

**PHONOGRAPHIC PERFORMANCE (IRELAND)
COMPANY LIMITED BY GUARANTEE**

DISTRIBUTION RULES AND DISPUTE RESOLUTION PROCEDURES

Phonographic Performance (Ireland) CLG (PPI)

DISTRIBUTION RULES

1. Introduction

- 1.1 PPI
- 1.2 The Law
- 1.3 PPIs Members
- 1.4 Performers
- 1.5 International Income
- 1.6 Non-Profit
- 1.7 Objective of the distribution Rules

2. Audio Distributions

- 2.1 Qualification for payments
- 2.2 Income sources
- 2.3 Allocation of Income and Distribution Process
- 2.4 Distribution Year
- 2.5 Un-distributable Income / Distribution Closure Policy

3. Video Distributions

- 3.1 Qualification for payments
- 3.2 Income Sources
- 3.3 Allocation of Income
- 3.4 Distribution Year
- 3.5 Distribution Process
- 3.6 Un-distributable Income

4. Performer Distributions

- 4.1 Qualification for payments
- 4.2 Income sources
- 4.3 Allocation of Income
- 4.4 Distribution Year

4.5 RAAP

4.6 Un-distributable Income / Distribution Closure Policy

5. International Distributions

5.1 Qualification for payments

5.2 Income Sources

5.3 Allocation of Income

5.4 Distribution Year

5.5 Distribution Process

5.6 Un-distributable Income

6. Dispute Resolution

Schedule 1 Allocation and Distribution Rules (Including Annex 1, 2 & 3)

Schedule 2. RAAP Distribution Scheme

Schedule 3. – List of Reciprocal Agreements

Schedule 4 – Mediation / Arbitration Rules

1. INTRODUCTION

1.1 PPI

PPI is a music licensing company (MLC). PPI licenses, in the Republic of Ireland, sound recordings and music videos played in public, broadcast or transmitted by cable (together called "Public Performance"), Dubbing (where sound recordings and music videos are copied for the purpose of Public Performance), and any other additional scheme or operation in respect of the internet transmission of sound recordings and music videos as the members of PPI decide is in the best interests of the company and its members.

1.2 The Law

The underlying law governing PPIs activities is contained in the Copyright and Related Rights Act 2000 (The Act) and the European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016 (The CRM Regulations).

1.3 PPIs Members

PPIs members are sound recording producers including the three major record companies and over 1,200 independent record companies as well as music video producers.

1.4 Performers

PPI collects on behalf of its sound recording producer members, performers' equitable remuneration, which is due to performers when their performances on sound recordings are Publicly Performed. Sound recording producers are then responsible pursuant to section 208 of the Act to pay this equitable remuneration to performers. PPI does this on behalf of its members.

1.5 International Income

PPI also collects international income on behalf of its independent producer members. It does so by entering into reciprocal agreements with foreign sound recording music licencing companies (Foreign MLC's). The Foreign MLC's with which PPI has reciprocal agreements are listed in Schedule 3. A PPI member that signs a PPI International Collection Mandate allows PPI to receive and distribute sound recording royalties from these territories on their behalf.

1.6 Non-Profit

PPI is a non-profit organisation, accordingly all licence fees, less management expenses (being the cost of collections, distributions and general administration) and specified deductions as

approved by the company in general meeting, are distributed to sound recording and music video members, performers and foreign rights holders represented by Foreign MLC's with whom PPI has reciprocal agreements.

PPI allocates the costs of collections, distributions, administrative and other costs against audio, music video, performer and international income in such proportions as are determined by PPI to be reasonable and takes the appropriate costs from each distribution, save where PPI determines that it would be reasonable for such costs (or part of such costs) to be allocated between more than one distribution.

1.7 Objective of the Distribution Rules

These distribution rules set out the rules applicable to, and the processes in place in respect of, the distribution of licensing income collected by PPI, the aim of which is to ensure that:-

- 1.7.1 the licence fees collected by PPI are distributed and paid to sound recording and music video producer members, performers and Foreign MLC's fairly, efficiently, accurately, promptly and in a cost-effective manner;
- 1.7.2 PPI's distributions are in accordance with, the Act, the CRM Regulations, PPI's Constitution, PPI's contractual duties to its sound recording and music video producer members, PPI's reciprocal agreements with Foreign MLC's and PPI's members statutory duties to pay equitable remuneration to performers (section 208 of the Act).

2. AUDIO DISTRIBUTIONS

Audio Distributions are distributions made to sound recording producer members in respect of the Public Performance, Dubbing and Internet Transmission of sound recordings.

2.1 Qualification for payments

To qualify for payments from PPI sound recording producers must satisfy the provisions set out in section 26 of the Act as amended by the EU (Term of Protection of Copyright and Certain Related Rights Directive 2011/77/EU) Regulations 2013 (The Term Extension Regulations) dealing with the duration of copyright and sections 182 and 184 of the Act dealing with qualification for copyright protection in respect of copyright owners.

- 2.1.1 A sound recording qualifies for payments for 70 years from the date upon which it is made or published whichever is the latest. (Section 26 of the Act as amended by the Term Extension Regulations).

2.1.2 In addition, either the producer must qualify under section 182 of the Act or the sound recording must qualify by being first published in a qualifying country under section 184 of the Act.

2.1.2.1 If the producer is an individual, he will qualify if he is an Irish citizen, or is domiciled or ordinarily resident in the Republic of Ireland or in a qualifying country (i.e. a country that accords Ireland reciprocal treatment). If the producer is a company, it will qualify if it is incorporated in Ireland or in a qualifying country.

2.1.2.2 A sound recording will qualify if it is first published in the Republic of Ireland or first published in a qualifying country or if the sound recording is simultaneously published in a qualifying and in a non-qualifying country. Pursuant to Section 184(2) publication within 30 days is deemed to be simultaneous publication.

2.2 Income sources

Audio Distribution income comes from the following sources:-

2.2.1 Public Performance of sound recordings including specially featured music and background music,

2.2.2 Broadcasting,

2.2.3 Cable Transmission,

2.2.4 Dubbing (copying sound recordings for the purposes of public performance, broadcasting and cable transmission).

2.2.5 Internet transmissions

2.3 Allocation of Income and Distribution Process

Since 2017 PPI has used Phonographic Performance Limited, a UK based joint producer and performer MLC to provide back office services. This has allowed PPI to move from a label based to a track-based distribution system which is industry best practice. The processes of allocation and distribution are described in Schedule 1.

2.4 Distribution Year

The PPI audio distribution year runs from the 1st of June to the following 31st of May. The distribution is based on the income of the calendar year (i.e. January to December) but distributed between the 1st of June in the calendar year and 31st of May in the subsequent year. (The Audio Distribution Year)

2.5 Un-distributable Income / Distribution Closure Policy

Due to the amount and the diversity of recordings there will always be unidentified or unclaimed recordings. A reserve is held against each unidentified / unclaimed recording. Efforts are made to match unidentified recordings to record company members and in the event that sound recordings are matched to record companies that are not members they are invited to become members. Members are encouraged to register all of their sound recordings.

For years prior to 2017 under the label-based system:-

- 2.5.1 The remaining unclaimed/unmatched airplay report is uploaded to a File Transfer Protocol link (FTP) on the PPI website.
- 2.5.2 The FTP has a set expiry time and date (deadline).
- 2.5.3 All members and Foreign MLC's receive an email and reminders with the FTP link, Username and Password, detailing steps to claim and the claim expiry time.
- 2.5.4 The member claims recordings by adding the required claim information (Label, owner/exclusive licensee, claim dates etc.) These claims are processed in the PPI label-based Distribution System.
- 2.5.5 Single claims are processed and included for processing in the next additional distribution run.
- 2.5.6 A double claim report is extracted from the FTP, and the parties concerned are notified to resolve the claims and in some cases agree to split the revenue where 2 or more labels legitimately have claims but based on the airplay information provided, there is no clear way of identifying the exact recording version that was broadcast.
- 2.5.7 In the event that agreement is not reached then the matter is dealt with under the dispute resolution procedure (Section 6 below)

- 2.5.8 In the event that the relevant rights holders have not been identified, then, not earlier than two years from the end of the calendar year in which the income was collected PPI will make available to the public whatever information it has in its possession, that might assist in identifying the right holder.
- 2.5.9 Subject to 2.5.10 below the Audio Distribution Year will be closed at a time decided by the Board of Directors not earlier than three years after the end of the calendar year in which the income was collected. The un-distributable income is then divided pro rata amongst the members previously paid in that Audio Distribution Year.
- 2.5.10 Once the Audio Distribution Year is closed the company will make a reserve which in the opinion of the directors is reasonable and continue to seek to identify and locate the relevant rights holders for a period of six years from the end of the Audio Distribution Year.

For years from 2017, under the track based system:-

- 2.6.1 The remaining unclaimed/unmatched airplay report is uploaded to a File Transfer Protocol link (FTP) on the PPI website.
- 2.6.2 The FTP has a set expiry time and date (deadline).
- 2.6.3 All members and Foreign MLC's receive an email and reminders with the FTP link, Username and Password, detailing steps to claim and the claim expiry time.
- 2.6.4 The member claims recordings by adding the required claim information Producer ID, Registered Track ID, Label, owner/exclusive licensee details, claim dates etc. To process a claim the member is required to register the recording(s) if they are not already registered.
- 2.6.5 Single claims are processed and included for processing in the next additional distribution run.
- 2.6.6 In instances where a dispute arises, a dispute report is extracted from the system, and the parties concerned are notified to resolve the claims and in some cases agree to split the revenue where 2 or more labels legitimately have claims but based on the airplay information provided, there is no clear way of identifying the exact recording version that was broadcast.
- 2.6.7 In the event that agreement is not reached then the matter is dealt with under the dispute resolution procedure (Section 6 below)

- 2.6.8 In the event that the relevant rights holders have not been identified, then, not earlier than two years from the end of the calendar year in which the income was collected PPI will make available to the public whatever information it has in its possession that might assist in identifying the right holder.
- 2.6.9 Subject to 2.5.10 below the Audio Distribution Year will be closed at a time decided by the Board of Directors not earlier than three years after the end of the calendar year in which the income was collected. The un-distributable income is then divided pro rata amongst the members previously paid in that Audio Distribution Year.
- 2.6.10 Once the Audio Distribution Year is closed the company will make a reserve which in the opinion of the directors is reasonable and continue to seek to identify and locate the relevant rights holders for a period of six years from the end of the Audio Distribution Year.

