

IMRO

Application for Registration Under Section 175 of Copyright and Related Rights Act 2000

S175(7)(e) & (f) Licensing Schemes Managed by Irish Music Rights Organisation:

1. Public Performance Licences

- (i)** Dual Copyright Music Licence Contract – in place for all public performance licensees from 1 January 2016
- (ii)** General Terms and Conditions Applicable to the Dual Copyright Music Contract and Related IMRO and PPI Tariffs
- (iii)** AC Dual Copyright Music Licence Contract – in place for all aircraft public performance licensees from 14 April 2019
- (iv)** Public Performance Licence - Over the Phone Licence from 20 March 2020
- (v)** Copyright Music Licence – IMRO Only – in place for licensees up to 31 December 2015
- (vi)** Copyright Music Licence - Premises charged under Tariff PVFI – IMRO Only – in place for licensees up 31 December 2015
- (vii)** Premises charged under Tariff LP, MS & LC
- (viii)** Premises charged under Tariff C
- (ix)** General Terms Applicable to Tariffs and IMRO ONLY Licenses July 2010
- (x)** Live Streaming Licence



Irish Music Rights Organisation CLG

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DUAL COPYRIGHT MUSIC LICENCE CONTRACT

Account Number

| | |
|--|------------------|
| Licensee Name | Premises Name |
| Licensee Address | Premises Address |
| CRO No: | |
| Mobile Phone No: | Email: |
| Additional Telephone No: | Contact Person: |
| Royalties due for the first Licence Year (see Schedule 1 for detailed calculation) | |
| IMRO Royalties (excluding VAT): | € |
| PPI Royalties (excluding VAT): | € |
| Total Royalties (excluding VAT): | € |
| Total Royalties including VAT at current (subject to variation) Standard Rate: | € |
| Term commencement date: | |

Part A: INTRODUCTION

1. BACKGROUND

Irish Music Rights Organisation CLG (“IMRO”) and Phonographic Performance (Ireland) CLG (“PPI”) provide services to the owners of copyright music and provide for the licensing of copyright in musical works and sound recordings respectively. Each of IMRO and PPI wish to grant the licensee specified above (the “Licensee”) a licence for the use of the musical works (in the case of IMRO) and sound recordings (in the case of PPI) (together, “Copyright Music”) in their respective repertoires at the Licensee’s premises specified above (the “Premises”).

2. STRUCTURE

2.1 **Part B** sets out the licence granted by IMRO. **Part C** sets out the licence granted by PPI which IMRO administers acting in its capacity as PPI’s agent. **Part D** sets out the common operating terms and conditions applicable to both licence grants. The Licensee acknowledges and agrees that: (i) the benefit of certain provisions of this Dual Licence Contract are intended to benefit IMRO and PPI; (ii) PPI shall be entitled to enforce the relevant provisions that apply to the PPI licence against the Licensee in its own right; and (iii) IMRO is entering into this Dual Licence Contract both in its own right, and as agent for and on behalf of PPI.

2.2 The General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs (the “Dual Licence General Terms”), together with the terms and conditions of the applicable IMRO tariffs and PPI tariffs, all of which are subject to change from time-to-time, are hereby deemed to be incorporated into and form an integral part hereof, all of which collectively constitute the “Dual Licence Contract”. Nothing herein shall restrict the Licensee’s rights under the Copyright and Related Rights Act 2000. Any capitalised terms used but not defined herein, shall have the applicable meaning set forth in the Dual Licence General Terms, IMRO tariff or PPI tariff, all of which are available at <http://www.imro.ie/duallicence> or upon request from IMRO.

Part B: IMRO LICENCE

3. Subject to the terms and conditions of this Dual Licence Contract, IMRO grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance at the Premises of any and every musical work (including any words associated with each such work) in the Repertoire Controlled by IMRO. IMRO reserves all rights not expressly granted in this Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. “Repertoire Controlled by IMRO” means any and all musical works (including any words associated with such works) in which rights to perform publicly and to authorise others to do the same are vested in IMRO at any given time.

Part C: PPI LICENCE

4. Subject to the terms and conditions of this Dual Licence Contract, PPI grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance at the Premises of any and every

recording in the Repertoire Controlled by PPI. PPI reserves all rights not expressly granted in this Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. “Repertoire Controlled by PPI” means any and all sound recordings in which rights to perform publicly and to authorise others to do the same are vested in PPI at any given time.

Part D: COMMON OPERATING TERMS AND CONDITIONS

5. TERM

5.1 The parties are deemed to have entered into this Dual Licence Contract as of the date on which it is signed by an authorised representative of IMRO.

5.2 This Dual Licence Contract shall remain in effect for consecutive annual Licence Years as further specified in section 6.2 below (collectively, the “Term”). The Term shall commence on the date indicated at the top of the first page of this Dual Licence Contract.

5.3 Except as may be otherwise expressly agreed by an authorised representative of IMRO in writing, this Dual Licence Contract supersedes all previous licence contracts and / or other agreements between the Licensee and each of IMRO and PPI relating to the subject matter hereof.

5.4 Notwithstanding section 5.3 above, if upon the commencement of the Term, royalty payments and / or other performance obligations of the Licensee are outstanding under any existing licence or contract as applicable, the Licensee shall continue to be liable to IMRO and / or PPI in respect of all such royalties and / or other outstanding performance obligations notwithstanding the commencement of the Term. Nothing in this Dual Licence Contract is intended or shall be interpreted as constituting a waiver by IMRO or PPI of their rights to enforce their respective pre-existing rights against the Licensee.

6. CALCULATION AND PAYMENT OF ROYALTIES

6.1 As consideration for the IMRO licence and PPI licence granted under this Dual Licence Contract, the Licensee shall pay to IMRO both the IMRO royalties and the PPI royalties (the “Royalties”) calculated in accordance with the IMRO tariffs and PPI tariffs in effect on the first day of the Licence Year, as applied in each case to the Performance Particulars as updated from time-to-time pursuant to section 8 below.

6.2 Royalties are payable for recurring twelve (12) consecutive month periods (each a “Licence Year”). The first Licence Year commences on the first day of the Term, with each subsequent Licence Year commencing on the anniversary of such date (each, a “Renewal Date”). All Royalties are due and payable on the first day of each Licence Year. Subject to section 6.1, the Royalties payable for the first Licence Year are set forth above on the first page of this Dual Licence Contract.

6.3 If the Licensee has permanently ceased to trade or has disposed of the Premises to which this Dual Licence Contract relates and has notified IMRO of such change in Performance Particulars pursuant to section 8.2, a credit in respect of the applicable portion of the Unit Royalties may be provided as specified in this Dual Licence Contract. However, Annual Royalties are non-refundable in all circumstances.

Part D: COMMON OPERATING TERMS AND CONDITIONS Continued

7. CHANGES IN TARIFFS

IMRO or PPI as appropriate, shall notify the Licensee of any revision made to the IMRO tariffs or PPI tariffs (excluding CPI inflation adjustments as set forth in the relevant tariff) in accordance with the Dual Licence General Terms.

8. PERFORMANCE PARTICULARS

8.1 At the commencement of the Term, the performances of musical works and sound recordings contemplated by the Licensee for the first Licence Year are set out in Schedule 1 (the "Performance Particulars"). The Performance Particulars will be varied from time-to-time to reflect the actual performances at the Premises during the Term as further specified below in this section 8.

8.2 The Licensee is required to notify IMRO in writing of any changes in the Performance Particulars within thirty (30) days of each change, and in any event, not more than (30) days after each Renewal Date. This notice must include sufficient information to enable IMRO to verify the change and to assess whether an adjustment to the Royalties is required. The Licensee shall provide IMRO with such additional information as IMRO may reasonably require in order to confirm whether an adjustment to the Royalties is required. IMRO shall review the notified change in the Performance Particulars and shall, as soon as reasonably practical, notify the Licensee of any adjustment to the Royalties. Failure by the Licensee to provide sufficient proof of the change in the declared Performance Particulars that entitles the Licensee to a reduction in Royalties, within the specified time limit will result in the Licensee being required to pay the Royalties as invoiced at the start of the relevant Licence Year. A declaration form is available at <http://www.imro.ie/duallicence> or upon request from IMRO. IMRO shall be under no obligation to make any adjustment to the Royalties payable following a change in Performance Particulars where the Licensee has failed to notify IMRO of such change in accordance with the requirements of this section 8.2.

8.3 Any adjustment to the Royalties following a change in Performance Particulars shall be made at the sole discretion of IMRO. Any adjustment to a Unit Royalty shall take effect from the date of change in Performance Particulars, or if the reason for the change in Performance Particulars is that the Licensee has permanently ceased to trade or has disposed of the Premises to which the licence relates, the relevant adjustment will take effect from the date of cessation or disposal; provided however, that in neither case shall such adjustment be backdated more than 12 months from the date of the Licensee's notification of the relevant change in Performance Particulars under section 8.2 above. Any such adjustment which has been approved by IMRO in accordance with the terms of this section 8, shall be reflected in a credit note or revised/supplemental invoice issued to the Licensee within a reasonable period following IMRO's verification of the relevant change(s) in Performance Particulars.

8.4 Where a change in the Performance Particulars has come to IMRO's attention, IMRO shall update the Performance Particulars to reflect the actual use of Copyright Music at the Premises.

8.5 If the Premises shall be temporarily or permanently used for any other performance(s) different in number or type from the Performance Particulars, the Royalties payable for such undeclared performances shall for such Licence Year, be charged at the relevant Royalty rate(s) set forth in the applicable tariff and the Licensee shall immediately pay IMRO any such additional Royalties due.

11. ACCEPTANCE OF TERMS

By signing (whether by hand, electronically or otherwise) this Dual Licence Contract, the Licensee hereby expressly confirms that it has accessed, reviewed, understands and agrees to be bound by the terms and conditions contained in the main body of this Dual Licence Contract, the Dual Licence General Terms, the IMRO tariff(s) and the PPI tariff(s).

SIGNED ON BEHALF OF THE LICENSEE BY

(indicate office held by signatory by ticking ONE of the following) Proprietor Company Secretary Director

FULL NAME OF SIGNATORY
(in Block Capitals)

Signed by IRISH MUSIC RIGHTS ORGANISATION CLG
for and on behalf of IMRO and PPI

.....
(Authorised Signatory)

Date signed by IMRO

THIS DUAL LICENCE CONTRACT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A BINDING CONTRACT OR LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED BY AN AUTHORISED REPRESENTATIVE OF IMRO AT IMRO'S HEAD OFFICE IN DUBLIN.

8.6 Each time the Performance Particulars are updated for any reason, Schedule 1 shall automatically be deemed to be amended to reflect such updates.

9. TERMINATION

Notwithstanding section 5.2 above, this Dual Licence Contract may be terminated as follows:

9.1 Either party may terminate this Dual Licence Contract by giving not less than thirty (30) days' prior written notice to the other party (by registered post).

9.2 If the Licensee fails to pay any Royalty due under this Dual Licence Contract or otherwise breaches any term or condition of this Dual Licence Contract, and then fails to pay the Royalty or otherwise rectify the breach within fourteen (14) days from the date of a written demand from IMRO for payment or other compliance as the case may be, then IMRO may immediately terminate this Dual Licence Contract by giving written notice to the Licensee.

9.3 This Dual Licence Contract shall automatically terminate upon the occurrence of any of the following: (i) the Licensee enters into liquidation, whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation) or, as appropriate, is declared bankrupt; or (ii) if an encumbrancer takes possession of, or a receiver (or an administrator as appropriate) is appointed over any of the property or assets of the Licensee or if any similar action in consequence of debt is taken against or suffered by the Licensee; or (iii) if an examiner is appointed to the Licensee or the Licensee otherwise enters into examinership; or (iv) if the Licensee, by virtue of section 570 of the Companies Act 2014, is deemed to be unable to pay its debts; or (v) if the Licensee takes, or seeks to take, advantage of any law relating to insolvency.

9.4 Upon the termination of this Dual Licence Contract for any reason: (i) the licences granted hereunder shall immediately terminate and any further use of Copyright Music at the Premises shall be unlicensed and shall constitute copyright infringement; (ii) no adjustment shall be made to any Annual Royalty; (iii) Unit Royalties will be adjusted on a prorated basis up to the date of termination; (iv) all outstanding Royalties due shall become immediately payable; and (v) except as expressly set forth in this Dual Licence Contract, the Licensee shall not be entitled to any credit or refund in respect of Royalties already paid.

10. DATA PROTECTION & MARKETING COMMUNICATIONS

Please review the section entitled 'Data Protection' in the Dual Licence General Terms, which explains how IMRO uses personal data both on its own behalf and as agent on behalf of PPI.

If you wish to receive IMRO marketing information and promotional emails please tick this box

If you wish to receive PPI marketing information and promotional emails please tick this box

However, this does not affect our right to communicate with you via email or otherwise for purposes of this Dual Licence Contract.

For further information on the data we collect and process please see our General Terms and Conditions applicable to the Dual Copyright Music Licence Contract and related IMRO and PPI Tariffs and our privacy policy at www.imro.ie/privacy-statement/

General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs

Date: 1 January 2019.

