

Registration documents webcasting

Dear Madam or Sir,

if you wish to register a **commercial** webcasting service, we kindly ask you to use the following registration documents. The registration documents consist of a registration form and a webcasting agreement. This document also contains the webcasting tariff and the operating conditions (Annex 1 and 2 of the webcasting agreement).

Registration checklist:

- | | |
|---|------------------------------|
| Copy of your ID card/passport? | <input type="checkbox"/> YES |
| Excerpt from the companies' register | <input type="checkbox"/> YES |
| Have you answered all questions of the registration form? | <input type="checkbox"/> YES |
| Have you signed the registration form? | <input type="checkbox"/> YES |
| Have you printed the agreement <u>in duplicate</u> , completed and signed it (last page)? | <input type="checkbox"/> YES |

Please note that GVL can only process registration documents that were filled in completely and duly signed.

Please post the registration documents to the following address:

Gesellschaft zur Verwertung von
Leistungsschutzrechten mbH (GVL)

Podbielskiallee 64
D-14195 Berlin

or send them via fax to: **+49 30 48483-700**

If you wish to inform us of any **amendments** to an existing agreement, please use our **amendment form**.

If you have any queries concerning the registration process, please direct them to webradio@gvl.de or take advantage of our telephone support (Mon-Fri 10.00 - 12.00) Tel. +49 30 48483-646.

**Registration documents
Commercial webcasting
First-time registration**Please return to:

Gesellschaft zur Verwertung von
Leistungsschutzrechten mbH (GVL)

David Abraham

Podbielskiallee 64
D-14195 Berlin

Phone: +49 30 48483-646

Fax: +49 30 48483-700

E-Mail: webradio@gvl.de

Your details:

Operator/webcaster:
(if different from the contact person)

Tax number:

Court of registration:

Company registration number:

Contact person:

DOB:

Street, house or apartment no.:

Postcode / town:

Phone:

Fax:

E-mail:

Special remarks: _____

1. Do you offer a pure streaming service that is not started by the user and not intended for storage but transmitted simultaneously to several users (without the option for users to have any interactive influence)?

NO YES  **pls. continue with Q. 2**

▪ Which usage types do you wish to licence?

interactive usage personalised usage mobile usage

▪ Do you operate these usage types in line with the webcasting operating conditions ? (The operating conditions can be found at www.gvl.de, section rights users/web radio.)

NO*) YES

▪ Is this an on-demand service - with or without download/storage options?

NO YES*)

*) in that case, please contact the BVMI, Federal Association of the Music Industry (registered association), Reinhardtstraße 29, D-10117 Berlin, (www.musikindustrie.de), Phone: +49 30 5900-380, Fax: +49 30 5900-3838, E-mail: info@musikindustrie.de. They can connect you with the relevant producers for licensing purposes.

2. Does your service also include internet TV? NO YES*)

▪ If yes, do you transmit music video clips? NO YES*)

*) in that case, please contact the BVMI, Federal Association of the Music Industry (registered association), Reinhardtstraße 29, D-10117 Berlin, (www.musikindustrie.de), Phone: +49 30 5900-380, Fax: +49 30 5900-3838, E-mail: info@musikindustrie.de. They can connect you with the relevant producers for licensing purposes.

3. Planned / effective*) service start: / / 201...

*) please delete as appropriate

4. Name and URL of your web radio? <http://>.....

5. Please indicate the intended and/or actually applied maximum transmission quality of your webcasting service in kbit/s:

..... kbps

6. Do you allow third parties to transmit your webcasting service via their own website (relaying)?

NO YES

If yes, please provide the website addresses of such third parties:

<http://.....>

.....

7. Do you list your webcasting services with an aggregator? NO YES

(Aggregators are national or international service partners offering access to or information on webcast services via their website, e.g. www.shoutcast.com, www.flatcast.de.)

If yes, which aggregator/s do you use? <http://.....>

.....

8. Do you offer several specialty channels? NO YES

If yes, how many?

.....

9. How many planned/actual hours per day/days per week/weeks per annum of transmission?

24 hours/365 days

or: ... hours/day; ... days/week; Weeks/year

10. What is the percentage of music from sound recordings in your programme?

up to 60 %

61 to 80 %

81 to 100 %

11. What kind of income do you generate (advertising revenue/sponsors' contributions etc.)?

advertising in the programme

advertising placements on the homepage

other:

Other income:

subscription fees

income from sponsorship

other income/please specify:

12. How high are the projected proceeds/costs for your webcast service per annum?

Proceeds: € in 201....