3. VIDEO DISTRIBUTIONS

Video Distributions are distributions made to music video producer members in respect of the public performance, broadcast and cable transmission of music videos.

3.1 Qualification for payments

To qualify for payments from PPI music video producers must satisfy the provisions of section 25 of the Act dealing with the duration of copyright and sections 183 and 184 of the Act dealing with qualification for copyright protection in respect of copyright owners

- 3.1.1 A music video qualifies for payments until 70 years from the end of the calendar year in which the death occurs of the last to die of, the principal director, the author of the screenplay, the author of the dialogue or the author of the music specifically composed for the music video. (Section 25 of the Act).
- 3.1.2 In addition, either the music video producer must qualify under section 182 of the Act or the music video must be first published in a qualifying country under section 184 of the Act.
- 3.1.2.1 If the music video producer is an individual, he will qualify if he is an Irish citizen, or is domiciled or ordinarily resident in the Republic of Ireland or in a qualifying country (i.e. a country that accords Ireland reciprocal treatment). If the music video producer is a company, it will qualify if it is incorporated in Ireland or in a qualifying country.
- 3.1.2.2 A music video will qualify if it is first published in the Republic of Ireland or first published in a qualifying country or if the music video is simultaneously

published in a qualifying and in a non-qualifying country. Pursuant to Section 184(2) publication within 30 days is deemed to be simultaneous publication.

3.2 Income Sources

Presently Music Video income comes from the following sources:-

- 3.2.1 Broadcasting.
- 3.2.2 Cable Retransmission.

Irish terrestrial television stations (the Television Stations) are invoiced based on Music Video Usage. Music video payments are broken down by: Fully played Videos (full rate) and Video Clips (generally one third of the rate paid for a Full Video).

3.3 Allocation of Income

PPI deducts the costs of collection, distribution, administration and other costs as approved by the company in general meeting, from the total licence fees received to arrive at a Net Distributable Music Video Figure which is the total amount distributed to music video members in respect of the exploitation of their music videos in the year in question.

Video Distributions are claims based. Members receive a report in May each year, detailing Music Videos owned or possibly owned by the Label/Member. To be paid for Music Video the member must sign and submit a 'Music Videogram Claim Form'

3.4 Distribution Year

Music Videogram Claim Forms are distributed in May of each year for the preceding calendar year and paid in July of that year (The Music Video Distribution Year). Video claims are ongoing until a distribution year is closed.

3.5 Distribution Process

- 3.5.1 Each year a Net Distributable Music Video Figure (se 3.3 above) is entered into the distribution computer system (the System). A unit rate is then calculated dividing the Net Distributable Music Video Euro Figure by the total number of full video equivalent units.
- 3.5.2 The Television Stations supply Quarterly Video Reports.
- 3.5.3 After the import is done the System repeats previous matches done on the system to match the videos with the labels. Any unmatched videos are manually matched using information from the Audio Distribution, online etc.

- 3.5.4 The System will then perform the distribution run which creates a statement for each member showing the total number of clips and full videos that have been matched to that member. An excel report is created for each member, detailing: Artist, Title, Clip and Full Videos and the Date that the Video was played.
- 3.5.5 Each member is sent a statement, Excel report and a Music Videogram Claim Form to sign if they wish to make a claim for the videos.
- 3.5.6 When the member returns the claim form the system will create a Voucher.
- 3.5.7 Payments are then posted to the ledger and members are paid.

3.6 Un-distributable Income

Due to the amount and the diversity of music videos there will always be unidentified or unclaimed music videos. A reserve is held against each unidentified / unclaimed music video / clip. Efforts are made to match unidentified music videos to members and in the event that sound recordings are matched to producers that are not members they are invited to become members. In the event that rights holders are not identified within twelve months of the end of the calendar year in which the revenue was collected:-

- 3.6.1 Music video members receive the unclaimed video report.
- 3.6.2 Members must submit claims by the deadline advised, and then sign the 'Music Videogram Claim Form'
- 3.6.3 Single claims are processed
- 3.6.4 For Double claims videos, the Members are informed as to the claim to be resolved, and in some cases agree to split the revenue where 2 or more labels legitimately have claims but based on the Video information provided, there is no clear way of identifying the exact Video version that was broadcast.
- 3.6.5 In the event that agreement is not reached then the matter is dealt with under the dispute resolution procedure (Section 6 below)
- 3.6.6 In the event that the relevant rights holders have not been identified, then, not earlier than two years from the end of the calendar year in which the income was collected PPI will make available to the public whatever information it has in its possession, that might assist in identifying the right holder.

- 3.6.7 Subject to section 3.6.8 below the Music Video Distribution Year will be closed three years after the end of the Calendar year in which the income was collected. The un-distributable income is divided pro rata amongst the music video members previously paid in that Music Video Distribution Year.
- 3.6.8 Once the Music Video Distribution Year is closed PPI will make a reserve which in the opinion of the directors is reasonable and continue to seek to identify and locate the relevant rights holders for a period of six years from the end of the Music Video Distribution Year.

4. PERFORMER DISTRIBUTIONS

Performer Distributions are distributions made by PPI, on behalf of its record producer members, to performers pursuant to section 208 of the Act.

4.1 Qualification for payments

To qualify for payments from PPI performers must satisfy the provisions set out at section 291 of the Act as amended by the EU (Term of Protection of Copyright and Certain Related Rights Directive 2011/77/EU) Regulations 2013 (The Term Extension Regulations) and sections 287 or 289 of the Act dealing with qualification for protection in respect of performances.

- 4.1.1 A performance qualifies for payments for 70 years from the date upon which it is made or published whichever is the latest. (Section 291 of the Act as amended by the Term Extension Regulations)
- 4.1.2 In addition the performance qualifies for payments if it is given by a qualified individual or a qualified person pursuant to section 287 of the Act (i.e. if he is an Irish citizen, or is domiciled or ordinarily resident in the Republic of Ireland or in a qualifying country (i.e. a country that accords Ireland reciprocal treatment) (a Qualifying Performer) or if the performance took place in a qualifying country pursuant to section 289 of the Act.

4.2 Income sources

Performer Distribution income comes from the following sources:-

- 4.2.1 Public Performance of sound recordings including specially featured music and background music
- 4.2.2 Broadcasting of sound recordings .

4.2.3 Cable Transmission of sound recordings

4.3 Allocation of Income

Since 2017 PPI has used Phonographic Performance Limited, a UK based joint producer and performer MLC to provide back office services to calculate equitable remuneration allocations for performers. The processes of allocation are described in Schedule 1

4.4 Distribution Year

The performer distribution is based on the income of the calendar year (The Performer Distribution Year).

4.5 RAAP

Recorded Artists Actors and Performers CLG (RAAP) is a company limited by guarantee and set up to act as a collective management organisation (CMO) for performers in the Republic of Ireland. RAAP represents over 4,000 Irish performers and by virtue of its Bi-Lateral Agreements with CMOs in other countries and agreements with Agents, RAAP claims to represent in excess of 1 million performers. PPI has entered into an agreement with RAAP (dated the 25th day of October 2019) which provides that RAAP will pay the performers it represents, the amounts calculated by PPI is due to them, using RAAPs Distribution Scheme which is attached at Schedule 2.

4.6 Un- Distributable Income / Distribution Closure Policy

Due to the amount and the diversity of recordings there will always be unidentified performers or unclaimed performer allocations. A reserve is held against each unidentified performer / unclaimed allocation. At the closure of a processing year:-

- 4.6.1 The remaining unidentified performer / unclaimed allocated airplay report is sent to Performer CMO's and RAAP to allow them to claim on behalf of their members and they are notified of the claim deadlines.
- 4.6.2 The details required from performer CMO's include the performers full names, aliases, date of birth, featured or non-featured category information, the performers performance or contribution to the recording, the Performer ID's and the sound recordings upon which the performance was made.

- 4.6.3 Claims are processed and where valid the performers are added to the line-ups on sound recordings. If agreement is not reached then the matter is dealt with under the dispute resolution procedure (Section 6)
- 4.6.4 The Performer Distribution Year will be closed at a time decided by the Board of Directors not earlier than three years after the end of the Calendar year in which the income was collected. The company will make a reserve which in the opinion of the directors is reasonable and continue to seek to identify and locate the relevant performers for a period of six years from the end of the Performer Distribution Year.
- 4.6.5 In the event that performers are identified on sound recordings owned by producers that are not members of PPI, or on sound recordings that are not registered but are owned by PPI members, PPI having attempted and failed to get the producer to join PPI and/or register the track, then PPI will, in conjunction with performer CMO's endeavour to ensure that the appropriate performers playing on those unregistered Sound Recordings are paid.
- 4.6.6 The remaining un-distributable income is then divided pro rata amongst the performers previously paid in that Performer Distribution Year.

5 INTERNATIONAL DISTRIBUTIONS

The following are the rules governing the distribution of money collected by PPI from foreign MLC's with which it has a reciprocal agreement in respect of the exploitation outside the state of the sound recording rights controlled by PPI's sound recording producer members who have executed an International Collection Mandate. Reciprocal agreements are the agreements that PPI enters into with foreign MLC's that allows PPI to exchange sound recording royalties with these territories.