1. Introduction

- (a) These General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs (the "**Dual Licence General Terms**") are hereby incorporated into and form an integral part of the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI (the "**Dual Licence Contract**"). A breach of any term or condition of these Dual Licence General Terms shall constitute a breach of this Dual Licence Contract.
- (b) The Licensee acknowledges that this Dual Licence Contract, including the main body of this Dual Licence Contract, these Dual Licence General Terms and the IMRO tariffs and PPI tariffs are subject to change from time-to-time. IMRO shall notify the Licensee of any changes to this Dual Licence Contract by sending such notification to the Licensee at either its last known postal or email address or by sending an SMS message to the Licensee's last known mobile phone number. Notwithstanding the foregoing: (i) PPI (and not IMRO) shall notify the Licensee of any changes to the PPI tariffs; and (ii) neither IMRO nor PPI is required to provide notice of any changes in the IMRO tariffs or PPI tariffs that are due to CPI inflation adjustments as set forth in the relevant tariffs. Such changes shall take effect on the date specified in IMRO's notice to the Licensee. Subject to the foregoing, the Licensee agrees to be bound by the version of this Dual Licence Contract in force at any given time. Nothing herein shall restrict the Licensee's rights under the Copyright and Related Rights Act 2000.
- (c) In the event of any conflict between the constituent parts of this Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of this Dual Licence Contract; (ii) the relevant IMRO tariff or PPI tariff; and (iii) these Dual Licence General Terms.
- (d) Any capitalised terms used but not defined herein, shall have the applicable meaning set forth in the main body of this Dual Licence Contract, the relevant IMRO tariff or the relevant PPI tariff.

2. Tariffs

- (a) IMRO and PPI each publish their respective tariffs for general information purposes. The appropriate tariff or rate of Royalty applicable to a music user will be determined by IMRO (acting on its own behalf and also in its capacity as PPI's agent in the case of the administration of the PPI tariffs which are set by PPI alone) on the basis of all relevant circumstances. The IMRO tariffs are published through the Patents Office and may be obtained at <https://www.imro.ie/music-users/imro-ppi-tariffs/> or upon request from IMRO. The PPI tariffs are published through the Patents Office and may be obtained at <http://www.ppimusic.ie> and <https://www.imro.ie/music-users/imro-ppi-tariffs/> or upon request from PPI or IMRO. The IMRO tariffs and the PPI tariffs are hereby incorporated into and form an integral part of this Dual Licence Contract.
- (b) An applicant for a licence and all Licensees are required to give such information as may be necessary to enable IMRO to decide which IMRO tariff and/or PPI tariff is applicable and to determine the initial and continuing Royalties payable. The Licensee agrees to provide to IMRO the details of anticipated and actual use of Copyright Music at each location at which the Licensee is making Copyright Music available to the public, in the form required by IMRO from time-to-time during the Term of this Dual Licence Contract. If the information provided is inaccurate and leads

to the Licensee being undercharged in respect of IMRO royalties, the IMRO Higher Royalty tariff for all undeclared performances (if applicable) will apply to the undeclared music usage.

3. **Playlist Returns**

- (a) The Licensee shall, within thirty (30) calendar days of a request to do so, supply to IMRO by post, on the forms (electronic or otherwise) obtainable from IMRO, a list of all musical works and sound recordings, whether published or in manuscript, performed vocally, instrumentally, mechanically or digitally at the Premises, with the names of the composer, arranger, publisher and record producer of each such work and recording, and the number of times each has been performed (each, a "**Playlist Return**"), so as to assist IMRO in calculating the Royalties due under the applicable IMRO tariffs and PPI tariffs, and to allocate such Royalties.
- (b) Such Playlist Returns are to be made at such intervals specified by IMRO. If performances by CD/record players, tape machines and/or any other mechanical or digital means are covered by an IMRO licence or PPI licence, it shall be sufficient compliance with this condition to supply to IMRO an initial list of CDs/records, tapes and/or recordings in use, giving the title of each musical work recorded, the name of the composer (where this is shown on the CD/record or tape label) and the CD/record or tape make and number, with supplementary lists from time to time of any additions to or deletions from that list.
- (c) No Playlist Return is required of any musical work or sound recording in radio and/or television programmes whose broadcast and/or cable transmission may be covered by a separate IMRO licence and/or PPI licence with the broadcaster and/or cable operator.

4. **Additional Royalty Terms and Conditions**

- (a) Royalties consist of:
 - (i) "**Annual Royalties**" meaning Royalties calculated on an annual basis; and
 - (ii) "**Unit Royalties**" meaning Royalties that are calculated on a per session (or unit) basis;in each case as specified in the relevant IMRO tariff or PPI tariff.
- (b) The Licensee shall pay Value Added Tax on all Royalties.
- (c) All Royalties are payable on the applicable due date specified in this Dual Licence Contract.
- (d) Where IMRO, on its own behalf and / or as an agent of PPI, issues a licence for an occasional performance or series of performances, the Royalties due under that licence are due and payable against IMRO's invoice, or as otherwise stipulated by IMRO.
- (e) All Royalties are charged at the Royalty rate specified in the relevant tariff in force at the beginning of the Licence Year for which they are due or, in the case of a licence for an occasional performance, on the date of the performance which it covers.
- (f) If pursuant to any applicable provision of this Dual Licence Contract, any Royalty due is changed (eg, through either a change of tariff or a change in the Performance Particulars) on a date other than the Renewal Date: (i) IMRO (or as applicable PPI) shall notify the Licensee of such change pursuant to section 1(b) above; and (ii) the Licensee shall immediately pay IMRO any additional Royalties due. In the event of an overpayment by the Licensee (unless a refund is requested by

the Licensee and payable in accordance with this Dual Licence Contract), the amount of the reduction in the Royalties shall be credited against any Royalties due from the Licensee for the next Licence Year.

5. Receipts

- (a) To the extent an IMRO tariff or PPI tariff requires the Licensee to provide Receipts to ensure the correct calculation of Royalties, and the Licensee has paid an estimated amount of Royalties on account and in advance, the amount of such Royalties shall be adjusted in accordance with the Receipts when provided by the Licensee for the relevant Licence Year. In addition, the Licensee shall pay Royalties on account and in advance for the next Licence Year on the basis of those Receipts. For purposes of this section 5, "**Receipts**" means box office/admission receipts, z reads, fire capacity certificates or other comparable financial/attendance data.
- (b) If the Licensee fails to inform IMRO of a change in Performance Particulars pursuant to section 8.2 of the main body of this Dual Licence Contract, or fails to provide Receipts pursuant to section 5(a) above, IMRO shall be entitled to estimate the relevant receipts and submit an invoice for Royalties in accordance with that estimate. Any such estimate shall be adjusted to conform to the actual figures if and when the Licensee has furnished the requisite Receipts; provided however, that no adjustment will take place more than thirty (30) days after the end of the Licence Year to which such Receipts pertain.

6. Licence Exclusions

No IMRO licence granted under this Dual Licence Contract shall as applicable, extend to or authorise:

- (a) the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;
- (b) the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;
- (c) the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work however performed:
 - (i) where the total duration of the excerpt or excerpts in the course of the same programme is more than 25 minutes; and/or
 - (ii) where the excerpt or excerpts are a potted version of the work; and/or
 - (iii) where the excerpt or excerpts are/or cover a complete act of the work;

- (d) the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes;
- (e) the performance of any musical work specially written for a son-et-lumiere production when performed in or in conjunction with that production;
- (f) the performance of any musical work (which is not itself a dramatico-musical work or part of a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with that dramatic work;
- (g) the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- (h) the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- (i) the performance of any work adapted to a dramatic form;
- (j) the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts of the premises (unless such acts are specifically included in the performance particulars); or
- (k) the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

No PPI licence granted under this Dual Licence Contract shall as applicable, extend to or authorise:

- (l) the making of copies of sound recordings (e.g. the copying of CDs onto music systems). If you use a music supply service, you are responsible for ensuring that the service is licensed to copy recorded music;
- (m) the mixing or editing or tampering with any sound recording; or
- (n) the playing in public of an infringing copy of a sound recording such as a bootleg, counterfeit or pirated copy of a sound recording.

7. Data Protection

- (a) For purposes of this section 7, the terms "data subject", "data controller", "joint controller" "personal data" and "processing" have the meanings ascribed to them in the Data Protection Acts 1988 to 2018 (as amended, superseded or replaced from time to time) and the General Data Protection Regulation (together referred to herein as the "**DPA**").
- (b) Some information that IMRO obtains relating to this Dual Licence Contract, or that a Licensee otherwise provides to IMRO, may comprise personal data. For the purposes of the DPA:
 - IMRO is the data controller where it processes personal data on its own behalf as data controller for its own business purposes in relation to this Licence Contract; including administering the Licensee's IMRO licence, collecting IMRO licence

Royalties, carrying out IMRO's obligations and enforcing and defending its rights under this Dual Licence Contract;

- IMRO is joint controller with PPI in respect of personal data for which the means and purpose of processing is jointly determined by IMRO and PPI;

IMRO acts as the Data Processor in its capacity as agent for PPI (and on behalf of PPI as data controller) where it processes personal data on behalf of PPI to administer the Licensee's PPI licence, collect PPI licence Royalties, carry out PPI's obligations and enforce and defend PPI's rights under this Dual Licence Contract.

- (c) IMRO collect and processes this data to manage and administer the relationship between the Licensee on the one hand and, IMRO and PPI on the other.

The legal grounds for collecting your personal data are:

- to enable IMRO and PPI perform the Dual Licence Contract with you;
- to comply with IMRO and PPI's obligations as registered Licensing Bodies under the Copyright and Related Rights Acts;
- to carry out IMRO and PPI's obligations as Collective Management Organisations under the European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016;
- to enable IMRO to perform its contractual obligations as agent for PPI; and
- to further IMRO and PPI's legitimate business interests where appropriate and where such interests are not overridden by your interests or fundamental rights and freedoms.

If you do not provide the personal data which we need or help us keep your data up to date when requested, we may not be in a position to enter into/fulfil this Dual Licence Contract. As a result, you will not be in a position to use copyright music in your business.

- (d) IMRO and PPI do not transfer your personal data outside the EEA.
- (e) The time periods for which IMRO and PPI retain your Personal Data depend on the purposes for which IMRO and PPI use it. IMRO and PPI will keep your Personal Data for no longer than is required or permitted. In the case of this Dual Music Dual Licence Contract the data will be held by IMRO and PPI for the duration of your licence and for a further six years thereafter, to reflect the six year statute of limitations for contractual claims in Ireland. A copy of our Data Retention Policies is available on request.
- (f) You have the following rights in relation to your Personal data which is held by IMRO or PPI ("we" and "us"):
- the right to access the personal data we hold about you;
 - the right to require us to rectify any inaccurate personal data about you without undue delay;
 - the right to have us erase any personal data we hold about you in circumstances such as where it is no longer necessary for us to hold the information for your use of our services;
 - if you have given and now wish to withdraw your consent to the processing;
 - the right to object to us processing personal data about you for direct marketing;
 - the right to ask us to provide your information to you in a portable format or, where technically feasible, for us to port that information to another service

- provider provided it does not result in a disclosure of personal data relating to other people;
- the right to request a restriction of the processing of your personal data; and
- The right to lodge a complaint with the Data Protection Commissioner.

Where our processing of your personal data is based on your consent to such processing, you have the right to withdraw that consent at any time but any processing that we have carried out before you withdrew your consent remains lawful.

If you wish to avail of these rights, a request must be submitted in writing to **IMRO** at dpo@imro.ie or to **PPI** at GDPR@ppimusic.ie. In order to protect your privacy, you may be asked to provide suitable proof of identification before IMRO and/or PPI can process your request.

For further information on the data IMRO and PPI collect and process please see IMRO's privacy statement at www.imro.ie/privacy-statement and PPI's privacy policy at www.ppimusic.ie/about-ppi/privacy-policy-Licensees.

Information on IMRO's Data Protection Officer (DPO) is available on request and IMRO's DPO may be contacted at dpo@imro.ie. Information on PPI's Data Protection Contact is available on request from PPI and PPI's Data Protection Contact may be contacted at GDPR@ppimusic.ie

- (g) IMRO (and PPI) may also use personal data to respond to any queries or other communications that the Licensee submits to IMRO (or PPI), to notify the Licensee about changes to the IMRO tariffs or PPI tariffs, and for direct marketing purposes where the Licensee has opted in to receive information in relation to our services and our organisation.
- (h) The IMRO Privacy Statement (which is available on IMRO's website at www.imro.ie/privacy-statement) sets out further details of how IMRO may use the Licensee's personal data (on its own behalf or on behalf of PPI, as applicable). The PPI Privacy Statement (which is available on PPI's website at www.ppimusic.ie/about-ppi/privacy-policy-Licensees) provides details on how PPI uses Licensee personal data. These Privacy Statements, as amended from time to time, are hereby incorporated into this Dual Licence Contract and form an integral part of it, so please read and familiarise yourself with their terms. .
- (i) Please direct any questions regarding IMRO's processing of personal data (on its own behalf or on behalf of PPI) to IMRO at Irish Music Rights Organisation Limited, Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 or by email to dpo@imro.ie, in each case marked for the attention of the Data Protection Officer - IMRO.
- (j) Please direct any questions regarding PPI's processing of personal data to PPI at 63 Patrick Street, Dun Laoghaire, Co Dublin or by email to GDPR@ppimusic.ie, in each case marked for the attention of the Data Protection Contact - PPI.

