

## General Distribution Regulations

### Article 1. Definitions

- 1.1. In these Distribution Regulations and the associated Sub Distribution Regulations, the following definitions apply:
- a. **Management fees:** the amounts charged by NORMA on or deducted from the revenue from the various Collection sources (or income from investment of those revenues) to cover the costs of the management of the Neighbouring Rights;
  - b. **Financial year:** the financial year of NORMA, as defined in the Articles of Association;
  - c. **Exploitation agreement:** the agreement between the Performing Artist and NORMA, under which the Performing Artist assigns Neighbouring Rights for collective exploitation and/or any arising claims for remuneration to NORMA and under which NORMA maintains and exploits these rights and claims for remuneration;
  - d. **Film work:** film work as referred to in Article 45a paragraph 1 of the Dutch Copyright Act ('Aw');
  - e. **Board of Rights Holders:** the Board of Rights Holders as defined in the Articles of Association;
  - f. **Supervisory Board:** the Supervisory Board as defined in the Articles of Association.
  - g. **Collection source:** a source of income for NORMA that can be distinguished according to the type of authority and/or remuneration claim of the Performing Artists;
  - h. **MyNORMA:** a web portal for the affiliates of NORMA, with a personal internet page where the affiliates can view and modify their own data and state the Works in which they have played a role in their capacity as Performing Artist;
  - i. **Neighbouring Rights:** the rights and/or claims by virtue of law, treaty or legal regulation, anywhere in the world, accruing to the Performing Artist or his successors in respect of the exploitation of his Performance or Recording of a Performance or of a reproduction thereof in any way whatsoever, all this in the broadest sense of the word and regardless of the way in which the exploitation takes place;
  - j. **NORMA:** Neighbouring Rights Organisation for Musicians and Actors (NORMA), registered in Amsterdam, being the collective management organisation for Performing Artists in the field of Neighbouring Rights;
  - k. **Recording:** sounds, images or a combination thereof recorded for the first time on any object suitable for reproduction or publication, or a reproduction thereof;
  - l. **Programme category:** the category in which Film Works are classified, based on the genre to which the Film Work belongs;
  - m. **Current account:** the balance formed by revenue from the various Collection Sources, which together constitute the remuneration to be paid to the entitled Performing Artist.
  - n. **Articles of Association:** the Articles of Association of NORMA;
  - o. **Track:** the discipline of the Performance within a Film Work, broken down by category.
  - p. **Stichting de Thuiskopie:** the [Private Copying] foundation, registered in Hoofddorp, being the legal person designated by the State Secretary of Security and Justice by means of a regulation of 15 May 2012 as representative legal entity charged with the collection and primary distribution of the equitable remuneration referred to in Art. 10 sub e Wnr j° art. 16c to 16g Aw (the Private Copying Fee);
  - q. **Stichting Leenrecht:** the [Public Lending Rights] foundation, having its registered office in Hoofddorp, being the legal person that by decision of October 30, 1996 by the Minister of Justice in agreement with the Minister of Education, Culture and Science on the basis of Art. 15a Wnr has been designated as representative legal entity that, with the exclusion of others, is charged with the collection and the primary distribution of the equitable remuneration referred to in Art. 2 paragraph 3 Wnr (the Lending Right Fee);
  - r. **Performing artist:** the performing artist as referred to in Article 1 sub a Wnr;
  - s. **Performance:** the activity of the Performing Artist as such;

- t. **Work:** a production to which the Performing Artist has provided his or her cooperation, including a Film Work or a music album, of which the Performance of the Performing Artist forms part;
- u. **Wnr** the Neighbouring Rights Act of 18 March 1993 (Official Gazette 1993, 178) regulating the protection of Performing Artists, producers of phonograms or of first recordings of films and broadcasting organisations and amendment of the Copyright Act.

## Article 2. Distribution

2.1. The remunerations received by NORMA during any Financial Year by virtue of the exploitation of the rights or claims for remuneration entrusted or transferred to NORMA shall be paid to the Performing Artist, taking into account the capacity of the relevant category of Performing Artists and the origin of the remunerations.