5.1 Qualification for payments

Each country will have different laws and rules as to the subsistence of copyright and as to the qualification of those rights. When PPI receives income from foreign MLCs with payment data PPI presumes that both the sound recording and the sound recording producer member qualify for payments.

5.1 Income sources

The list of countries with which PPI has a reciprocal agreement is set out in schedule 3. Depending on territory requirements and systems, PPI registers its members' sound recordings and/or Labels with the Foreign MLC, and this is reciprocated at PPI for the Foreign MLC's members.

5.2 Allocation of Income

PPI deducts general management costs (the costs of collection, distribution and administration) from licence fees before allocating that income to foreign MLCs, and may at PPI's discretion deduct a further distribution fee if the circumstances warrant it.

PPI does not presently deduct any costs from distributions received from Foreign MLC's. PPI pays record producer members the allocation received from Foreign MLC gross.

5.3 Distribution Year

The Distribution Year for outgoing funds is the same as the Audio Distribution Year and distributions are made bi-laterally. Distribution of incoming funds from Foreign MLC's are made in May and September each year, provided it is economically viable to do so.

5.4 Distribution Process

5.4.1 In so far as outgoing funds are concerned Foreign MLC's are treated as sound recording producer and music video members and distributions to them are made in accordance with the Audio Allocation of Income and Distribution Process .

5.4.2 In so far as incoming funds are concerned, Foreign MLC's report recordings and payment data.

5.4.3 Excel track reports detailing exchange rates (where applicable) are created by PPI.

5.4.4 Manual invoices are created and posted to member accounts for payment.

5.5 Un-distributable Income

Un-distributable income is returned to the foreign MLC from which it came once all reasonable efforts to find the rightsholder(s) have been exhausted.

6 DISPUTE RESOLUTION

6.1 From time to time disputes arise between PPI members regarding the ownership of rights in respect of a particular sound recording or music video and between performers and Performers CMO's as to the validity of performer claims. In these cases PPI operates an informal dispute resolution process.

- 6.2 Tracks and Labels & Music Videos are frozen or suspended in the case of disputed repertoire or where the ownership of Recordings / Music Video / Labels needs clarifications before payment can be made. The revenue allocated to the frozen / suspended repertoire is held and released when disputes are solved or clarifications confirmed. Performer allocations are also held pending resolutions.
- 6.3 Double claim tracks, Music Videos and Labels and performer claims are flagged with all parties concerned for resolution.
- 6.4 The parties will be asked to confirm their claim and supply evidence of their claim. PPI will set deadlines for the submission of evidence, after which it will make a decision based on the information provided.
- 6.5 If parties wish to appeal a decision resulting from PPIs informal dispute resolution process they may submit the matter to mediation or arbitration. Details of mediation / arbitration procedures and the rules that apply to them are set out in Schedule 4.

SCHEDULE 1

Allocation of income and distribution processes for Producers and Performers

This document describes how PPI and RAAP calculate royalty distributions to producers and performers and is based upon PPI Distribution Rules and the RAAP Distribution Scheme.

Licensees & Usage Reporting

PPI licenses the use of Sound Recordings on behalf of its producer members for public performance, broadcast, cable transmission, dubbing and internet transmission

PPI collects Sound Recording usage data from Radio Broadcasts. Each reporting licensee provides usage reporting detailing each Sound Recording used. As a minimum this includes recording title, band/main artist name, date of use and number of plays.

PPI delivers music reporting to PPL in monthly batches. Each batch contains a month's worth of reporting from each reporting station. Reporting may be aggregated to a month level or de-aggregated down to each individual play in the month.

Calculating number of plays

PPI calculates and allocates distributable revenues to Sound Recordings on a per play basis.

With the exception of sources that predominantly play classical music, the following logic will be applied to determine a Sound Recording play:

- Where a licensee only reports the number of plays, PPL will use this number as the play count.
- Where a licensee reports both the number of plays and the duration of play, the duration of play shall be used to identify a play as follows:
 - If the duration of play is 59 seconds or less, the recording is not treated as a play and is excluded;
or
 - If the duration of play is greater than 59 seconds, it is counted as one equivalent play.

Where the usage source is from a source that predominantly plays classical music, this additional logic is applied:

- Where a licensee reports both the number of plays and the duration of play, the duration of play shall be used to calculate an "equivalent" number of plays as follows:
 - If the duration of play is greater than 59 seconds but less than 6 minutes, it is counted as one equivalent play; or
 - If the duration of play is 6 minutes or greater, additional plays are calculated in 3-minute increments, thus a recording played for between 6 minutes and 8 minutes 59 seconds would be treated as receiving 2 equivalent plays, while a recording played for between 9 minutes and 11 minutes 59 seconds, would be treated as receiving 3 equivalent plays, and so on.
- The number of equivalent plays is multiplied by the number of plays reported to determine the total play count. Thus:
 - If the duration of play is between 1 minute and 5 minutes 59 seconds, the calculated equivalent play count is one. If the number of plays is two, then the total number of plays is two (one equivalent play multiplied by two reported plays); similarly
 - If the duration of play is between 6 minutes and 8 minutes 59 seconds, the calculated equivalent play count is two. If the number of plays is also two, then the total number of plays is four (two equivalent plays multiplied by two reported plays).

Sound Recording Protection

PPI licenses the use of Sound Recordings on behalf of its producer members. To be a member a producer must have the broadcast, public performance, dubbing, or cable retransmission right in at least one sound recording or music video.

PPI's defines a Sound Recording as "a fixation of sounds, or the representations thereof, from which the sounds are capable of being reproduced, regardless of the medium on which the recording is made, or the method by which the sounds are produced *provided that it is for sale legally to the general public in the State, either physically in a retail shop or from an internet outlet or digitally from a commercial download or streaming site*". It defines a music video as "A Film or extract from a Film made, used or supplied at any time for the purposes of accompanying or being in any way associated with a Sound Recording provided that it is for sale legally to the

general public in the State, either physically in a retail shop or from an internet outlet or digitally from a commercial download or streaming site."

Usage Data Processing and Revenue Allocation

PPL's system will auto-match a proportion of the usage data provided to corresponding Sound Recordings in the PPL Repertoire Database, while remaining usage will require manual intervention to strike a match.

Where Sound Recordings are identified that are not-protected and/or not-licensed, these will be excluded from the matching process and will therefore not be allocated any revenues.

All other usage data (matched and unmatched) will be considered protected and shall be allocated a proportion of the distributable revenue associated with this usage data.

In preparation for running a distribution calculation and allocation, PPL will load all newly matched Sound Recordings into the distribution system. In parallel, PPL will identify the percentage matched rate for each usage source, so that a corresponding percentage of revenue can be distributed against it.

Distribution & Adjustment

A distribution and an adjustment are defined as follows:

Distribution: The process through which a complete or substantially complete set of PPI revenues for a period (typically a year) are processed and royalties are calculated and allocated to producers and performers on recordings.

Adjustment: A re-calculation of the allocation of royalties to producers and performers following the receipt of data updates or additions.

At present PPL's systems are configured to calculate and allocate distributions on a biannual basis. PPL is in the process of changing its internal processes to enable quarterly distribution and adjustment calculations and allocations and will move to a quarterly distribution as soon as possible.

Following the completion of a full year's revenue distribution calculation and allocation, adjustments to these revenues will be calculated and allocated bi-annually/quarterly alongside the distribution calculation and allocation of new revenues for a set period of time. This is referred to as the "open period" or "period of limitation".

After the expiry of the open period no further adjustments will be made and the open period will be closed. At this point any outstanding non-distributed monies will be subject to PPI's distribution closure policy.

Distribution Period of Limitation

Revenues will be adjusted for a period of six years from the end of the first year in which the revenue was collected. Any monies remaining undistributed after this period will be subject to PPI's distribution closure policy.

Distribution Setup

Calculating Net Distributable Revenue (NDR)

Net Distributable Revenue (NDR) is calculated as follows:-

1. PPI deducts the cost of collection, distribution and administration, together with any other deductions approved by PPI in general meeting, from the gross revenue to determine the NDR for Producers for the distribution period ;
2. PPI deducts the cost of collection, distribution and administration, from the gross revenue to determine the NDR for Performers ; and
3. PPI splits revenues (less appropriate deductions) into "funds", one of which is for revenues due to producers only, and another for revenues due to performers.

Setting up Distribution Funds & Profiles

PPL will provide PPI with a Distribution Funds and Profiles template in advance of each distribution. This will contain a list of distributable funds and PPI usage data sources. Each usage source will detail the total number of usage plays reported, and the total number of usage plays matched at the point of distribution.

PPI will create two distribution funds and profiles: one for revenues for distribution to producers (which will include usage data weighted by audience); and another for revenues to be distributed to performers (which will not include weighted usage data).

Please Note:

PPI currently weights usage by audience, while RAAP does not. As such the proposal to create two distribution funds will enable PPI to calculate and allocate revenues to recordings, producers and performers in a manner that is consistent with current practice.

For the distribution of producer revenues, National Stations are typically allocated a weighting of one, while local stations are down-weighted to reflect their smaller reach/audience.

For the distribution of performer's revenues all radio stations will be allocated a weighting of one in accordance with the RAAP Distribution Scheme.

Revenues are then apportioned across each radio station according to its usage plays, weighting and weighted plays as illustrated below:

Producer Fund

Usage Log Name	Reach	Usage Plays	Weighting /Audience	Weighted Plays	Split of €5M NDR
RTE Radio 1	National	8M	1.0	8M	€1.43M
2FM	National	10M	1.0	10M	€1.78M
FM104	Local	10M	0.4	4M	€0.71M
4FM	Local	11M	0.3	3.3M	€0.59M
98FM	Local	11M	0.25*	2.75M	€0.49M

		50M		28.05M	€5.00M
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* Weightings are always rounded up to two decimal places.

