



Additional agreement Minority appeal repertoire

Valid from 1 July 2014

Hammerichsgade 14
1611 Copenhagen V
Denmark

tel. +45 33 36 87 00
ncb@ncb.dk
www.ncb.dk

ncb

nordisk
copyright
bureau

Between

Nordisk Copyright Bureau
Hammerichsgade 14
DK-1611 Copenhagen V

hereinafter called "**NCB**"

and

(CVR number)

-

hereinafter called "**The Producer**"

it has been agreed as follows:

Additional agreement – minority appeal repertoire (exports inclusive of NCB royalties)

1 Scope of contract

This additional agreement to the Sound Carrier Contract in force at any time (the BIEM/ Ifpi Standard Contract) shall be applied when a standard producer (signatory to the above Sound Carrier Contract) is exporting minority appeal repertoire to countries outside the Northern countries.

2 Definition

Minority appeal repertoire means original Nordic repertoire recorded onto sound carriers, and – issued in small quantities per accounting period – exported to countries outside the Northern countries.

Issued in small quantities means that the entire export to countries outside the Northern countries must amount to no more than 1,000 copies per catalogue number per accounting period.

3 Labels comprised by this additional agreement

This additional agreement shall cover the following of the Producer's record labels with releases of minority appeal repertoire as defined above:

4 **NCB royalties – exports within the Northern countries**

Royalties payable to NCB for sale of sound carriers within the Northern countries shall be calculated on the basis of terms and conditions applicable in the individual Northern country, PPD and minimum royalty rate. All details are stipulated in the Sound Carrier Contract in force at any time (the BIEM/ Ifpi Standard Contract).

5 **NCB royalties – exports outside the Northern countries**

Royalties payable to NCB for exports of sound carriers outside the Northern countries shall be calculated as follows:

- ◆ 1 July 2014 - 30 June 2016; the basis of calculation (PPD) will be reduced by 40%
- ◆ From 1 July 2016 and onwards the basis of calculation (PPD) will be reduced by 30%.

If the entire exports to countries outside the Northern countries amount to more than 1,000 copies per catalogue number per accounting period, this additional agreement cannot come into force; instead the terms of the Sound Carrier Contract in force at any time (the BIEM/ Ifpi Standard Contract) shall be applied.

6 **Reporting of exports**

Together with the half-yearly sales reporting to NCB The Producer must send NCB a list of exports of minority appeal repertoire over the said accounting period:

- ◆ If sales per catalogue number per country of destination per accounting period are less than 100 copies, The Producer will in the forwarded reporting only have to report the total number of exported copies per catalogue number
- ◆ If sales per catalogue No. per country of destination per accounting period are more than 100 copies, The Producer will in the forwarded reporting have to report the actual number of exported copies per catalogue number per country of destination.

7 **Term of agreement**

This additional agreement will automatically be terminated if the Sound Carrier Contract concluded between the Producer and NCB is terminated or if the Sound Carrier Contract in force at any time (the BIEM/Ifpi Standard Contract) concluded between Ifpi and NCB is terminated.

This agreement can also be terminated according to the article covering "Sanctions" of the Sound Carrier Contract in force at any time (the BIEM/Ifpi Standard Contract).

This additional agreement shall come into force on _____ .

Date

NCB

Date

The Producer