Costs: € in 201....

13. Do you **intend** to attract an audience abroad? NO YES

14. Do you wish to obtain a licence for the distribution in Germany only (service requests from abroad fall below 2% of all service requests/*minimum threshold level*) or for multi-territory rights also?

- licence for distribution in Germany only NO YES
- multi-territory rights licence NO YES

If yes, for

up to 10 countries up to 50 countries up to 100 countries more than 100 countries

15. How many people per average programme hour listening simultaneously do you have/do you intend to have?

..... listeners

16. How many titles for webcasting distribution purposes do you store on your programme server on average per annum?

..... titles

17. Calculation of licence fees shall be based on titles or minutes

(this information can be omitted in the case of first-time registrations)

.....

 Place Date Signature (in the case of minors, their legal representative)



AGREEMENT
for „Webcasting“
Commercial Providers
– Sound recordings –

GVL-customer no. WC-_____

between

Gesellschaft zur Verwertung von Leistungsschutzrechten mbH (GVL),
at Podbielskiallee 64, 14195 Berlin, Germany,
represented by its Managing Directors Dr. Tilo Gerlach and Guido Evers,

– hereinafter referred to as “GVL” –

and

– hereinafter referred to as the “contracting party” –

Whereas

The contracting party intends to run an internet-based webcast service;

This service shall be designed for users in Germany;

Neither the design of its contents, nor the language versions available shall be specifically designed for foreign users;

No more than 2% of all service requests shall therefore be made from abroad.

This licence agreement is limited to the parameters set out above. Any additional rights for service requests from abroad must be obtained from GVL and/or its foreign sister societies to their respective terms and conditions;

The contracting party shall be obliged to inform GVL once the following quarter has lapsed should more than 2% of the service requests be made from abroad during a quarter.

Article 1

GVL administers rights and claims arising from copyright law for performing artists and sound recording producers in internet transmissions of commercially published sound recordings within the scope of so-called webcasting vis-à-vis the contracting party. Webcasting in the sense of this agreement shall be the non-interactive or modified non-interactive transmission of sound recordings for non-permanent storage via generally accessible sites on the internet (world wide web) or generally accessible mobile networks on one or more channels, during which the criteria in Annex 1 of this agreement must be fulfilled, if the main purpose of the service is not to sell, advertise or otherwise support certain products or services (with the exception of those relating to sound recordings, live concerts or other music-related events). Furthermore, GVL also administers rights for the use of commercially published sound recordings in digital multi-channel services, without prejudice to the legal categorisation of such services.

GVL shall also grant the contracting party a non-exclusive licence above and beyond section 55 of the German Copyright Act (UrhG) for copies of sound recordings made by the contracting party or third parties for usages mentioned in paragraph 1.

The use of commercially published sound recordings in advertisements shall not be subject matter of this contract.

Article 2

The licence granted under Article 1 shall only be valid in line with the terms of use ("operating conditions") as per Annex 1, which shall form a substantial part of this agreement and must be adhered to by the contracting party.

Without prejudice to other provisions, the contracting party shall be entitled to provide data feeds and offer services exceeding the terms of use, as long as the required rights for providing such services have been obtained from third parties.

Article 3

Upon request, GVL shall provide the contracting party with information on all trading names ("labels") under which the companies that have entered into a rights administration agreement with GVL publicly release and distribute sound recordings in Germany. The criterion for the existence of rights administered by GVL

in each case shall be the directory of companies and labels published by GVL. All sound recordings published in the past and to be published in the future on these labels including the performances recorded onto them shall be subject to the provisions of this agreement, unless individual companies have not transferred the administration of rights for certain uses to GVL with respect to all or some of its labels.

The existence and scope of the rights administered by GVL can be accessed online via <http://labelcode.gvl.de/>.

Without prejudice to other provisions in this agreement, the contracting party shall be entitled to provide data feeds and offer services exceeding the scope of rights administered by GVL, as long as the required rights for providing such services have been obtained from third parties.

Article 4

The licence granted under Article 1 shall only comprise the rights of the performing artists and record producers that GVL is entitled to collect.

