

RADIOPRO RIGHTS MANAGEMENT LIMITED COLLECTIVE MANAGEMENT ORGANISATION (CMO)

Distribution Scheme

1. Calculation of Rightsholders' Equitable Revenue

1.1. Royalties are distributed according to the following scheme:

- a) 50% goes to the authors/creators of the Work and
- b) 50% to the performers and producers (rights related to copyright). From the 50% part of the related rights:
 - I) 34% goes to the music producer / publisher (17% of the total fee),
 - II) 33% to the singers (16,5% of the total fee) and
 - III) 33% (16,5% of the total fee) to the performing musicians.

1.2. Each Rightsholder on a Track shall be treated as making one contribution only per Track per category of contribution and shall be categorised as either a Featured Rightsholder or a NonFeatured Rightsholder.

1.3. Notwithstanding the definition of Non Featured and Featured Rightsholders, Rightsholders who make a claim to amend or add to data held on a Track will be categorised according to the evidence provided in accordance with the claims process set out in Schedule D2 hereto, or as may be varied from time to time. Those providing evidence that they contributed to a Track will be treated as Non-Featured Rightsholders. The claims process shall be published and made available to Rightsholders in a manner to be agreed from time to time. For the avoidance of doubt the provisions of this Clause shall not prevent the application of agreements referred to in Clauses 2.1, 3.4 and 3.5 below.

2. All Rightsholders

2.1 Equitable music royalties distribution shall be allocated in such proportions as all the Rightsholders agree in writing in the Format Supplied provided they are able to certify they were the total number of Rightsholders on a Track. Reasonable efforts will be undertaken to inform Rightsholders' whether by means of the Format Supplied or as otherwise agreed, of the proportions of Rightsholders' Equitable

Revenue / Remuneration that would apply pursuant to Clauses 3 or 4 below in default of any such agreement as referred to in the Clause.

2.2 In the event that Clause 2.1 above applies, allocations shall be made as agreed only if the agreement in the appropriate format is received before the deadlines which shall be published in advance.

2.3 In the absence of any agreement as provided for in Clause 2.1 above, the allocations shall be made as set out in Clauses 3, 4 and 7, or as may subsequently be agreed pursuant to Clauses 5 or 6 below.

3. Featured Rightsholders

3.1 Seventy (70) per cent of the Rightsholders' Allocation per category of contribution shall be allocated to Featured Rightsholders on a per capita basis, subject to Clauses 3.2 and 3.3 below.

3.2 Where all Rightsholders on a Track certify in the Format Supplied that they are the only contributing Rightsholders and all such Rightsholders are Featured Rightsholders (including any Rightsholders to be treated as a Featured Rightsholder pursuant to Clause 3.3) one hundred (100) per cent of the Rightsholders' Allocation per category of contribution shall be allocated to those Rightsholders on a per capita basis.

3.3 Where all Featured Rightsholders on a played Track agree in writing in the Format Supplied, a Non-Featured Rightsholder shall be treated for the purposes of this Agreement as a Featured Rightsholder and shall received a share of Rightsholders' Equitable Revenue pursuant to Clause 3 and not Clause 4 of this Schedule.

3.4 Rightsholders' Equitable Revenue shall be allocated in accordance with the provisions of Clause 3.1 and 4.3 except when all the Featured Rightsholders on a Track unanimously agree in writing in the Format Supplied to vary as between them the proportions of the Rightsholders' Equitable Revenue payable to them.

3.5 In the event that Clause 3.4 above applies, allocations shall be made as agreed only in the appropriate completed declaration form is received before the deadlines which shall be published in advance.

3.6 In the event a declaration form or any written agreement referred to in Clauses 2.1, 3.3 or 3.4 above, is received after the deadlines referred to in Clause 2.2 or 3.5 above, the proportions of Rightsholders' Equitable Revenue stipulated on the relevant declaration form or agreement (as the case may be) will be used to

recalculate shares for all subsequent distributions and, if requested by the relevant Rightsholders in the Format Supplied, all previous distributions of Rightsholders' Equitable Revenue in respect of any Period of the last three (3) preceding Periods.

3.7 There shall be full Track level accounting of the amount allocated to each Featured Rightsholder. Any new relevant information received in connection with performances on Tracks may lead to a recalculation of the amount of Rightsholders' Equitable Revenue allocated to individual Featured Rightsholders in respect of any previous distributions of Rightsholders' Equitable Revenue made in respect of any Period of the last preceding three (3) Periods and all subsequent distributions.

