

000000

Phonographic
Performance
(Ireland) Ltd

PPI House
1 Corrig Avenue
Dun Laoghaire
Co Dublin
Ireland

Tel: 01 280 5977
Fax: 01 280 6579
Email info@ppiltd.com

CHAIRMAN
D Woods (UK)

DIRECTORS
W Kavanagh
R MacGorain
F Middleton
D Pennefather
J P Sheehan

Teresa Kenny
Rannóg Dlí
TG4
Lána an Mhuilinn
Bóthar Maudlin
Ceanannas
Co. na Mí

2 August, 2001


Dear Teresa

I wish to confirm that PPI is willing to licence the broadcasting by TG4 of sound recordings subject to the control of PPI on the following terms:

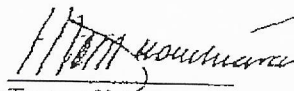
1. The licence period shall be deemed to have commenced on 1st January 1998 and shall end on 31st December 2002.
2. The amount payable per annum shall be IR£10,000, adjusted in the second and subsequent years in line with the Consumer Price Index. For the sake of clarity, the fee in respect of the calendar year 1999 is IR£10,290 (+2.9%); 2000 is IR£10,496 (+2%); and 2001 is IR£11,231 (+7%).
3. The annual fee shall be payable quarterly. An invoice shall be issued during each Quarter, for payment no later than 30 days after the end of the Quarter.
4. The licence fee shall also be deemed to confer on TG4, and 3rd parties from whom TG4 commissions programming, the right to dub or otherwise reproduce sound recordings subject to PPI's control, for the sole purpose of their inclusion in programmes and subsequent broadcast or otherwise causing same to be played in public
5. PPI is authorised to make this Agreement and PPI indemnifies TG4 against any claims from any other parties in respect of the use of sound recordings.

I would be obliged if you would indicate your agreement to the foregoing by signing in the space indicated below and returning the signed copy to me.

Yours sincerely


Sean Murtagh
Head of Operations

Agreed for and on behalf of TG4


Teresa Kenny
Rannóg Dlí

Phonographic
Performance
(Ireland) Ltd

Teresa Kenny
Rannóg Dlí
TG4
Lána an Mhuilinn
Bóthair Maudlín
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Co. na Mí

PPI House
1 Corrig Avenue
Dun Laoghaire
Co Dublin
Ireland

17 August 2001

Tel: 01 280 5977
Fax: 01 280 6579
Email info@ppiltd.com

Dear Teresa

PPI / TG4 AGREEMENT

Following our discussions, I wish to set out hereunder the terms of our Agreement:

CHAIRMAN
D Woods (UK)

1. **DURATION**

This Agreement shall be deemed to have effect from 1st January 1999 until 31 December 2002.

DIRECTORS
W Kavanagh
R MacGorain
F Middleton
D Pennefather
J P Sheehan

2. **BROADCASTING OF MUSIC VIDEOS**

(a) **Rates**

TG4 shall pay PPI for the broadcasting of music videos as follows:

- (i) IRE33.02 per music video for 1999 (index linked) on first transmission
- (ii) IRE16.51 (or 50% of full rate - index linked) per music video when broadcast in a repeat transmission within 7 days of first transmission. A repeat transmission means a programme re-broadcast in its entirety with no additions or omissions to the content.
- (iii) IRE8.25 (or 25% of full rate - index linked) per second and subsequent repeat transmission within 14 days of first transmission.
- (iv) For 2000 and subsequent years, these rates shall be adjusted in line with the Consumer Price Index (CPI). The 2000 full per-play rate shall be IRE33.68. The 2001 full per-play rate shall be IRE35.02.

(b) Free Transmissions

- (i) TG4 shall be entitled to broadcast a maximum of three fifteen second music video clips per programme free of charge provided the music videos are all subsequently broadcast in full in that programme.
- (ii) For the purposes of promoting a programme, TG4 shall be entitled to unlimited broadcast of music video clips provided that no clip shall exceed 10 seconds in duration and shall be broadcast in full during the programme being promoted.