8. General

- (a) **Change of Address.** The Licensee shall give prompt written notice to IMRO of any change in the physical or email address of the Licensee or the Premises or of any change in the name of the Premises.

- (b) **Severability.** The benefits of each of the provisions set out in this Dual Licence Contract, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. While any term or condition in this Dual Licence Contract (including without limitation, any restrictions contained in this Dual Licence Contract) are considered by the parties to be reasonable in all the circumstances, it is hereby agreed that in the event of any provision of this Dual Licence Contract being found to be void or otherwise unenforceable, but such provision nonetheless being valid if some part thereof were deleted or if the period or area of application were reduced or the range of activities were limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.
- (c) **Waiver.** No relaxation, forbearance or delay by IMRO or PPI in enforcing any provision of this Dual Licence Contract, or in exercising any right or remedy to which it is entitled under this Dual Licence Contract, shall constitute a waiver or prejudice, affect or restrict the rights and powers of IMRO or PPI. No waiver of any provision of this Dual Licence Contract by IMRO or PPI shall be effective unless made in writing and signed by an authorised representative of IMRO or PPI. The waiver of any breach of this Dual Licence Contract by IMRO or PPI shall not constitute a waiver of any subsequent or other breach.
- (d) **No Assignment.** The Licensee shall not assign this Dual Licence Contract (or part with the possession of the licences), or delegate any of its rights or obligations under this Dual Licence Contract, without in each and every case, the express prior written consent of an authorised representative of IMRO.
- (e) **IMRO's Right of Entry.** IMRO, through its auditor or representative, shall have the right of access during normal business hours to the Premises licensed by IMRO (both in its own right and as PPI's agent), solely for the purpose of checking the Performance Particulars on which the Royalties payable are calculated, for which purpose the Licensee shall make available all necessary personnel and information during such inspection.
- (f) **IMRO's Right of Audit.** IMRO shall at its request and at its expense, on reasonable written notice to the Licensee, be entitled to appoint a third party selected by IMRO (the "Auditor") to inspect during normal business hours, such of the relevant books, records, VAT returns and other information (to include both hard copy and soft copy files and documents) (collectively "Books and Records") of the Licensee as IMRO and the Auditor deem necessary for the purpose of verification of the Performance Particulars and other information upon which the Royalties are calculated, and for the purpose of otherwise verifying whether the conduct of the Licensee is in accordance with the terms of this Dual Licence Contract.

The Licensee and the Auditor shall enter into a Non-Disclosure Agreement, which in addition to protecting the confidentiality of the Books and Records, shall specify that:

- provided there is not an under-declaration by the Licensee of greater than 5% of the correct Royalties payable for the period audited, the only disclosure requirement of the Auditor and the Licensee to IMRO in respect of the audit shall be the amount of and reason for the under-declaration, and
- if there is an under-declaration by the Licensee of greater than 5% of the correct Royalties payable for the period audited, the Auditor shall be entitled to make full disclosure to IMRO of the Auditor's audit records and related documents, including copies of all relevant Books and Record, provided however that IMRO shall only be permitted to use such information for purposes of enforcing its rights under this Dual Licence Contract.

In addition, if on conducting any such audit, it is revealed that an under-declaration by the Licensee of greater than 7% of the correct Royalties payable for the period audited has occurred solely as a result of the Licensee's under-declaration of Receipts pursuant to section 5 above, all IMRO's costs of the audit will be borne by the Licensee.

In all cases where an audit reveals an under-declaration by the Licensee of Royalties, of whatever amount and for whatever reason, the Licensee shall promptly pay IMRO the additional Royalties calculated by IMRO (at the applicable higher Royalty rate(s)) that are due based on the audited figures and Performance Particulars.

The Licensee shall cooperate with the Auditor in connection with any audit conducted pursuant to the section 8(f).

- (g) **Governing Law and Jurisdiction.** This Dual Licence Contract shall be governed by and construed in accordance with the laws of Ireland. The parties hereby agree to submit to the exclusive jurisdiction of the Irish courts seated in Dublin, irrespective of the place in which this Dual Licence Contract is executed or deemed to be executed.
- (h) **Survival.** Those terms and conditions which by their nature are intended to survive the termination of this Dual Licence Contract (irrespective of the reason for such termination) shall so survive, including without limitation, those terms applicable to the following matters: IMRO and PPI's reservation of their respective copyrights; Royalty and related terms to the extent Royalties remain outstanding as of termination; data protection; IMRO's rights of entry and audit; and governing law and jurisdiction.

End of Dual Licence General Terms



Irish Music Rights Organisation CLG
 Copyright House, Pembroke Row,
 Lower Baggot Street, Dublin 2,
 D02 HW59, Ireland.

T: +353 1 661 4844
 F: +353 1 676 3125

E: customerfirst
 @imro.ie
 www.imro.ie

VAT No: IE 4871521b
 Registered No: 133321

THE
 DUAL
 MUSIC
 LICENCE

AC DUAL COPYRIGHT MUSIC LICENCE CONTRACT

| |
|----------------|
| Account Number |
|----------------|

| | |
|--------------------------|-----------------|
| Licensee Name: | |
| Licensee Address: | |
| CRO No: | |
| Mobile Phone No: | Email: |
| Additional Telephone No: | Contact Person: |
| Term commencement date: | |

Part A: INTRODUCTION

1. BACKGROUND

Irish Music Rights Organisation CLG ("IMRO") and Phonographic Performance (Ireland) CLG ("PPI") provide services to the owners of copyright music and provide for the licensing of copyright in musical works and sound recordings respectively. Each of IMRO and PPI wish to grant the licensee specified above (the "Licensee") a licence for the use of the musical works (in the case of IMRO) and sound recordings (in the case of PPI) (together, "Copyright Music") in their respective repertoires in aircraft registered in Ireland in the name of the Licensee or used by the Licensee in its business as an airline (the "Aircraft").

2. STRUCTURE

2.1 Part B sets out the licence granted by IMRO. Part C sets out the licence granted by PPI which IMRO administers acting in its capacity as PPI's agent. Part D sets out the common operating terms and conditions applicable to both licence grants. The Licensee acknowledges and agrees that: (i) the benefit of certain provisions of this AC Dual Licence Contract are intended to benefit IMRO and PPI; (ii) PPI shall be entitled to enforce the relevant provisions that apply to the PPI licence against the Licensee in its own right; and (iii) IMRO is entering into this AC Dual Licence Contract both in its own right, and as agent for and on behalf of PPI.

2.2 The terms and conditions of the applicable IMRO tariffs and PPI tariffs, which are subject to change from time-to-time, are hereby deemed to be incorporated into and form an integral part hereof, and collectively constitute the "AC Dual Licence Contract". Nothing herein shall restrict the Licensee's rights under the Copyright and Related Rights Act 2000. Any capitalised terms used but not defined herein, shall have the applicable meaning set forth in the IMRO Tariff AC or PPI Tariff 26, which are available at <http://www.imro.ie/duallicence> or upon request from IMRO.

Part B: IMRO LICENCE

3. Subject to the terms and conditions of this AC Dual Licence Contract, IMRO grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance in the Aircraft of any and every musical work (including any words associated with each such work) in the Repertoire Controlled by IMRO. IMRO reserves all rights not expressly granted in this AC Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. "Repertoire Controlled by IMRO" means any and all musical works (including any words associated with such works) in which rights to perform publicly and to authorise others to do the same are vested in IMRO at any given time.

Part C: PPI LICENCE

4. Subject to the terms and conditions of this AC Dual Licence Contract, PPI grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance in the Aircraft of any and every recording in the Repertoire Controlled by PPI during boarding and disembarkation of the Aircraft only. PPI reserves all rights not expressly granted in this AC Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. "Repertoire Controlled by PPI" means any and all sound recordings in which rights to perform publicly and to authorise others to do the same are vested in PPI at any given time.

Part D: COMMON OPERATING TERMS AND CONDITIONS

5. TERM

5.1 The parties are deemed to have entered into this AC Dual Licence Contract as of the date on which it is signed by an authorised representative of IMRO.

5.2 This AC Dual Licence Contract shall remain in effect for consecutive annual licence years (collectively, the "Term"). The Term shall commence on the date indicated at the top of the first page of this AC Dual Licence Contract.

5.3 Except as may be otherwise expressly agreed by an authorised representative of IMRO in writing, this AC Dual Licence Contract supersedes all previous licence contracts between the Licensee and each of IMRO and PPI relating to the subject matter hereof.

5.4 Notwithstanding Clause 5.3 above, if upon the commencement of the Term, royalty payments and / or other performance obligations of the Licensee are outstanding under any existing licence or contract as applicable, the Licensee shall continue to be liable to IMRO and / or PPI in respect of all such royalties and / or other outstanding performance obligations notwithstanding the commencement of the Term. Nothing in this AC Dual Licence Contract is intended or shall be interpreted as constituting a waiver by IMRO or PPI of their rights to enforce their respective pre-existing rights against the Licensee.

6. CALCULATION AND PAYMENT OF ROYALTIES

6.1 As consideration for the IMRO licence and PPI licence granted under this AC Dual Licence Contract, the Licensee shall pay to IMRO both the IMRO royalties and the PPI royalties (the "Royalties") calculated in accordance with the IMRO Tariff AC and the PPI Tariff 26 in effect on the first day of the Licence Year, as applied in each case to the performance particulars as updated from time-to-time pursuant to this Clause 6.

6.2 The Licensee shall supply to IMRO within the periods stated below the following Performance Particulars:

- a) Annually on the 1st of January but not later than the 31st of January, an estimate for that year of:
 - iv. The total number of passengers to be carried to whom music will be audible during take-off and landing;
 - v. The total number of hours to be flown by the Aircraft equipped for the performance of in-flight music;
 - vi. The total number of stage flights to be flown by the Aircraft equipped for the performance of in-flight music;
 - vii. The number of passengers who will listen to in-flight music; and,
 - viii. The number of individual Aircraft on which boarding and disembarkation music was performed during the licence year ending on the following 31st of December.
- b) By the end of the 31st of January, the actual statistics as referred to in paragraph (a) above for the preceding licence year.
- c) Such other information as IMRO or PPI may require under IMRO Tariff AC or PPI Tariff 26 as the case may be.

6.3 The Licensee shall pay to IMRO:

- i. Annually on the 1st of January but no later than the 31st of January, a sum calculated in accordance with the estimated figures referred to in Clause 6.2(a) above and at the charges set out in IMRO's Tariff AC and PPI's Tariff 26;
- ii. Upon notification of the statistics required under Clause 6.2(b) above, a sum being the balance between the payment made under Clause 6.3(i) above and the sum calculated in accordance with the actual statistics supplied under Clause 6.2(b); and,
- iii. Such other royalty as may be chargeable under Tariff AC and/or Tariff 26 for the time being.

6.4 Where the balance between the Royalty charges calculated in accordance with the statistics supplied in paragraphs (a) and (b) of Clause 6.2 results in a credit due to the Licensee, an adjustment will be made by way of a refund by IMRO to the Licensee.

6.5 The Licensee shall supply IMRO with details of the musical works publicly performed in the Aircraft.

6.6 All sums due to IMRO under this AC Dual Music Licence Contract are subject to an adjustment so as to include within the amount or amounts payable a sum in respect of Value Added Tax at the relevant rate.

7. TARIFFS

IMRO and PPI each publish their respective tariffs for general information purposes. The appropriate rate of Royalty applicable to the Licensee will be determined by IMRO (acting on its own behalf and also in its capacity as PPI's agent in the case of the administration of the PPI Tariff 26 which is set by PPI alone) on the basis of all relevant circumstances. The IMRO AC Tariff is published through the Patents Office and may be obtained at <http://www.imro.ie/duallicence> or upon request from IMRO. The PPI Tariff 26 is published through the Patents Office and may be obtained at <http://www.ppimusic.ie> and <http://www.imro.ie/duallicence> or upon request from PPI or IMRO. The IMRO AC Tariff and the PPI Tariff 26 are hereby incorporated into and form an integral part of this AC Dual Licence Contract.

