

General Terms and Conditions for Public Performance of TV

1. Copydan Verdens TV

- 1.1. Copydan Verdens TV (CVR no. 18463202) is a non-profit association that administers and manages rights in connection with the distribution of Danish and international TV and radio channels.

2. The Agreement

- 2.1. The current version of these General Terms and Conditions for Public Performance of TV (the "Terms") is an integral part of the agreement ("Agreement") on public performance between Copydan Verdens TV and the customer ("Customer"). The Agreement allows the Customer to show the TV channels covered by the Agreement simultaneously and unaltered on TV screens installed on the Customer's premises at the address specified in the Agreement.

- 2.2. The current price list for TV for public performance and the current list of TV channels covered by the Agreement are also an integral part of the Agreement. Both lists are available at www.copydan-verdenstv.dk. Copydan Verdens TV reserves the right to make changes from time to time to the Terms, the price list, and the list of covered TV channels, for example due to changes in the scope of covered rights. Prices are adjusted annually based on the previous year's net price index for July. Copydan Verdens TV may also make price adjustments with one month's notice.

3. Customer's license to show tv

- 3.1. The Customer is not allowed to show the TV channels in a cinema-like manner, and the

Customer may for example not charge an entrance fee, as well as show the TV channels on a large screen. The showing of the TV channels shall always be simultaneous and unaltered and of good technical quality. The Agreement does not cover rights to the public performance of radio channels through TV or other devices.

- 3.2. The Customer is responsible for clearing rights in the covered TV channels that are not cleared through the Agreement. This includes concluding agreements with broadcasters (TV stations). Sports events are for example not covered by the Agreement, and public performance thereof requires a separate agreement. The Customer is obliged to indemnify Copydan Verdens TV and the represented rights holders at any time for any claims from third parties for any unauthorised showing of the TV channels. The same applies to claims arising out of the Agreement from third parties against UBOD (association of radio and TV stations).

4. Remuneration

- 4.1 The Customer's payable remuneration is calculated based on the number of TV screens on the Customer's premises and the size of these TV screens (the amount of inches per TV screen). The stated prices are currently without VAT. Note that the Danish Parliament has passed new VAT rules (see Act no. 1695 of December 30, 2024). The new law applies to the delivery of licenses from July 1, 2025. From this date,

prices will therefore be subject to VAT (25%). Further information on the calculation method can be found in the price list. If the number of TV screens or the size of the TV screens change, the Customer is obliged to immediately notify Copydan Verdens TV. In the event of changes, the payment will be adjusted as of the next quarterly billing. Notifications of changes must be received by Copydan Verdens TV no later than December 1, March 1, June 1, or September 1, one month before the change takes effect. If significant changes are made during a quarter, Copydan Verdens TV may make an adjustment in arrears.

- 4.2. If the reported number of TV screens or their size do not match the actual number and size, the Customer shall pay the difference calculated from the conclusion of the Agreement.
- 4.3. Payment of the remuneration is made quarterly in advance on the 15th of the month prior to a new quarter. The Customer's first payment shall be calculated to cover the remaining period of the current quarter and the next quarter. Claims for payment of remuneration accrue interest from the due date until payment is made in accordance with the rules of the Danish Interest Act. Reasonable fees may also be charged to the extent they are justified by the additional work caused by a breach.
- 4.4. The Customer is not entitled to offset claims for payment of remuneration, regardless of the

nature of the counterclaim, including claims for reimbursement of remuneration for previous years and regardless of whether such counterclaim is undisputed.

- 4.5. Upon request the Customer shall provide the necessary information in order for Copydan Verdens TV to calculate and verify the remuneration and to facilitate the distribution of the received remuneration to rights holders. Copydan Verdens TV may require such information to be certified by a registered or state-authorised accountant. Copydan Verdens TV is entitled to access the Customer's premises through an inspector appointed by Copydan Verdens TV.

5. The Customer's TV signal supply

- 5.1. The Agreement does not concern the Customer's signal supply. Copydan Verdens TV and the rights holders represented at any time, as well as UBOD (association of TV stations), are therefore not responsible for problems, errors, or deficiencies in the reception of the TV channels. It is furthermore a condition of the Agreement that the Customer receives all TV channels legitimately and pays the costs in this connection, including for the subscription.

6. TV Channels

- 6.1. If Copydan Verdens TV notifies the Customer that a TV channel is no longer covered by the Agreement, the TV channel is immediately excluded from the Agreement (with one day's notice). The same applies if a

TV channel ceases broadcasting or similar circumstances. Furthermore, Copydan Verdens TV may in concrete circumstances exclude the showing of specific TV programs.

7. Extended collective license effect

- 7.1. The Agreement shall be given extended collective license effect under the section 35 of the Danish Copyright Act for all categories of rights (except for broadcasters' rights (i.e. radio and TV stations) and rights re-presented by Koda or rights encompassed by section 68 of the Danish Copyright Act), with the effect that the Agreement also applies to unrepresented rights holders.
- 7.2. Copydan Verdens TV shall indemnify the Customer for any remuneration claims regarding the use of works, etc., covered by the Agreement, to the extent that such claims concern repertoire either represented by Copydan Verdens TV or encompassed by the extended collective license effect.

8. Right to exclude

- 8.1. All rights holders, broadcasters (TV stations), TV and film producers, creative contributors, etc. covered by the Agreement, have the right to individually exclude the use of their works. If one or more rights holders exclude the use of their works, the Customer shall immediately cease the showing of these rights holders' works.

9. Breach

- 9.1. In the event of the Customer's material breach of the Terms,

including but not limited to the payment of remuneration, the Customer's right to show the TV channels covered by the Agreement ceases immediately. According to Danish law, any breach of payment is considered material breach. Breach of payment shall not be considered a termination of the Agreement by the Customer.

10. Termination

- 10.1. The Agreement may be terminated by either party by giving three months' written notice to expire at the end of a quarter. The Agreement may be terminated no earlier than six months after the conclusion of the Agreement.

11. Transfer

- 11.1. The Customer may transfer the Agreement to a third party, for example in connection with the transfer of the Customer's premises, provided that the new customer confirms the Agreement with Copydan Verdens TV.

This is a translation of the Danish language version of the Terms. In the event of any discrepancies the wording of the Danish language version shall prevail.