* A minimum weighting/audience of 0.2 is applied to the stations with the smallest audiences.

Performer Fund

Usage Log Name	Reach	Usage Plays	Weighting /Audience	Weighted Plays	Split of €5M NDR
RTE Radio 1	National	8M	1.0	8M	€0.80M
2FM	National	10M	1.0	10M	€1.00M
FM104	Local	10M	1.0	10M	€1.00M
4FM	Local	11M	1.0	11M	€1.10M
98FM	Local	11M	1.0	11M	€1.10M
		50M		50M	€5.00M

Allocating Revenues to Recordings

Revenues associated with each usage log will be apportioned across all of the matched and unmatched weighted plays.

The distribution system is configured to calculate distributions on a per-second basis. As such PPL will multiply the number of plays by 180 seconds to derive a per-second equivalent for the purposes of distribution. This will then be divided by 180 for onward reporting purposes.

Distribution Calculations & Allocation Rules

Sound Recording Copyright Protection

All matched recordings included in the distribution will be checked to see if they are protected by Sound Recording copyright. Any recordings identified as being out of copyright will be excluded from the distribution and the revenues provisionally allocated to these recordings will be pro-rated across all in-copyright recordings within the relevant fund.

PPL protects Sound Recordings for the duration of their copyright. This is 50 years in respect of Sound Recordings released prior to 1963 and 70 years in respect of a Sound Recording released from 1963 onwards. The release date is determined by reference to its date of fixation and/or first publication; however, as this data is not readily available, PPL will use the Recording's "P-Date" as a more readily available alternative.

To identify whether a Sound Recording is within copyright, the following logic will be applied by the distribution system:

- The date of first publication will be determined by reference to the Sound Recording's "PDate".
- If a Sound Recording was used within 50 years (if released prior to 1963) or 70 years (if released from 1963 on) of its stated PDate it shall be considered within copyright.
- If the PDate is unknown at the time of distribution it shall be assumed to be within copyright.

Producer Allocation Rules

Identifying Producer Rights Holders

PPL has a territorial rights management database that is capable of storing producers' recording rights information by time period, territory, and type of use.

The distribution system will reference this database to identify producer rights holders against matched recordings based on the month in which a Sound Recording was used, the territory in which it was used (i.e. Ireland) and the type of its use (e.g. Broadcast).

To manage data volumes and optimise distribution processing, PPL aggregates matched usage data to a monthly level when it is loaded into the distribution system. As such, where a producer rights holder changes

during a month, the system will allocate money to the producer who controls the rights for the greater share of the month.

Allocating revenues to Producer Rights Holders

Where a producer rights holder (for the time period, territory and type of use) is identified against a matched Sound Recording within a fund, a Sound Recording's producer revenue share is allocated to the identified producer's "payable" account. Where two or more producers are identified as controlling the rights, and these rights do not overlap and are therefore not in conflict (i.e. ownership is shared), revenues will be pro-rated between these producers based on their percentage ownership share defined in the rights database. Where two or more producers are identified as controlling the rights for the same time period, territory and type of use, these rights will overlap and will be considered in conflict (double-claimed). In this case revenues will be held by PPI in the "in conflict" account until the conflict can be resolved. Where the producer rights holder in the territory of Ireland is unknown for the type of use and/or time period, the Sound Recording's revenues are held by PPI in the "unknown" account.

In exceptional cases, PPI can instruct PPL to hold all allocations due to a Sound Recording in a PPI distribution. This most commonly occurs when erroneous usage is identified during the distribution. In such a scenario, PPI can request the Sound Recording within the PPI distribution system be placed on hold. This will allocate the Sound Recording's revenue to the "held" account. This will ensure any revenues are held by PPI while the issue is resolved. The recording can then be taken off hold in time for the next adjustment.

Allocating revenues where Producer Rights Change

Where a producer no longer controls the rights to a Sound Recording (either through a sale of their rights, or through the end of a licensing agreement), the old and new producers should update their rights information in the system. This will enable the distribution system to allocate revenue to the producer who controls the rights to a Sound Recording at the time and date of use.

Producer Mandates

The distribution system will identify territorial rights holders for each matched recording. These will be identified to PPI in the distribution allocation reporting.

PPI will cross-reference identified producers with corresponding producers in its own database to enable it to determine which entity to pay, whether this is the reported record company, a collecting agent or another CMO.

Performer Allocation Rules

Performers can be added or "linked" to recordings in the PPL Repertoire Database by producers who register recordings, by performers who perform on recordings, and by CMOs and performer agents who represent performers who perform on recordings.

Additions and/or changes to performer line-ups are subject to review and approval by PPL to ensure their validity, and in certain circumstances (for example, where there is a dispute as to whether a performer has performed on a recording) PPL may require evidence to support such additions and/or changes.

Each performer who is successful in being added to a Sound Recording in PPL's Repertoire Database has an identified performance contribution and performer category for each Recording. The performance contribution identifies what the performer did on the Recording, for example sang vocals or played guitar and the performer category identifies whether the performer was a Featured or Non-Featured performer. In addition, for a Performer to qualify for equitable remuneration in respect of their recorded performance, their performance must be a "qualifying performance" (i.e. be given by a "qualifying performer" or take place in a "qualifying country").

After all qualifying performances are allocated revenue, the entity to pay can be identified by reference to the performer's mandate information.

The performer allocation requirements set out in this section are based on the RAAP Distribution Scheme.

Performance Contributions

All performers who are linked to Sound Recordings in the PPL Repertoire Database will have one or more associated performance contributions for each Recording. The number of performance contributions listed is dependent on how many contributions the performer has made on the Recording.

Performers can make contributions to a recording that may or may not amount to a "performance" for the purposes of equitable remuneration; however, only contributions that amount to a "performance" will be considered in the PPI distribution calculation and allocation. Contributions that do not amount to a "performance", such as contributions from "studio engineer" and "composer", will be ignored.

Contributions that amount to a "performance" are identified in a list of eligible contributions attached as Annex I to this document.

In accordance with Clause 1.1 of the R.A.A.P. Distribution Scheme, regardless of how many performances each performer has made on a recording, they shall be treated as making one contribution only per Sound Recording and categorised as either a Featured or Non-Featured Performer.

Performer Categories

Performer contributions are categorised into Featured (F) and Non-Featured (NF).

In the scenario where a performer is linked to a Sound Recording multiple times and has been assigned different categories for one or more performances, the system will take the most significant PPI category, i.e. "Featured" over "Non-Featured".

Performer Share Agreements

In accordance with the RAAP Distribution Scheme:

- All of the performers on a Sound Recording may agree in writing how the Performers' Equitable Remuneration is to be allocated between them, provided that they are able to certify that they were the total number of Performers on the Sound Recording;
- All of the F Performers on a Sound Recording may agree in writing to treat one or more of the NF Performers on a recording as a F Performer; or
- All of the F Performers on a Sound Recording may agree in writing to vary as between them the proportions of the Performers' Equitable Remuneration payable to them.

Such agreements must be made in writing in a prescribed format Performer Share Agreement (PSA).

Where a PSA exists against a Sound Recording in PPL's Distribution System for PPI, the standard allocation rules will be completely overridden and revenues will be split amongst only those F and all NF Performers included in the PSA in the proportions identified for each Performer in the PSA.

A PSA can be set up at any time and any revenues allocated to performers on such Sound Recordings will be apportioned in the agreed manner from the date the PSA becomes effective. A PSA can be back dated by a maximum of three years.

Where no PSA exists, the Performers' Allocation will be split between qualifying F and NF Performers, in accordance with the RAAP Distribution Scheme.

Splitting revenues between Featured and Non-Featured Performers

In accordance with the RAAP Distribution Scheme, the distribution system will by default split the Performers' share of a Sound Recording's revenues, 70% in favour of F Performers and 30% to NF Performers.

In accordance with the RAAP Distribution Scheme, where a Sound Recording has an accurate line-up (identified where both the F and NF Accurate flags are set on the recording in the PPL Repertoire Database), and there are one or more F Performers linked, but no NF Performers, 100% of the Performers' Allocation shall be allocated to the F Performers.

Where a recording has an accurate line-up (identified where both the F and NF Accurate flags are set on the recording in the PPL Repertoire Database), and there are no F Performers linked, but one or more NF Performers, 100% of the Performers' Allocation shall be allocated to the NF Performers.

With the exception of PSAs, which are dealt with in the manner described above the performer revenues apportioned to the F and NF Performers on a Sound Recording, based on the logic described above, will be further sub-divided based on the criteria detailed in the following three sections.

Performer Qualification

PPL's Distribution System for PPI will recognise qualifying Performers only.

Where a performer has made a contribution to a Sound Recording that amounts to a performance, and where the performer qualifies to receive Equitable Remuneration (ER), they will be allocated a share of the Performers' Allocation for that Recording. Where they do not, the revenue will be reallocated to the producer.

Performer qualification is determined by firstly checking whether the country of each linked performer's citizenship/nationality/residence at the time of performance is a qualifying country. If any linked performers qualify on any one of these criteria, they will be identified as a "Qualifying" performer.

For those linked performers who do not qualify on the basis of their citizenship/nationality/ residence at the time of the performance, the country of performance (CoP), if known, will be checked to see whether the CoP is a qualifying country. Again, if any linked performers qualify on the basis of CoP, they will be identified as a "Qualifying" performer.

Those linked performers who do not qualify on the basis of either their citizenship/nationality/ residence at the time of performance or the CoP (provided the CoP is known) will be identified as "Non-Qualifying" performers.

