

General Terms and Conditions for Independent Productions

- 1 To record and replicate works that fall within the Stemra repertoire, requesters must have prior copyright permission from Stemra. The request must be submitted well before the actual time of manufacture and distribution of the sound carrier. If the required copyright permission for the recording and replication of the Stemra repertoire has not been obtained and manufacture and/or distribution has taken place, Stemra may forbid the distribution or impose other legal measures on behalf of the rightholders. The Stemra repertoire consists of the whole body of works of literature, science or art for which Stemra manages the mechanical reproduction rights for the manufacture and distribution of image and sound carriers by virtue of an agreement. Stemra's permission will be granted for the use of the work in its original form and for the combined music and lyrics.
- 2 The requester can set up an account on the Stemra website www.bumastemra.nl (hereafter referred to as the website) and subsequently request a licence.
- 3 To set up an account, the requester must complete the request form on the website. The requester will receive confirmation by e-mail and then be able to activate the account by clicking the link in the e-mail which will forward the requester to a secure section of the website where the requester can select a password.
- 4 Once the account is activated, the requester receives his/her login details by e-mail which gives the requester direct access to the Stemra portal for music users.
- 5 The music users' portal allows the requester to apply for a licence in Dutch and English through the "Licences" screen, and view and end existing licences (requests) on the "View licences" screen.
- 6 Once the request has been submitted, the requester will receive an e-mail from Stemra confirming the request.
- 7 The requester will then receive an invoice based on the rates used by Stemra and the applicable conditions for the current year. Providing the requester has paid the invoice to Stemra by the due date, Stemra will forward a "Proof of Licence or Proof of Permission" to the requester by email. The time at which the requester receives the "Proof of Licence or Proof of Permission" after payment depends on the procedure chosen. If the requester chooses an accelerated procedure in accordance with the stipulations of Articles 8 or 9, he or she will receive the Proof of Licence or Proof of Permission immediately after Stemra receives payment. If the requester chooses the normal procedure, a few months could elapse between the request and the issuing of the Proof of Licence or Proof of Permission. If the requester does not pay the remuneration due by the due date, Stemra will not grant permission. The requester can also check the invoice and Proof of Licence/Proof of Permission using the "View licences" link on the music users' portal.
- 8 Stemra will issue an accelerated [NS/DP] declaration based on the details provided by the requester showing that a number of works have been registered that are not part of the repertoire managed by Stemra. If the details provided by the requester concerning the registered work(s) are incomplete, as in the event that it is shown subsequently that the work is indeed in the Stemra repertoire, then Stemra retains the right to refuse permission subsequently for recording and replicating the work belonging to the Stemra repertoire. In that case Stemra can decide to impose a penalty of a maximum of € 10,- per item payable to Stemra, as well as charging administration

costs of € 50,--. Stemra can also recoup any losses suffered or yet to be suffered, as well as prohibit distribution or take other measures.

- 9 If the requester states in his or her request that all the works to be registered are part of the Stemra repertoire, he or she will receive a Proof of Licence by return as soon as the invoice, which will be drawn up based on the rates used by Stemra, is paid on time and in full. Stemra will return to the requester the amount already paid for registering works that a subsequent check shows are not part of the Stemra repertoire. In that case Stemra shall deduct from the amount to be returned the administration costs of € 10,00 incurred.
- 10 The agreement shall be subject to these General Stemra Terms and Conditions as well as the stipulations in the Proof of Licence/Proof of Permission. The remuneration due shall be determined in accordance with the rates used by Stemra and the General Terms and Conditions for Independent Productions in force in the relevant calendar year. Stemra shall be entitled to revise the stipulated rates annually on 1 January on the basis of the revised price index published by the Dutch CBS Central Bureau of Statistics in June of the preceding year. Once the new Independent Productions rates list has been published, all previous price listings and/or price quotations shall become null and void. The applicable rates can be downloaded from the website.
- 11 Reclamations can be submitted one month at the latest after the "Proof of Licence/Proof of Permission" has been issued by Stemra.
- 12 The applicable rate of sales tax will be applied to the remuneration due.
- 13 Fragments will be settled as complete works.
- 14 If the maximum number of works per sound carrier is exceeded, this shall be settled pro rata at a higher remuneration.
- 15 Taking into account the stipulations of Article X, if applicable, the remuneration due for works that are not part of the Stemra repertoire shall be calculated pro rata with a reduction in the specified remuneration for each piece.
- 16 Rates for sound carriers not included here are available on request.
- 17 Including advertising messages on a sound carrier containing Stemra repertoire shall be subject to a surcharge of 25% over and above the rates owed to Stemra.
- 18 If the sleeve, label or inlay card contains text, logos or other images intended for advertising purposes, a surcharge of 10% shall be applied to the applicable rates.
- 19 Stemra will always charge based on a minimum of 100 copies.
- 20 Without prejudice to the stipulations of Article X, Stemra reserves the right in the event of the manufacture and distribution of sound carriers containing Stemra repertoire without Stemra's prior permission, irrespective of any civil and/or criminal proceedings, to refuse permission subsequently, and in any event to charge additional administration costs of at least € 35 plus a minimum of 100% of the amount due for mechanical ownership rights if permission is granted subsequently.