(c) Strict Liability

TG4 is strictly liable for payment for the broadcasting of PPI's members' music videos in programmes commissioned by TG4. TG4 shall however use its best endeavours to ensure prior to broadcast that the producers of all such programming have obtained all necessary clearances (including that of PPI). This Agreement does not cover the broadcasting by TG4 of programming acquired by it by way of licence for broadcast and consisting predominantly of music videos selected and arranged into a programme."

(d) Logs

TG4 undertakes to supply television programme logs for all programmes covered by this Agreement incorporating music videos.

(e) Exclusions

The following is expressly excluded from this Agreement:-

- (i) Broadcasting of long-form music videos, i.e. music videos in excess of 20 minutes duration
- (ii) Sequencing of more than 3 music videos by the same artist without the prior agreement of PPI
- (iii) Editing or adapting any music video other than the showing of extracts (fadeouts are permitted)
- (iv) Interruption of a music video for a commercial break.

3. TERRITORY

The Agreement covers the terrestrial broadcasts (including cable and MMDS re-transmissions) and direct to home delivery via satellite of TG4 in the Republic of Ireland.

4. EXPORT / SATELLITE UPLINK

Where TG4 sells or supplies a programme substantially based on music videos produced or commissioned by TG4 to a broadcaster or cable company in another jurisdiction, a royalty of 8.5% of the revenue received by TG4 (net of any agency commissions and distribution expenses) for the supply shall be payable. Where programming is not substantially based on music videos, then a pro rata reduction shall be applied. This royalty shall cover the supply of the programme either on tape or via satellite direct from the Republic of Ireland to the broadcaster or cable company. It does not cover the subsequent re-transmission by that broadcaster or cable company.

5. PAYMENT TERMS

Payment of all royalties shall be made quarterly in arrears within 30 days of the end of each calendar quarter. Royalties which have accrued to date under this Agreement shall be agreed and discharged with the first quarterly payment due hereunder. All payments due hereunder are subject to Value Added Tax at the prevailing rate (currently 20%).

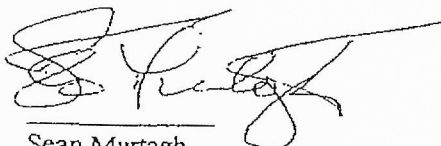
6. INDEMNITY

PPI is authorised to make this Agreement and PPI indemnifies TG4 against any claims from any other parties in respect of the broadcast of music videos.

Please indicate your agreement by signing below and returning one copy to me. I look forward to hearing from you.

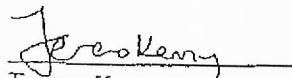
Kind regards

Yours sincerely
PPI



Sean Murtagh
Head of Operations

Agreed
For and on behalf of TG4



Teresa Kenny
Rannóg Dlí

9th April 2002

Our Ref: PPI/EQ/Music Vid/Corp217

Mr. Dick Doyle
PPI
PPI House
1 Corrig Avenue
Dun Laoghaire
Co. Dublin

Radio Telefís Éir

Solicitors' C

Montrrose, Donnybro
Dublin 4, Ireland
Telephone 353 1 20
353 1 20
Telefax 353 1 20
E-mail: kenneck@

Re: (1) Use by RTÉ of PPI Repertoire and related matters
(2) Transmission of RTÉ Services by Satellite for reception in Ireland
and Northern Ireland
(3) Music Videos

Dear Dick

Further to recent discussions, I now want to set out in writing our confirmation and agreement in respect of several matters as between Phonographic Performance (Ireland) Limited (PPI) and RTÉ.

- (1) It is confirmed that the agreement dated 15th December, 2000 between PPI and RTÉ includes the right of RTÉ to make reproductions of sound recordings in the PPI repertoire (following on from the agreement between PPI and RTÉ dated 3rd July 1998).
- (2) It is confirmed that the agreement dated 15th December, 2000 between PPI and RTÉ includes the right of RTÉ to make available any and all its services to the public through the internet but so that no sound recordings are made available by RTÉ for the purposes of downloading.
- (3) It is agreed that the agreement between RTÉ and PPI dated 15th December, 2000 and the agreement between PPI and RTÉ dated 21st December 2000 in respect of the broadcast of music videos are amended so that RTÉ may make any and all of its services available by Satellite for reception in Ireland and Northern Ireland. In consideration of RTÉ's services being made available by satellite for reception in Northern Ireland RTÉ agrees to pay PPI additionally the sum of €10,000 for each of 2002 and 2003 to be paid quarterly in arrears. The amount to be paid to PPI in respect of 2002 and 2003 shall be reduced pro rata by the number of months or weeks that RTÉ's services are not so available by satellite in Northern Ireland in each such year.