- a. A Collection Source is formed by the equitable fee received, or to be received, from the Stichting de Thuiskopie under the Wnr in conjunction with the Copyright Act (hereinafter: 'Private Copying Fee');
- b. A Collection Source is formed by the equitable remuneration received, or to be received, from the Stichting Leenrecht under the Wnr (hereinafter: 'Lending Right Fee');
- c. A Collection Source is formed by the equitable proportional remuneration (to be) received from fee payers for (execution of) the broadcast of the Performance in a Film Work pursuant to Article 45d paragraph 2 Aw in conjunction with 4 paragraph 2 Wnr, facultatively including the temporarily making available the Film Works to the public, after it has been broadcasted, free of charge on individual request up to and including 14 days after that broadcast (hereinafter: 'Television broadcast fee');
- d. A Collection Source is formed by the remuneration (to be) received from the fee payers, under Article 45d paragraph 2 Aw in conjunction with 4 paragraph 2 Wnr, for the showing of a Performance in a Film Work other than in the cinema, as well as the distribution of the Performance in a Film Work by wire or wirelessly to rooms in a building or to rooms in several buildings belonging together (hereinafter: 'Public screening and minor transmission fee');
- e. A Collection Source is formed by the remuneration (to be) received from the fee payers, under Article 45d Aw in conjunction with Article 4 paragraph 2 Wnr for a service that wholly or partly aims at a Dutch public, making Film Works available in such a manner that the performance in a Film Work is accessible to the members of the public against payment in the Netherlands is available at a place and time individually chosen by them (hereinafter: 'Video On Demand fee');
- f. A Collection Source is formed by the remuneration (to be) received from the fee payers, under Article 45d Aw in connection with Article 4 Wnr for other exploitations that are (will be) collectively managed (hereinafter: 'Other film rights fee');
- g. A Collection Source is formed by the remuneration (to be) received from museums, libraries and (other) heritage institutions, resulting from the reproduction and publication of a Performance for the purpose of archiving ('Archive Fee');
- h. A Collection Source is formed by the remuneration (to be) received from the fee payers pursuant to the broadcasting, or otherwise communicating to the public, of a (live) performance via radio by wire or wirelessly, with the exception of the rights referred to in Article 7 Wnr (hereinafter: 'Radio Fee');
- i. A Collection Source is formed by the remuneration (to be) received from the fee payers, under Article 14a Wnr for the unchanged and unabridged retransmission of a Performance by means of a broadcasting network (hereinafter: 'Rebroadcasting Fee');
- j. A Collection Source is formed by the fees received from fee payers from neighbouring rights and/or claims for remuneration pursuant to the law, treaty or (statutory) regulation, wherever in the world accruing to the Performing Artist in respect of any publication, distribution and/or reproduction of performances protected by Neighbouring Rights that are (or will be) exercised collectively (hereinafter: 'Other fee');

- 2.2. In principle, only members and rights holders who are represented by foreign organisations as referred to in Article 4.3 of the Articles of Association are entitled to share in the remunerations referred to in the previous paragraph and are entitled to payment, unless the law or agreement stipulate otherwise with regard to a particular Collection Source. In the event that non-members are also entitled to the remuneration referred to in the previous paragraph then, in order to qualify for payment, they will have to comply with the same formalities as members.

#### *Management Fees and deductions*

- 2.3. The fees mentioned in the first paragraph are reduced by the Management Fees, the collective fees and other deductions mentioned in Article 2.5.
- 2.4. The Supervisory Board approves the deduction percentage from which the Management Fees and any other deductions are financed. The Management Fees are reasonable, are in proportion to the services provided by NORMA and are determined based on objective criteria. In principle, the deduction will not exceed 15% of the collected fees.

#### *Collective (Social Cultural) funds*

- 2.5. The Board of Rights Holders determines the deduction percentage on the remunerations referred to in Article 2.1 for use in social and cultural purposes for the benefit of Performing Artists and/or for activities that promote Dutch cultural life. The deduction will not exceed 15% of the collected remuneration.
- 2.6. The Board of Rights Holders determine regulations concerning the way in which the collective funds in question are spent based on equitable criteria.