Finally, if a Recording's country of recording (CoR) is known and is a qualifying country, all remaining performers (linked and unlinked) whose qualification status has not yet been determined are assumed to qualify and will be considered in the allocation of the Performers' Allocation of the Recording's revenue. Where the CoR is unknown, the country is assumed to be qualifying until such time as it is populated, at which point its qualification status is re-evaluated. Where a Recording's CoR is identified as a non-qualifying country and there are unlinked performers on the recording, the unknown performers will all be assumed to be "Non-Qualifying" performers (on the basis that this is likely to be the reason why they have not been registered).

PPI will use the list of those countries who are party to the Rome Convention to determine whether a performer's CoP, country of citizenship/nationality/residence, or country of recording is a qualifying country. A copy of the list of countries is included in Annex II of this document

Calculating Featured Performer splits

The system will firstly check whether the F Performer line-up accurate flag on the matched recording (as held in the PPL Repertoire Database) is set to accurate. This flag is set by PPL through its own research, performer board-approved performer line-up policies or from information provided by the producer, or on the request of a CMO which represents the F Performers on the recording.

Where the Featured Performer line-up accurate flag is set:

The system will split the Recording's F Performer revenue into equal shares based on the greater of the Recording's F Performer count or number of F Performers (with qualifying performances) linked to the Recording (this is usually, but not always, the same).

Where the Featured Performer line-up accurate flag is not set:

The system will split the F Performer revenues into equal shares based on the greater of the Recording's F Performer count, number of F Performers (with qualifying performances) linked, or the number of estimated F Performers based on the Recording's genre default. A copy of the genre default list is included in Annex III of this document.

PPL's Distribution System for PPI will then allocate each of these equal shares to one of four accounts, based on whether each performer is linked to the recording and qualifies to receive equitable remuneration. The accounts are as follows:

Performer linked?	Performer qualifies?	Account to allocate F Performer share
Yes	Yes	Payable
Yes	No	Known Non-Qualifying Featured Performer
No	*Yes	Unknown Featured Performer
No	*No	Unknown Non-Qualifying Featured Performer

* Assumed qualification status of unknown performer.

Where a F Performer is linked and is a qualifying performer (or is assumed to be qualifying), their share of the Recording's revenue is allocated to their payable account.

Calculating Non-Featured performer splits

The system will firstly check whether the NF Performer line-up accurate flag on the matched Recording (as held in the PPL Repertoire Database) is set to accurate. This flag is set by PPL through its own research, performer board-approved performer line-up policies or from information provided by the producer, or on the request of a CMO which represents the NF Performers on the recording.

Where the Non-Featured Performer line-up accurate flag is set:

The system will calculate the Recording's NF Performer count by taking the greater of the Recording's NF Performer count or number of NF Performers (with qualifying performances) linked to the Recording (this is usually, but not always the same).

Where the Non-Featured Performer line-up accurate flag is not set:

The system will calculate the Recording's NF Performer count by taking the greater of the Recording's NF Performer count, number of NF Performers (with qualifying performances) linked, or the number of estimated NF Performers based on the Recording's genre default.

Percentage shares will be allocated to the number of NF Performers identified by the NF Count, with any remaining (surplus) shares being allocated to the "Non-Featured Overage" account.

Revenues allocated to NF Performers will be allocated to one of the following four accounts:

Performer linked?	Performer qualifies?	Account to allocate NF Performer share
Yes	Yes	Payable
Yes	No	Known Non-Qualifying Non-Featured Performer
No	*Yes	Unknown Non-Featured Performer
No	*No	Unknown Non-Qualifying Non-Featured Performer

* Assumed qualification status of unknown performer.

Where an NF Performer is linked and is a qualifying performer (or is assumed to be qualifying), their share of the Recording's revenue is allocated to their payable account.

Non-Featured Reallocation

Where the NF Reallocation Flag is set:

Any non-featured overage revenues will be held in respect of Non-Featured Overage monies.

Where the NF Reallocation Flag is set:

Where the F Performer and NF Performer line-up flags are set to accurate and there are surplus revenue shares held in the Recording's "Non-Featured Overage" account, the system shall apportion these revenues across all the F and NF Performers (with qualifying and non-qualifying performances) on a pro-rata basis.

Where a performer has a non-qualifying performance his/her allocation will be redirected to the Known Non-Qualifying Non-Featured Performer reserve for reallocation to producers.

Non-Qualifying Reallocation

Once PPL's distribution system for PPI has completed its allocations, any Recording revenues associated with non qualifying performers will be reallocated to producers:

The system will re-allocate revenues in one of two ways, depending on whether the "Allocate to Recording Rights Holders" flag is, or is not set.

Where the Allocate to Recording Rights Holders flag is not set (default setting):

The revenues will be apportioned across all the producers receiving revenue in the distribution on a pro-rata basis.

Where the Allocate to Recording Rights Holders flag is set:

The revenues will be re-allocated to the producer or producers on the Recording against which the revenues are held.

Non Qualifying Reserve

Where the Allocate to Recording Rights Holders flag is set, revenue is apportioned across all the producers.

Producer and Performer Mandates

Once PPL's distribution system for PPI has completed allocating revenues to producer and performer rights holders, it will seek to identify who PPI should pay in respect of these allocations. It does this by identifying the payment entity from the producers' or performers' mandate lists.

The mandated entity can then be used to inform PPI who it should pay in respect of each identified and payable rights holder.

Producer Mandate Lists

The producer mandate list will identify every producer who it represents in Ireland and the payment entity to whom it should pay any allocated revenues to by type of use. This can be the same producer where they are paid directly by PPI, or a CMO or Agent where they have the mandate to collect revenues on behalf of the producer.

The producer mandate list will be loaded into PPL's Mandate database in advance of each distribution calculation and allocation, and will identify producers with mandates, producers with mandates in conflict and producers with no mandates.

PPL will extract a list of these producers and their mandate information for loading into Alliant. This will identify whether a mandated entity for the producer is known, not known or is in conflict in Ireland by type of use, and if known who the entity is.

PPL will use the mandate list to inform PPI which entities it should pay in respect of the current distribution, and PPI will be responsible for its accuracy.

Performer Mandate Lists

RAAP represents the vast majority of performers and PPI has entered into an agreement with RAAP which provides that RAAP will distribute amongst those performers it represents. PPI will encourage performers to join RAAP or agree to be represented by RAAP.

Recording Level Hold

In the scenario where there is an issue with matched usage which would result in revenues being incorrectly allocated, PPI may put the associated recording in question on hold.

Where a recording is placed on hold, revenue will continue to be allocated to it in the standard way, and these revenues shall be split between the producer and performers, but no further allocations to producer or performer rights holders shall be made (and instead revenues shall be held in the "Held Recording" reserve) until such a time as the recording is taken off hold.

Distribution Adjustments

PPL will make adjustments to PPI's distributions for the duration of PPI's open period/period of limitation.

When a distribution adjustment is made to a previously run distribution the distribution system will recalculate the entire distribution based on the latest available data. This can result in positive and negative adjustments being made to previously calculated member allocations.

Adjustment Triggers

Adjustments to recording allocations or payment entities are triggered by a range of scenarios.

Recording allocation adjustments are triggered by:

1. Changes to Funds and Profiles
 - a. Addition or removal of revenues; or
 - b. Addition or removal of usage data.
2. Changes to Sound Recording qualification or copyright status
3. Changes to Producer territorial rights holders:
 - a. Unknown Producers being identified;
 - b. Previous Producer being incorrect and changed;
 - c. A new Producer conflict being created; or

- d. A previous Producer conflict being resolved.
- 4. Changes to Performer rights holders:
 - a. Unknown Performer being identified;
 - b. Previous Performer being incorrect and changed;
 - c. Change in category of performer;
 - d. Addition or removal of qualifying role;
 - e. Change in performer qualification status; or
 - f. Change in recording's genre.
- 5. Changes to a Recording Level Hold.

Mandate and payment entity adjustments are triggered by:

- 1. Changes to mandates information.

All of these reasons are described further below.

Changes to Funds and Profiles

Addition of revenues

Where additional revenue is added to a previously run distribution or adjustment calculation and allocation, the additional revenue will be pro-rated across the associated usage data as identified in the distribution Funds & Profiles. This will result in revenue either being added to newly loaded matched recordings, in which case previous allocations will be unchanged, or additional revenue being allocated to previously loaded matched recordings, in which case rights holders allocations will increase.

Addition of usage data

Where additional usage data is matched and added to a previously run distribution or adjustment, this usage and its associated held revenue is made available for distribution in the next adjustment. This results in the newly matched recordings and associated rights holders being allocated this revenue.

Changes to Sound Recording Qualification or Copyright Status

Recording Qualification Changes

Where a matched recording that has previously been included in a distribution is identified as non-qualifying, it can be removed from the distribution process. Where this occurs the usage line is removed and the revenues allocated to this recording are pro-rated across the remaining recordings. This results in a positive allocation to all remaining recordings and rights holders.

Copyright Status Changes

Where the copyright status of a recording changes between a distribution and adjustment the system will determine whether to include or exclude the recording and thus allocate revenue to its associated rights holders as follows:

Old Status	New Status	Previously Included	Currently Included
Out of Copyright	Out of Copyright	No	No
Out of Copyright	In Copyright	No	Yes
Out of Copyright	Unknown	No	No
In Copyright	Out of Copyright	Yes	No
In Copyright	In Copyright	Yes	Yes

In Copyright	Unknown	Yes	Yes
Unknown	Unknown	Yes	Yes
Unknown	In Copyright	Yes	Yes
Unknown	Out of Copyright	Yes	No

Changes to a Producer territorial rights holders

Unknown Producers being identified

Where a Sound Recording was previously identified with an unknown producer that has since been identified, revenues that were previously reserved for the producer on the Recording can be reallocated to the identified producer's account. Previous Producer being incorrect and changed

Where a Sound Recording was previously identified with a known producer who has subsequently been identified to have been incorrect, revenues will be recouped from the incorrect producer account and reallocated to the new/correct producer payable account.