3.8 Rightsholders' Equitable Revenue shall be distributed to qualifying Featured Rightsholders who have registered and who have made valid claims against Tracks or whose contribution have otherwise been proved.

3.9 Rightsholders' Equitable Revenue which remains undistributed despite reasonable endeavours to pay Featured Rightsholders who are eligible shall be held on account for the Retention Period to pay late claimants.

3.10 At the end of the Retention Period any unpaid Equitable Revenue set aside to Featured Rightsholders shall be transferred into the Undistributed Rightsholders Fund.

4. Non-Featured Rightsholders

4.1 Thirty (30) per cent of the Rightsholders' Allocation per category of contribution shall be allocated to Non-Featured Rightsholders,

4.2 Each identified Non-Featured Rightsholder shall be allocated a fixed percentage of the Non-Featured Rightsholders' Allocation per category of contribution for each Track on which they have performed. This will be calculated by reference to the number of Non-Featured Rightsholders treated as having performed on the Track. By way of example only: if ten (10) Non-Featured Rightsholders are treated as having performed on a Track then the fixed percentage shall be three (3) per cent of the appropriate per category of contribution i.e.: the standard thirty (30) per cent available to Non-Featured Rightsholders divided by the top of the range. The maximum allocation to a single Non-Featured Rightsholder is seven point 5 per cent (7.5).

4.3 Following the above allocations Rightsholders' Equitable Revenue shall be distributed to identified qualifying Non-Featured Rightsholders who have registered and who have made valid claims against Tracks or whose contributions has otherwise been proved.

4.4 After distribution referred to in Clause 4.3 above and subject to Clause 4.5 below, the Non-Featured Rightsholders' Allocation will be held for the Retention Period to pay qualifying Non-Featured Rightsholders who have delayed in making a claim.

4.5 It is accepted that on older repertoire which, by way of example only, shall be considered as being Tracks recorded prior to 1980, this shall provide the primary means of distribution to Non-Featured Rightsholders. With respect to more recent repertoire where more information is available on contributions to a Track, it is accepted that the track based distribution system referred to in Clause 4.3 above shall operate as the primary means of paying Non-Featured Rightsholders.

4.6 The claims process required in relation to Clause 4.5 above requires the certification in the Format Supplied of participation in sessions year by year or by reference to main artist.

4.7 Payment as against claims set out in Clause 4.6 above shall be divided among all qualifying Non-Featured Rightsholders who have fulfilled the requirements set out in Clause 4.6 above.

4.8 There shall be no retrospective Track level re-allocation for Non-Featured Rightsholders provided that, for the avoidance of doubt, where there is an agreement notified under Clauses 2.1 or 3.3 above nothing in this Clause shall prevent a recalculation of shares as between the Featured Rightsholders (including any Non-Featured Rightsholder who is by virtue of such declaration or agreement to be treated as a Featured Rightsholder) and provided further that this Clause shall not affect any allocations made pursuant to Clauses 4.5, 4.6 and 4.7 above.

4.9 Notwithstanding anything to the contrary in the Schedule, where any Non-Featured Rightsholders on a recording are all members of an ensemble:

- and the ensemble has (or the Rightsholders comprising the ensemble have) an amateur or volunteer status, or where, in good faith, it is anticipated that the amounts of Rightsholders' Equitable Revenue payable over an aggregate of 3 Periods shall not exceed the minimum payment threshold referred to in Clause 7.1 below, then unless the ensemble (or the administrator(s) thereof) object, the aggregate of Rightsholders' Equitable Revenue due to the Non-Featured Rightsholders comprising that ensemble shall be distributed to the person or entity responsible for the administration of the ensemble as a single point of payment;

- In the event that a single point payment is made or arranged with any ensemble pursuant to this Clause, by any individual Rightsholder(s) requires individual payment, such request will be acceded to (subject to the minimum payment threshold referred to in Clause 7.1 below) but this shall not automatically suspend the arrangements for single point payment for the other Rightsholders, but each case shall be considered individually (if necessary by the Mediation Committee) to assess the economic and administrative consequences thereof.

5. Line-Up Complete

The parties hereby confirm that they will enter into good faith discussions to resolve as soon as possible the feasibility of the whole of the Rightsholders' Allocation per category of contribution to be allocated in the case of Tracks which are "line-up complete" where the contributing Rightsholders on such Tracks comprise both Featured Rightsholders and Non-Featured Rightsholders and where Clauses 3.3 and 4.2 do not apply. Those discussions shall also consider the procedures and evidence by which such Tracks may be considered "line-up complete" (i.e. that all contributing Rightsholders are identified by name only or have registered) and the extent to which the provisions of Clause 7 below relating to the distribution of the Undistributed Rightsholders Fund shall apply.