GVL shall indemnify the contracting party from all third party claims of a neighbouring rights nature from usages subject to this agreement. The indemnification shall also apply for service requests from countries for which GVL has a reciprocal agreement covering webcasting with the respective rights administration society, as long as they are not in excess of 2% of all requests. A list of the respective countries can be accessed via <https://www.gvl.de/en/rights-users/web-radio/list-countries-web-radio>.

Moral rights pursuant to s. 83 German Copyright Act (UrhG) shall remain unaffected.

Article 5

The licence granted under Article 1 shall be restricted to usage in line with the terms and conditions set out in the registration sheet and licence fee parameters. This licence shall only apply for usages on the specified website. GVL must be notified of any changes to the licence fee parameters without delay and in writing. In cases where the licence fee is adjusted by GVL (Article 8), the amended parameters shall be incorporated in the agreement. In cases where the contracting party has failed to inform GVL accordingly, GVL shall reserve the right to claim damages.

In cases where the contracting party grants third parties a licence to take over its programme, a separate licence from GVL shall be required. In such cases, the contracting party shall deliver to GVL the necessary information in the form of a completed registration form without delay.

Article 6

The contracting party shall be obliged to provide GVL with information on the total transmission time of the programme, the used sound recordings listed by label code number or company (label) name, catalogue number or EAN, title and performing artist. Furthermore, the contracting party must indicate time and duration of the transmission, as well as the number of service requests from target countries outside of Germany, as long as this information is identifiable based on the IP address. The information that the contracting party needs to gather and report must be merged into a programme report and be sent to GVL electronically. If GVL offers a suitable interface for such reports, the contracting party must use such an interface. The contracting party shall also inform GVL of the number of titles stored for transmission.

Reports must be supplied by the contracting party within a three month deadline, but always by the end of each quarter. Should the contracting party not be in a position to provide the reports due to verifiable circumstances within the deadline, GVL may exempt the contracting party from the deadline for a limited term.

As far as the programme logs to be supplied by the contracting party to GEMA contain the above mentioned details, copies of the GEMA reports may be sent to GVL. GVL shall be entitled to have the correctness of the programme reports verified by a sworn auditor. The contracting party shall bear the costs of the audit in cases where the audit results in a difference of more than 10% in total.

Article 7

The contracting party shall pay GVL a fee at the level of the tariff for commercial webcasting services in effect for the exploitation rights granted. The current tariff in effect is attached as Annex 2.

The reports in line with Articles 6 and 8 shall form the basis for the calculation of the fee.

All amounts shall be increased by the statutory Value-Added Tax (currently 7%). In cases where the contracting party is a member of a professional association of music users with whom GVL has entered into a general agreement, the fees shall be reduced by 20%.

Should the conditions for commercial webcasting not apply, this agreement shall be replaced by the agreement for non-commercial webcasting service providers. The conversion of the agreement shall only be possible at the end of a quarter.

Article 8

The contracting party shall be obliged to inform GVL of all relevant parameters for the calculation of the licence fees. In cases where this is only possible using disproportionate efforts at the time of the licence fee calculation, the contracting party shall provide GVL with an estimate. The duty to pay the fee shall commence with the launch of the webcasting activities. Upon the launch of the webcasting activities, the estimated annual fee shall be set by both parties jointly, considering the projected values presented by the contracting party and licence fee parameters. The contracting party shall make a payment on account at the end of each calendar year quarter amounting to a quarter of the estimated annual fee so long as the licence fee parameters remain unchanged. In cases where changes to the projected values used as a basis for the licence fee parameters are indicated in line with Article 5, GVL shall initiate a new calculation of the licence fee as well as an adjustment of the payment on account which shall become valid with a quarter in a calendar year following the point in time when the information about the change was provided. This newly calculated payment on account shall remain unchanged until a new notice of a change in circumstances triggers a recalculation. GVL may also ask the contracting party to make payments on account on a monthly basis instead of quarterly payments. These monthly payments shall be due at the end of the month and amounting to a third of the quarterly payment on account. All payments on account shall become due without the need for GVL to issue a separate invoice.

In cases where the contracting party has not made a payment on grounds for which it is responsible, GVL shall be entitled to charge interest for late payments of 8% on top of the base rate in force and to invoice any further additional costs.

