



COLLECTIVE MANAGEMENT ENTITY OF COPYRIGHTS

Ochranná asociace zvukařů - autorů, z.s.

ALLOCATION RULES

Ochranná asociace zvukařů - autorů, z.s.

Národní 41, 110 00 Praha 1 Company Ident. No.: 266 30 192

Registration No. (Ministry of the Interior of the Czech Republic): VS/1-1/53797/03-R

PART ONE

GENERAL PROVISIONS

Article I

Basic Provisions

(1) Based on the decision¹ of the Ministry of Culture of the Czech Republic, the civic association, Ochranná asociace zvukařů – autorů (hereinafter referred to as the “**Collective Management Entity**” or “**OAZA**”), was granted an authorization pursuant to Section 98 of the Copyright Act to perform the collective management of rights of persons having a property copyright to **works of sound engineers** (hereinafter referred to as the “**works**”).

(2) **Collective management** is² complete management of property copyrights or rights related to the copyright of rightholders, to their published works or works offered for publication, artistic performances, audio or audio-visual records, whereas the management is performed for their common benefit. A rightholder is a person having:

- a) A property copyright or property right related to the copyright,
- b) A statutory authorization to exercise the property rights to works, or
- c) An exclusive contractual authorization to exercise the collectively managed right for the entire duration of property rights and the right of sublicensing at least within the territory of the Czech Republic.

(3) **The Allocation Rules** regulate the basic principles for the allocation and payment of incomes from the exercise of rights, incomes from the investment of incomes from the exercise of rights, and incomes from any unreasonable enrichment (hereinafter referred to as the “**remuneration**”) released to the copyright holders (hereinafter referred to as the “**represented rightholder**”), in connection with usage of the protected subjects that are collectively managed by OAZA and by all partner companies in the Czech Republic and abroad, which OAZA has concluded a Collective Agency Contract with.

(4) The Collective Management Entity is obliged to demand compensation on its own behalf and on the account of represented rightholders; the application of the Allocation Rules to the statement of incomes from the compensation among the rightholders is excluded.

(5) The relevant rates of copyright remunerations shall be stipulated by the OAZA Remuneration Tariff and by the individual contracts concluded with the work users or persons obliged to pay any special remunerations, eventually by reciprocal contracts concluded with foreign partner organizations, or directly by the Copyright Act or its implementing regulations³.

Article II

Rightholders

(1) Any holder of rights to works of a sound engineer, i.e. a person having a property copyright, or person being entitled to exercise the property rights to a work pursuant to the Copyright Act, or person having an exclusive authorization based on the contract to exercise the collectively managed right for the entire duration of property rights and the right of sublicensing at least within the territory of the Czech Republic, is entitled to ask the protective organization for representation.

(2) OAZA shall conclude a “**Copyright Agency Contract**”, based on which the contractual

¹ Decision of 5 November 2006, reference No.: 10450/2003

² Section 95 (1), (2) and (3) of the Copyright Act

³ Decree of the Ministry of Culture of the Czech Republic No. 488/2006 Coll.

relationship between the Collective Management Entity and the rightholder is established.

(3) Pursuant to the Copyright Act, the collective management shall be performed also for those rightholders who have not concluded the contract pursuant to paragraph 2. In such case the relevant provisions of the Allocation Rules shall apply reasonably also to “contractually unrepresented rightholders⁴”, and it is necessary to interpret them accordingly.

(4) Any represented rightholder is obliged to send the Collective Management Entity a notification of every created work without undue delay, eventually of a newly acquired right to such work, in a special form issued by OAZA and identified as “**Work Announcement**”. The rightholder is obliged to state accurately in the form all the required data that is necessary for the collective management performance. The Announcement shall be preferably in an electronic form. The rightholders shall make such Announcement without undue delay after acquiring the rights. In necessary cases the rightholder is obliged to demonstrate his/her authorship, eventually meeting of the statutory conditions for awarding the status of a rightholder (e.g. heirs or employers⁵).

(5) If there are more authors of one Protected Subject (e.g. co-authorship), these authors may apply their copyrights only by means of one collective representative who, as their agent, is entitled to such Protected Subject towards OAZA. This authorization shall be documented with a written Power of Attorney containing verified signatures of the involved parties.

(6) The rightholder is entitled to the accounting and payment of remunerations and any possible incomes from the release of unreasonable enrichment.

(7) OAZA enables the rightholder to check the accuracy of the paid remuneration or any possible income from unreasonable enrichment.

