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European Actors Cheated Out of Streaming Millions, Study Finds

Nine in ten performers work under "buy-out" contracts, leaving them with no share of Netflix and streaming revenues despite EU directive designed to protect them, according to a new AERO-ARTIS report.

Europe's professional actors are being systematically shut out of the streaming economy, receiving one-time payments for performances that may later generate millions on platforms such as Netflix and Amazon, according to the most extensive study of its kind since landmark EU copyright legislation came into force.

The report, published this month by [AEPO-ARTIS](#), the Association of European Performers Organisations, surveyed 2,382 professional actors across eleven EU member states between 10 November and 10 December 2025. Its findings present a damning verdict on the real-world impact of the [EU Copyright in the Digital Single Market \(CDSM\) Directive \(EU\) 2019/790](#), passed in 2019 with the explicit aim of delivering "fair remuneration" to performers. The conclusion: five years on, the law has failed almost entirely.

Lump Sums Rule, Despite the Law Saying Otherwise

The CDSM Directive's recital 73 states explicitly that a one-time lump sum payment "should not be the rule" when remunerating actors for the transfer of their rights. A lump sum – also known in the industry as a "buy-out" – is a single upfront payment after which the actor has no further claim to revenues, however successful the production becomes. Once signed, the producer, broadcaster or streaming platform owns all rights to the performance permanently.

The survey found that reality is the precise opposite of what the directive demands. Only 19% of actors surveyed said they had ever, on even one occasion, worked under a contract entitling them to ongoing royalty payments — known as "residuals" —

directly from producers, broadcasters or streaming platforms. The remaining 81 per cent have only ever been paid by lump sum.

Actors were in no doubt about what this means in practice. When asked whether lump sum payments constitute a fair way of sharing streaming revenues, 93% said no. A further 81% stated that the lump sum they had received did not fairly remunerate them for their contribution to the production.

The actors' own words, gathered through an open comments section in which more than 350 respondents chose to write, capture the frustration behind the statistics.

"It is manifestly unjust that we are paid for a job and that, because of its numerous repeats—and now with the internet and streaming, it is 'blatant'—we are not paid for those transmissions." — Actor, Portugal

"In the past 25 years I have encountered royalty contracts only once. And that concerned only cinema visitor numbers. Otherwise, no one offers this, and as an actor/co-creator, you never see anything from it." — Actor, Netherlands

The Protections on Paper

Chapter 3 of the CDSM Directive — entitled "Fair remuneration in exploitation contracts of authors and performers" — introduced five articles intended to remedy the power imbalance between actors and producers. Its central provision, Article 18, obliges EU member states to introduce a mechanism ensuring performers receive "appropriate and proportionate remuneration". Articles 19 to 22 were designed to improve the contractual relationship itself:

Article 19 requires producers to provide actors with transparent information about the commercial exploitation of their performances at least once a year.

Article 20 creates a contract adjustment mechanism allowing performers to claim additional remuneration if the original payment proves disproportionately low relative to subsequent revenues.

Article 21 mandates access to alternative dispute resolution (ADR) procedures for performers in conflict with producers.

Article 22 grants a right of revocation, allowing performers to reclaim their rights if their work is not being exploited.

The survey assessed the impact of all five articles. The results were stark.

The Provisions That Nobody Uses

Of the actors who had worked under royalty contracts and therefore had an ongoing relationship with a producer or broadcaster — the only group for whom Articles 19 to 22 were primarily designed — uptake of the new legal protections was negligible.

Under Article 19, only 12 per cent of eligible actors reported receiving the annual transparency information that producers are legally required to provide proactively, without being asked.

Under Article 20, only 6 per cent of those actors had ever attempted to claim additional remuneration.

Under Article 21, of those actors who had been involved in a dispute with their producer, only 11% had used the alternative dispute resolution procedure.

Article 22 was, in the words of the report, "(almost) never used".

Among actors working under lump-sum contracts — the vast majority — engagement was even lower. Only 8 per cent had ever requested transparency information from a producer, and only 8 per cent had attempted to claim additional remuneration.

The Blacklist Nobody Talks About

The report identifies the mechanism behind these statistics: blacklisting.

Although actors were not asked a specific question about blacklisting, it emerged as the single most common theme in the open comments section – raised spontaneously by respondents across every country surveyed. The finding, described by the report as "conclusive and determinative", is that actors are unwilling to exercise any of the rights granted to them because they fear losing future work. One respondent went further, stating that "fear" was the wrong word: blacklisting is an inevitability, not a possibility. A vast number of actors chose to comment on blacklisting with examples such as the following:

"In all cases, at the moment of hiring we are practically coerced into accepting the conditions imposed by the producer, under penalty of, if we do not accept, losing the work."

"Even asking a question about the content of the contract, or disagreeing with some part, or perhaps asking for a slightly higher payment quickly means that this producer will no longer give you work in the future." — Actor, Slovenia

"I would never enter into conflict with a broadcaster or a company. There are lists. Then you are no longer booked. Especially in the voice-over sector." — Actor, Germany

The survey recorded real consequences for those who did try to exercise their rights. One German actor reported being reassigned twice by Disney as a disciplinary measure after seeking additional remuneration. A Slovak actor described being removed from a production after requesting a share of licensing revenues.

This is not the first time the CDSM Directive's Chapter 3 has been found wanting. A separate study by the [International Artists Organisation](#) reached similar conclusions for musicians—a sector where royalty contracts are, by contrast, far more common. Even featured recording artists, who typically do have ongoing contractual relationships with record labels, were found to benefit little from Articles 19 to 22. The report is intended as a contribution to that evidence base – and its message to policymakers is unambiguous.

What Needs to Change

AEPO-ARTIS argues that the only provision capable of genuinely benefiting actors is Article 18, but only if implemented with substance. A verbatim transposition of the directive's text — which is what most member states have done — adds nothing for actors. "The CDSM Directive recognised the problem, but this report shows that its contractual provisions have not worked for actors in practice and never will. A right that depends on an individual actor challenging a producer is worthless when the consequence may be the loss of future work. Actors need an unwaivable remuneration right that operates collectively and outside the individual contract," said Ioan Kaes, General Secretary of AEPO-ARTIS in a written statement.

The report calls for a specific mechanism that:

- Operates outside the contractual relationship between actor and producer entirely;
- Does not require the actor to initiate any action against their employer; and

- Cannot be waived or negated by any contract.

The solution proposed is an unwaivable right to equitable remuneration for on-demand streaming, subject to compulsory collective management, with payment collected from streaming platforms by collective management organisations (CMOs) on actors' behalf — not from individual actors pursuing claims against individual producers. Under such a system, the actor would receive their share automatically, with no requirement to raise the issue with the producer and no risk of blacklisting.

The report notes that this does not require new EU legislation. Several member states — Belgium, Italy, Poland, Slovenia and Spain — have already introduced such a right either prior to or as part of their transposition of the directive. The Netherlands is in the final stages of negotiations towards a comparable arrangement. The report calls on all remaining member states to follow suit.

You can download the report [here](#)