

General Terms and Conditions

1. Through the Unisono user licence, the company, association or public service has copyright permission, as provided for in Article XI.165 of the Belgian Code of Economic Law, to perform all protected works belonging to the national and international repertoire of Sabam.

The company, association or public service also has the permission, as regards the related rights, as provided for in Articles XI.204 and XI.209 of the Belgian Code of Economic Law, to perform all protected works belonging to the national and international repertoire of Simim.

This permission applies to the performance(s) referred to in Article 2, for which the company, association or public service has indicated to use the aforementioned repertoires.

The user licence, that grants permission to use the selected type of music, is valid after payment of the invoice referred to in Article 6.

2. Simim has concluded a mandate agreement with Sabam, whereby Simim has assigned Sabam to collect the producers' related rights on its behalf, for the use of music by companies, associations or public services, in one or more of the following non-restrictive situations listed: music at the workplace, music in staff restaurants, music during staff parties, telephone hold music and background music on the website of the company, association or public service.

This cooperation is called 'Unisono'. All contacts (correspondence, invoices, telephone conversations, etc.) between Sabam and the company, association or public service take place under that name.

3. The Unisono user licence may not be transferred and, in the case of performance by mechanical or electronic devices, only applies to the use of legally manufactured audio or audiovisual carriers and/or legally downloaded audio or audiovisual files.

The moral right of authors and performing artists is expressly reserved.

4. The company, association or public service is responsible for the performances in its establishment, either by itself, or, with its consent, by third parties, for whom it is jointly and severally liable in that case.

5. The company, association or public service shall immediately report to Unisono any change in its establishment or activity which may affect the conditions for granting the permission referred to in Article 1.

6. The legally owed Unisono royalties shall be determined on a lump sum basis, in accordance with the applicable rates, and must be paid by the company, association or public service within thirty days after receipt of the invoice, by transfer to the bank account of Sabam-Unisono.

7. The Unisono royalties are linked to the index stated in the applicable rates. Each index fluctuation may result in an adjustment of the amounts due and will be reported by Unisono to the company, association or public service, through a notification on the invoice.

8. Companies, associations or public services that register their use of music spontaneously, are granted, during the first 3 years of the user licence, a 30% discount for music at the workplace, music in staff restaurants and music during staff parties. After these 3 years, the standard rate will automatically apply.

9. When using the Sabam or Simim repertoire without prior permission, the standard rate shall be increased by 30% during the first contract year. Upon assessment on site, transport costs of € 75 and assessment costs of € 50 will be charged.

10. At the request of Unisono, the company, association or public service shall provide, each year during the expiration month, a statement of the used works (i.e. a programme) regarding the categories 'telephone hold music' and 'background music on the website'.

11. If the invoice has not been paid by the expiration date, the company, association or public service will be charged a lump sum fee of € 15 per reminder. Furthermore, if the invoice has not been paid more than eight days after a second reminder, Unisono will be able to claim damages amounting to 15% of the invoice amount, with a minimum of € 125. If Unisono has to incur additional costs to obtain payment of the invoice, these will also be charged to the company, association or public service.

12. In the event of a spontaneous registration, the licence will enter into force on the first day of the month of signature, unless indicated otherwise by the user. In the case of an inspection, the start date is the date of the first day of the month in which the assessment took place.

13. This permission is valid for one year. It will be tacitly renewed each year, unless it is terminated by one of the parties by registered letter at least one month before each annual expiration date. In case the activities are permanently discontinued, the royalties due will be adjusted as follows, upon submission of a written proof of discontinuation:

- if the period between the last contractual expiration date and the date of discontinuation of the activities is at most one quarter, the royalties will be reduced by 50%.
- if the period between the last contractual expiration date and the date of discontinuation of the activities is at most one semester, the royalties will be reduced by 25%.

14. Unisono undertakes to notify the company, association or public service in writing of any change to these terms and conditions or to the rates. This notification will take place at least two months before the new terms and conditions or rates enter into force.

If the company, association or public service, after having been notified of the changes, does not accept them, it must inform Unisono of this in writing no later than 15 days before the new terms and conditions or rates enter into force. In that case, the user licence expires on the date of entry into force of these new terms and conditions.

If no written response is received within the aforementioned period, the company, association or public service shall be deemed to accept the new terms and conditions and/or rates.

15. In the event of disputes or non-compliance with the stipulated conditions, the parties acknowledge the jurisdiction of the courts and tribunals of Brussels or of the headquarters of the company, association or public service, at the choice of Unisono.

COMPLETED TRUTHFULLY IN:

Name:

Function:

Signature:

Date:

By returning the form 'application user licence', stating the various uses of the music repertoire the company declares to use, it accepts the terms and conditions as well as the rate provisions specified on this form. I acknowledge that deliberately stating incorrect and/or incomplete information is illegal, in accordance with the Belgian Code of Economic Law (Art. XI.293 § 1). In the context of this user licence, Sabam CVBA will be able to verify the information provided on site. The information provided through this form is confidential and is protected in accordance with the

Law of 8 December 1992 on the protection of privacy and Articles XI.281 and XV.113 of the Belgian Code of Economic Law.

Contact

Detailed information is available at www.sabam.be/unisono or www.simim.be/unisono. In the Unisono brochure, you will find information regarding the terms and conditions as well as the rates. You can download this brochure on our websites. If you have any questions, please do not hesitate to contact our customer service: unisono@sabam.be | phone: +32(0)22861585 | fax: +32(0)22861584 | SABAM CVBA, c/o Unisono, 75-77 Rue d'Arlon, 1040 Brussels.