(8) The rightholder is obliged to announce OAZA immediately any changes of his/her personal data and bank connection. This data is confidential and OAZA shall not use it in conflict with the purpose which it was provided for.

(9) The rightholder is entitled to access the annual report on the OAZA’s activity and economy.

Article III **Scope of Representation**

(1) Based on the decision of the Ministry of Culture of the Czech Republic as listed in footnote No. 1, OAZA shall perform the collective management of the following rights within the scope stipulated in the mentioned decision (in the legal status as of a day when the decision becomes legally effective).

(2) Obligatorily collectively managed rights

a) **Right to the remuneration** for making a copy for own needs based on an audio or audio-visual record by transmitting its content via a **device to an unrecorded medium** of such record, pursuant to Section 96 (1) a) Clause 3 of the Copyright Act; this authorization includes only the allocation of remunerations that are collected based on the granted authorization by the Collective Management Entity OSA - Ochranný svaz autorský pro práva k dílům hudebním,

b) **Right to the reasonable remuneration for leasing the original or copy of a work recorded as an audio or audio-visual record**, pursuant to Section 96 (1) b) of the Copyright Act; this authorization includes only the allocation of remunerations that are collected based on the granted authorization by the Collective Management Entity OSA - Ochranný svaz autorský pro práva k dílům hudebním,

c) **Right to use by cable transmitting of works**, pursuant to Section 96 (1) c) of the

⁴ E.g. Section 99 et seq. of the Copyright Act

⁵ E.g. Section 58 of the Copyright Act

Copyright Act.

(3) Voluntarily collectively managed rights

- a) **Right to make copies of a work**, pursuant to Section 12 (4) a) and Section 13 of the Copyright Act;
- b) **Right to distribute a work or its copy**, pursuant to Section 12 (4) b) and Section 14 of the Copyright Act;
- c) **Right to make a work available to the public** so that anybody may have access to it at the time and at a place based on his/her own choice, especially via a **computer or similar network**, pursuant to Section 12 (4) f) and Section 18 of the Copyright Act;
- d) **Right to non-theatrical operation of a work** in a live mode or from a record, **and right to transfer the operation of a work**, pursuant to Section 12 (4) f) Clause 1, and Section 19 and 20 of the Copyright Act;
- e) **Right to radio or TV broadcasting of a work**, pursuant to Section 12 (4) f) Clause 2, and Section 21 of the Copyright Act;
- f) **Right to the operation of radio or TV broadcasting of a work**, pursuant to Section 12 (4) f) Clause 4, and Section 23 of the Copyright Act.

(4) The property copyrights of rightholders are collectively managed by OAZA

- a) As a legal representation in case of the rights under paragraph 2 if it is not decisive whether the rightholder has concluded the contract with the Collective Management Entity or not, or
- b) in case of the rights under paragraph 3 based on the Agency Contract for the mentioned rights.

(5) The amount of remunerations in case of the rights under paragraph 2 a) and b) shall be stipulated based on an agreement of the relevant Collective Management Entities. The amount of remunerations from the exercise of other rights [paragraph 2 c) and paragraph 3] is based on the OAZA Tariff issued by the OAZA Board of Directors.

PART TWO

RULES FOR HANDLING THE INCOMES OF THE COLLECTIVE MANAGEMENT ENTITY

Article IV

Basic Principles of the Allocation Rules of the Collective Management Entity

(1) These Allocation Rules shall apply to the allocation of remunerations and incomes from unreasonable enrichment as collected by OAZA. In case of the remunerations collected by foreign Collective Management Entities it is necessary to apply the regulation established by Reciprocal Contracts.

(2) When allocating and paying the incomes from the exercise of rights and incomes from investing of incomes from the exercise of rights, the Collective Management Entity considers only such rightholders whose rights to the same Protected Subjects, eventually to the same types of works, are managed collectively based on the contract, or who register at the Entity for that purpose, whereas the

works that have not been published yet shall not be considered. If the Collective Management Entity collected the remunerations for the rightholders, who the Entity is aware of but who are not registered in a list of registered rightholders, the Entity shall ask them to register for such records.

(3) The Collective Management Entity shall allocate and pay the remunerations in accordance with these Allocation Rules latest within nine months after the end of an accounting period when such remunerations were collected, unless any objective reasons hinder from keeping of such period. If some remunerations may not be allocated or paid within the period pursuant to this paragraph because the rightholders may not have been determined or found, the Collective Management Entity shall keep such remunerations separately in its accounting and handle them in accordance with the rules stipulated by the General Meeting.

