

Terms and Conditions for TONO's Members

1. Transfer of administration

The rights holder and TONO hereby enter into such an administration contract as set out in Article 6 and Article 7 of TONO's Articles of Association. The terms and conditions are at all times subject to the provisions set out in TONO's Articles of Association and the provisions adopted in accordance therewith.

The rights holder transfers to TONO's exclusive administration such copyright-related rights as they themselves currently control and – for the duration of this contract – may subsequently come to control, with those limitations agreed in accordance with Article 7 of TONO's Articles of Association. TONO's administration rights include:

- a) Rights relating to performance, transmission and recording of musical works, with or without lyrics, with the exception of performance rights relating to works of musical drama.
- b) Rights to works of musical drama, if this is so agreed by means of a specially formulated "Supplementary contract relating to the administration of rights to works of musical drama".

However, TONO's administration rights do not cover non-commercial use, see clause 5 below, Section 5 of the Norwegian Copyright Act, concerning the rights holders' moral rights, and Section 6(1) of the Norwegian Copyright Act, concerning the requirement to seek the rights holders' consent to any adaptations of their works. The aforementioned rights remain under the control of the rights holder.

Any agreement regarding the use of works managed by TONO shall be entered into by TONO or such person as is authorised by TONO. The remuneration payable for such use shall be paid to TONO or such person as is authorised by TONO to receive such remuneration. Nor may rights holders themselves enter into agreements regarding the use of works managed by TONO or receive direct payment for such use from users of works, for the duration of the administration contract. (See also any supplementary contract for works of musical drama.)

If the rights holder has entered into an agreement regarding the transfer of copyright to a work that TONO is to manage before becoming a member of TONO, the rights holder has a duty to inform TONO of this. In such cases, the rights holder shall, upon request, send TONO a copy of the transfer agreement so that TONO can determine its scope.

TONO has a right and a duty to administer the works of the rights holder and all other rights holders for their joint benefit. TONO also has a right and a duty to protect the rights holder against infringements of such rights as TONO administers under this contract. TONO therefore has, on behalf of the rights holder, the right to file criminal charges, request a prohibition order and demand

payment, compensation or other sanctions for any infringement of the rights holders' rights pursuant to the Norwegian Copyright Act. TONO also has the right to take legal steps, if necessary, to recover any consideration owing from a third party.

2. Rights categories

The rights holder may restrict the rights transferred to TONO's administration, such that TONO administers only certain categories of rights. TONO divides rights into the following categories

1. Recording on audio media
2. Recording on audiovisual media
3. Synchronisation
4. Ordinary public performances
5. Radio and TV broadcasts
6. Internet

In addition, the rights may be divided up geographically.

If the rights holder wishes to withdraw a rights category from TONO's administration, they may do so by contacting TONO's membership service centre when entering into this administration contract, or terminate TONO's administration of that category by giving notice thereof no later than six months before the close of a calendar year.

Withdrawal from a rights category will encompass the use of all the member's works in the category concerned. It is not possible to withdraw individual works or works published by a particular publisher from TONO's administration.

3. Distribution

For the use of rights in respect of this contract, TONO is obligated to pay the rights holder the appropriate remuneration in accordance with TONO's prevailing Articles of Association and such provisions as are adopted in accordance therewith.

4. Registration of works

The rights holder undertakes, at the time of entry into this contract, to register with TONO those works over which the rights holder has control, and to subsequently register any new works as described in TONO's prevailing distribution plan or other provisions. Correct payment of the remuneration for use of a work is conditional upon its correct registration.

5. Non-commercial use, etc.

The rights holder may authorise such use as is not included in TONO's exclusive administration under clauses 1 and 2, including non-commercial use of rights or categories of rights. TONO's Board of

Directors has adopted a specific definition of what, in this context, shall be considered non-commercial use:

- It does not matter who uses the music, but the specific activity must:
 - Be organised by non-profit interests (humanitarian, political, religious).
 - Be non-commercial and not in competition with other suppliers in a market.
 - Be clearly distinguished from regular professional activities, if relevant.
- You must notify TONO's membership service centre before you license a work's use.
- You may license only your own musical works or your own shares in musical works.
- The licence must be granted without payment from the user.
- The licence is valid for one year. If the licence period is extended, you must notify TONO again, so that we can assess whether the use is still non-commercial.

6. Transfer of rights

Should the rights holder die before this contract expires, their rights and obligations under this contract are transferred to the person or persons who, by law or in accordance with the rights holder's last will and testament, inherits the rights.

7. Termination of the contract

This contract terminates:

- a) six months after TONO has received written notice of termination from a rights holder, though not before the close of a calendar year. The Board of Directors may decide to shorten the deadline in the individual case.
- b) when the rights holder no longer holds any rights as a composer or lyricist.