After closure of each calendar year – but by 30th March of the following year at the latest – the contracting party shall declare the following: total revenues, total costs, number of webcast channels provided and (if

this is relevant for the calculation of the licence fee) actual broadcast time of its programme in minutes, and/or the number of actual titles used, plus the average audience for the programmes on offer and the number of titles stored for the transmission; information on the programme shall only be supplied if it has not already been provided via the report in line with Article 6. A certification by an auditor shall suffice to establish prima facie evidence. Based on this information, GVL will issue a final invoice for the calendar year. In cases where payments on account made during the previous year are subject to corrections, the difference shall be offset against the payment for the second quarter. Should the contracting party not provide such a certification, it shall be deemed as agreed that the payments on account made are to be considered definite and that the calculation for the following year will be made on the basis of the projected data as available, except in cases where GVL insists on receiving such a certification.

In cases where GVL presents a substantiated challenge to the licence fee parameters indicated by the contracting party, the contracting parties shall endeavour to find a mutually acceptable solution. GVL shall be entitled to have the accurateness of these parameters checked by a sworn auditor. The contracting party shall bear the costs of the audit in cases where the audit results in a total difference of more than 10%.

Article 9

This agreement shall be in force for an unlimited period. Three months' prior notice may be given to terminate this agreement on 31st December of each year. The contracting party shall have the right to terminate this agreement in exceptional cases where he ceases to provide the webcasting service. This extraordinary termination shall enter into force at the end of each quarter and be subject to a 6-week notice period.

Should GVL publish a new tariff during the period of this agreement leading to an increase of the previously agreed licence fees for the contracting party, the contracting party shall have the right to terminate this agreement extraordinarily. The notice must be given within a period of 4 weeks after the respective information issued by GVL about the tariff change has been received. The 5th calendar day after the dispatch of such a notification by GVL shall be assumed to be the point in time where the delivery has been made. The termination shall come into effect at the end of the quarter which follows the notice being delivered to GVL. Until the termination enters into effect, the previous tariff shall continue to be in force.

Article 10

The contracting parties shall endeavour to settle any disputes relating to the application or interpretation of this agreement amicably in the first instance. This agreement is subject to the laws of the Federal Republic of Germany. Court of jurisdiction and place of fulfilment is Berlin.

Article 11

If the licence fee is to be calculated in line with Article 7 on a per "request" basis (pursuant to the tariff in force in case of turnover or costs of over EUR 500,000), the contracting party shall choose the basis for calculation to be

- titles or
- minutes

The contracting party may change the calculation basis/mode each year by informing GVL in writing before the end of the first quarter. In cases where the contracting party has not chosen the calculation basis, the default calculation shall be based on minutes. Licence fees based on titles require respective reports to be provided [by the contracting party]; should these reports not be furnished [by the contracting party], the licence fees shall be based on minutes.

Berlin, _____

Place, Date

Gesellschaft zur Verwertung von
Leistungsschutzrechten mbH (GVL)

Contracting Party
(in the case of minors, the legal representative)

Signature

Signature

Annex 1: Terms of use (Operating conditions) Webcasting

Annex 2: Webcasting tariff

This document is an unofficial translation into English of the official Agreement originally issued in German. The translation is provided solely for the convenience of English speakers. In the event of a discrepancy between the English translation and the German version, the original German version shall prevail.

Annex 1

OPERATING CONDITIONS WEBCASTING

A webcaster must fulfil the following operating conditions in order to obtain a webcasting licence in compliance with the agreement for the assignment and administration of rights.

1. No previews

The webcaster may not publish or arrange the publication of any previews or other kinds of announcements revealing the titles of the individual music recordings or the titles of the album including such music recordings featuring as part of the programme. Names of performing artists being played in the programme may not be mentioned except for illustrative purposes. This does not exclude the webcaster from making an announcement that an artist features in the programme in an unspecified timeframe.

2. Music programme

Broadcasts by the webcaster may not include the following within three hour-segments of his programme:

- a) more than three different titles from a specific album; no more than two of which may be in consecutive order; or
- b) more than four different titles by a specific artist or a compilation of music titles; no more than three of which may be in consecutive order.

