

Registration documents webcasting

Version dated: January 2021

Dear Sir or Madam,

If you wish to register a **non-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 |
| Have you answered all the 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 |

*) The copy will be destroyed after verification.

Please note that GVL can only process fully completed and duly signed registration documents.
Please send the registration documents by post, fax or as a scan to the following (e-mail) address:

Gesellschaft zur Verwertung von
Leistungsschutzrechten mbH (GVL)

Podbielskiallee 64
14195 Berlin

Fax: **+49 (0)30 48483-700**
E-mail: **webradio@gvl.de**

If you wish to inform us of any **changes or 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 the telephone support hours (Mon-Fri 10.00 -12.00), phone: +49 (0) 30 48483-646.



Gesellschaft zur
Verwertung von
Leistungsschutzrechten

Registration documents non-commercial webcasting First-time registration

Please return to:

Gesellschaft zur Verwertung von
Leistungsschutzrechten mbH (GVL)

Webradio Services

Podbielskiallee 64
14195 Berlin

Phone: +49 (0)30 48483-646

Fax: +49 (0)30 48483-700

E-mail: webradio@gvl.de

Your details:

Contracting party:
(if different from the contact person)

Contact:

Date of Birth:

Street, house or apartment no.:

Postcode/City:

Phone:

Fax:

E-mail:

Special remarks: _____

1. Can webcasting (web radio) also be received on mobile end devices*) via streaming?

NO YES

*) If the webcasting service can also or only be used with mobile reception devices (mobile phone), the prerequisites for a mobile use are fulfilled; the tariff provisions in Annex 2 apply.

2. Is this a classic web radio via streaming, which is not started by the user but transmitted simultaneously to several users (without any interactive option of influence by the user) and is not intended for storage?

NO YES  [continue to Q 2](#)

▪ Which usage types shall be licensed?

interactive usage*) personalised usage**)

*) According to the webcast operating conditions, a webcasting service shall be deemed to be interactive whenever the listener has options to directly influence the programme by means of technical features. Examples for this include the option to jump to the next title (skip function) or to interrupt the programme (pause function); the tariff provisions in Annex 2 apply.

***) Whenever a listener has the option to create a listener profile (rating function, individual preferences for a specific music genre by entering a certain title/artist) or to change the programme permanently and individually ("I like it" or "Never-Play-Again" function), it is a personalised webcasting service; the tariff provisions in Annex 2 apply.

▪ Are these usage types operated according to the provisions of the webcasting operating conditions? (You can access the operating conditions at www.gvl.de in the 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, Linienstraße 152, D-10115 Berlin (www.musikindustrie.de), phone: +49 (0)30 59 00 38-0, Fax: +49 (0)30 59 00 38-38, E-Mail: info@musikindustrie.de. They can connect you with the relevant producers for licensing purposes.

3. Does the service also include internet TV? NO YES*)

▪ If yes, are there transmissions of music video clips? NO YES*)

*) In that case, please contact the BVMI, Federal Association of the Music Industry, Linienstraße 152, D-10115 Berlin (www.musikindustrie.de), phone: +49 (0)30 59 00 38-0, Fax: +49 (0)30 59 00 38-38, E-Mail: info@musikindustrie.de. They can connect you with the relevant producers for licensing purposes.

4. Planned / effective*) service start:/..../ 202__

*) Please delete as appropriate

5. Name and URL/website of your web radio? http://

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

..... kbit/s

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

NO YES

If yes, please provide the addresses of the third-party websites:

8. Do you offer more than one webcast channel?

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. Do you generate income (sponsors' contributions or such like)?

NO YES

If yes, how do you generate this income?

.....
.....

12. How high are the projected costs for your webcasting service per annum?

Costs: € in the year 202__

13. Do you intend to attract listeners abroad to your service, or do you wish to acquire a licence for dissemination in Germany only or do you want multi-territory rights to be covered?

- Only a licence for dissemination in Germany *) NO YES
- Multi-territory rights as well NO YES

If yes, for which countries?

.....
.....

(The list of countries can be accessed here: <https://www.gvl.de/rechtenutzer/webradio/laenderliste-webradio>.)

*) Please note that you need a web radio licence for each country where you have listeners. Provided that the webcasting service is addressed to German listeners (German homepage, German-speaking presenters), it is generally not necessary to acquire a multi-territory licence.

14. How many simultaneous listeners (specific number) per average programme hour do you have/are you planning to have?

..... Listeners

15. How many titles (specific number) do you store on average per annum on your programme server for webcasting dissemination purposes?

..... Titles

Place,....., (date).....

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



Gesellschaft zur Verwertung von Leistungsschutzrechten

AGREEMENT FOR WEBCASTING non-commercial - sound recordings -

GVL ID _____

between

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

– hereinafter referred to as “GVL” –

and

.....
.....
.....

– hereinafter referred to as “contracting party” –

WHEREAS

The contracting party intends to run an internet-based webcast service. This [service] shall be addressed to users in Germany. Neither the design of its contents, nor the language versions available are specifically addressing users abroad. Any additional rights for service requests from abroad must be obtained from GVL and/or its sister societies abroad subject to their respective terms and conditions.