A new Producer conflict being created

When a conflict is identified, any revenue previously allocated to the matched recording will be recouped and reserved until the conflict is resolved. This may be appropriate because the new claimant may be entitled to payment of revenues previously allocated to the other producer.

Where this occurs, the distribution system will recoup the monies from the previously identified rights holder and hold this revenue in the "In Conflict" producer reserve while the conflict is resolved.

A previous Producer conflict being resolved

Where a matched Sound Recording was previously identified with two or more conflicting producers, and that conflict has now been resolved, revenues will be moved from the "In Conflict" producer reserve account to the producer "payable" account.

Changes to a Performer

Unknown Performers being identified

Where a Sound Recording was previously identified with an unknown performer share that has since been identified, revenues that were previously reserved for the unknown performer on the Recording can be reallocated to the identified performer's account.

Previous Performer being incorrect and changed

Where a Sound Recording was previously identified with a known performer who has subsequently been identified to have been incorrectly linked to the Recording and has subsequently been removed, their previously allocated revenues will be recouped from the incorrect performer "payable" account and reallocated to new/correct performer "payable" account(s) or "unknown" F or NF Performer reserve. Change in category of performer

Where a Sound Recording previously had a performer linked to it as a featured performer, and who has subsequently changed category to a non-featured performer (or vice versa), or where a performer category changes from a non-payable to payable role (or vice versa), all performer allocations will be recalculated taking into account the category changes.

Any over allocated revenues will be recouped from relevant performer "payable" accounts and reallocated in line with the performer allocation rules.

Addition or removal of qualifying role

Where a performer has an additional role added to a Recording, and the category of the role is the same as previous role(s), the system will ignore the additional role. However, where an additional role is added and the category is changed to a more significant category, for example non-payable to payable, or non-featured to featured, the system will recalculate the performer allocations based on this change.

Where a performer role is removed from a Recording or is changed from a payable to a non-payable role, the system will recalculate the performer shares based on this change.

Change in performer qualification status

Where a performer was previously believed to be qualifying, due to assumptions being made based on the absence of certain information, or previously provided information being incorrect, the system will recoup this money from the appropriate performer's "payable" or "reserve" account and will reallocate to the known non-qualifying featured or non-featured performer reserve for reallocation to the producer(s).

Similarly, where a performer was previously believed to be non-qualifying and is subsequently found to qualify, the system will recoup this money from the producer's "non-qualifying reallocation" account or non-qualifying reserve and reallocate to the performer's "payable" or "reserve" accounts as appropriate.

Change in Recording's genre

A Recording's genre is used to estimate the number of F or NF performers on a line-up where the F Performer and/or NF Performer line-up accurate flag is not set.

Where a Recording does not have an F and/or NF Performer line-up accurate flag set, and the genre changes, the system will re-evaluate the F and NF Performer line-up count using the new genre default number. If the F and/or NF genre default number is greater than the corresponding F or NF Performer count or linked number then the system will readjust the F and/or NF Performer allocations using the new F and/or NF genre default numbers. This may lead to increases or decreases to the allocations that each F and/or NF Performer receives depending on whether the new genre default number is larger or smaller than the previous one.

Changes to a Recording Level Hold

If a Recording is placed on hold, all revenues previously allocated to producer and performer rights holders, and/or recording accounts, are recouped and held against the "Held Recording" account for the period of the hold.

Similarly, if a Recording is taken off hold, all revenues held in the "Held Recording" account are released and allocated to the producers and performers in accordance with the PPI distribution requirements described in this document.

Changes to Producer and Performer mandates

The system will re-evaluate any revenues held in a previous distribution against the current mandate list, to see if these can now be released.

Distribution Closure

PPI will stop adjusting revenues after the expiry of the distribution open period. Thereafter any undistributed revenues will be subject to PPI's distribution closure policy.

Upon completion of the final distribution run:

- All outstanding held producer revenues will be pro-rated across all producer allocations received within that airplay period; and
- All outstanding held performer revenues (including, if applicable, any reserves, unpaid performers' ER or Overages), will be pro-rated across all performer allocations on tracks embodying qualifying performances received within that airplay period.

Annex

I - Qualifying performances list

II - Qualifying country list

III - Genre defaults list

ANNEX I

Code	Description
2675	DJ
2639	Conductor
3076	Orchestra
3302	Twelve String Guitars
2805	Five String Banjo
2712	Drum Machine
2402	Acoustic Bass Guitar
2421	Acoustic Guitar
3095	Piano
3054	Nanga
3090	Percussion
2418	Agogo
3179	Sampler
3417	Woodwind
2432	Alphorn
2433	Alto (voice)
2428	Alto Clarinet
2410	Alto Crumhorn
2429	Alto Flute
2431	Alto Horn
2447	Alto Recorder
3189	Sackbut
2455	Alto Saxophone
3266	Shawm
2457	Alto Trombone
3392	Viol
2422	Andean Harp
2427	Angklung
3403	Whistle
2561	Bugle
2434	Archlute
2448	Arghul
3292	Talking Drum
2458	Autoharp
2772	Electric Upright Bass
2562	Backing Vocals
2510	Baglama

2466	Bagpipes
2749	Electric Guitar
2504	Bajo Sexto
2508	Balafon
2509	Balalaika
2764	Electric Organ
2652	Concertina
2531	Bandura
2540	Bandurria
2769	Erhu
2517	Banjo
2468	Banjo-Mandolin
3401	Wooden Flute
2542	Baritone (voice)
3455	Electric Baritone Guitar
2556	Baritone (Saxhorn)
3064	Oboe
2541	Baritone Saxophone
2549	Bassoon
2591	Cello
2618	Chalumeau
2797	Flute
2852	Guitar
3153	Recorder
3377	Viola
3382	Violin
2538	Barrel Organ
2543	Baryton
2472	Bass
2482	Bass-Baritone (voice)
2665	Cittern
2544	Bass Clarinet
2545	Bass Drum
2489	Bass Dulcian
2554	Basset Clarinet
2547	Basset Horn
2546	Bass Flute
2499	Bass Guitar

2888	Harmonica
3387	Violone
3152	Rebec
2533	Bass Recorder
2550	Bass Saxophone
2558	Bass Trombone
2557	Bass Trumpet
2553	Bass Tuba
2563	Bass Viol
2473	Bata
2513	Bell Tree
2496	Bendir
2497	Berimbau
2898	Instruments
2728	Drum
2565	Biwa
2783	Frame Drum
2527	Body Percussion
2523	Bombarde
2475	Bombo (Bass Drum)
2518	Bones
2516	Bongos
2559	Bottle
2525	Bouzouki
3389	Vocals
2478	Brass Band
2481	Brass
2537	Brass Section
2724	
2729	Drums
2581	Cabasa
2672	Caixa
2612	Caja
2577	Calabash
2646	Calliope
2649	Carillon
2572	Castanets
2574	Cavaquinho

2673	Caxixi
2657	Celeste
2900	Irish Harp
2597	Chamberlin
2608	Chapman Stick
2596	Charango
2604	Chimes
2617	Chocalho
2552	Button Accordion
2578	Cimbalom
3336	Trombone
2611	Citole
2648	Clappers
2614	Clarinet
3332	Trumpet
3340	Trumpet
2621	Claves
2669	Clavichord
2670	Clavinet
2634	Comb
2868	Harp
2655	Conch Shell
2633	Congas
2684	Double Bass
2659	Contrabass Clarinet
2687	Double Bassoon
3181	Sarrusophone
2658	Contrabass Saxophone
2632	Contralto (voice)
2405	Accordion
2651	Cornet
2663	Cornett
2662	Counter-Tenor (voice)
2644	Cowbell
2661	Crotales
2650	Crumhorn
2653	Crwth
2666	Cuatro

2667	Cuica
2582	Cumbus
2674	Cymbals
2677	Daf
2681	Damaru
2688	Dan Bau
2680	Dan Tranh
2741	Davul
2698	Dhol
2697	Dholak
2701	Didjeridu
2700	Dilruba
2723	Diple
2705	Dizi
2706	Djembe
3193	Dj (Scratcher)
2717	Dobro
2718	Dohol
2720	Dombra
2985	Lute
3350	Tumba (Goblet Drum)
2894	Hurdy Gurdy
2746	Electronic Drums
2732	Duduk
2734	Duggi
2690	Dulcian
2737	Dung-Chen
2739	Dutar
2753	Ektar
2777	Electric Violin
2744	Electric Bass Guitar
2776	Electric Cello
2751	Electric Harp
2992	Mandolin
2767	Electric Piano
2771	Electric Sitar
2774	Electric Viola
2779	Electronic Wind Instrument

2755	Electronium
2760	English Horn
2949	Kora
3433	Zither
2770	Esraj
2773	Euphonium
2781	
2789	Fiddle
2790	Fife
2800	Finger Clicks
2799	Finger Cymbals
2793	Flugelhorn
2792	Flageolet
2798	Flexatone
2811	Floyera
2806	Foot Stamping
2808	Fortepiano
2804	French Horn
2780	Fretless Bass Guitar
2860	Guiro
2983	Lap Steel Guitar
2809	Fujara
2812	Gadulka
2819	Gambang
2815	Gamelan
2816	Ganga
2817	Gardon
2950	Koto
2889	Horn
2882	Horn
2830	Ghayta
2834	Gittern
2837	Glass Harmonica
2836	Glockenspiel
2840	Gong
3208	Shaker
2861	Guan
2850	Guitarron