8. CHANGES TO AC DUAL MUSIC LICENCE CONTRACT AND TARIFFS

The Licensee acknowledges that this AC Dual Licence Contract, including the main body of this AC Dual Licence Contract and the IMRO Tariff AC and PPI Tariff 26 are subject to change from time-to-time. IMRO shall notify the Licensee of any changes to this AC Dual Licence Contract by sending such notification to the Licensee at either its last known postal or email address or by sending an SMS message to the Licensee's last known mobile phone number. Notwithstanding the foregoing: (i) PPI (and not IMRO) shall notify the Licensee of any changes to the PPI Tariff 26; and (ii) neither IMRO nor PPI is required to provide notice of any changes in the IMRO Tariff AC or PPI Tariff 26 that is due to CPI inflation adjustments as set forth in the relevant tariffs. Such changes shall take effect on the date specified in IMRO's notice to the Licensee. Changes to IMRO's Tariff AC or PPI's Tariff 26 made by IMRO or PPI respectively (excluding CPI inflation adjustments) will only take effect on the expiration of the term of the tariff which is applicable when such changes are made. Subject to the foregoing, the Licensee agrees to be bound by the version of this AC Dual Licence Contract in force at any given time. Nothing herein shall restrict the Licensee's rights under the Copyright and Related Rights Act 2000.

9. Licence Exclusions

No IMRO licence granted under this Dual Licence Contract shall as applicable, extend to or authorise:

9.1 the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes or by means of in-flight entertainment in the Aircraft. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;

9.2 the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes or by means of in-flight entertainment in the Aircraft. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;

9.3 the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work however performed:

- i. where the total duration of the excerpt or excerpts in the course of the same programme is more than 25 minutes; and/or
- ii. where the excerpt or excerpts are a potted version of the work; and/or
- iii. where the excerpt or excerpts are or cover a complete act of the work;

9.4 the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes or by means of in-flight entertainment in the Aircraft;

9.5 the performance of any musical work specially written for a son-et-lumiere production when performed in or in conjunction with that production;

9.6 the performance of any musical work (which is not itself a dramatico-musical work or part of a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with that dramatic work;

9.7 the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;

9.8 the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;

9.9 the performance of any work adapted to a dramatic form;

9.10 the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts of the Aircraft; or

9.11 the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

No PPI licence granted under this AC Dual Licence Contract shall as applicable, extend to or authorise:

9.12 the public performance of music on the Aircraft at any time other than embarking and disembarking;

9.13 the making of copies of sound recordings (e.g. the copying of CDs onto music systems). If you use a music supply service, you are responsible for ensuring that the service is licensed to copy recorded music;

9.14 the mixing or editing or tampering with any sound recording; or

9.15 the playing in public of an infringing copy of a sound recording such as a bootleg, counterfeit or pirated copy of a sound recording.

10. TERMINATION

Notwithstanding Clause 5.2 above, this AC Dual Licence Contract may be terminated as follows:

10.1 Either party may terminate this AC Dual Licence Contract by giving not less than thirty (30) days' prior written notice to the other party (by registered post) to expire on the 31st of December in any year.

10.2 If the Licensee fails to pay any Royalty due under this AC Dual Licence Contract or otherwise breaches any term or condition of this AC Dual Licence Contract, and then fails to pay the Royalty or otherwise rectify the breach within fourteen (14) days from the date of a written demand from IMRO for payment or other compliance as the case may be, then IMRO may immediately terminate this AC Dual Licence Contract by giving written notice to the Licensee.

10.3 This AC Dual Licence Contract shall automatically terminate upon the occurrence of any of the following: (i) the Licensee enters into liquidation, whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation) or, as appropriate, is declared bankrupt; or (ii) if an encumbrancer takes possession of, or a receiver (or an administrator as appropriate) is appointed over any of the property or assets of the Licensee or if any similar action in consequence of debt is taken against or suffered by the Licensee; or (iii) if an examiner is appointed to the Licensee or the Licensee otherwise enters into examinership; or (iv) if the Licensee, by virtue of section 570 of the Companies Act 2014, is deemed to be unable to pay its debts; or (v) if the Licensee takes, or seeks to take, advantage of any law relating to insolvency.

10.4 Upon the termination of this AC Dual Licence Contract for any reason: (i) the licences granted hereunder shall immediately terminate and any further use of Copyright Music in the Aircraft shall be unlicensed and shall constitute copyright infringement; (ii) Royalties will be adjusted on a prorated basis up to the date of termination; (iii) all outstanding Royalties due shall become immediately payable; and (iv) except as expressly set forth in this AC Dual Licence Contract, the Licensee shall not be entitled to any credit or refund in respect of Royalties already paid.

11. GENERAL PROVISIONS

11.1 In the event of any conflict between the constituent parts of this AC Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of this AC Dual Licence Contract; and (ii) the relevant IMRO Tariff AC or PPI Tariff 26.

11.2 Any capitalised terms used but not defined herein, shall have the applicable meaning set forth in the main body of this AC Dual Licence Contract, the relevant IMRO Tariff AC or PPI Tariff 26.

11.3 **Change of Address.** The Licensee shall give prompt written notice to IMRO of any change in the physical or email address of the Licensee..

- 11.4 Severability.** The benefits of each of the provisions set out in this AC Dual Licence Contract, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. While any term or condition in this AC Dual Licence Contract (including without limitation, any restrictions contained in this AC Dual Licence Contract) are considered by the parties to be reasonable in all the circumstances, it is hereby agreed that in the event of any provision of this AC Dual Licence Contract being found to be void or otherwise unenforceable, but such provision nonetheless being valid if some part thereof were deleted or if the period or area of application were reduced or the range of activities were limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.
- 11.5 Waiver.** No relaxation, forbearance or delay by IMRO or PPI in enforcing any provision of this AC Dual Licence Contract, or in exercising any right or remedy to which it is entitled under this AC Dual Licence Contract, shall constitute a waiver or prejudice, affect or restrict the rights and powers of IMRO or PPI. No waiver of any provision of this AC Dual Licence Contract by IMRO or PPI shall be effective unless made in writing and signed by an authorised representative of IMRO or PPI. The waiver of any breach of this AC Dual Licence Contract by IMRO or PPI shall not constitute a waiver of any subsequent or other breach.
- 11.6 No Assignment.** The Licensee shall not assign this AC Dual Licence Contract (or part with the possession of the licences), or delegate any of its rights or obligations under this AC Dual Licence Contract, without in each and every case, the express prior written consent of an authorized representative of IMRO.
- 11.7 IMRO's Right of Audit.** IMRO shall at its request and at its expense, on reasonable written notice to the Licensee, be entitled to appoint a third party selected by IMRO (the "Auditor") to inspect during normal business hours, such of the relevant books, records, VAT returns and other information (to include both hard copy and soft copy files and documents) (collectively "Books and Records") of the Licensee as IMRO and the Auditor deem necessary for the purpose of verification of the Performance Particulars and other information upon which the Royalties are calculated, and for the purpose of otherwise verifying whether the conduct of the Licensee is in accordance with the terms of this AC Dual Licence Contract.
- The Licensee and the Auditor shall enter into a Non-Disclosure Agreement, which in addition to protecting the confidentiality of the Books and Records, shall specify that:
- provided there is not an under-declaration by the Licensee of greater than 5% of the correct Royalties payable for the period audited, the only disclosure requirement of the Auditor and the Licensee to IMRO in respect of the audit shall be the amount of and reason for the under-declaration, and
 - if there is an under-declaration by the Licensee of greater than 5% of the correct Royalties payable for the period audited, the Auditor shall be entitled to make full disclosure to IMRO of the Auditor's audit records and related documents, including copies of all relevant Books and Record, provided however that IMRO shall only be permitted to use such information for purposes of enforcing its rights under this AC Dual Licence Contract.
- In addition, if on conducting any such audit, it is revealed that an under-declaration by the Licensee of greater than 7% of the correct Royalties payable for the period audited has occurred solely as a result of the Licensee's under-declaration pursuant to Clause 6 above, all IMRO's costs of the audit will be borne by the Licensee.
- In all cases where an audit reveals an under-declaration by the Licensee of Royalties, of whatever amount and for whatever reason, the Licensee shall promptly pay IMRO the additional Royalties calculated by IMRO (at the applicable higher Royalty rate(s) and excluding the 10% reduction applicable to the IMRO Tariff AC) that are due based on the audited figures and Performance Particulars.
- The Licensee shall cooperate with the Auditor in connection with any audit conducted pursuant to Clause 11.7.
- 11.8 Governing Law and Jurisdiction.** This AC Dual Licence Contract shall be governed by and construed in accordance with the laws of Ireland. The parties hereby agree to submit to the exclusive jurisdiction of the Irish courts seated in Dublin, irrespective of the place in which this AC Dual Licence Contract is executed or deemed to be executed.
- For further information on the data IMRO and PPI collect and process please see IMRO's privacy statement at www.imro.ie/privacy-statement and PPI's privacy policy at www.ppimusic.ie/about-ppi/privacy-policy-Licensees. Information on IMRO's Data Protection Officer (DPO) is available on request and IMRO's DPO may be contacted at dpo@imro.ie. Information on PPI's Data Protection Contact is available on request from PPI and PPI's Data Protection Contact may be contacted at GDPR@ppimusic.ie
- 11.9 Survival.** Those terms and conditions which by their nature are intended to survive the termination of this AC Dual Licence Contract (irrespective of the reason for such termination) shall so survive, including without limitation, those terms applicable to the following matters: IMRO and PPI's reservation of their respective copyrights; Royalty and related terms to the extent Royalties remain outstanding as of termination; data protection; IMRO's rights of entry and audit; and governing law and jurisdiction.
- 12. DATA PROTECTION & MARKETING COMMUNICATIONS**
- 12.1** For purposes of this Clause 12, the terms "data subject", "data controller", "joint controller" "personal data" and "processing" have the meanings ascribed to them in the Data Protection Acts 1988 to 2018 (as amended, superseded or replaced from time to time) and the General Data Protection Regulation (together referred to herein as the "DPA").
- 12.2** Some information that IMRO obtains relating to this Dual Licence Contract, or that a Licensee otherwise provides to IMRO, may comprise personal data. For the purposes of the DPA:
- IMRO is the data controller where it processes personal data on its own behalf as data controller for its own business purposes in relation to this Licence Contract; including administering the Licensee's IMRO licence, collecting IMRO licence Royalties, carrying out IMRO's obligations and enforcing and defending its rights under this Dual Licence Contract;
 - IMRO is joint controller with PPI in respect of personal data for which the means and purpose of processing is jointly determined by IMRO and PPI;
- IMRO acts as the Data Processor in its capacity as agent for PPI (and on behalf of PPI as data controller) where it processes personal data on behalf of PPI to administer the Licensee's PPI licence, collect PPI licence Royalties, carry out PPI's obligations and enforce and defend PPI's rights under this Dual Licence Contract.
- 12.3** IMRO collect and processes this data to manage and administer the relationship between the Licensee on the one hand and, IMRO and PPI on the other.
- The legal grounds for collecting your personal data are:
- to enable IMRO and PPI perform the Dual Licence Contract with you;
 - to comply with IMRO and PPI's obligations as registered Licensing Bodies under the Copyright and Related Rights Acts;
 - to carry out IMRO and PPI's obligations as Collective Management Organisations under the European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016;
 - to enable IMRO to perform its contractual obligations as agent for PPI
 - to further IMRO and PPI's legitimate business interests where appropriate and where such interests are not overridden by your interests or fundamental rights and freedoms.
- If you do not provide the personal data which we need or help us keep your data up to date when requested, we may not be in a position to enter into/fulfil this Dual Licence Contract. As a result, you will not be in a position to use copyright music in your business.
- 12.4** IMRO and PPI do not transfer your data outside the EEA.
- 12.5** The time periods for which IMRO and PPI retain your Personal Data depend on the purposes for which IMRO and PPI use it. IMRO and PPI will keep your Personal Data for no longer than is required or permitted. In the case of this AC Dual Music Dual Licence Contract the data will be held by IMRO and PPI for the duration of your licence and for a further six years thereafter, to reflect the six year statute of limitations for contractual claims in Ireland. A copy of our Data Retention Policies are available on request.
- 12.6** You have the following rights in relation to your Personal data which is held by IMRO or PPI ("we" and "us"):
- the right to access the personal data we hold about you;
 - the right to require us to rectify any inaccurate personal data about you without undue delay;
 - the right to have us erase any personal data we hold about you in circumstances such as where it is no longer necessary for us to hold the information for your use of our services;
 - if you have given and now wish to withdraw your consent to the processing;
 - the right to object to us processing personal data about you for direct marketing;
 - the right to ask us to provide your information to you in a portable format or, where technically feasible, for us to port that information to another service provider provided it does not result in a disclosure of personal data relating to other people;
 - the right to request a restriction of the processing of your personal data; and
 - the right to lodge a complaint with the Data Protection Commissioner.
- Where our processing of your personal data is based on your consent to such processing, you have the right to withdraw that consent at any time but any processing that we have carried out before you withdrew your consent remains lawful.
- If you wish to avail of these rights, a request must be submitted in writing to IMRO at dpo@imro.ie or to PPI at GDPR@ppimusic.ie. In order to protect your privacy, you may be asked to provide suitable proof of identification before IMRO and/or PPI can process your request.
- 12.7** IMRO (and PPI) may also use personal data to respond to any queries or other communications that the Licensee submits to IMRO (or PPI), to notify the Licensee about changes to the IMRO tariffs or PPI tariffs, and for direct marketing purposes where the Licensee has opted in to receive information in relation to our services and our organisation.