(4) Within three months after the allocation and payment of remunerations pursuant to paragraph 3 of this Article, the Collective Management Entity shall make the information on works, for which one or more rightholders have not been determined or found, available in an appropriate manner to the rightholders whom the collective management is performed for and to the Collective Management Entity whom the rights are managed based on the contract for. The Collective Management Entity shall take all the measures necessary for the determination or finding of rightholders according to the previous sentence. Latest within one year after the period under this paragraph, the Collective Management Entity shall publish in an appropriate manner the available information on a rightholder who has not been determined or found. If the Collective Management Entity is not able to allocate the remunerations even within three years after the end of an accounting period when the incomes were collected, because the rightholders have not been determined or found, the General Meeting shall decide on usage of such incomes.

(5) For purpose of these Allocation Rules for handling the incomes from the exercise of rights (hereinafter referred to as the “collected remunerations”), there are three parts (stages):

- a) Allocation,
- b) Division,
- c) Paying off.

(6) According to these Allocation Rules, two types of copyright remunerations are allocated, divided and paid off:

- Remuneration for the creation of a work, and
- Remuneration for usage of a work.

(7) The **allocation** stage includes every rightholder who is entitled to a “share in collected remunerations”, unless other provisions of the Allocation Rules imply otherwise, if

- a) He/she announced properly the copyright works, even those created earlier, latest by 31 March of a year following the calendar year for which the remunerations were collected⁶, or if the Collective Management Entity found and determined unambiguously the copyright work that was undoubtedly used in a manner pursuant to Article III and the relevant rightholder with the corresponding record in the lists kept by the Collective Management Entity;
- b) The user of a work paid the Collective Management Entity a reasonable remuneration;
- c) In case of foreign rightholders the Reciprocal Contract with the foreign Collective Management Entity guarantees in principle the same performance for domestic rightholders.

(8) The **division** stage includes only such rightholder who is entitled to a share in the collected remunerations and who concluded with the Collective Management Entity an Agency Contract or at least register himself/herself at the Collective Management Entity for records within the statutory

⁶ It is not necessary that the rightholder announces the works repeatedly. For purpose of the allocation of remunerations it is sufficient that the works are announced properly and newly created works are continuously added.

periods stipulated by these Allocation Rules. If the rightholder does not conclude the Agency Contract or does not apply for records at the Collective Management Entity within the stipulated periods, his/her share in the collected remunerations shall be further treated in accordance with these Allocation Rules.

(9) The **paying-off** stage includes only a rightholder who is included in the division stage, who announces the Collective Management Entity proper bank data, or asks for payment of the remuneration up to the stipulated amount in cash in the registered office of the Collective Management Entity. If the rightholder does not announce the Collective Management Entity the proper bank data or does not ask for payment of the remuneration in cash up to the stipulated amount within the stipulated periods, his/her share in the collected remunerations shall be further treated in accordance with these Allocation Rules.

(10) OAZA is obliged to pay the rightholders, who are not represented by OAZA based on the contract or have not applied for records, a share in the collected remunerations from the exercise of rights that are obligatorily collectively managed, from a reserve fund, for the last 3 years since the moment when the rightholder asked for it, and

- a) When his/her share in the collected remunerations incurred,
- b) Concluded the Agency Contract or filed an additional application for records, and
- c) Submitted a proper Work Announcement of used works, including their usage, and filled in the appropriate form provided that the Collective Management Entity pays the remuneration according to the current value of a point arising from the Allocation Rules.

The remunerations and possible incomes from released unreasonable enrichment shall be added to the collection of remunerations from the remaining rights.

(11) Based on the Copyright Act, the Collective Management Entity is entitled to ask for reimbursement of purposely expended costs. The amount of costs and their specifications for individual usage shall be approved annually by the OAZA Board of Directors based on the annual financial statements audited by an auditor and verified and approved by the OAZA General Meeting.

(12) The remunerations collected from the direct resources are allocated and paid directly to the rightholders with respect to the found documents pursuant to Article V (2), i.e. the collected remuneration for the concretely used works, based on the procedure defined in paragraph 8 of this Article, is paid to the rightholder.

The accounting period within the allocation stage for payment of the remunerations collected from nonidentifiable resources is a previous calendar year.