3. Pre-recorded programmes and broadcast loops

The transmission may not be part of

- a) a pre-recorded programme of less than five hours; or
- b) a pre-recorded programme of five or more hours which is being transmitted for a period of more than two weeks; or
- c) a broadcast loop of less than three hours.

4. Programme repetition

The transmission may not be part of a programme that can be identified as one that plays music recordings in a predetermined order (except in pre-recorded programmes and broadcast loops) if this programme is transmitted:

- a) more than three times within a previously publicly announced period of two weeks, as long as it is a programme lasting less than an hour; or
- b) more than four times within a previously publicly announced period of two weeks, as long as it is a programme lasting an hour or more.

5. Prohibition of use for advertising and dubbing purposes

The webcaster may not transmit music recordings as such or as part of a service offering the transmission of images or films in a manner that is suitable to create the false impression of a connection between the owner of the copyright and/or related rights with the webcaster or a specific product or service that the webcaster is advertising for. Furthermore, the webcaster may not create the impression that his activities over and above the transmission for music recordings itself are sponsored by the owner of the copyright and/or related rights (incl. the performing artist).

6. Prevention of programme scans and recordings

In the case of consecutive music recordings being used for his programme, the webcaster must either talk over them or cross-fade them. Should this not be possible in an individual case, the interval between two transmitted music recordings must not exceed 0.25 seconds. Unless it entails disproportionate costs, the webcaster must use effective technical measures, widely available on the market, which are targeted at preventing that:

- a) the person receiving a transmission or any other person can automatically scan the webcaster's programme itself or together with the transmissions by other webcasters in order to filter out specific music recordings from the programmes; and
- b) the person receiving a transmission can create copies of the music recordings (except thereof are transient copies made for technical reasons).

7. Support of technical measures

The webcaster shall accommodate and not interfere with technical measures that are used by sound recording producers to identify or protect their music recordings, provided that these technical measures can be transmitted by the webcaster without substantial costs and without any perceptible aural or visual degradation of the digital signal.

8. Providing information for rights management purposes

- a) The webcaster shall provide information on the music recordings in a way that they are displayed to the person receiving the transmission via a specific device, during, but not prior to the transmission: Title of the music recording, if possible, title of the album containing the track and name of the performing artist.
- b) The transmission of music recordings shall, if technically feasible, be accompanied by the transmission of the information on title and performing artist as implemented into each music recording by the rights owners.

This obligation shall apply subject to the conditions pursuant to no. 6.

9. No transmission of unauthorised music recordings

The webcaster may not transmit any unauthorised music recordings; those include, without exception, so-called bootlegs (unauthorised concert recordings) and recordings which have not yet been published for webcasting purposes in the country where the webcaster is headquartered. The webcaster may not remix or change the music recordings in any other way so that the music recordings transmitted are different to the original recordings.

10. Automatic channel skipping and personalised programmes

The webcaster may not support any devices that enable automatic skipping from one programme channel to another. The person receiving a transmission shall, however, have the option to use pause and skip functions. The webcaster must determine fixed gaps applying to functions for skipping individual titles or for skipping a time interval in a forward direction which cannot be influenced by individual persons receiving the transmission. The skip function must not enable more than six skips to skip individual titles within 60 consecutive minutes of play.

The webcaster may also offer personalised programmes ("preference functions"). The preference function shall provide the persons receiving the transmission with the possibility to inform the webcaster of their preferred genres, artists or music recordings. The combination of skip and preference functions may not lead to transmissions of recordings by specifically requested artists or albums. The combination of unlimited skip functions with preference functions shall be excluded.

11. Maintaining integrity of works and performances

When using music recordings, the webcaster shall observe the moral rights of the authors and performing artists. The broadcaster must, in particular, refrain from any distortion or other interference which might endanger the reputation and standing of such moral rights holders. This applies in particular to the combination of music recordings with images or films.

12. Prohibition regarding linking

The webcast must be made from a server which is controlled by the webcaster. The webcast may only be accessible via the webcaster's website including applications (apps) specifically designated by the webcaster. The webcaster must use effective technical measures generally available in the market which prevent a simultaneous and unaltered transmission of the webcast on third-party websites. Access via third parties' websites, e.g. by linking webcasts may only be granted if the webcaster is named, and require GVL's prior permission.