12.8 The IMRO Privacy Statement (which is available on IMRO's website at www.imro.ie/privacy-statement) sets out further details of how IMRO may use the Licensee's personal data (on its own behalf or on behalf of PPI, as applicable). The PPI Privacy Statement (which is available on PPI's website at www.ppimusic.ie/about-ppi/privacy-policy-Licensees) provides details on how PPI uses Licensee personal data. These Privacy Statements, as amended from time to time, are hereby incorporated into this Dual Licence Contract and form an integral part of it, so please read and familiarise yourself with their terms.

12.9 Please direct any questions regarding IMRO's processing of personal data (on its own behalf or on behalf of PPI) to IMRO at Irish Music Rights Organisation Limited, Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 or by email to dpo@imro.ie, in each case marked for the attention of the Data Protection Officer - IMRO.

12.10 Please direct any questions regarding PPI's processing of personal data to PPI at 63 Patrick Street, Dun Laoghaire, Co Dublin or by email to GDPR@ppimusic.ie, in each case marked for the attention of the Data Protection Contact - PPI.

If you wish to receive IMRO marketing information and promotional emails please tick this box

If you wish to receive PPI marketing information and promotional emails please tick this box

However, this does not affect our right to communicate with you via email or otherwise for purposes of this AC Dual Licence Contract.

13. ACCEPTANCE OF TERMS

By signing (whether by hand, electronically or otherwise) this AC Dual Licence Contract, the Licensee hereby expressly confirms that it has accessed, reviewed, understands and agrees to be bound by the terms and conditions contained in the main body of this AC Dual Licence Contract, and the IMRO Tariff AC and the PPI Tariff 26.

SIGNED ON BEHALF OF THE LICENSEE BY

(indicate office held by signatory by ticking ONE of the following) Proprietor Company Secretary Director

FULL NAME OF SIGNATORY
(in Block Capitals)

Signed by IRISH MUSIC RIGHTS ORGANISATION CLG
for and on behalf of IMRO and PPI

.....
(Authorised Signatory)

Date signed by IMRO

THIS AC DUAL LICENCE CONTRACT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A BINDING CONTRACT OR LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED BY AN AUTHORISED REPRESENTATIVE OF IMRO AT IMRO'S HEAD OFFICE IN DUBLIN



Irish Music Rights Organisation CLG
Copyright House, Pembroke Row,
Lower Baggot Street, Dublin 2,
D02 HW59, Ireland.

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VAT No: IE 4871521b
Registered No: 133321



DUAL COPYRIGHT MUSIC LICENCE OPERATING TERMS

Account Number

| | |
|--|---|
| Licensee Name Contract Agreed by Licensee Address CRO No: | Premises Name Premises Address |
| Mobile Phone No: Additional Telephone No: | Email: Contact Person: |
| Royalties due for the first Licence Year (see Schedule 1 for detailed calculation) IMRO Royalties (excluding VAT): € PPI Royalties (excluding VAT): € Total Royalties (excluding VAT): € Total Royalties including VAT at current (subject to variation) Standard Rate: € | |
| Term commencement date: | Acceptance Date: |

NOTE: This document forms part of your agreement with IMRO and PPI. By verbally agreeing to enter into a contract with IMRO and PPI over the telephone, you have agreed to be bound by (i) what you agreed on the telephone, (ii) the terms below, and (iii) the Dual Licence General Terms (available on the IMRO website).

and PPI; (ii) PPI shall be entitled to enforce the relevant provisions that apply to the PPI licence against the Licensee in its own right; and (iii) IMRO is entering into the Dual Licence Contract both in its own right, and as agent for and on behalf of PPI.

2.2 Nothing herein shall restrict the Licensee's rights under the Copyright and Related Rights Act 2000. Any capitalised terms used but not defined herein, shall have the applicable meaning set forth in the Dual Licence General Terms, IMRO tariff or PPI tariff, all of which are available at <http://www.imro.ie/duallicence> or upon request from IMRO.

Part B: IMRO LICENCE

3. Subject to the terms and conditions of the Dual Licence Contract, IMRO grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance at the Premises of any and every musical work (including any words associated with each such work) in the Repertoire Controlled by IMRO. IMRO reserves all rights not expressly granted in the Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. "**Repertoire Controlled by IMRO**" means any and all musical works (including any words associated with such works) in which rights to perform publicly and to authorise others to do the same are vested in IMRO at any given time.

Part C: PPI LICENCE

4. Subject to the terms and conditions of the Dual Licence Contract, PPI grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance at the Premises of any and every recording in the Repertoire Controlled by PPI. PPI reserves all rights not expressly granted in the Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. "**Repertoire Controlled by PPI**" means any and all sound recordings in which rights to perform publicly and to authorise others to do the same are vested in PPI at any given time.

Part D: COMMON OPERATING TERMS AND CONDITIONS

5. TERM

5.1 The parties are deemed to have entered into the Dual Licence Contract as of the date on which the Licensee agrees to be bound by its terms by confirming acceptance to IMRO's authorised representative by telephone ("**Acceptance Date**").

5.2 The Dual Licence Contract shall remain in effect for consecutive annual Licence Years as further specified in section 6.2 below (collectively, the "**Term**"). The Term shall commence on the Term Commencement Date.

5.3 Except as may be otherwise expressly agreed by an authorised representative of IMRO in writing, the Dual Licence Contract supersedes all previous licence contracts and / or other agreements between the Licensee and each of IMRO and PPI relating to the subject matter hereof without prejudice to any existing amounts which may already be due by the Licensee to IMRO or PPI.

Part A: INTRODUCTION

1. BACKGROUND

1.1 Irish Music Rights Organisation CLG ("**IMRO**") and Phonographic Performance (Ireland) CLG ("**PPI**") provide services to the owners of copyright music and provide for the licensing of copyright in musical works and sound recordings respectively. IMRO and PPI enter into this agreement with the licensee (the "**Licensee**") who wishes to obtain a licence for the use of the musical works (in the case of IMRO) and sound recordings (in the case of PPI) (together, "**Copyright Music**") in their respective repertoires at the Licensee's premises (the "**Premises**").

1.2 The Licensee has entered into a formal agreement with IMRO (on its own behalf and on behalf of PPI) over the telephone, and the terms and conditions of that agreement are reflected herein and include (in order of priority in the event of any inconsistency between them):

- the IMRO tariffs and PPI tariffs and other details agreed on the telephone call;
- these Dual Copyright Music Licence Operating Terms (including Part A, B, C and D) (the "**Operating Terms**"); and
- the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs (the "**Dual Licence General Terms**"), made available to the Licensee separately and on the IMRO website.

(each of (a), (b) and (c), together the "**Dual Licence Contract**").

1.3 The Licensee acknowledges that it agrees to these Operating Terms and conditions without any amendment.

2. STRUCTURE

2.1 **Part B** sets out the licence granted by IMRO. **Part C** sets out the licence granted by PPI which IMRO administers acting in its capacity as PPI's agent. **Part D** sets out the common operating terms and conditions applicable to both licence grants. The Licensee acknowledges and agrees that: (i) the benefit of certain provisions of the Dual Licence Contract are intended to benefit IMRO

5.4 Notwithstanding section 5.3 above, if upon the commencement of the Term, royalty payments and / or other performance obligations of the Licensee are outstanding under any existing licence or contract as applicable, the Licensee shall continue to be liable to IMRO and / or PPI in respect of all such royalties and / or other outstanding performance obligations notwithstanding the commencement of the Term. Nothing in the Dual Licence Contract is intended or shall be interpreted as constituting a waiver by IMRO or PPI of their rights to enforce their respective pre-existing rights against the Licensee.

6. CALCULATION AND PAYMENT OF ROYALTIES

6.1 As consideration for the IMRO licence and PPI licence granted under the Dual Licence Contract, the Licensee shall pay to IMRO both the IMRO royalties and the PPI royalties (the "**Royalties**") calculated in accordance with the IMRO tariffs and PPI tariffs in effect on the first day of the Licence Year, as applied in each case to the Performance Particulars as updated from time-to-time pursuant to section 8 below.

6.2 Royalties are payable for recurring twelve (12) consecutive month periods (each a "**Licence Year**"). The first Licence Year commences on the first day of the Term, with each subsequent Licence Year commencing on the anniversary of such date (each, a "**Renewal Date**"). All Royalties are due and payable on the first day of each Licence Year. Subject to section 6.1, the Royalties payable for the first Licence Year will be as agreed by the Licensee over the telephone and subsequently confirmed to the Licensee in writing.

6.3 If the Licensee has permanently ceased to trade or has disposed of the Premises to which the Dual Licence Contract relates and has notified IMRO of such change in Performance Particulars pursuant to section 8.2, a credit in respect of the applicable portion of the Unit Royalties may be provided as specified in the Dual Licence Contract. However, Annual Royalties are non-refundable in all circumstances.

Part D: COMMON OPERATING TERMS AND CONDITIONS Continued

7. CHANGES IN TARIFFS

IMRO or PPI as appropriate, shall notify the Licensee of any revision made to the IMRO tariffs or PPI tariffs (excluding CPI inflation adjustments as set forth in the relevant tariff) in accordance with the Dual Licence General Terms.

8. PERFORMANCE PARTICULARS

8.1 At the commencement of the Term, the performances of musical works and sound recordings contemplated by the Licensee for the first Licence Year are as described over the phone to the Licensee, a copy of which is to be sent to the Licensee by IMRO following the Acceptance Date (the "**Performance Particulars**"). The Performance Particulars will be varied from time-to-time to reflect the actual performances at the Premises during the Term as further specified below in this section 8.

8.2 The Licensee is required to notify IMRO in writing of any changes in the Performance Particulars within thirty (30) days of each change, and in any event, not more than (30) days after each Renewal Date. This notice must include sufficient information to enable IMRO to verify the change and to assess whether an adjustment to the Royalties is required. The Licensee shall provide IMRO with such additional information as IMRO may reasonably require in order to confirm whether an adjustment to the Royalties is required. IMRO shall review the notified change in the Performance Particulars and shall, as soon as reasonably practical, notify the Licensee of any adjustment to the Royalties. Failure by the Licensee to provide sufficient proof of the change in the declared Performance Particulars that entitles the Licensee to a reduction in Royalties, within the specified time limit will result in the Licensee being required to pay the Royalties as invoiced at the start of the relevant Licence Year. A declaration form is available at <http://www.imro.ie/duallicence> or upon request from IMRO. IMRO shall be under no obligation to make any adjustment to the Royalties payable following a change in Performance Particulars where the Licensee has failed to notify IMRO of such change in accordance with the requirements of this section 8.2.

8.3 Any adjustment to the Royalties following a change in Performance Particulars shall be made at the sole discretion of IMRO. Any adjustment to a Unit Royalty shall take effect from the date of change in Performance Particulars, or if the reason for the change in Performance Particulars is that the Licensee has permanently ceased to trade or has disposed of the Premises to which the licence relates, the relevant adjustment will take effect from the date of cessation or disposal; provided however, that in neither case shall such adjustment be backdated more than 12 months from the date of the Licensee's notification of the relevant change in Performance Particulars under section 8.2 above. Any such adjustment which has been approved by IMRO in accordance with the terms of this section 8, shall be reflected in a credit note or revised/supplemental invoice issued to the Licensee within a reasonable period following IMRO's verification of the relevant change(s) in Performance Particulars.

8.4 Where a change in the Performance Particulars has come to IMRO's attention, IMRO shall update the Performance Particulars to reflect the actual use of Copyright Music at the Premises.

8.5 If the Premises shall be temporarily or permanently used for any other performance(s) different in number or type from the Performance Particulars, the Royalties payable for such undeclared performances shall for such Licence Year, be charged at the relevant Royalty rate(s) set forth in the applicable tariff and the Licensee shall immediately pay IMRO any such additional Royalties due.

8.6 Each time the Performance Particulars are updated for any reason, Schedule 1 shall automatically be deemed to be amended to reflect such updates.

9. TERMINATION

Notwithstanding section 5.2 above, the Dual Licence Contract may be terminated as follows:

9.1 Either party may terminate the Dual Licence Contract by giving not less than thirty (30) days' prior written notice to the other party (by registered post).

9.2 If the Licensee fails to pay any Royalty due under this Dual Licence Contract or otherwise breaches any term or condition of the Dual Licence Contract, and then fails to pay the Royalty or otherwise rectify the breach within fourteen (14) days from the date of a written demand from IMRO for payment or other compliance as the case may be, then IMRO may immediately terminate the Dual Licence Contract by giving written notice to the Licensee.

9.3 The Dual Licence Contract shall automatically terminate upon the occurrence of any of the following: (i) the Licensee enters into liquidation, whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation) or, as appropriate, is declared bankrupt; or (ii) if an encumbrancer takes possession of, or a receiver (or an administrator as appropriate) is appointed over any of the property or assets of the Licensee or if any similar action in consequence of debt is taken against or suffered by the Licensee; or (iii) if an examiner is appointed to the Licensee or the Licensee otherwise enters into examinership; or (iv) if the Licensee, by virtue of section 570 of the Companies Act 2014, is deemed to be unable to pay its debts; or (v) if the Licensee takes, or seeks to take, advantage of any law relating to insolvency.