Article V

Accounting Documents

(1) The accounting basis is the collection collected based on the contractual relationships with the users, persons obliged to pay any special remunerations, and foreign Collective Management Entities.

(2) The accounting basis is an allocation database containing the rules of a point assessment system [cf. Article IX] depending on the frequency of work usage, and containing mainly the data from the following documents:

- a) Copyright Agency Contracts,
- b) Work Announcements,
- c) Announcement of usage of a work that was announced by a rightholder or by a user,
- d) Records on work usage kept by the Collective Management Entity,
- e) Contracts with Collective Management Entities who gained the authorization from the Ministry of Culture of the Czech Republic, and Reciprocal Contracts with foreign Collective

Management Entities,

- f) Other corresponding documents registered by the Collective Management Entity in the relevant lists.

(3) The records on work usage are kept for purpose of excluding any arbitrary procedure when allocating the collected remunerations. Such records contain the data necessary for the collective management performance (e.g. name and surname, eventually title, registered office and Company Identification Number of a Protected Subject rightholder, specifications of usage), and the point assessment for Work Announcements and for the corresponding manner of usage.

Article VI Reserve Fund

(1) The Reserve Fund includes the collected remunerations and any possible incomes from the unreasonable enrichment. The Reserve Fund does not contain any direct resources.

(2) The General Meeting shall stipulate the amount of the Reserve Fund with respect to the documents of an allocation database.

The financial means from the Reserve Fund may be used if any extraordinary situations or circumstances incur that justify such usage, or if they are used for extraordinary expenses, mainly for the settlement of non-overdue entitlements of contractually unrepresented authors and legitimate warranty claims. Such entitlements and claims are paid so that the entitlements from claims are paid first and then the remaining entitlements are paid.

(3) The OAZA Board of Directors decides on the Reserve Fund balances after the expiry of a general limitation period provided that they may be used also for support of culturally significant works or development and support of culture and artistic community; if these balances are used for support of culturally significant works, culture and artistic community, the Board of Directors' decision is subject to the Supervisory Board's approval.

Article VII Collection Fund

(1) For purpose of the Allocation Rules, the collected remunerations and incomes from any released unreasonable enrichment are identified as the "**collection**". The management and accounting of the collection is performed separately in sections A and B, based on the identification level of a rightholder and user environment where the Protected Subject has been used. The collection arising from the collective management performance is divided in:

section A/ - Direct Resources

It is a collection from resources if it is obvious which rightholder and which work the collection was collected for (direct identifiability).

A.1. Duplication and distribution of works⁷

A.2. Internet and other similar usage⁸

A.3. Non-theatrical operation of works in a live mode and transfer of such operation⁹

A.4. Television and radio broadcasting¹⁰

⁷ Article III (3) a) and b)

⁸ Article III (3) c)

⁹ Article III (3) d)

section B/ - Nonidentifiable Collection

These are collection resources if it is not possible to identify which rightholder and which work the collection was collected for.

- B.1. Remunerations from unrecorded media¹¹
- B.2. Remunerations for the lease of records¹²
- B.3. Cable transmission of works¹³
- B.4. Non-theatrical operation of works from records and transfer of such operation¹⁴
- B.5. Operation of radio and TV broadcasting of works¹⁵

(2) The remunerations collected in sections A and B are managed separately in the Collection Fund, i.e. with respect to the possibility to identify the author and user environment where the work has been used.

Article VIII Allocation of the Collection Fund

(1) The direct resources are paid directly to the particular rightholder after deducting the costs for the management of such rights in the amount of 10 – 15 % depending on the particular circumstances of usage. The author shall always receive the statement of expenses.

(2) The share of costs for the collective management performance shall be deducted from the total yields of the nonidentifiable collection rights management, according to the audited financial statements. Subsequently, a part of the remaining nonidentifiable collection determined by the General Meeting shall be blocked for a period of 3 years to settle any additional entitlements of authors. The total blocked amount shall be transferred to the Reserve Fund (Article VI). The remaining nonidentifiable collection without the blocked collection shall be allocated among the entitled rightholders, in accordance with Article IX.