2853	Guitar Synthesizer
2864	Hammered Dulcimer
2867	Hammond Organ
2869	Hand Bells
2619	Clapping
2887	Hardanger Fiddle
2878	Harmonium
2890	Harpsichord
2875	Heckelphone
2876	Helicon
2885	Highland Bagpipes
2874	Hi-Hat
2976	Lamellaphone
2871	Hot Fountain Pen
2892	Huapanguera
2987	Low Whistle
2905	Jagd Horn
2916	Jews Harp
2912	Jug
2918	Kacapi
2919	Kalimba
2947	Kanjira
2921	Kantele
3172	Rattle
2923	Kaval
2925	Kazoo
2920	Kamanche
2946	Kendang
2930	Keyboards
3286	Tambourine
3116	Panpipes
2935	Khol
2964	Lakota Flute
2965	Laouto
2968	Launeddas
2982	Lirone
2979	Lokole
2986	Lyra Viol

2981	Lyre
2989	Lyricon
3001	Madal
2999	Mandocello
2998	Mandola
3362	Ukulele
3023	Mandore
3014	Manjira
3038	Manzello
3024	Maracas
2993	Marimba
3027	Marimbula
3020	Mellophone
3019	Mellotron
3017	Melodica
3034	Metallophone
3039	Mezzo-Soprano (voice)
3013	Mizmar
3240	Sarod
3026	Mouth Organ
3374	Vocal Effects
3033	Musette
2995	Mouth Bow
2526	Musical Box
3041	Nal (Drum)
3050	Natural Horn
3057	Natural Trumpet
3051	Njarka
3059	Novachord
3061	Nyatiti
3060	Nyckelharpa
3068	Oboe DaCaccia
3062	Oboe D'Amore
3065	Ocarina
3067	Octet
3349	Tom-Tom
3072	Omnichord
3069	Ondes Martenot

3075	Ophicleide
3074	Optigan
3078	Orpharion
3109	Palmas
3086	Pandeiro
3079	Pedabro
3126	Pedal Steel Guitar
3084	Pi Chawa
3100	Piano Accordion
3107	Player Piano
3097	Piccolo
3190	Sopranino Clarinet
3085	Piccolo Trumpet
3113	Pipe
3077	Organ
2735	Dulcimer
3105	Pocket Trumpet
3419	Xylophone
3127	Positive (Organ)
3094	Post Horn
3125	Psaltery
3134	Quartet
3136	Quintet
3143	Rabel
3171	Rain Stick
3140	Rauschpfeife
3162	Rnga
3241	Sarangi
3183	Saw
3220	Saxello
3184	Saxophone
3199	Septet
3200	Serpent
3201	Sextet
3207	Shakuhachi
3209	Shamisen
3210	Shenai
3205	Sheng

3206	Shofar
3289	Tibetan Bowls
3215	Siren
3257	Sitar
3404	Whip
2495	Bells
3255	SlideTrumpet
3196	Snare Drum
3239	Sopranino Recorder
3216	Sopranino Saxophone
3229	Soprano (voice)
3191	Soprano Crumhorn
3247	Soprano Saxophone
3343	Treble Shawm
2748	Sound Effects
3230	Sousaphone
3233	Spinet
3234	Spoons
3232	Square Pianoforte
3197	Steel Drum
3366	Unidentified String Instrument
3251	Strings
3252	Stritch
3260	Stylophone
3261	Suling
3262	Suona
3237	Surbahar
3273	Tabla
3324	Tabor
3328	Tack Piano
3275	Taiko
3285	Tambora
3315	Tamborim
3277	Tambura
3320	Tanbur
3319	Tanbura
3278	Tar
3334	Tarogato

3400	Woodblock
3296	Tenor
3293	Tenor Banjo
3295	Tenor Guitar
3321	Tenor Horn
3297	Tenor Recorder
3346	Tenor Saxophone
3351	Tuba
3355	Tenor Viol
3303	Theorbo
3306	Theremin
3284	Timbales
3316	Timpani
3309	Tin Whistle
3310	Tiple
3376	Viola (Guitar)
3358	Toy Piano
3354	Treble Viol
3339	Tres
3300	Triangle
3335	Trio
3282	Tubular Bells
3357	Txalaparta
3440	Tzouras
3360	Udu
3361	Uilleann Pipes
3385	Valiha
3396	Valve Trombone
3378	Vibraphone
3380	Vihuela
3371	Viola DaGamba
3370	Viola D'Amore
3388	Violino Piccolo
3375	Virginals
3390	Vocal Ensemble
3415	Washboard
3399	Wind Chimes
3406	Wind Ensemble

3412	Wobble Board
3416	Wurlitzer Organ
2934	Khalam
3418	Xiao
3420	Xylorimba
3422	Yangqin
3427	Zampona
3429	Zeze
3430	Zhonghu
3436	Zurna
2691	Double Clarinet
3438	Zurla
2409	Accompanist
2406	Accordion Ensemble
2412	Adufe
2414	Aeolian Harp
2425	African Congo Drums
2416	Afuche
2426	Aketse
2417	Algaita
2430	Algoja
2462	Alto Valve Trombone
2436	Ambtara
2438	Anandalahari
2401	Anatara
2415	Andean Flute
2437	Anglo-Concertina
2435	Animal Sounds
2439	Animal Sounds Impersonator
2446	Apentemma
2419	Apongalahy
2443	Appalachian Dulcimer
2444	Arpeggione
2452	Asiko
2407	Atchere
2471	BARA
2464	Babasa
2467	Bajo

2480	Bambara
2469	Band
2491	Bandol-n
2488	Bandola
2492	Bandonen
2493	Bandora
2494	Banjo-Dulcimer
2503	Banjulele
2505	Bankia
2548	Bansuri Flute
2529	Barbershop Quartet
2528	Barrel Piano
2567	Baryton Ensemble
2564	Bass (voice)
2465	Bass Accordion
2487	Bass Concertina
2486	Bass Crumhorn
2507	Bass Lute
2514	Bass Marimba
2535	Bass Racket
2555	Bass Tambura
2500	Basset Horn Ensemble
2501	Basset Horn Trio
2551	Basy
2566	Bayan
2483	Beat Box
2560	Beat Box (Vocal)
2515	Bembe
2502	Biniou
2520	Bo (Bell)
2521	Bo (Cymbals)
2522	Bo (Flute)
2490	Bodhr n
2511	Bolon
2476	Bombo (Frame Drum)
2474	Bombo (Mouth Bom)
2477	Boobams
2539	Border Pipes

2524	Bordonua
2532	Brass Bass
2534	Brass Ensemble
2470	Brass Quartet""
2530	Brass Quintet
2536	Broom
2498	Bull Fiddle
2512	Bullroarer
2627	C Melody Saxophone
2613	Caj n
2569	Caller
2570	Campana
2631	Cantor
2573	Castrato (voice)
3439	Cavaco
2590	Cello Ensemble
2584	Ceng Ceng
2605	Chamber Ensemble
2606	Chamber Orchestra
2579	Chamber Organ
2580	Chamber Pipes
2594	Changgo
2656	Chansonnier
2647	Chap Lek
2603	Chekere
2600	Cheng
2599	Chinese Drum
2629	Chinese Flute
2601	Chinese Harp
2602	Ching (Cymbals)
2664	Chitarrone
2671	Chiwata
2588	Choir Director
2626	Choirmaster
2598	Choral Conductor
2641	Chorus
2592	Cifteli
2610	Cimpoi

2630	Cinema Organ
2615	Clarinet (C)
2616	Clarinet (E Flat)
2660	Clarinet Ensemble
2620	Clarsach
2623	Clavier
2593	Clog Dancer
2654	Colascione
2636	Conductor (Instruments)
2642	Conductor (Strings)
2643	Conductor (Vocals)
2640	Congos
2595	Congregation
2576	Contrabass Flute
2571	Cor Anglais
2635	Cornett Ensemble
2586	Corno Da Caccia
2668	Curtal
2589	Cyla-Diare
2678	Daire
2715	Dan Nguyet
2714	Danburo
2726	Darabukka
2682	Daxaphone
2693	Def
2704	Di (Slit Drum)
2702	Di (Flute)
2695	Diaff
2731	Dilli Tuiduk
2703	Director (Musical)
2708	Djura
2683	Dobro-Bass
2719	Doira
2716	Doneli
2721	Donno
2725	Dotara
2696	Double Flute
2722	Doumbaki

2685	Doumbi
2727	Dril-Bu
2710	Droma
2711	Drum Major
2730	Drum Sergeant
2733	Duff
2689	Dulceola
2686	Dumbelek
2736	Dumbuks
2692	Dundun
2738	Duo
2740	Dvojnice
2742	Electric Accordion
2743	Electric Appalachian Dulcimer
2747	Electric Fiddle
2752	Electric Keyboard
2745	Electronic Cello
2761	Electronic Organ
2765	Electronic Percussion
2766	Electronic Piano
2775	Electronic Vibraphone
2778	Electronic Violin
2757	English Bagpipes
2758	English Concertina
2750	English Guitar
2787	Fairground Organ
2796	Falsetto (voice)
2786	FanfareTrumpet
2791	Flute Ensemble
2794	Flute Organ
2795	Flute Quintet
2802	Fotdella
2803	French Bagpipes
2788	Fretless Guitar
2810	Fyell
2813	Gajde
2814	Galo
2826	Gangsa

2835	Gankogui
2863	Ganza
2831	Gaohu
2818	Gbedu
2823	Genggong
2829	Ghara
2827	Ghatam
2828	Ghati
2832	Gimbri
2833	Gini
2825	Goge
2824	Goofus
2822	Gorodao
2841	Gourd Rattle
2842	Grantang
2843	Griot
2844	Grneta
2845	Group
2855	Gu
2820	Gua'chara
2856	Guayo
2857	Gubgubi
2858	Gudugudu
2846	Guitar Duo
2847	Guitar Ensemble
2851	Guitar Quartet
2854	Guitar Trio
2862	Guitarra
2849	Guitsteel
2859	Gung
2838	Gunje
2848	Guntang
2866	Hammer
2884	Harp Ensemble
2872	Harp Guitar
2886	Harpsipiano
2891	Haute-Contre (voice)
2865	Hawaiian Guitar