13. Geoblocking

The webcaster guarantees by installing technical measures such as geoblocking that its webcast channel can only be reached from countries for which it has obtained a licence. Except thereof are cross-border usages permitted by law, especially those under the portability directive¹. A multi-territory licence is required for cross-border usages.

¹ DIRECTIVE (EC) 2017/1128 dated 14 June 2017.

14. Prohibition to sublicense

The webcaster shall not be entitled to grant the licence to third parties such as online aggregator services, for example.

Annex 2:

Publication in the German Federal Gazette no. 124 dated 19th August 2008, page 3022

Pursuant to section 13 of the German Copyright Administration Act by way of deviation of the tariff dated 24th March 2005, published in the German Federal Gazette no. 70 dated 14th April 2005, page 6051, GVL, Podbielskiallee 64, D-14195 Berlin, herewith publishes the following Tariff for the exploitation of commercially published sound recordings for so-called internet radio/webcasting

A. Tariff for non-interactive webcasting services

The subsequent tariff shall apply for the transmission of programmes on the internet or via comparable electronic networks, where the programme contents are non-interactive, linear and do not let the user exert any direct influence onto the programme.

I. Non-commercial webcasters

1. The standard licence fee for non-commercial webcasters and public service broadcasters shall be EUR 0.000333 per title and listener or alternatively, EUR 0.0001 per minute and listener.

In the event that a higher amount is thus reached, the licence fee shall be 7.5% of the costs. The minimum licence fee shall be EUR 500 per annum.

2. In the event that more than one webcasting channel is offered, except in cases where the licence fee calculation is made on the basis of titles or minutes, the blanket fee for each further channel shall be:
 - EUR 500 each for the 2nd to the 5th webcast channel
 - EUR 250 each for the 6th to the 20th webcast channel
 - EUR 125 each for the 21st to the 35th webcast channel
 - EUR 50 each for the 36th to the 50th webcast channel
 - EUR 25 each for the 51st and any additional webcast channels
3. The blanket minimum licence fee and the licence fee based on costs shall apply to services where sound recordings make up a portion of more than 80%. The licence fees shall be reduced by 25% in the event that the sound recordings constitute up to 80%, and by 50% if the sound recordings constitute up to 60%. The minimum licence fee shall also be reduced in cases where a lower usage level results from the programme being offered only temporarily. All in all, the minimum licence fee or the cost-related licence fee must not fall below EUR 250 per annum. The tariff related to individual service requests shall in any case remain unaffected.
4. The licence fee for reproduction for the purpose of webcast transmissions shall be EUR 0.125 per title and per annum.

II. Commercial webcasters

1. The annual licence fee for commercial users shall be EUR 1,500 on income of up to EUR 50,000 and EUR 4,000 on income of up to EUR 100,000. In the event of income over EUR 100,000 the licence fee shall be an additional 10% for amounts up to EUR 300,000. For any income above EUR 300,000, the licence fee shall be an additional 12.5%. Income shall be proceeds generated from advertising and commercials or from sponsoring, bartering, subscription fees or from any other services subject to a charge.
2. For the purposes of calculating the licence fees, costs instead of income shall be used as a basis, if a higher amount is thus reached. In the event of costs up to EUR 50,000 the minimum licence fee shall be EUR 1,000, for costs above EUR 50,000 the licence fee shall be another EUR 1,000, for costs above EUR 100,000 up to EUR 200,000 the licence fee shall be 8%, and for costs above EUR 200,000 the licence fee shall be 10%.
3. The licence fee as per items 1 and 2 above shall cover the services of one webcast channel. In the event that more than one webcast channel is supplied, the licence fee shall be calculated for each additional channel, unless the licence fee calculation is made on the basis of titles and/or minutes in line with item 4 below, as follows
 - EUR 1,000 each for the 2nd to the 5th webcast channel
 - EUR 500 each for the 6th to the 20th webcast channel
 - EUR 250 each for the 21st to the 35th webcast channel
 - EUR 100 each for the 36th to the 50th webcast channel
 - EUR 50 each for the 51st and any additional webcast channels
4. In the event that income of over EUR 500,000 is generated, the tariff shall be EUR 0.001 per title and listener or alternatively EUR 0.0003 per minute and listener. The webcaster can choose at the beginning of the contractual period whether the fixed amount shall be calculated based on titles or minutes.
5. The licence fee based on income or costs shall apply for services where sound recordings make up more than 80%. It shall be reduced by 25% where sound recordings constitute up to 80%, and by 50% where sound recordings constitute up to 60%.
6. Reproduction for webcast transmission purposes shall be subject to a licence fee of an additional EUR 0.25 per title and per year, if the licence fee on a "per request" basis pursuant to item 4 is applicable.