- (4) PPI agrees that RTÉ and its distributors and agents may export television programmes (whether RTÉ produced or commissioned) containing sound recordings controlled by or in the PPI repertoire. In consideration of such exports PPI shall be entitled to receive 5% of the gross revenue received reduced pro-rata by the number of minutes of music in the programme versus its total duration.

Please confirm your agreement to the above by signing the duplicate of this letter.

Yours sincerely



Eamonn Kennedy
Solicitor/Director of Legal Affairs

Read, confirmed and agreed.

Signed: _____



For and on Behalf of
Phonographic Performance (Ireland) Limited
Dick Doyle
Chief Executive

THIS AGREEMENT is made the 16th day of November 2004

BETWEEN:-

PHONOGRAPHIC PERFORMANCE IRELAND LIMITED having its registered office at PPI House, 1 Corrig Avenue, Dun Laoghaire, County Dublin hereafter referred to as PPI

AND

RADIO TELEFIS EIREANN of Montrose, Donnybrook, Dublin 4 hereinafter referred to as RTÉ.

WHEREAS:-

- A. PPI has been authorised by its Members to license certain rights in Sound Recordings in the Territory including the right to broadcast the Repertoire and is a licensing body.
- B. RTÉ wishes to broadcast the Repertoire as part of its programming schedule
- C. The parties have previously entered into agreements in relation to the inclusion by RTÉ in its services of Sound Recordings (or copies of Sound Recordings) controlled by or in the repertoire of PPI for broadcast to the public as set out in letters dated the 3rd of July 1998, the 1st of December 2000 and 9th of April 2002.
- D. The parties now wish to enter into a further agreement as set out herein.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

The words and phrases contained in this agreement shall have the following meanings:-

"Broadcast" means a transmission by wireless means including by terrestrial or satellite means, for direct public reception or for presentation to members of the public of sounds, images or data or any combination of sounds images or data, or the representation thereof, but does not include MMDS service, and which for the avoidance of doubt includes the right to copy the Sound Recordings in the Repertoire by means of RTÉ's own facilities (or any other facilities where RTÉ has commissioned the production of a television or radio programme either solely or with a third party provided that RTÉ provides at least 50% of the funding of such production, hereinafter together referred to as Home Produced Programmes) for the purposes of RTÉ's own broadcast or re-broadcast PROVIDED always that any copy resulting from the exercise of this right shall not

be used for any purpose other than the broadcast or re-broadcast and also includes the right of making for the purposes of maintaining supervision and control over programs broadcast by them of fixations of those programs AND includes the inclusion of that Broadcast without alteration in a cable program service where that inclusion is pursuant to a statutory requirement or the broadcast is made for reception in the area in which the cable program service is provided and it is not a satellite transmission or an encrypted transmission.

- "Cable Service" means a service, including MMDS, whereby an original Broadcast as herein defined is transmitted over wires or other paths provided by a material substance, to the premises of subscribers to the cable service.
- "Licence Period" the period commencing on 1st January 2004 and expiring on 31st December 2005 (both dates inclusive).
- "Members" The Record Companies who are members of PPI.
- "Repertoire" all Sound Recordings in which the Members and or PPI control the right to Broadcast.
- "Sound Recording" A fixation of sounds, or of the representations thereof, from which the sounds are capable of being reproduced, regardless of the medium on which the recording is made, or the method by which the sound are reproduced.
- "Territory" The Republic of Ireland.