9.4 Upon the termination of the Dual Licence Contract for any reason: (i) the licences granted hereunder shall immediately terminate and any further use of Copyright Music at the Premises shall be unlicensed and shall constitute copyright infringement; (ii) no adjustment shall be made to any Annual Royalty; (iii) Unit Royalties will be adjusted on a prorated basis up to the date of termination; (iv) all outstanding Royalties due shall become immediately payable; and (v) except as expressly set forth in the Dual Licence Contract, the Licensee shall not be entitled to any credit or refund in respect of Royalties already paid.

10. DATA PROTECTION & MARKETING COMMUNICATIONS

Please review the section entitled 'Data Protection' in the Dual Licence General Terms, which explains how IMRO uses personal data both on its own behalf and as agent on behalf of PPI.

For further information on the data we collect and process please see our General Terms and Conditions applicable to the Dual Copyright Music Licence Contract and related IMRO and PPI Tariffs and our privacy policy at www.imro.ie/privacy-statement/

11. JURISDICTION

The parties agree that the Dual Licence Contract is entered into over the telephone and is completed in IMRO's head office in Dublin, and submit to the exclusive jurisdiction of the courts of Dublin, Ireland for any disputes or differences which arise in connection to the Dual Licence Contract or the playing of any Copyright Music at the Premises.

12. ACCEPTANCE OF TERMS

By verbally confirming acceptance of the Dual Licence Contract to IMRO's authorised representative by telephone, the Licensee hereby expressly confirms that it has accessed, reviewed, understands and agrees to be bound by the terms and conditions contained in the Operating Terms, the Dual Licence General Terms, and terms which were agreed on the telephone (including the IMRO tariff(s) and the PPI tariff(s)).

Irish Music Rights Organisation Limited

EAGRAS UM CHEARTA CHEOLTA

Copyright House, Pembroke Row, Lr Baggot Street, Dublin 2
Phone: +353 (0)1 661 4844. Fax: +353 (0)1 676 3125
Email: accounts@imro.ie Website: www.imro.ie
Registered in Dublin number 133321

COPYRIGHT MUSIC LICENCE – CONTRACT

| |
|--|
| |
|--|

THE LICENSEE

THE PREMISES

| NAME & ADDRESS | NAME & ADDRESS |
|----------------|----------------|
| | |
| Phone No: | Email Address: |

1. LICENCE

Irish Music Rights Organisation Limited ("IMRO") by the signature on this document grants the Licensee a licence (subject to the terms and conditions contained (i) in this document, (ii) in the IMRO General Terms Applicable to Tariffs and Licences (which the Licensee acknowledges may vary from time to time and is available at <http://www.imro.ie> or upon request from IMRO) and (iii) in the relevant IMRO tariff also available at <http://www.imro.ie> or upon request from IMRO) authorising the public performance at the Premises of any and every musical work (including any words associated with it or them) for the time being in the repertoire of IMRO.

2. MANNER OF PERFORMANCE

At the start of this licence, the performances contemplated by the Licensee are:

3. ROYALTY CALCULATION

For this licence the Licensee shall pay a royalty ("the Royalty") calculated in accordance with IMRO's tariffs in force for the time being as applied to the particulars set out in Clause 2, as varied from time to time by any changes notified by the Licensee to IMRO in accordance with clause 5(3), or which come to IMRO's notice otherwise. These particulars, as varied from time to time, are called "the Performance Particulars".

4. PAYMENT OF ROYALTY

(1) The Licensee shall pay the following Royalties to IMRO:

(a)

(plus VAT - see Clause 4(3)) *immediately/on receipt of invoice, and

(b) on the day after the date in Clause 4(1)(a), and on the 6th of the same month in each subsequent year ("the Renewal Date") the Royalty for the ensuing 12 month period ("a Licence Year") calculated according to Clause 3.

(2) If as a result of any revision under Clause 5 the Royalty is changed (through either a change of tariff or a change in the Performance Particulars) on a date other than the Renewal Date, then:

(a) the Licensee shall pay any resultant additional Royalty to IMRO forthwith, but

(b) if the Royalty is reduced by the revision, then the amount of the reduction shall be credited against any Royalties then due by the Licensee.

(3) The Licensee shall also pay Value Added Tax on all Royalties.

5. REVISION OF TARIFFS, PERFORMANCE PARTICULARS AND ROYALTIES

(1) Changes in Tariffs

IMRO shall notify the Licensee of any revision made to IMRO's tariffs affecting the amount of the Royalty, by sending such a notification to the Licensee's last known address. The revision of any Royalty due to a change in IMRO's tariffs shall take effect on the date which is specified in IMRO's notice to the Licensee.

(2) Annual Tariffs

Any Royalties which are calculated on an annualised basis, rather than on an individual unit use basis, as provided for in IMRO's tariffs ("Annual Royalties") (e.g. Royalties for Background Music) are payable in full in advance by the Licensee for the forthcoming Licence Year and unless the Licensee has ceased to trade or has disposed of the premises to which this licence relates, are not refundable. In the event of such a cessation or disposal the Licensee should notify IMRO in accordance with clause 5(3)(a).

(3) Changes in Performance Particulars

(a) The Licensee shall promptly (and in any event not later than thirty (30) days following the date of such change) inform IMRO in writing of any change in the Performance Particulars. This notice must include sufficient information to enable IMRO to verify the change and to assess whether an adjustment to the Royalty is required. A declaration form is available at <http://www.imro.ie> or upon request from IMRO.

(b) Adjustments to the Royalty shall be made at the sole discretion of IMRO. IMRO shall be under no obligation to make any adjustment to the Royalty following a change to Performance Particulars where the Licensee has failed to notify IMRO of such change within thirty (30) days following the date of such change or where the Licensee has failed to comply with its other obligations under this clause 5.

(c) IMRO shall review the notified change in the Performance Particulars and shall, as soon as reasonably practicable, notify the Licensee of the adjustment, if any, to the Royalty. If IMRO determines in such circumstances that an adjustment in the Royalty (other than an Annual Royalty) is required, such adjustment shall, provided that the Licensee has complied with clause 5(3)(a), take effect from the date of change in Performance Particulars but in any event such adjustment shall not be backdated more than 12 months from the date of notification, or if the reason for the change in Performance Particulars is that the Licensee has ceased to trade or has disposed of the premises to which the licence relates, the relevant adjustment will take effect from the date of cessation or disposal. Any adjustment in the Annual Royalty shall take effect from the next Renewal Date.

* Delete as necessary

6. TERMINATION OR CANCELLATION

- (1) This licence shall continue from year to year until ended by either party giving to the other (by registered post) one calendar month's notice in writing to expire at the end of a Licence Year, provided that when IMRO has notified the Licensee of a revision of the appropriate tariff which results in an increase in the Royalty, the Licensee may by notice to IMRO (by registered post) within fourteen days from the date of the notification end the licence forthwith, but the Licensee shall then remain liable to pay the proportionate amount of the Royalty for the period up to the date of termination.
- (2) If the Licensee shall fail to pay any Royalty under this licence or be in breach of any provision or condition of it and then fail to pay the Royalty or rectify the breach within fourteen days from the date of a written demand from IMRO for payment or compliance as the case may be, then IMRO may, in spite of anything apparently to the contrary, immediately cancel this licence by written notice to the Licensee.

7. EXCLUSIONS

This licence shall not extend to or authorise:

- (1) the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;
- (2) the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted, or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;
- (3) the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work however performed
 - (i) where the total duration of the excerpt or excerpts in the course of the same programme is more than 25 minutes and/or
 - (ii) where the excerpt or excerpts are a potted version of the work and/or
 - (iii) where the excerpt or excerpts are or cover a complete act of the work;
- (4) the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes;
- (5) the performance of any musical work specially written for a son-et-lumiere production when performed in or in conjunction with that production;
- (6) the performance of any musical work (which is not itself a dramatico-musical work or part of a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with that dramatic work;
- (7) the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- (8) the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- (9) the performance of any work adapted to a dramatic form;
- (10) the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts or the premises (unless such acts are specifically included in the performance particulars);
- (11) the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

8. OTHER PERFORMANCES AT THE PREMISES

If the Premises shall be temporarily or permanently used for any performances or entertainments different in number or type from the Performance Particulars, this licence shall not be deemed to authorise those different performances or entertainments unless they have been notified to IMRO and the appropriate Royalty for them has been paid under Clauses 3 and 5 of this licence.

9. NO ASSIGNMENTS

The Licensee shall not assign or part with the possession of this licence without the previous written consent of IMRO.

10. IMRO'S RIGHT OF ENTRY

IMRO, by its duly-authorized representative, shall have the right of entry to the Premises at all reasonable times but only for the purpose of checking the particulars on which the Royalty is assessed.

11. PROGRAMME RETURNS

The Licensee shall, if requested, supply to IMRO by post, on the forms (electronic or otherwise) obtainable from IMRO, a list of all musical works, whether published or in manuscript, performed vocally, instrumentally or mechanically at the Premises, with the names of the composer, arranger and publisher of each such work, and the number of times each has been performed, to assist IMRO to allocate the royalties it collects. These returns are to be made at intervals specified by IMRO. If performances by CD/record players, tape machines and/or any other mechanical or digital means are covered by this licence it shall be sufficient compliance with this condition to supply to IMRO an initial list of CDs/records, tapes and/or recordings in use, giving the title of each work recorded, the name of the composer (where this is shown on the CD/record or tape label) and the CD/record or tape make and number, with supplementary lists from time to time of any additions to or deletions from that list.

No return is required of any musical work in radio and/or television programmes whose public performance may be covered by this licence.

12. SEVERABILITY CLAUSE

The benefits of each of the provisions set out in this licence, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. While any restrictions contained in this licence are considered by the parties to be reasonable in all the circumstances, it is hereby agreed that in the event of any provision of this licence being found to be void or otherwise unenforceable, but would be valid if some part thereof were deleted or if the period or area of application reduced or the range of activities limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.

13. CHANGE OF ADDRESS

The Licensee shall give prompt written notice to IMRO of any change in the address of the Licensee or the Premises or of any change in the name of the Premises.

14. ORDER OF PRECEDENCE

IMRO's tariffs are published through the Patents Office and may be obtained at <http://www.imro.ie> or upon request from IMRO.

In the event of any conflict between the terms and conditions contained in: this document, the IMRO General Terms Applicable to Tariffs and Licences, and the relevant IMRO tariff, then the order of precedence shall be as follows:

- (i) the IMRO General Terms Applicable to Tariffs and Licences;
- (ii) the terms and conditions contained on both sides of this document;
- (iii) the relevant IMRO tariff.

15. ACCEPTANCE OF TERMS

By signing (whether by hand, digitally or otherwise) this document, the Licensee hereby confirms that it accepts the terms and conditions contained in this document, the IMRO General Terms Applicable to Tariffs and Licences (which the Licensee acknowledges may vary from time to time), and the IMRO tariff(s) which relate to the Performance Particulars and agrees to be bound by the terms and conditions contained in each of these documents.

SIGNED BY ON BEHALF OF THE LICENSEE.....

(indicate office held by signatory)

Proprietor/Company Secretary/Director

FULL NAME OF SIGNATORY.....

(in block letters)

Signed for IRISH MUSIC RIGHTS ORGANISATION LIMITED.....

Authorised Signatory

Date signed by IMRO.....

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A CONTRACT OR LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO AT IMRO'S HEAD OFFICE IN DUBLIN.

Irish Music Rights Organisation Limited EAGRAS UM CHEARTA CHEOLTA

Copyright House
Pembroke Row, Lr. Baggot Street, Dublin 2, Phone: 661 4844 Fax: 676 3125
E-mail: licensing@imro.ie Website: www.imro.ie
Registered in Dublin number 133321

PVFI/ 09344

COPYRIGHT MUSIC LICENCE - CONTRACT

| THE LICENSEE NAME & ADDRESS | THE PREMISES NAME & ADDRESS |
|--------------------------------|--------------------------------|
| | |
| Ph. No.: | Email Address: |

1. LICENCE

Irish Music Rights Organisation Limited ("IMRO") by the signature on this document grants the Licensee a licence (subject to the terms and conditions on both sides of this document) authorising the public performance at the premises of any and every musical work (including any words associated with it or them) for the time being in the repertoire of IMRO.

2. MANNER OF PERFORMANCE

This licence is effective from

At the start of this licence, the performances contemplated by the Licensee are:

3. ROYALTY CALCULATION

The Licensee shall pay to IMRO a royalty calculated in accordance with tariff PVFI in respect of all musical performances on the premises. Royalties are charged in respect of 12 month periods and are calculated on the basis of the rates applicable in the PVFI tariff in force on the first day of the licensees' licence year.

4. TARIFF PVFI

The tariff PVFI as agreed between IMRO and the Vintners' Federation of Ireland together with the general conditions applicable to tariffs and licences form part of this contract and are attached hereto.