6. Minimum Payment Level / Track Exchange

6.1 An individual qualifying Rightsholder or persons or entities, referred to in Clause 4.11 above, will not be entitled to receive a distribution where the minimum payment falls below the sum of €20. If the amount of monies due to an individual Rightsholder or such persons or entities referred to in Clause 4.11 above (and for the avoidance of doubt such monies shall in these circumstances include Interest due to be credited to the relevant Rightsholder or Rightsholders if distribution is to be made to a single person or entity under Clause 4.11 above) pursuant to this Scheme falls below this figure, the money will be held on account for the Rightsholder or such persons or entities, referred to in Clause 4.11 above, until it reaches the relevant payment level.

6.2 Notwithstanding the allocations set out in Clauses 3.4 (and any other provisions as may be agreed pursuant to Clause 5) herein, where a reciprocal agreement is in force between RadioPro Rights Management Limited and an overseas collecting society which requires RadioPro Rights Management Limited to pay that society where all Rightsholders on a Track are nationals or residents of the Country in question, irrespective of whether they are members of that society, then RadioPro

Rights Management Limited shall make a lump sum payment to that other society of Rightsholders' Equitable Revenue due to such Rightsholders for the relevant Period and that society shall distribute it by agreement with RadioPro Rights Management Limited either in accordance with its own distribution scheme or with the distribution scheme described herein.

7. Undistributed Rightsholders Fund

Monies held in the Undistributed Rightsholders Fund at the end of the Retention Period shall be paid to all Full Members on Qualifying Tracks pro-rata to the total payment of Rightsholders' Equitable Revenue.

8. Retention Period

The Retention Period to be set at Three Years.

9. Unidentifiable Data

Where it arises that monies cannot for whatever reason be assigned to Rightsholders, it will be assigned to the Undistributed Rightsholders Fund.

10. Interest on Deposit

All interest earned on deposit less D.I.R.T. (Deposit Interest Retention Tax) will be allocated to all Full members on the basis of their pro-rata earnings for that period.

11. Fees

The fee is calculated on the cost recovery principle and is deducted from the domestic earnings details of actual costs are displayed on statements issued directly to all Full Members.

12. Claims

a) Rightsholders Share Agreements (RHSA): Forms are available from RadioPro Rights Management Limited for either all Rightsholders or all the Featured Rightsholders on a track to agree how they wish to share the money. Otherwise, the following standard rules will apply.

b) Treatment Rules: Rightsholders who make a claim will be categorised according to the evidence provided. Those providing evidence that they contributed to a track will be treated as 'N' unless they are able to prove an 'F' contribution as set out below.

c) Non-Featured Rightsholders:

“N” A Non-Featured Rightsholder means a Rightsholder who has been engaged for one or a number of fixed periods of time, customarily known in the industry as “sessions”, specifically to create one or more recorded backing performances which subsequently are included in the sound recording.

d) Featured Rightsholders:

“F” The Featured Rightsholder means members of the band/ensemble.

e) Inaccurate Line-ups: If a Rightsholder believes that the line-up on recording is wrong, the Rightsholder should write RadioPro Rights Management Limited and attach the relevant evidence. This will then be reviewed. Adjustments will be made if the claim is proven and not disputed or it will be referred to the disputes procedure.

Supporting Evidence	Suitable for 'N' Claims	Suitable for 'F' Claims
Payslips/Invoices	Yes	Yes
Certification from a timestamp authority for the creation of the work	Yes	Yes
Letter from Record Company confirming contribution category	Yes	Yes
Letter from a Contracted Artist or their Management confirming contribution category	Yes	Yes
Letter from Producer confirming contribution category	Yes	No
Record/Tape/CD Sleeve inlay naming the Rightsholder in the main artist section or as a member of the band (which is not a Non-Featured Ensemble)	Yes	Yes
Record/Tape/CD Sleeve inlay naming the Rightsholder as a contributor	Yes	Yes
Published discography/Internet discography	Yes	Yes
Reference Books/Trade Press	Yes	Yes

Royalty Share Agreement	Yes	Yes
Awards	Yes	Yes

f) Where it is indicated that the supporting evidence specified above may provide proof for more than one category of Rightsholder claims, this does not mean or imply that such evidence will automatically provide proof of the category claimed. Any evidence submitted will be assessed as to what, if any, proof it provides of copyright ownership and the category of contribution in accordance with the definitions more particularly detailed above.

Updated on 4 February 2021