ARTICLE 1

GVL manages the 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 mean the non-interactive or modified non-interactive and not permanently storable transmission of a programme via commonly accessible pages on the internet (world wide web) or commonly accessible mobile network services on one or more channels, in which case the criteria of Annex 1 to this Agreement must be met, as

long as the primary purpose of the service is not to sell, advertise or promote particular products or services (other than those related to sound recordings, live concerts or other music-related events). Furthermore, GVL also manages the 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 commercials shall not be subject of this agreement.

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 in this Agreement, 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. 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 management of rights for certain uses to GVL with respect to all or some of its labels. The existence and scope of rights managed by GVL can be accessed online, at any time via www.labelrecherche.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 managed 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 held by performing artists and producers of sound recordings in Germany.

GVL shall indemnify the contracting party from all third-party claims arising under related rights/neighbouring rights pertaining to usages subject to this Agreement in the Federal Republic of Germany.

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

ARTICLE 5

The licence granted under Article 1 shall be limited to usage in line with the terms and conditions and the parameters relevant for remuneration as set out in the registration form. 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 into this 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 needs to be obtained from GVL. In such cases, the contracting party shall provide GVL with the necessary information by means of a completed registration form without delay.

ARTICLE 6

The contracting party shall be obliged to provide information on the total transmission time of the programme, the used sound recordings listed by label name, label code number, ISRC or catalogue number or EAN, title and performing artist and time and duration of the transmission. The details to be collected and to be reported by the contracting party must be collated into a programme report and 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 report the number of titles stored for transmission to GVL.

Reports must be supplied by the contractual 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 reports within the deadline due to verifiable circumstances, GVL may exempt it from the deadline for a limited period (the exemption shall, in such cases, be attached as Annex 3).

So long 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 a chartered accountant/sworn auditor verify the correctness of the programme reports. The contracting party shall bear the costs of the audit in cases where the audit results in a difference of more than 10%.

ARTICLE 7

The contracting party shall pay GVL a fee for the exploitation rights granted to it in the amount of the respective tariff for non-commercial webcasting services in effect. The current tariff in effect is attached as Annex 2.

Reports pursuant to Article 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 concluded a general agreement, the fees shall be reduced by 20%.

Should the prerequisites for non-commercial webcasting no longer apply, this Agreement shall be replaced by the agreement for commercial webcasting.

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 payment obligation shall commence with the start of the webcasting services. Upon the start of the webcasting activities, the estimated annual fee shall be jointly set by both parties, considering the projected values presented by the contracting party and the licence fee parameters. Hereupon, the contracting party shall make a payment on account at the end of each calendar quarter amounting to a quarter of the estimated annual fee so long as the licence fee parameters remain unchanged. In cases where, pursuant to Article 5, changes to the projected values used as a basis for the licence fee parameters are communicated, GVL shall recalculate the licence fee and adjust the payment on account which shall take effect at the beginning of the calendar quarter following the moment the notification of change was made. Such a recalculated payment on account shall remain unchanged until a new notification of change triggers another recalculation. GVL may also request the contracting party to make payments on account (POAs) on a monthly basis instead of on a quarterly basis; such POAs shall amount to a third of the quarterly sum. All payments on account shall become due without GVL having 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 at the statutory rate and to invoice any additional costs.

After the end of each calendar year, but no later than 30 March of the following year, the contracting party shall declare the following: Total revenues generated, total costs, number of webcast channels provided, the actual transmission time of its programme in minutes and/or the number of actual titles used, plus the average number of listeners for the programmes on offer and the number of titles stored for the transmission, however, the details on the programme only if these parameters have not already been transmitted by way of notification pursuant to Article 6. A certification by a tax advisor shall suffice to substantiate the generated revenues or costs. 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 as definite and that the calculation for the following year will be based on the available projected data, 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 contractual parties shall endeavour to find a mutually acceptable solution. GVL shall be entitled to have a chartered accountant/sworn auditor verify the correctness of these parameters. 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 9

This Agreement shall be in force for an unlimited period. It may be terminated on 31 December of each year by giving three months' notice. The contracting party shall have the right to give notice on exceptional grounds to terminate this Agreement where it ceases to provide the webcasting service.

Should GVL publish a new tariff during the term of this Agreement which leads to an increase of the existing licence fee of the contracting party, the contracting party shall have the right to give notice on exceptional grounds. Notice must be given within a period of 4 weeks after receipt of a corresponding notification from GVL about the tariff change. The date of receipt shall be the fifth calendar day after dispatch of such notification by GVL. The termination [of this Agreement] shall take effect at the end of the quarter following receipt of the notice by GVL. The original tariff shall continue to be applicable until the termination takes effect.

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 shall be governed by the laws of the Federal Republic of Germany. Court of jurisdiction and place of fulfilment shall be Berlin.