2. RIGHTS

- 2.1 PPI hereby grants to RTÉ a non exclusive licence for the Territory, to Broadcast or cause or allow to be Broadcast or to include in a Cable Service the Sound Recordings contained in the Repertoire during the License Period PROVIDED that RTÉ complies with the conditions set out in this licence.
- 2.2 PPI also grants to RTÉ a non exclusive license to Broadcast the Sound Recordings contained in the Repertoire by satellite for reception in Northern Ireland PROVIDED always that this Broadcast shall incur an additional payment of €10,000.00 per annum for each of the years 2004 and 2005 to be paid quarterly in arrears – such payment to commence when the service commences.
- 2.3 All rights in the Repertoire not expressly licensed to RTÉ are expressly reserved and in particular (but not by way of limitation) no copyright in any Sound Recording howsoever used by RTÉ pursuant to this Licence shall become vested in RTÉ by virtue of this Licence AND IN PARTICULAR subject to clause 2.2 above nothing herein contained shall operate as a license from PPI authorising the Broadcast of the Repertoire by RTÉ for intended reception outside the Territory.

3. CONDITIONS OF USE

3.1 RTÉ must in so far as practicable ensure that the quality of any Sound Recording Broadcast is preserved for any person listening to or viewing the Broadcast.

3.2 RTÉ may not :-

3.2.1 Mix, re-mix, edit or re-edit (save to comply with broadcasting standards), any sound Recording from the Repertoire without the prior written consent of the Members from whom the rights in the relevant Sound Recordings derive. Such consents must be obtained from the copyright and/or legal department of the said Member PROVIDED always that this does not prevent RTÉ from interrupting, or shortening the Broadcast of any Sound Recording.

3.2.2 Incorporate any Sound Recording from the Repertoire in any commercial advertisements or endorsements or in any generic station promotions, station ident, or promos for non- Home Produced Programmes save when the said programme features the Sound Recording used as a promo, without the prior written consent of the Members from whom the rights in the relevant Sound Recordings derive. Such consents must be obtained from the copyright and/or legal department of the said Member

3.2.3 State or imply that any goods or services or programs are endorsed by or commercially associated with any Sound Recordings in the Repertoire or by any Member, band or artist or other party who owns rights in or in connection with such Sound Recordings.

4. ROYALTIES

4.1 RTÉ shall pay PPI the sum of €1,528,000.00 for the calendar year 2004 and this amount shall be increased in accordance with the consumer price index for the calendar year 2005 using the CPI figure released in mid-November 2004 as the adjusting factor.

5. PAYMENTS

5.1 RTÉ shall pay PPI quarterly in arrears upon presentation of an invoice, such invoice to be sent to Finance Director – Radio, Radio Centre, RTÉ, Donnybrook Dublin 4 on the first day of the final month of each quarter.

5.2 In the event that RTÉ shall not make any payment hereunder by the due date or within 14 working days thereafter then interest shall be paid to PPI by RTÉ in respect of the period for the due date until the date upon which the payment is received by PPI calculated in a daily basis at the rate of 3% per annum above DIBOR (Dublin Interbank Overnight Rate) for the time being in force provided that RTÉ shall have received from PPI an invoice for the amount not less than 15 days

before the due date.

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6. RTÉ REPORTING OBLIGATIONS

- 6.1 Detailed written returns of all Sound Recordings Broadcast shall be provided by RTÉ to PPI on a quarterly basis and shall include the title of the musical work on the Sound Recording, the name of the recording artist, the label on which the Sound Recording was released as a record in Ireland, the prefix number on the record and the duration for which the Sound Recording was Broadcast in each instance together with the date and time of the Broadcast. PPI reserves the right to amend vary or waive the requirements of this provision provided that if PPI wishes to change the frequency with which information has to be delivered then both parties will negotiate in good faith to achieve a solution by agreement.
- 6.2 RTÉ shall take all reasonable care to ensure the correctness of all the information required by paragraph 6.1 and to notify PPI in writing as soon as practicable on becoming aware of any errors or omissions in this respect.