5. PAYMENT OF ROYALTY

- (i) The payment terms are those incorporated in the tariff PVFI.
- (ii) If as a result of any revision under Clause 6 the Royalty is changed (due to a change in the Performance Particulars) on a date other than the Renewal Date, then:-
 - (a) the Licensee shall pay any resultant additional Royalty to IMRO forthwith, but
 - (b) if the Royalty is reduced by the revision, then the amount of the reduction shall be credited against any Royalties then due by the Licensee or, if no Royalty is due, shall forthwith be refunded to the Licensee.
- (iii) The Licensee shall also pay Value Added Tax on all Royalties.
- (iv) If payment is not made in accordance with the tariff PVFI, interest is chargeable at 1.5% per month thereafter. However should a genuine dispute exist between the parties and a payment of substantial sum, at least 50% of the final settlement, is made to IMRO before Arbitration of Legal Proceedings are commenced, the interest charged will be waived.

6. REVISION OF PERFORMANCE PARTICULARS AND ROYALTIES

- (i) The Licensee agrees to inform IMRO in writing immediately of any change in any of the performance particulars and will always give IMRO such information as it may require for calculating the royalty.
- (ii) The revision of any royalty shall take effect from the date on which the change in performance particulars takes place.

7. TERMINATION OR CANCELLATION

- (i) The licence shall continue from year to year until ended by either party giving to the other by registered post one calendar month's notice in writing to expire at the end of the Licence Year.
- (ii) In the event of the Licensee breaching any of the terms of this licence contract, IMRO may terminate the licence by giving the licensee thirty days within which to remedy the breach. Two notices of breach of conditions will issue from IMRO to the licensee during this period of thirty days. If the breach is not remedied within thirty days, the licence shall be deemed to be terminated with immediate effect.

8. IMRO'S RIGHT OF ENTRY

IMRO by its duly-authorized agent, shall have the right of entry to the Premises at all reasonable times but only for the purposes of checking the particulars on which the royalty is assessed.

9. PROGRAMME RETURNS

The Licensee shall co-operate with IMRO or its agents to determine the type of music which is played on the premises.

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO AT ITS HEAD OFFICE IN DUBLIN.

I acknowledge receipt of Tariff PVFI and the General Terms Applicable to Tariffs and Licences which are part of this Contract.

SIGNED BY/ON BEHALF OF THE LICENSEE
(indicate office held by signatory where appropriate)

FULL NAME OF SIGNATORY
(in block letters) Proprietor/Company Secretary/Director

Signed for IRISH MUSIC RIGHTS ORGANISATION LIMITED

Date signed by IMRO.....



IRISH MUSIC RIGHTS ORGANISATION CLG

Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.
T: +353 1 661 4844. E: licensing@imro.ie
www.imro.ie

Registered in Dublin number 133321

Copyright Music Licence – Proprietor of Premises/Event Promoter

| | |
|----------------------|-------------------|
| Licensee Name: | Premises Name: |
| Licensee Address: | Premises Address: |
| Phone No: CRO No: | Email Address: |

1 DEFINITIONS

- 1.1 "Books and Records" shall include, but is not limited to, the following:
- 1.1.1 the audited accounts;
 - 1.1.2 accounting records, ticket selling agent manifest, ticket accounting records, invoices, complimentary ticket sales, and any other information needed to verify the information received under clause 6.1 and the Royalty calculated under clause 4.
- 1.2 "Estimated Royalty" means IMRO's calculation of the Royalty for an Event/Multi-Stage Event, based on all information available to it at the date of estimation, including Ticket Price, capacity of the Event/Multi-Stage Event and projected sales for an Event/Multi-Stage Event.
- 1.3 "Event" means a live performance of musical works (including instrumental, electronic, digital or by any other means) where a charge is made for admission. An Event includes but is not limited to performances that are live music concerts and dance parties (including fundraising and charitable concerts). The performance does not have to be exclusively a performance of musical works. Event does not include Multi-Stage Event.
- 1.4 "Event Promoter" means a person or entity who organises or promotes Events and or Multi-Stage Events.
- 1.5 "IMRO" means the Irish Music Rights Organisation CLG.
- 1.6 "Music Venue" means a permanent or temporary venue where an Event/Multi-Stage Event takes place.
- 1.7 "Multi-Stage Event" shall mean an event, including a festival, concert, (including fundraising and charitable concerts) or dance party where a charge is made for admission, and where there are at least 8 different performers, and where a single ticket admission gains the attendee entry, and where Simultaneous Performances take place of musical works (including instrumental, electronic, digital or by any other means), or musical works in conjunction with other forms of entertainment, and where the performance's take place on at least two distinct stages.
- 1.8 "Proprietor of the premises" means the person or entity that either owns the freehold or leasehold interest in the Music Venue and is responsible for hosting the Event/Multi-Stage Event or alternatively, rents the Music Venue and is responsible for hosting the Event/Multi-Stage Event.
- 1.9 "Repertoire Controlled by IMRO" means all and any musical works (including any words associated with such works) in which rights to perform publicly and to authorise others to do the same are vested in IMRO.
- 1.10 "Royalty" is the royalty paid by the Licensee to IMRO as required by clause 4 hereof.
- 1.11 "Simultaneous Performances" means that there must be at least a 15 minute performance overlap between performances on at least two distinct stages.

2 LICENCE

IMRO by the signature on this document grants the Licensee a licence (subject to the terms and conditions of this Agreement) authorising the public performance of copyright music within the Repertoire Controlled by IMRO at an Event/Multi-Stage Event

promoted or organised by or on behalf of the Licensee, in the case of Licensees which are Event Promoters, at any venue, or in the case of Licensees which are Proprietors of the Premises, at any premises owned or controlled by the Licensee.

3 **TERM**

This licence shall commence from _____ and shall continue from year to year unless terminated in accordance with clause 10 hereof.

4 **ROYALTY CALCULATION**

4.1 This licence is granted in consideration of the Licensee paying a royalty calculated in accordance with the current Tariff LP or current Tariff MS (in the case of an Event/Multi-Stage Event) or a royalty calculated in accordance with the current Tariff LC (in the case of a public performance of classical music).

4.2 The Licensee agrees that it is within the sole discretion of IMRO to require that 25% of the Estimated Royalty for an event be paid 45 days in advance of a scheduled Event/Multi-Stage Event, and a further 50% of the Estimated Royalty for an Event/Multi-Stage Event be paid 15 days in advance of a scheduled Event/Multi-Stage Event, and in the event that IMRO requires a Licensee to so pay and it fails to do so within the timeframe set out in this clause, this licence will terminate with immediate effect.

5 **TARIFF LP, TARIFF MS, AND TARIFF LC**

The current Tariff LP, Tariff MS and Tariff LC, attached in Schedule 1, form part of this Agreement. The Licensee hereby acknowledges to have read and agrees to abide by the terms contained therein and any revisions thereto.

6 **RETURNS**

6.1 The Licensee shall provide the following to IMRO within thirty (30) days of an Event/Multi-Stage Event taking place, or if a number of Events/Multi-Stage Events are held by the Licensee, then within 30 days of the end of the month in which the Event/Multi-Stage Event or series of Events/Multi-Stage Events takes place, in such form as IMRO may from time to time prescribe:

6.1.1 Details of the capacity of the Event/Multi-Stage Event.

6.1.2 Details of the ticket price or ticket prices pre and post VAT and actual number of tickets sold at each ticket price.

6.1.3 Details of the selling agent and credit card commissions deducted from the ticket price or ticket prices pre and post VAT.

6.1.4 Details of the number of complementary tickets allocated.

6.1.5 A set list containing particulars of all musical works performed at the Event/Multi-Stage Event.

6.1.6 Details of any other revenue falling within the royalty charge.

6.1.7 Any other information requested in writing by IMRO that is reasonably required for the calculation of the Royalty, for the Event/Multi-Stage Event.

7 **PAYMENT OF THE ROYALTY**

7.1 Invoices will be issued within fourteen (14) days of receipt of the items specified at clause 6.1.

7.2 If the Licensee fails to provide any of the items specified at clause 6.1 within the period specified in that clause, then without prejudice to IMRO's right of termination under clause 10, IMRO shall be entitled to calculate an Estimated Royalty, which sum shall be payable immediately.

7.3 If the Licensee has failed to provide the items specified at clause 6.1 within a period of sixty (60) days from the date of the Event, the Licensee shall not receive any credit or refund to which, but for such failure he would otherwise be entitled to under this Agreement. The provisions of this sub-clause are without prejudice to IMRO's right to require the Licensee to furnish the items specified at clause 6.1.

7.4 In the case of all Events and Multi-Stage Events, the Proprietor of the premises or the Event Promoter must send IMRO, along with the details required in clause 6.1 particulars of all musical works performed at each Event or Multi-Stage Event.

7.5 The Licensee shall pay Value Added Tax on all Royalties.

8 **COMPLIMENTARY TICKETS**

8.1 The Licensee shall send IMRO, for use in promoting copyright music, 10 free and transferable tickets for each indoor Event with a capacity of over 4,999, 50 free and transferable tickets for each outdoor Event with a capacity of over 4,999 and 20 free and transferable tickets for each Multi-Stage Event or, in default, shall pay IMRO a sum equal to the face value of such tickets, no later than twenty one (21) days before the Event or Multi-Stage Event. For the sole purposes of this paragraph 8.1 an Event/Multi-Stage Event taking place over consecutive dates, featuring the same performing artists shall be treated as one event.

9 **REVISION OF TARIFFS**

9.1 IMRO shall notify the Licensee of any revision (apart from the inflation adjustment) made to Tariff LP, Tariff MS or Tariff LC, by sending such notification to the Licensee's last known address.

9.2 The revision of any Royalty shall take effect from the date on which the revised Tariff LP, Tariff MS or Tariff LC takes effect.

10 **TERMINATION OR CANCELLATION**

10.1 This licence may be terminated, subject to clauses 10.2 and 10.3 hereof, by either party giving to the other (by registered post) one calendar month's notice in writing.

10.2 Where IMRO has notified the Licensee of a revision (apart from the inflation adjustment) to Tariff LP, Tariff MS or Tariff LC, which results in an increase in the Royalty, the Licensee may by notice to IMRO (by registered post) within fourteen days from the date of the notification end this licence forthwith. The Licensee shall remain liable for payment of the Royalty, in accordance with the current Tariff LP, Tariff MS, or Tariff LC as applicable, for the period up to the date of termination of the Licence.

10.3 If the Licensee shall fail to pay any Royalty under this licence or be in breach of any provision or condition of this licence and then fail to pay the Royalty or rectify the breach within fourteen days from the date of a written demand from IMRO for payment or compliance as the case may be, then IMRO may, in spite of anything apparently to the contrary, immediately cancel this licence by written notice to the Licensee.

10.4 The effect of termination or cancellation will be that the Licensee will not have authorisation from IMRO to use its repertoire in Events/Multi-Stage Events promoted by the Licensee.

11 **EXCLUSIONS**

11.1 This licence does not apply to performances of the Repertoire Controlled by IMRO, other than those expressly mentioned in clause 2 hereof.

11.2 This licence is granted subject to the condition that the Licensee shall notify IMRO in writing of all entertainments or events where music is performed and, where these involve a performance of music not expressly mentioned in clause 2 hereof, shall seek from IMRO an appropriate licence for such performances and pay all additional royalties due for such performances in accordance with the appropriate tariff.

12 IMRO'S RIGHT TO AUDIT

12.1 IMRO, shall at its request and its expense (subject to clause 12.2), on reasonable written notice to the Licensee, be entitled to inspect during normal working hours, such of the Books and Records of the Licensee as IMRO deems necessary solely for the purpose of verification of the income upon which the Royalties are calculated. Such inspection shall be carried out by IMRO or a person appointed by IMRO to perform the inspection. The Licensee shall allow access to its premises for these purposes.

12.2 IMRO shall be responsible for the costs of the inspection referred to in clause 12.1, unless as a result of the inspection, the Royalty calculated by IMRO as payable is in excess of 7% higher than the Royalty calculated by IMRO on the basis of the information provided to it under clause 6.1, in which case the Licensee shall reimburse IMRO for all of the costs of such inspection.

13 CONFIDENTIALITY

IMRO undertakes that it will not, at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of a licensee, except as specifically provided in this paragraph. IMRO acknowledges that confidential information of a licensee includes, without limitation, any information which is submitted to IMRO as part of the licensee's returns under this tariff or for the purposes of claiming and/or vouching any discount claimed by a licensee under this tariff. Notwithstanding the above, IMRO may disclose a licensee's confidential information (a) to those of its employees, officers, representatives or advisers who need to know such information for the purpose of assisting IMRO's in carrying out its business, subject to IMRO ensuring that such employees, officers, representatives or advisers equally comply with this obligation of confidence; and (b) as may be required by law, court order or any governmental or regulatory authority.

14 NO ASSIGNMENT

The Licensee shall not assign or part with the possession of this Agreement without the prior written consent of IMRO.