ARTICLE 11

If the licence fee is calculated pursuant to the tariff in force on a "per request" basis, the contracting party shall choose the basis for calculation to be

- Minutes (standard case) Titles.

Every year, before the end of the first quarter, the contracting party may change the calculation basis by informing GVL in writing. In cases where the contracting party has not chosen a calculation basis, the default calculation shall be based on minutes. A calculation on the basis of titles requires that the contracting party provides the respective reports; if no such reports are submitted to GVL, the licence fee calculation shall be based on minutes.

Berlin, (date)

....., (date).....

**GESELLSCHAFT ZUR VERWERTUNG VON
LEISTUNGSSCHUTZRECHTEN mbH (GVL)**

CONTRACTING PARTY
(in the case of minors, their legal
representative)

.....
Dr. Tilo Gerlach Guido Evers

.....

- Annex 1: Operating Conditions Webcasting
- Annex 2: Tariff for webcasting
- Annex 3: Exemption of broadcast reports

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 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 known 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 where the webcaster uses consecutive music recordings 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 of 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.

14. Prohibition to sublicense

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

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

Annex 2

**Publication in the Federal Gazette No. 124
dated 19/08/2008, page 3022**

Pursuant to section 13 of the Urheberrechtswahrungsgesetz [German Copyright Administration Act] by way of deviation of the tariff dated 24/03/2005, published in the German Federal Gazette No. 70 of 14/04/2005, page 6051, GVL, Podbielskiallee 64, D-14195 Berlin, herewith publishes the following

Tariff

for the use of commercially published sound recordings for so-called internet radio/webcasting

A. Tariff for non-interactive webcasting services

The following 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 €0.000333 per title and listener or alternatively, €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 €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 additional channel shall be:
 - for the 2nd to the 5th webcast channel
€ 500 each
 - for the 6th to the 20th webcast channel
€ 250 each
 - for the 21st to the 35th webcast channel
€ 125 each
 - for the 36th to the 50th webcast channel
€ 50 each
 - for the 51st and any additional webcast channel
€25.

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. In total, the minimum licence fee or the cost-related licence fee must not fall below €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 € 0.125 per title and per annum.

II. Commercial webcasters

1. The annual licence fee for commercial users shall be €1,500 on income of up to €50,000 and €4,000 on income of up to €100,000. In the event of income over €100,000 the licence fee shall be an additional 10% for amounts up to €300,000. In the event of income over €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 €50,000 the minimum licence fee shall be €1,000, for costs above €50,000 the licence fee shall be another €1,000, for costs above €100,000 up to €200,000 the licence fee shall be 8%, and for costs above €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 webcasting channel is offered, the licence fee calculation for each additional channel shall be made as follows, except in cases where the licence fee calculation is made on the basis of titles or minutes in accordance with item 4 below:
 - for the 2nd to the 5th webcast channel
€1,000 each
 - for the 6th to the 20th webcast channel
€ 500 each
 - for the 21st to the 35th webcast channel
€ 250 each
 - for the 36th to the 50th webcast channel
€100 each
 - for the 51st and any additional webcast channel
€50 each.
4. In the event that income of over €500,000 is generated, the tariff shall be €0.001 per title and listener or alternatively €0.0003 per minute and listener.
At the beginning of the contractual period, the webcaster can choose whether the fixed amount shall be calculated based on titles or minutes.

5. The licence fee based on income or costs shall apply to services where sound recordings make up a portion of more than 80%. The licence fee 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%.
6. Reproduction for webcast transmission purposes shall be subject to a licence fee of an additional €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 webcasting services with interactive elements and/or services that are configured for mobile use

The following tariff shall apply for the provision 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 is personalised or if it can be influenced interactively, the licence fee to be calculated in line with letter A above shall be increased by 10%. In the event that the programme is additionally 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%.
2. In the event that the programme is personalised and if it can be influenced interactively, the licence fee to be calculated in line with letter A above shall be increased by 30 %. In the event that the programme is additionally 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 %.
3. 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 collective management organisations/music licensing companies responsible in countries with whom GVL has entered into representation 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 €750 upon completion of the Agreement. An annual flat-rate fee for administrative purposes shall be payable for covering the costs of a multi-territory distribution; it shall be €1,500 for distributions for up to ten countries, €3,000 for distributions for up to fifty countries, €5,000 for distributions for up to one hundred countries and €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 accordingly be taken into consideration proportionally.
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 by the contractual party 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 rights holders.
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 amount of the licence fee shall be increased by the respective value-added tax 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, 08/08/2008

Gesellschaft zur Verwertung von Leistungsschutzrechten GmbH (GVL)
Podbielskiallee 64, 14195 Berlin

The Managing Directors
Dr. Gerlach Zombik

*2% clause no longer relevant.

Annex 3

Version dated: January 2021

(Article 6)

GVL exempts the contracting party from submitting electronic programme reports until further notice. GVL can cancel this exemption at any time and require the contracting party to submit an electronic programme report in the contractually agreed form. This will, however, be announced by GVL at least three months in advance.