



Protocol to NCB's Sound Carrier
Contract in force at any time
Music Video DVDs

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hereinafter referred to as NCB of the one part

and

hereinafter referred to as **The Producer** of the other part

The contents of this Protocol have been negotiated and agreed upon between the Nordic groups of IFPI and NCB on 19 September 2007 and is to be considered an amendment to the local versions of NCB's Sound Carrier Contract in force at any time including all present Amendments and Annexes (hereinafter referred to as the Sound Carrier Contract).

The Protocol has been concluded upon the following premises:

- the parties of this Protocol agree to the principle that apart from payment of synchronization, copyright payment of music included on Music Video DVDs should be of a similar size as the payment of similar music included on an audio sound carrier

and

- the parties of this Protocol acknowledge that for the time being the sales prices of Music Video DVDs are higher than these of audio sound carriers covered by the Sound Carrier Contract.

The parties have thus agreed upon the below terms and conditions in respect to The Producer's reproduction of works from NCB's repertoire on Music Video DVDs and the distribution thereof for personal and private use.

"Music Video DVD" shall be defined as a physical audio-visual product, where music is the primary feature or purpose of the audio-visual product e.g. music videos (video clips and concert videos) on DVD and Blue-ray disc (hereinafter referred to as Music Video DVD).

This Protocol does not apply to musical contents on carriers other than DVD and Blue-ray disc nor to multimedia DVDs (including, for example a ROM-Part or data link), nor DVD Audio nor DVDs or other media containing feature films or entertainment videos, in respect to which NCB's existing terms and tariffs in force at any time for such productions shall apply.

Unless explicitly stated in this Protocol the parties agree that all general terms and conditions included in the Sound Carrier Contract remain unaltered and are directly applicable in respect to The Producer's reproduction and distribution of Music Video DVDs in accordance with this Protocol.

I. Royalties

1. Percentage royalty

Per Music Video DVD the Producer shall pay to NCB a remuneration of **7.2%** of the highest price to dealers published by The Producer exclusive of VAT (PPD). This payment covers all rights administered by NCB (mechanical royalties and synchronisation fee).

In respect to Music Video DVDs the parties thus hereby agree to deviate from the percentage royalty payable for sound carriers in accordance with Article VI C. (1) and (2) of the Sound Carrier Contract.

In respect to direct sales to consumers of Music Video DVDs the parties agree to apply the same proportional reduction in the percentage royalty of this Protocol as this used for the calculation of RRP applicable for direct sales of sound carriers cf. Article VI C. (1) - (3) of the Sound Carrier Contract. This will de facto result in a percentage royalty of 5.91% of RRP for direct sales of Music Video DVDs.

2. Minimum royalty

The minimum royalty shall apply in those cases where the percentage royalty referred to in Article I. 1. above is lower than the minimum royalty.

In respect to Music Video DVDs the parties agree to apply the minimum rates in force at any time for the corresponding audio sound carriers in accordance with the Sound Carrier Contract. However, it has been explicitly agreed that the special agreed minimum rates covering the so-called budget line releases, cf. Article VI C. (5) a) of the Sound Carrier Contract, shall not apply to Music Video DVDs covered by this Protocol.

3. Number of works and fragments

The parties explicitly agree to deviate from the Sound Carrier Contract whereas the number of complete works and fragments of works belonging to NCB's repertoire, which may be reproduced on the same Music Video DVD including compilations, shall amount to:

- ◆ 28 works/56 fragments.

II. General provisions

1. Scope of authorisation

The parties acknowledge that a separate authorisation from the copyright owners must be obtained whenever musical works are directly or indirectly used in a political, religious, pornographic, advertising or such similar context and that such usage is neither covered by this Protocol nor by the Sound Carrier Contract.

2. Terms

This Protocol comes into force retroactively for sales as from 1 July 2012 and substitutes prior defined conditions and tariffs for sale and distribution of Music Video DVDs as outlined by NCB. As of the above date NCB shall apply the conditions in this Protocol to which the usual conditions in the Sound Carrier contract constitutes an amendment.

This Protocol shall continue onwards unless terminated by either party with no less than three (3) months notice prior to the end of a calendar half year.

Date

NCB

Date

The Producer (name + title)