### **Article 3. Registration of Works**

- 3.1. In terms of registered Works, NORMA primarily proceeds from the Works registered to NORMA by the Performing Artists in their capacity as rights holders.
- 3.2. In principle, registration of the Works takes place via MyNORMA. The rightsholding Performing Artist also indicates in the registration of the Works the Tracks on which his/her Performances have taken place.
- 3.3. NORMA is also entitled to require from each rightsholding Performing Artist a separate registration of the Works and the Tracks in which those Performances must be categorised. NORMA will then make available a separate registration form for the rightsholding Performing Artist. The entitlement to the payment of the remuneration in respect of the Work in question arises only after the separate registration has been received and approved by NORMA.

*Completeness and changes*

- 3.4. In respect of registrations of Works by means of statements in error via MyNORMA, (digital) forms not fully completed, or in a manner differing from that stipulated by or pursuant to NORMA, no payment will be made, unless in the judgement of NORMA there are compelling reasons to nonetheless approve the registration in question.

*Proof and correctness*

- 3.5. The rightsholding Performing Artist is obligated at NORMA's first request to show the grounds on which he believes he is entitled to share in the remuneration for a particular Work.
- 3.6. If NORMA has reasonable grounds for doubting the accuracy of the alleged entitlement to a Work, NORMA is entitled to suspend the payment of the relevant remuneration until it is properly established to NORMA's satisfaction that a claim to the remuneration in question is justified.

**Article 4. Basis for apportionment**

- 4.1. The distribution of remunerations as referred to in Article 2.1 is based on data reasonably available to NORMA with regard to the relevant use.
- 4.2. With regard to the acquisition and processing of the data referred to in the previous paragraph, NORMA shall, at its own discretion, take all measures that are desirable both from the point of view of equitable distribution and from the point of view of efficient operations.

*Distribution of Film Work fees*

- 4.3. Unless otherwise determined by Sub Distribution Regulations, the following allocation keys are taken into account when distributing the available remunerations for Film Works as referred to in Article 2:
- Programme Categories;
  - Audience figures for a Film Work;
  - The Track in which the participation took place;
  - The role of the rightsholding Performing Artist.
- 4.4. Film Works are subdivided into the following Programme Categories:

<b>Programme category:</b>
<b>Film</b>
<b>Concerts</b>
<b>Cabaret</b>
<b>Performing arts</b>
<b>TV series</b>
<b>Art</b>
<b>Animation film and animated TV series</b>
<b>(Working-days-) daily TV series</b>
<b>Entertainment</b>
<b>Docudrama</b>
<b>Documentary</b>
<b>Informational (incl. sport)</b>

- 4.5. The weighting per Programme Category is determined in an implementation decision as published on the website [www.stichtingnorma.nl](http://www.stichtingnorma.nl) and can only be changed by the Board of Rights Holders.
- 4.6. For each Film Work, a score per Collection Source is determined. This score is calculated by multiplying the audience figures for the Film Work by the weighting of the Programme Category.
- 4.7. All relevant Film Works are then ranked in accordance with their respective scores. From high to low, at least 90% cumulatively of the highest scores are included in the distribution.
- 4.8. The allocated remuneration per Film Work is calculated as follows (per Financial Year):  
(Film Work score / total number of scores) \* available total remuneration per Collection Source.

*Performing Artist's Share in a Film Work*

- 4.9. When distributing the available remuneration to a Performing Artist, the weighting of the relevant Performance in the Film Work (the 'role') is also taken into account. NORMA uses three roles: Leading role, Supporting role and Minor role.
- 4.10. The further elaboration and the weighting per role as mentioned in the previous paragraph is determined in an implementation decision as published on the website [www.stichtingnorma.nl](http://www.stichtingnorma.nl) and can only be changed by the Board of Rights Holders.
- 4.11. When distributing the remunerations from the Collection Source as referred to in Article 2.1 sub c to sub e, the only rightsholding Performing Artists who are eligible for a are those who fall under 'Main role'.
- 4.12. A weighting is also assigned to the Track in which the Performance of the rightsholding Performing Artist took place.
- 4.13. NORMA distinguishes five tracks:

Track:
<b>Visual</b> (in image)
<b>Speech</b> (dubbing, voice-over)
<b>Soundtrack</b> (music specially performed for the Film Work in question)
<b>Sound recording</b> (existing music, placed in a Film Work)
<b>Sound ID</b> (music in a leader of a Film Work)

- 4.14. The weighting per Track is expressed in a number of points established in an implementation decision as published on the website [www.stichtingnorma.nl](http://www.stichtingnorma.nl) and can only be changed by the Board of Rights Holders.
- 4.15. Per Film Work, each rightsholding Performing Artist is awarded the number of points for the weighting per role, multiplied by the number of points awarded to the Track in which the performance is delivered.
- 4.16. The final remuneration per rightsholding Performing Artist in the Film Work is calculated as follows:(the number of points per Performing artist / the total number of points of all performing artists within that work) \* the remuneration allocated to that Work.

- 4.17. In an implementation decision, as published on the website [www.stichtingnorma.nl](http://www.stichtingnorma.nl), with respect to each track the maximum percentage of the available remuneration per Film Work is determined for distribution within that Track. Only the Board of Rights Holders can change this percentage.
- 4.18. In compelling cases, the Board of Rights Holders may for individual cases decide to deviate from the allocation keys mentioned in this article.

#### *Reservations for Film Works*

- 4.19. NORMA makes use of reservations of the expected number of rightsholding Performing Artists per Film Work prior to the final distribution.
- 4.20. The available remunerations arising from released reservations will be divided among the rightsholding Performing Artists in the Film Work in question, according to the allocation keys as set out in Articles 4.9 to 4.18. If it proves impossible to distribute the remuneration within the present Film Work in question, the available remuneration will be divided among the other Film Works that fall within the same Collection Source as that in which the reservation is released, according to the procedure as set out in Articles 4.1 to 4.18.
- 4.21. The remuneration that is released because the maximum percentage as referred to in Article 4.17 is exceeded, is divided among the other Film Works that fall within the same Collection Source according to the procedure as set out in articles 4.1 to 4.18.

#### *Distribution of other remunerations*

- 4.22. The distribution of remunerations from Collection Sources with regard to other Works is set out in the relevant Sub Distribution Regulations.

## **Article 5. Payments**

- 5.1. Each rightsholding Performing Artist has a Current Account in the NORMA distribution system. Allocated remunerations per Collection Source for payment will first be placed on the Current Account of the relevant rightsholding Performing Artist and subsequently paid out.
- 5.2. With due observance of the other provisions of these regulations, NORMA will, at the latest, within six months (with respect to the Collection Sources named under Article 2.1 sub a and sub b), or nine months (with respect to the Collection Sources named under Article 2.1 sub c to sub j) following the Financial Year in which the remuneration was received by NORMA, make payment to the rightsholding Performing Artists, unless there are objective reasons whereby this term cannot be achieved.
- 5.3. Remunerations that cannot be paid out within the terms mentioned in the previous paragraph will be paid out at the latest within three calendar years following the year in which the remuneration was received by NORMA.
- 5.4. A rightsholding Performing Artist has the option to submit a back claim within two calendar years following the term from the previous paragraph, which back claim NORMA will assess on its merits.

#### *Threshold*

- 5.5. NORMA undertakes to distribute the remunerations attributable to the rightsholding Performers per Collection Source by applying the provisions as included in these regulations and the corresponding Sub Distribution Regulations, on the understanding that if the amount on the Current Account of a Performing Artist does not exceed the minimum amounts fixed by NORMA in the implementing decisions it will not be paid out.
- 5.6. The rightsholding Performing Artist must provide the number of a registered bank account to which NORMA can pay the fee by Giro transfer.
- 5.7. The Supervisory Board can set further rules with regard to the timing of payment.

#### *Foreign fees*

- 5.8. These regulations and associated Sub Distribution Regulations do not apply to remunerations received by NORMA from foreign organisations under representation agreements. The distribution and payment of such fees is managed with due observance of the distribution rules of the relevant foreign organisations.