7. WARRANTY / INDEMNITY

- 7.1 PPI warrants that there has been no significant increase or decrease in the number of its Members or the size of its Repertoire in recent years.
- 7.2 PPI further agrees that provided that RTÉ is not in fundamental breach of this agreement it will indemnify and keep it indemnified against any and all costs claims damages and liabilities in connection with any claim against RTÉ arising out of its use of Sound Recordings during the license period and PPI agrees to negotiate, pay and/or otherwise deal with any claim against RTÉ in respect of its use of Sound Recordings made against RTÉ during the period covered by this agreement where the Sound Recording the subject of the claim is not part of the Repertoire.

8. ASSIGNMENT

- 8.1 Neither party shall be entitled to assign or license the whole or any part of this agreement to any third party.

9. NOTICES

- 9.1 All notices given under this Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by facsimile transmission (receipt confirmed and with a confirmation copy sent by post) during normal business hours of the recipient; or on the fifth Business Day following posting, if posted by airmail (if to be sent to an address overseas) or registered post postage pre-paid (if to be sent to an address in country), in each case addressed as follows:

to PPI

Marked for the attention of Dick Doyle and /or Sean Murtagh

to RTÉ

Marked for the attention of Eamon Kennedy

or to such other addresses as the Parties may from time to time notify.

9.2 Routine communications relating to the performance of this Agreement may be conducted by electronic mail. However, the Parties acknowledge and agree that any communication by electronic mail shall not amount to notice in writing for the purposes of this clause

10. NO AGENCY

10.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11. VARIATION

11.1 This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the Parties.

12. WAIVER

12.1 Waivers of any rights or remedies under this Agreement may only be given in writing. No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair the right or remedy or operate to be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

13. SEVERABILITY

13.1 If any provision or part of a provision of this Agreement or its application to any Party is, or is found by any authority of competent jurisdiction to be invalid or unenforceable, then so far as it is invalid

or unenforceable it shall be given no effect and deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

13.2 Further, the Parties shall seek to negotiate in good faith an alternative provision or amendment limited to what is strictly necessary to ensure that the relevant provision is no longer unlawful or unenforceable but which, as far as reasonably practicable, substantially gives effect to the Parties' intentions at the date of this Agreement and provides (to the extent that this is legally possible) equivalent commercial benefits to those anticipated by the Parties at the date of this Agreement to be reasonably likely to result from the full performance of all of the provisions of the Agreement in accordance with their terms.

14. CONTRACT RIGHTS OF THIRD PARTIES

14.1 This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a Party to it and neither Party can declare itself a trustee of the rights under it for the benefit of any third party.

15. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Ireland and the Courts of the Republic of Ireland shall have jurisdiction to deal with any disputes in relation thereto.

IN WITNESS whereof the parties hereto have hereunder set their hands and affixed their seals the day and year first herein written.

SIGNED for and on behalf of
PPI in the presence of:

Alex Callan
Legal Executive
Dun-Laoghaire, Co. Dublin

Hel Shaly
Head of Legal Affairs

SIGNED for and on behalf of
RTÉ in the presence of:

Kieran Breen

Seamus Kennedy
Adrian Wynnes

- PPI, by letter of the 1st of December 1998, validly cancelled the above agreement which expired on the 31st of December 1998.
- An analysis of the Music Videos broadcast on BBC 1, 2, ITV and Channel 4 in 2000/2001 found that the duration of music videos as compared to the overall airtime of the AGICOA repertoire was 1.03%.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Article 1

- (1) In order to take account of the decreased use of Music Videos on the specified TV channels PPI and AGICOA agreed to decrease the PPI share of the Cable Royalties to 1.15% as of the 1st of January 1999 (broadcasting year).

Article 2

- (1) AGICOA will pay 1.15% of the total amount of Cable Royalties received from IMRO to directly PPI without any deductions other than its administrative fee which is 10.52% in 2004.
- (2) AGICOA shall credit PPI's bank account with the above share in the name of PPI and on behalf of all Irish and foreign Music Video producers and/or their assignees, when it distributes the Cable Royalties to its other rights-holders. As a general rule the royalties collected for the broadcasting year N will be put into distribution in the course of the year N + 1 however the royalties still remaining payable for the years 1999 to 2004 inclusive after the advance payments made by AGICOA shall be paid to PPI within fourteen days of the execution of this agreement.