B. Tariff for personalised webcasting services and/or webcast services with interactive elements and/or such services which are configured for mobile use

The subsequent tariff shall apply for the transmission of programmes on the internet or via comparable electronic networks, where personalised programme contents are available and/or the programme sequence can be influenced interactively, and/or where programmes are configured for mobile use.

1. In the event that the programme has been configured via technical means for additional or sole use via mobile devices, the licence fee to be calculated in line with letter A above shall be increased by 10%.

2. In the event that the programme is personalised or can be influenced interactively, the licence fee to be calculated in line with letter A above shall be increased by 10%. Should the programme, in addition to the aforementioned, also be configured via technical means for additional or sole use via mobile devices, the licence fee to be calculated in line with letter A above shall be increased by 21%.
3. In the event that the programme is personalised and can be influenced interactively, the licence fee to be calculated in line with letter A above shall be increased by 30%. Should the programme, in addition to the aforementioned, also be configured via technical means for additional or sole use via mobile devices, the licence fee to be calculated in line with letter A above shall be increased by 43%.
4. In the event that the rights for these exploitations in particular cases have not been assigned to GVL, the supplement shall be reduced proportionately

C. General Provisions

1. The aforementioned tariffs shall apply to services directed at German users, and where no more than 2% of all service requests are made from abroad. There is an additional option to obtain a licence for multi-territory rights. In the event of obtaining a multi-territory licence, the local tariffs of the rights administration societies responsible in countries with whom GVL has entered into reciprocal agreements, shall apply for service requests from those countries.
2. In the event of obtaining a licence for multi-territory rights, the licence fee shall be increased by a flat-rate fee for administrative purposes. For commercial webcasters, this flat-rate fee shall be a one-off payment of EUR 750 upon completion of the contract. An annual flat-rate fee for administrative purposes shall be payable for covering the costs of a multi-territory distribution; it shall be EUR 1,500 for distributions for up to ten countries, EUR 3,000 for distributions for up to fifty countries, EUR 5,000 for distributions for up to one hundred countries and EUR 6,500 for distributions for more than one hundred countries. The administration costs shall be limited to 15% of the licence fee set by the tariff. They shall be reduced by 50% for non-commercial webcasters and for services offered by public service broadcasters. The costs for these users shall also be limited to 15% of the licence fee.
3. In the event that the webcasting service offered constitutes only a part of the overall services on offer, the relevant costs and/or income shall be taken into consideration accordingly.
4. Income – and costs – must be substantiated by auditors' certificates in an appropriate manner. In the case of non-commercial services a confirmation from a tax advisor shall suffice. The webcasters shall declare the following to GVL: the number of the titles stored for transmission, the total duration of their programmes as well as the sound recordings used by label code and company, title, performing artist, duration of the transmission, number of simultaneous users and date. In addition, information has to be provided in which countries - identifiable via the IP address – the programme was used. Reports must be supplied within a three month deadline, but always by the end of each quarter. The reports shall, as a matter of principle, be supplied electronically via the interface provided for this very purpose. GVL may exempt the webcaster from the obligation to report. This obligation to report shall, however, remain for those parameters that are essential for the calculation of the licence fee.
5. The webcaster shall be obliged to observe GVL's terms of use. Exploitation rights above and beyond those must be obtained directly from the rightsholders.
6. The respective licence fee shall only cover those rights of performing artists and sound recording producers within GVL's administrative scope. The exploitation of sound recordings in commercials shall not be covered; the relevant licence must be obtained from the sound recording producer companies.

7. The licence fees shall be increased by the respective VAT rate in force. For members of a professional association of music users with whom GVL has entered into a general agreement, the licence fees for domestic exploitation shall be reduced by 20%.

Berlin, 8th August 2008

Gesellschaft zur Verwertung von Leistungsschutzrechten mbH (GVL)
Podbielskiallee 64, D-14195 Berlin

The Managing Directors
Dr. Gerlach Zombik

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