.

#### 9. člen

Pogodba je sestavljena v dveh enakih izvodih, od katerih prejme vsaka stranka po en izvod. Spremembe in dopolnitve pogodbe so veljavne le v pisni obliki. Za reševanje morebitnih sporov je pristojno sodišče v Ljubljani.

Za Društvo KOPRIVA, k.o.: Nikola Sekulović

V Ljubljani, dne \_\_\_\_\_

Za zavezanca: \_\_\_\_\_

V \_\_\_\_\_, dne \_\_\_\_\_

obligations arising from the Joint Agreement and/or this contract, KOPRIVA may withdraw from this contract, thereby terminating all the benefits (compensation fee reductions) that the person liable obtained based on the Joint Agreement and by concluding this contract.

#### Article 7

The contract validly concluded on the date of signing of both parties and is applicable for the period from and including July 2019 onwards, which shall be taken into account by KOPRIVA in its first invoice issued after the signing of this contract.

#### Article 8

For relationships between the parties that are not regulated by this contract, the provisions of the Joint Agreement shall apply.

In case of conclusion of a new Joint Agreement, or in case of a final determination of a new tariff by a decision of the Copyright Board, or in case of determining a new tariff in another manner prescribed by law, this contract shall cease to be valid. The contract shall cease to be valid as of the date when the new Joint Agreement, or the Decision of the Copyright Board, or the new tariff set by law, takes effect.

#### Article 9

The contract is drawn up in two identical copies, of which each party receives one copy. Amendments and supplements to the contract are valid in written form only. The court in Ljubljana shall be competent for any dispute settlement.

For Društvo KOPRIVA, k.o. Nikola Sekulović

In Ljubljana, on \_\_\_\_\_

For the person liable: \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_