15 SEVERABILITY CLAUSE

The benefits of each of the provisions set out in this Agreement, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. It is hereby agreed that, in the event of any provisions of this Agreement being found to be void or otherwise unenforceable, but would be valid if some part thereof were deleted or if the period or area of application was reduced or the range of activities was limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.

16 CHANGE OF ADDRESS

The Licensee shall give prompt written notice to IMRO of any change in the address of the Licensee.

17 LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in the EC (Late Payments on Commercial Transactions) Regulations 2002.

18 JURISDICTION AND APPLICABLE LAW

This Licence shall be governed by, and construed in accordance with, the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction to deal with all disputes arising from or touching this Agreement.

SIGNED BY ON BEHALF OF THE LICENSEE.....
please indicate office held by signatory as follows - **Proprietor/Company Secretary/Director**

FULL NAME OF SIGNATORY.....
(in block letters)

Signed for **IRISH MUSIC RIGHTS ORGANISATION CLG**

Authorised Signatory.....

Date signed by IMRO.....

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO.



IRISH MUSIC RIGHTS ORGANISATION CLG

Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.
T: +353 1 661 4844. E: licensing@imro.ie
www.imro.ie

Registered in Dublin number 133321

Copyright Music Licence Contract

| | |
|--------------------------|------------------------------------|
| Licensee Name: | Premises Name: |
| Licensee Address: | Premises Address: |
| Phone No: Company No: | Email Address: Website address: |

1 LICENCE

IMRO by the signature of this Copyright Music Licence Contract (the "Licence") grants the Licensee a licence (subject to the terms set out below) for the public performance of copyright music within the Repertoire Controlled by IMRO in accordance with the terms of Standard Tariff C ("Tariff C").

2 TERM

This Licence shall commence from _____ and supersedes all previous licence contracts. The Licence shall continue from year to year thereafter unless terminated in accordance with section 6 hereof.

3 STANDARD TARIFF C AND IMRO'S GENERAL TERMS APPLICABLE TO TARIFFS AND LICENCES

3.1 Tariff C and IMRO's General Terms Applicable to Tariffs and Licences (the "General Terms") form part of this Licence. The Licensee hereby acknowledges to have read and agreed to the terms of this Licence, Tariff C and the General Terms.

3.2 It is a condition of this Licence that the Licensee complies with all its obligations under the Licence, Tariff C and where applicable, the General Terms.

4 REVISION OF TARIFF C AND THE GENERAL TERMS

4.1 The Licensee acknowledges that Tariff C and the General Terms are revised from time to time and agrees to be bound by the editions in force at any given time.

4.2 IMRO shall notify the Licensee of any revision made to Tariff C by sending such notification to the Licensee's last known postal or email address. IMRO's most up to date General Terms are available at <http://www.imro.ie/music-users/general-terms-applicable-to-tariffs-and-licences/> and are shown on the back of invoices.

5 ROYALTY CALCULATION AND PAYMENT

5.1 The Licensee shall pay a royalty calculated in accordance with Tariff C.

5.2 The royalty payment terms are those set out in Tariff C.

5.3 Any revision to the royalty charges under Tariff C shall take effect from the date on which the revised Tariff C becomes effective.

5.4 If as a result of any revision of Tariff C, the royalty is changed on a date other than the commencement of a Licence Year, then:

5.4.1 the Licensee shall pay any resultant additional Royalty to IMRO forthwith; but

5.4.2 if the Royalty is reduced by the revision, then the amount of the reduction shall be credited against any Royalties then due from the Licensee or, if no Royalty is due, shall forthwith be refunded to the Licensee.

5.5 The Licensee shall pay Value Added Tax on all Royalties.

6 TERMINATION

6.1 This Licence may be terminated, subject to sections 6.2 and 6.3 hereof, by either party giving to the other (by registered post) one calendar month's notice in writing.

6.2 Where IMRO has notified the Licensee of a revision of Tariff C which results in an increase in the royalty, the Licensee may by notice to IMRO (by registered post) within fourteen days from the date of the notification end this Licence forthwith. The Licensee shall then remain liable to pay the proportionate amount of the royalty for the period up to the date of termination.

6.3 If the Licensee fails to pay the royalty due under this Licence, or is in breach of any provision or condition of it, and then fails to pay the royalty due, or rectify the breach, within fourteen days from the date of a written demand from IMRO for payment or compliance as the case may be, then IMRO may immediately terminate this Licence by written notice to the Licensee.

7 **ANNUAL RETURNS AND PAYMENT**

7.1 The Licensee shall, not later than 31 January in each Licence Year, furnish to IMRO a statement showing the Actual Box Office Receipts for the preceding Licence Year including a full breakdown of all Allowable Deductions made from total income generated by the Licensee from the sale of admission tickets. This detailed statement is to be certified to be a true and accurate return of the Actual Box Office Receipts for the preceding Licence Year by a Director/Company Secretary, and is to be certified to be a true and accurate return of the Actual Box Office Receipts for the preceding Licence Year by a person who is qualified to be appointed as auditor of a company under Section 187 of the Companies Act 1990 or by a person who is approved by IMRO.

7.2 On request from IMRO, the Licensee shall arrange for the provision to IMRO of extracts from its Books and Records verifying the accuracy of the figures contained in the detailed statement described in section 7.1 hereof.

8 **IMRO'S RIGHT TO AUDIT**

IMRO, shall at its request and its expense, on reasonable written notice to the Licensee, be entitled to inspect during normal working hours, such of the Books and Records (to include both hard copy and soft copy documents) of the Licensee as IMRO deems necessary for the purpose of verification of the Actual Box Office Receipts upon which the royalties are calculated, or for the purpose of ensuring that the conduct of the Licensee is in accordance with the terms of this Licence. Such inspection shall be carried out by IMRO or a person appointed by IMRO to perform the inspection. However, if, on conducting an audit, it is revealed that an under-declaration by the Licensee of greater than 7% has occurred, all costs of the audit will be borne by the Licensee, together with the additional royalties calculated by IMRO to be due based on the audited figures.

9 **EXCLUSIONS**

9.1 This Licence does not apply to performances of the Repertoire Controlled by IMRO, other than those expressly covered by Tariff C and is granted subject to the condition that the Licensee shall notify IMRO in writing of all entertainments or events where music is performed at the Premises and, where these involve a performance of music not expressly covered by Tariff C, shall seek from IMRO an appropriate licence for such performances and pay all additional royalties due for such performances in accordance with the appropriate tariff.

9.2 For the avoidance of doubt this Licence does not apply to a Simulcast Event.

10 **NO ASSIGNMENT**

The Licensee shall not assign or part with the possession of this Licence without the previous written consent of IMRO.

11 **SEVERABILITY CLAUSE**

The benefits of each of the provisions set out in this Licence, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable, but would be valid if some part thereof were deleted or if the period or area of application reduced or the range of activities limited, such provision shall apply with such modifications and shall be given effect to in such modified form as may be necessary to make it valid and effective.

12 **CHANGE OF ADDRESS**

The Licensee shall give prompt written notice to IMRO of any change in the address or email address of the Licensee or the Premises or of any change in the name of the Licensee or Premises.

13 **LATE PAYMENTS**

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

14 **GOVERNING LAW**

This Licence shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.

15 **DEFINITIONS**

Unless defined otherwise herein, all definitions of terms used shall reflect those in Tariff C.

SIGNED BY ON BEHALF OF THE LICENSEE.....

please indicate office held by signatory as follows - Proprietor/Company Secretary/Director

FULL NAME OF SIGNATORY.....

(in block letters)

Signed for IRISH MUSIC RIGHTS ORGANISATION CLG

Authorised Signatory.....

Date signed by IMRO.....

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO.

General Terms Applicable to Tariffs and Licences July 2010

1. **Tariffs:**
 - (a) Tariffs are published by IMRO for general information; the publication of a tariff does not constitute an offer to grant permission under that or any other tariff. The appropriate tariff or rate of royalty applicable to a music user will be determined by IMRO on the basis of all relevant circumstances. IMRO's tariffs are published through the Patents Office and may be obtained at <http://www.imro.ie> or upon request from IMRO.
 - (b) IMRO does not undertake to offer a licence or permit under a tariff in respect of any performances unless application has been made in advance of the performance.
 - (c) An applicant for a licence is required to give such information as may be necessary to enable IMRO to decide which tariff is applicable and determine the initial royalty payable. If IMRO offers a form it must be completed.
2. **Annual Return:**
 - (a) If so required the licensee shall not more than 30 days after the end of the licence year, or of receiving such a request, provide such information on IMRO's reassessment form, as will enable IMRO to calculate the royalty due.
 - (b) Where this information includes declarations of expenditure on the provision of music and/or of amounts received by way of receipts for lettings, box office receipts or other such financial data, it shall be certified by an accountant who is qualified to be appointed auditor to a public company or who is approved by IMRO for the purpose, showing the licensee's total expenditure on the provision of music, and/or gross letting receipts during the preceding licence year.
3. **Payment of Royalties:**
 - (a) Royalties are payable annually in advance against IMRO's invoice, at the commencement of each licence and then on each renewal date for the licence as invoiced, or as soon after that date as the invoice is delivered.
 - (b) Where a licensee has paid an estimated amount, in advance, on account of royalties, that amount shall be adjusted in accordance with the certified expenditure and/or receipts for that year or period, and the licensee shall simultaneously pay royalties on account for the ensuing year on the basis of those certified accounts.
 - (c) If a licensee does not complete and return IMRO's reassessment form referred to in Condition 2(b), or fails to provide certified accounts as referred to in Conditions 2(b) and 3(b), IMRO shall be entitled to estimate the relevant figures and submit an invoice for royalties in accordance with that estimate. Any such estimate shall be adjusted to conform to the actual figures when the licensee has furnished the requisite certificate.
 - (d) Where IMRO issues a permit for an occasional function or series of functions, the royalties due under that permit are payable against IMRO's invoice, or as otherwise stipulated by IMRO.
 - (e) All royalties are charged at the royalty rate in force at the beginning of the licence year for which they are due or, in the case of a permit, on the date of the event which it covers.
4. **Programme Details:**

If so required, a licensee shall furnish IMRO, on forms which will be provided by IMRO, with such particulars of the musical works publicly performed at the entertainments as are reasonably required to enable the royalties paid to be distributed to the parties interested in those works.
5. **Right of Entry:**

IMRO, by its auditor or representative, shall have the right of access during normal business hours, and by arrangement with the licensee, to any premises licensed by IMRO, solely for the purpose of checking the particulars on which the royalty payable is calculated, for which purpose the licensee shall make available all necessary records.
6. **Revision of Royalties:**
 - (1) **Changes in Tariffs**

IMRO shall notify the Licensee of any revision made to IMRO's tariffs affecting the amount of the Royalty, by sending such a notification to the Licensee's last known address. The revision of any Royalty due to a change in IMRO's tariffs shall take effect on the date which is specified in IMRO's notice to the Licensee.
 - (2) **Annual Tariffs**

Any Royalties which are calculated on an annualised basis, rather than on an individual unit use basis, as provided for in IMRO's tariffs ("Annual Royalties") (e.g. Royalties for Background Music) are payable in full in advance by the Licensee for the forthcoming Licence Year and unless the Licensee has ceased to trade or has disposed of the premises to which the licence relates, are not refundable. In the event of such a cessation or disposal the Licensee should notify IMRO in accordance with clause 6(3)(a).
 - (3) **Changes in Performance Particulars**
 - (a) The Licensee shall promptly (and in any event not later than thirty (30) days following the date of such change) inform IMRO in writing of any change in the Performance Particulars. This notice must include sufficient information to enable IMRO to verify the change and to assess whether an adjustment to the Royalty is required. A declaration form is available at <http://www.imro.ie> or upon request from IMRO.
 - (b) The Licensee shall provide IMRO with such additional information as IMRO may reasonably require in order to assess whether an adjustment to the Royalty is required.
 - (c) Adjustments to the Royalty shall be made at the sole discretion of IMRO. IMRO shall be under no obligation to make any adjustment to the Royalty following a change to Performance Particulars where the Licensee has failed to notify IMRO of such change within thirty (30) days following the date of such change or where the Licensee has failed to comply with its other obligations under this clause 6.
 - (d) IMRO shall review the notified change in the Performance Particulars and shall, as soon as reasonably practicable, notify the Licensee of the adjustment, if any, to the Royalty. If IMRO determines in such circumstances that an adjustment in the Royalty (other than an Annual Royalty) is required, such adjustment shall, provided that the Licensee has complied with clause 6(3)(a), take effect from the date of change in Performance Particulars but in any event such adjustment shall not be included more than 12 months from the date of notification, or if the reason for the change in Performance Particulars is that the Licensee has ceased to trade or has disposed of the premises to which this licence relates, the relevant adjustment will take effect from the date of cessation or disposal. Any adjustment in the Annual Royalty shall take effect from the next Renewal Date.
7. **General:**

These General Terms incorporate the terms of the IMRO Copyright Music Licence Contract (the "Licence Contract"). Any terms which are defined in the Licence Contract shall bear the same meaning in these General Terms. In the event of any conflict or inconsistency between these General Terms and the terms of the Licence Contract, these General Terms shall take precedence.