Article 3

- (1) PPI executes this agreement on its own behalf and on behalf of all of its members who are Music Video producers and / or their assignees.
- (2) PPI agrees that provided AGICOA complies with the terms of this agreement that it will indemnify it against all costs, claims damages and liabilities in connection with any claim against AGICOA arising out of or by reason of the payment of monies to PPI pursuant to this agreement.

Article 4

- (1) PPI and AGICOA shall exchange any information about the global duration of the broadcasting of Music Videos in the Republic of Ireland.
- (2) In case AGICOA starts collecting royalties for the cable retransmission of additional TV channels the parties will apply the present agreement to those funds unless the new TV channels contain a substantially higher volume of

Music Videos. In the latter case the parties shall analyze whether the present agreement needs to be adjusted or whether a separate agreement should be negotiated between them.

- (3) The PPI share specified in article 1 (1) of the present agreement will be adapted in the event that either AGICOA or PPI present proof of a 10% variation in the present use of Music Videos.

Article 5

- (1) Any dispute that may arise in connection with this agreement shall be submitted to arbitration.
- (2) Each party shall appoint an arbitrator within twenty days after one party requests the other, by registered mail, to proceed with the settlement of the dispute through arbitration.
- (3) Twenty days after the appointment of the second arbitrator, the two arbitrators thus appointed shall elect a third arbitrator who shall assume the functions of President of the Arbitration Court. If within the time limits set forth herein one of the parties does not appoint its arbitrator or if the two arbitrators appointed by the parties cannot agree upon the appointment of the President of the Arbitration Court, the President of Law Society of Ireland (in the event that the arbitration is requested by PPI) or the President of the Court of First Instance of the Republic and Canton of Geneva (in the event that the arbitration is requested by AGICOA) shall, upon the more diligent party's request, appoint the defaulting arbitrator or the President of the Arbitration Court.
- (4) The Arbitration Court shall sit in Dublin or in Geneva; the venue shall be determined by the party that requests the arbitration.
- (5) The law of the venue chosen shall apply.

Article 6

- (1) This agreement will come into force on the date of its signature.
- (2) It shall cover the distribution of the Irish Music Video share of the Cable Royalties collected for the broadcasting years 1999 to 2006. After the end of the year 2006 this agreement will be automatically renewed for periods of one subsequent calendar year unless it is terminated by either of the parties giving written notice to the other party at least three months before the termination of the contract.

DICK DOYLE
CHIEF EXECUTIVE OFFICER
On behalf of PPI

On behalf of AGICOA



Phonographic
Performance
(Ireland)
Company
Limited by
Guarantee

PPI
63 Patrick Street
Dun Laoghaire
Co Dublin
Ireland

Tel: +353 1 280 5977
Email: info@ppimusic.ie
Web: www.ppimusic.ie

CHAIRMAN
Dennis Woods (UK)

DIRECTORS
P Creed
M Crossingham (UK)
A Donnelly
A Hennessy
W Kavanagh

Reg in Ireland as above
Reg. No. 27726

The Controller of Industrial Property
Patents Office
Government Buildings
Hebron Road
KILKENNY

25th November 2020

Our Ref: HS/

Cable Retransmissions

Dear Sir

PPI as the Irish Collecting society representing Sound Recording companies has certain rights in those TV and radio retransmissions. IMRO administers the agreement, collects the payments from the retransmissions and distributes the payments after deduction of administration fees amongst rights holders, being broadcasters and copyright collection agencies including PPI.

The Channels are:-

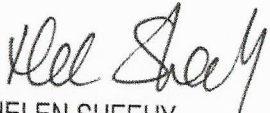
BBC: BBC 1 SD & HD, BBC 2 SD & HD, BBC 4 SD & HD, CBBC SD & HD, Cbeebies SD & HD, and BBC News SD & HD.

ITV: ITV 3, ITV 4,

PPI licences the retransmission in the Republic of Ireland of sound recordings other than sound recordings the relevant copyright in which is owned or controlled by BBC / ITV

PPI receives 2% of the per subscriber amount charged by the Broadcaster and other collection services to the relevant operator of the retransmission service.

Yours sincerely


HELEN SHEEHY
HEAD OF LEGAL AFFAIRS