- 21 All expenditure Stemra considers necessary to collect its claims from the requester, including the cost of the legal and non-legal collection of remunerations due, with the addition of the legal interest from the invoice due date, will be charged to the requester.
- 22 Non-legal expenses such as the cost of inspection and summons, and similar costs charged to Stemra by third parties shall be set at 15% of the amount to be collected, with a minimum charge of € 70.
- 23 If details provided by the requester relating to the recorded work(s) are incorrect or if Stemra's documentation does not include details of a specific work, Stemra reserves all rights if it subsequently comes to light that the work is indeed part of the Stemra repertoire. In this case, remuneration shall be due and the requester shall commit to paying this remuneration.
- 24 The permission granted by Stemra applies exclusively to the commercial exploitation of the repertoire within the EU. The requester must apply for additional permission for exports outside the EU.
- 25 The sound carrier label must include the following:
 - a. STEMRA in capitals
 - b. the sound carrier catalogue number
 - c. the original titles of works, including the complete, exact names of composer(s), lyricist(s), adapter(s), performer(s)/artist(s)
 - d. the following text: "All rights of the phonogram producer and owner of the recorded work are reserved. Any duplication, rental, loan, public performance and radio broadcast of this sound carrier is prohibited."
- 26 The requester shall only be entitled to have sound carriers manufactured by a third party if the latter has signed a manufacturing contract with Stemra or another BIEM organisation.
- 27 A sample copy of the sound carrier must be forwarded to Stemra. This copy will not be returned.
- 28 If the titles of the recorded works turn out not to match the repertoire details submitted by the requester to Stemra, any permission granted by Stemra will be considered not to have been granted, taking into account the stipulations in Article 1.
- 29 Where Stemra considers it necessary to verify the details provided, the requester shall grant Stemra inspectors access at all times to its offices, warehouses, recording, manufacturing or any other areas, or areas belonging to its co-operators or partners. The requester shall also grant Stemra inspectors access to its accounts and correspondence. Stemra undertakes to maintain absolute confidentiality in respect of all third party information and facts that come to its attention when carrying out an inspection. Inspections may by mutual agreement be carried out by a chartered auditor, the cost of which shall be borne by the requester.
- 30 The requester declares that the recording has been made legitimately with the consent of the performing artists and/or permission of the phonogram producer in the case of copies of an existing sound carrier. If the consent of the performing artists and/or phonogram producer has not been given, Stemra reserves the right to consider any permission already granted on behalf of Stemra not to have been granted, taking the stipulations of Article 1 into account. The copying of sound carriers without the prior consent of the performing artist(s) and/or phonogram producer(s) is not permitted.

- 31 As stated in Article 1, Stemra's permission will be granted for the use of the work in its original form and for the combined music and lyrics. If there is a question of adaptation of an existing work or works, the requester states that he or she has obtained the consent of the rightholder(s) for adapting that or those existing work or works. If that consent has not been given, Stemra reserves the right to consider any consent already granted on behalf of Stemra not to have been granted, taking the stipulations of Article 1 into account.