#### *Conflicting claims*

- 5.9. The calculated available remuneration per Work is distributed to the rightsholding Performing Artists in accordance with the allocation key(s) as set out in these regulations and/or Sub Distribution Regulations, regardless of any differing mutual arrangements between qualifying persons. In the event of conflicting claims to a share in a performance, the Board of Rights Holders is entitled to suspend the payment for the use of that share until the parties have reached an agreement or until it has received a binding decision from the parties.

#### *Settlement*

- 5.10. NORMA is authorised, but not obliged, to recover unduly paid remuneration, or to settle it via the Current Account of the relevant Performing Artist with other payments of remunerations to that same Performing Artist. Overpaid amounts will not be recovered if, in the opinion of the Board of Rights Holders, there are compelling reasons to regard recovery as unreasonable.

### **Article 6. Foreign rights holders**

- 6.1. The provisions of these General Distribution Regulations apply in full to the distribution of the collected for the benefit of foreign rightsholding Performing Artists.

### **Article 7. Undistributed funds**

- 7.1. NORMA will keep separate registration records of rightsholding Performing Artists who cannot be identified or located.
- 7.2. Within three months after the terms as stated in Article 5.2, NORMA will publish information about the Works in respect of which one or more rightsholding Performing Artists have not been identified or located, to:
  - a. The Performing Artists that NORMA represents;
  - b. All collective management organisations with whom NORMA has concluded representation agreements.
- 7.3. In so far as available, the information as referred to in Article 7.2 shall include the following:
  - a. The title of the Work;
  - b. The name of the rightsholding Performing Artist(s) in question.

- c. The name of the producer(s) in question.
  - d. All other relevant available information which could assist in identifying the rights holder.
- 7.4. If the procedure described in Articles 7.2 and 7.3 yields no result, then no later than one year after the expiry of the period referred to in Article 7.2, NORMA shall make the information referred to in these Articles publicly available on the website [www.stichtingnorma.nl](http://www.stichtingnorma.nl)
- 7.5. Remuneration that has not been paid within the term as referred to in Article 5.3, despite all the necessary measures to identify and locate the rightsholding Performing Artists as referred to in Articles 7.2 and 7.3, shall be deemed to be undistributed. The Board of Rights Holders decides on the use of the undistributed monies, with due observance of the provisions of Article 5.4.

## **Article 8. Complaints and Disputes**

- 8.1. Rightsholding Performing Artists can submit complaints against NORMA in accordance with NORMA's Complaints and Dispute Regulations. If the complaints procedure has been fully explored, the rightsholding Performing Artists can submit the particular dispute with NORMA to the Disputes Committee, in accordance with NORMA's Complaints and Disputes Regulations.
- 8.2. In accordance with Article 4 paragraph 2 of the Exploitation Agreement, complaints about a payment can be submitted up to two years after the payment. Thereafter, the right to complain about the relevant payment expires.

## **Article 9. Other provisions**

- 9.1. In all cases concerning the distribution of remunerations collected by NORMA for Performing Artists for which the General Distribution Regulations, the Sub Distribution Regulations, the Exploitation Agreement, the Articles of Association or any other regulations in force within NORMA, do not provide, the Board of Rights Holders shall decide.
- 9.2. Dutch law applies to these General Distribution Regulations and the Sub Distribution Regulations. Disputes arising from the (application of the) regulations will be laid before the competent judge in the Netherlands.
- 9.3. Any possible invalidity of any provision of these regulations and the Sub Distribution Regulations does not affect the validity of the other provisions.
- 9.4. The provisions of these General Distribution Regulations apply in full to the established Sub Distribution Regulations, in so far as the Sub Distribution Regulations do not explicitly deviate therefrom.

This latest version adopted by the board on 5 October 2017. These regulations apply to the distribution of remunerations received in respect of the 2015 Financial Year and beyond, and replace the former General Distribution Regulations and Sub Distribution Regulations for Video Home Copying, Video Lending Rights and Television Broadcasting.

This is an English translation of NORMA's Dutch General Distribution Regulations. In the event of discrepancies between the two versions, the Dutch version shall prevail.