Article IX Allocation of the Nonidentifiable Collection

The **nonidentifiable collection** is allocated according to the following rules:

- a) Evaluation of the technology for the creation of individual **works of a sound engineer**, according to the following coefficients (**T coef.**):
 - i. **M** multichannel (Dolby technology, etc.) **1,0**
 - ii. **S** mono/stereo sound **0,9**
- b) Evaluation of the **type of a work (D coef.)**, according to types of work under b)

¹⁰ Article III (3) e)

¹¹ Article III (2) a)

¹² Article III (2) b)

¹³ Article III (2) c)

¹⁴ Article III (3) d)

¹⁵ Article III (3) f)

1. audio works

	audio	D coef.
musical work	A	0,7
spoken word	R	0,2
other	O	0,04

For purpose of the allocation of copyright remunerations in the field of audio works:

- **Musical work** is an individual audio work that is not any other minor musical work
- **Spoken word** is mainly a radio and dramatic work
- **Other minor musical work** is an audio work that does not meet the characteristics of a musical work, such as advertisement, trailer, dividing line, jingle and other works not belonging to the A and R category

2. audio-visual works

film	film procedure	TV procedure
original wording	1	0,7
dubbing	0,2	0,05

cycle	film procedure	TV procedure
original wording	0,4	0,06
dubbing	0,12	0,02

other	film procedure	TV procedure
minor work	0,06	0,02
advertisement	0,04	0,01
trailer, dividing line, jingle	0,04	0,01

For purpose of the allocation of copyright remunerations in the field of audio-visual works:

- **Original wording** (applies to a film as well as to a cycle) is an audio work that is a copyright component of the original film work.
- **Dubbing** (applies to a film as well as to a cycle) is replacement of a part of the original audio component of a work by a new language mutation.
- **Minor work** is an audio-visual work that does not meet the characteristics of a film (in the original wording or in dubbing), cycle (in the original wording or in dubbing), documentary film, advertisement, trailer, dividing line, jingle, but meets the requirements on the copyright work of a sound engineer.
- **Documentary film** is an audio-visual work that does not meet the characteristics of a film (in the original wording or in dubbing), minor work, advertisement, trailer, dividing line, jingle, but meets the requirements on the copyright work of a sound engineer, provided that the theme of a work decides on the categorization as a documentary film.
- **Jingle** is an audio-visual work identifying a particular radio station or show. In case the usage of such audio-visual work exceeds three repetitions per day, the usages beyond the scope shall not be included in the allocation.
- **Dividing line** is a short audio-visual work separating the individual programmes/shows. In case the usage of such audio-visual work exceeds three repetitions per day, the usages beyond the

scope shall not be included in the allocation.

- **Trailer** is an audio-visual work the purpose of which is to promote a particular programme/show and inform of the date of its broadcasting. In case the usage of such audio-visual work exceeds three repetitions per day, the usages beyond the scope shall not be included in the allocation.
 - **Advertisement** is an audio-visual work the purpose of which is to convince and find the users of goods or services. The work is distributed for the submitters of an advertisement for consideration or another counter-value. In case the usage of such audio-visual work exceeds three repetitions per day, the usages beyond the scope shall not be included in the allocation.
- c) The scope of a work (R) is the length of a work (duration) in minutes, as rounded up to entire minutes,
- d) Reflection of a **share coefficient (P coef.)** based on which the co-authorship is determined in percentage,
- e) Reflection of an age coefficient (S coef.) which value is derived from the year when the work was created as follows:

1. Audio-visual works

Work age			S coef.	
year	film	cycle	other - minor work, documentary film	other - advertisement, trailer, dividing line, jingle
1	1	1	1	1
2	1	1	0,2	0
3	1	1	0,15	0
4	0,9	0,9	0,1	0
5	0,8	0,8	0,09	0
6	0,7	0,7	0,08	0
7	0,6	0,6	0,07	0
8	0,5	0,5	0,06	0
9	0,4	0,4	0,05	0
10	0,3	0,3	0,04	0
11 and more	0,2	0,2	0,04	0

2. Audio works

Work age		S coef.		
[year]	A category	R category	O category	
1	1	1	1	
2	0,9	0,2	0,2	
3	0,8	0,17	0,15	
4	0,7	0,16	0,1	

5	0,6	0,15	0,09
6	0,5	0,14	0,08
7	0,4	0,13	0,07
8	0,3	0,12	0,06
9	0,2	0,11	0,05
10	0,1	0,1	0,04
11 and more	0,1	0,1	0,04

Explanation:

1. The work age has been calculated in years since the date when the work was created.
2. The relative era is always a year which the remunerations are paid for.

f) Remunerations shall be allocated in accordance with the following rules:

1. every work¹⁶ announced by the author shall get a point value (**BhD**), according to the following formula

$$\mathbf{BhD = coef. T * coef. D * R * coef. P * coef. S}$$

2. every detected usage shall get a point value (**BhU**), according to the following formula

$$\mathbf{BhU = BhD * coef. U * coef. M * value of usage}$$

U coef.	value of usage	
	monitored by OAZA	monitored by an author
	3	0,3

Explanation:

1. In case of TV the broadcasting of four channels (CT1, CT2 and main channels of the Nova and Prima group) is monitored. Such monitoring is ensured by the OAZA office. The U coefficient is 3.
2. The authors may announce also usage by other broadcasters, i.e. ensure the monitoring on their own. The U coefficient is 0,3.
3. Every individually detected usage (monitoring, playlist, detected by the author) shall be evaluated; the author shall announce the usage in the relevant form.
4. The author shall announce the creation of a work always in the relevant form.
5. The author may lodge an entitled claim only to the monitored usage. The value of usage shall be kept.

¹⁶ Article II (4)

Number of usages	M coef.	
	Monitored by OAZA	Monitored by an author
up to 20	1,0	1,0
21 – 25	0,9	0,9
26 – 30	0,8	0,8
31 – 35	0,7	0,7
36 – 40	0,6	0,6
41 – 45	0,5	0,5
46 – 50	0,4	0,4
51 – 55	0,3	0,3
56 – 60	0,2	0,2
61 – 65	0,1	0,1
66 and more	0,01	0,01

Explanation:

1. The number of usages means the total number of usages for the remunerated period.
2. The usages monitored by OAZA and usages monitored by an author shall be evaluated separately for the calculation.
3. Only the number of days exceeding the higher evaluation shall be included in a group corresponding to the relevant number of usages. For instance, the M coefficient for 22 usages shall be calculated as follows: 20 usages shall be calculated with M coef.=1,0 and 2 usages with M coef.=0,9.
4. The calculation is identical for the audio as well as audio-visual works.

3. The total number of all the author's points for Work Announcements (cpBhD) shall be a basis for every author. The total number of all the author's points for all the detected usages of his/her works (cpBhU) shall be added to the author's basis (cpBhD) and the total number of all the author's points shall be achieved by summing up the points for Work Announcements (cpBhD) and for the detected usages (cpBhU), as follows:

$$\text{cpB} = \text{cpBhD} + \text{cpBhU}$$

4. the total number of collected points of all the rightholders shall be found out (cpB_NP)
5. the point value to the total collection shall be determined as follows:

$$\text{hB} = \text{Collection} / \text{cpB_NP}$$

6. the remuneration of a rightholder (O) shall be determined as follows:

$$\text{O} = \text{hB} * \text{cpB}$$

- g) According to the above-mentioned rules, the determined remuneration shall be paid to the author within the allocation periods¹⁷.

¹⁷ Article IV (9)

Article X Warranty Claim

(1) The represented rightholder is entitled to lodge an objection against the statement within three months after the statement. The objections shall be lodged in the registered office of the Association or electronically at the address reklamace@oaza.eu, with any possible documents demonstrating the usage of works.

(2) In case of an obviously unauthorized warranty claim, OAZA may charge the costs incurred in connection with the investigation of a warranty claim.

(3) OAZA is entitled to assess the accuracy of Announcements filed by the rightholders. The rightholder is obliged to eliminate any found deficiencies, eventually to refund the incorrectly paid amount; if the rightholder does not do so, OAZA is entitled to set off this amount unilaterally.

(4) The provisions on the limitation of an entitlement shall be governed by the applicable legislation.

PART THREE FINAL PROVISIONS

Article XI Transitory Provisions

(1) The remunerations from the exercise of a right pursuant to Article III (2) b) (lease of audio and audio-visual records) are not collected by OSA. The Allocation Rules shall apply if the Collective Management Entity ensures the exercise of such right.

Article XII Final Provisions

(1) Any possible relevant decisions of the OAZA Board of Directors, as published on the OAZA website, form an Annex hereto.

(2) These Allocation Rules and all their written amendments and supplements come into force and effect on a day when they are approved by the OAZA General Meeting. The allocation of copyright remunerations made after the date of such General Meeting shall be made according to these Allocation Rules.

(3) Any amendments hereto may be made only in accordance with the provisions of the OAZA Articles of Association.

In Prague, on 27 June 2017

Person responsible for the authenticity and wording of the Allocation Rules:

Robert Jína
Chairman of OAZA