2881	Hoddu
2879	Horn Ensemble
2880	Horn Section
2883	Hosho
2870	Hudukka
2877	Humming
2873	Hunting Horn (Valved)
2895	Imitation Bass
2899	Impersonator
2897	Indian Harp
2896	Instrumental Ensemble
2915	Japanese Wooden Flute
2904	Jarana
2914	Jawan
2917	Jazz-Horn
2906	Jegogan
2907	Jejo
2908	Jejo Voatavo
2910	Joze
2911	Jublag
2909	Jumbush
2913	Jushichigen-Kin (Bass Koto)
2931	Kaba Gaida
2926	Kabosa
2954	Kaiamba Rambo
2943	Kamac
2942	Kamaica
2956	Karamouza
2953	Karigo
2922	Karna (Trumpet)
2960	Kartal
2924	Kayagum
2927	Kelenang
2940	Kelenang
2928	Kemence
2944	Kemene
2945	Kempul
2951	Kempur

2929	Kena
2948	Kenong
2963	Kenyir
2959	Ketuk
2933	Khaen
2937	Khulsan Khuur
2936	Khuur
2938	Kkwaengwari
2941	Klong
2939	Klong Khaek
2932	Komun'go
2962	Kong Wong Yai
2961	Korintsana
2958	Kortholt
2952	Kra
2955	Krar
2957	Kusle
2967	Lamba
2966	Laud
2969	Leader
2972	Lilting
2973	Limbe
2974	Lira Organizzatai
2980	Lirica
2978	Llaute
2970	Log Drum
2975	Lokanga Bara
2977	Lowland Pipes
2984	Lukeme
2971	Lute-Harpsichord
2988	Lyra
2990	Lysarden
2991	MC
3000	Maddalam
3007	Magruna
3015	Manjur
3029	Marovany
3031	Masenqo

2994	Mbira
3004	Mejoranera
3018	Mellophonium
3005	Melodeon
3006	Mey
3037	Mezzo-Contralto (voice)
3009	Midistick
3008	MilitaryBand
3030	Mirwas
3022	Mong
3016	Morin Khuur
3028	Morrisette
3021	Mouth Music
3025	Mrdanga
3035	Murali
2996	Murcang
3032	Muselar
3049	Nagasvaram
3040	Nakers
3042	Nao
3043	Naqqara
3058	Nattuva Talam
3045	Nay
3048	Ngoma
3047	Ngomi
3052	Nkoni
3056	Northumbrian Small Pipes
3046	Nose Flute
3063	Oboe Ensemble
3070	Okonkole
3073	Ondioline
3071	One-Man Band
3066	Orchestrator
3102	P'iri
3080	Pakhavaj
3087	Pandereta
3081	Pano
3088	Pardessus DeViole

3089	Percussion Ensemble
3110	Pi Nai
3098	Piano Duo
3091	Piano Ensemble
3092	Piano Quartet
3118	Piano Quintet
3093	Piano Sextet
3103	Piano Trio
3083	Piccolo Bass Guitar
3099	Piffaro
3082	Pipe And Tabor
3096	Pipe Band
3108	Pipe Major
3117	Pipe Sergeant
3101	Pipes
3111	Poetry Reader
3115	Polyphon
3104	Pujador
3106	Pulankulal
3129	Qanun
3133	Qasaba
3131	Qirba
3135	Quills
3130	Quintfagott
3137	Quinto
3132	Quinton
3168	RIQQ
3138	Rabab
3141	Rababa
3145	Racket
3139	Raconteur
3150	Rag Dung
3161	Ranat Ek
3164	Ranat Thum
3167	Rapper
3148	Reciter
3170	Reco-Reco
3144	Recorder Ensemble

3147	Recorder Quartet
3151	Reeds
3157	Regals
3165	Repicador
3166	Repique
3169	Requinto
3175	Reyong
3158	Rgya-Gling
3159	Rkang-Gling
3160	Rol-Mo
3149	Rondadores
3173	Ruann
3142	Rubboard
3174	RudraVina
3176	Sabaro
3187	Sackbut Ensemble
3177	Sahnai
3178	Sal
3222	Salterio
3454	Sampled Performer
3224	Sanfona
3225	Santur
3226	Sanxian
3272	Sanza
3180	Sao
3242	Saron
3243	Saroz
3182	Satara
3267	Saxophone Ensemble
3268	Saxophone Quartet
3269	Saxophone Trio
3185	Saz
3246	Scottish Small Pipes
3192	Scraper
3198	Sekere
3248	Setar
3186	Shinobue
3204	Shudraga

3212	Shuttle Pipes
3213	Sihu
3214	Sil-Snyan
3245	Sindhi Sarangi
3219	Slentem
3194	Sodinar
3218	Sopilka
3244	Soprano Sax (C)
3236	Sorna
3228	Souvliari
3249	Steel Band
3203	Steel Guitar
3250	Step Dancer
3202	String Ensemble
3256	String Quartet
3253	String Quintet
3258	String Sextet
3259	String Trio
3238	Surdu
3263	Surmandal
3223	Surnai (Kashmir)
3264	Svirala
3265	Swanee Whistle
3281	Tabal
3301	Taegum
3276	Tal
3317	Tam Tam
3313	Tama
3279	Tambur (Drum)
3318	Tambur (Gong)
3288	Tambur (Lute)
3330	Tambura (South East Europe)
3329	Tapan
3312	Tar (Flute)
3274	Tar (Frame Drum)
3337	Tar Shenai
3280	Tavil
3290	Tea Chest Bass

3298	Tefi
3326	Temple Block
3356	Tenor (voice)
3341	Tenor Sarrusophone
3342	Tenor Sordun
3448	Tepsija
3304	Theatre Organ
3307	Throat Singing
3308	Timbal
3323	Tiompan
3314	Tombak
3348	Tongtong
3287	Toumbas
3333	Treble (voice)
3299	Treble Flute
3338	Treble Recorder
3347	Treble Tambura
3305	Triple Harp
3283	Trombone Ensemble
3322	Trompeta
3331	Trompetica China
3294	Trumpet (Eflat)
3327	Trumpet Ensemble
3345	Tsugaru Samisen
3352	Tuba Ensemble
3311	Tulum
3353	Tumbadora
3359	Ud
3411	Unnamed Wind Instrument
3364	Untuned Percussion
3393	Variophon
3372	Vena
3367	Vibra-Slap
3397	VicitraVina
3381	Vina
3373	Viol Ensemble
3383	Viola Bastarda
3386	Violarina

3384	Violin Ensemble
3369	Violoncello Piccolo
3379	Vocal And Instrumental Ensemble
3391	Vocal Group
3394	Vocal Quartet
3395	Vocal Trio
3368	Vocoder
3398	Weisenborn
3402	Whistling
3405	Wind Band
3407	Wind Octet
3414	Wind Quartet
3408	Wind Quintet
3409	Wind Septet
3410	Wind Trio
3413	Worship Leader
3421	Yaktaro
3423	Yatga
3424	Yenjing
3425	Yodelling
3426	Yunluo
3435	Zampogna
3434	Zamr
3428	Zarb
3431	Zil
3432	Zirbaghalia
3437	Zumare

ANNEX II

248	ALB	Albania	N
157	DZA	Algeria	N
247	AND	Andorra	N
322	ARG	Argentina	N
291	ARM	Armenia	N
249	AUT	Austria	N
292	AZE	Azerbaijan	N
293	BHR	Bahrain	N
229	BRB	Barbados	N
253	BLR	Belarus	N
251	BEL	Belgium	N
149	BEN	Benin	N
323	BOL	Bolivia	N
250	BIH	Bosnia And Herzegovina	N
150	BWA	Botswana	N
324	BRA	Brazil	N
252	BGR	Bulgaria	N
147	BFA	Burkina Faso	N
306	CAN	Canada	N
155	CPV	Cape Verde	N
325	CHL	Chile	N
326	COL	Colombia	N
582	COG	Congo	N
241	CRI	Costa Rica	N
264	HRV	Croatia	N
255	CYP	Cyprus	N
256	CZE	Czech Republic	N
258	DNK	Denmark	N
232	DMA	Dominica	N
233	DOM	Dominican Republic	N
327	ECU	Ecuador	N
246	SLV	El Salvador	N
259	EST	Estonia	N
309	FJI	Fiji	N
261	FIN	Finland	N
262	FRA	France	N
587	FXX	France, Metropolitan	N
161	GAB	Gabon	N
204	GEO	Georgia	N
257	DEU	Germany	N
162	GHA	Ghana	N
263	GRC	Greece	N
242	GTM	Guatemala	N
164	GIN	Guinea	N
166	GNB	Guinea-Bissau	N
243	HND	Honduras	N

265	HUN	Hungary	N
267	ISL	Iceland	N
206	IDN	Indonesia	N
266	IRL	Ireland	N
629	IMN	Isle Of Man	N
294	ISR	Israel	N
268	ITA	Italy	N
236	JAM	Jamaica	N
208	JPN	Japan	N
630	JEY	Jersey	N
297	JOR	Jordan	N
213	KAZ	Kazakhstan	N
212	KOR	Korea, Republic Of	N
209	KGZ	Kyrgyzstan	N
272	LVA	Latvia	N
299	LBN	Lebanon	N
169	LSO	Lesotho	N
168	LBR	Liberia	N
269	LIE	Liechtenstein	N
270	LTU	Lithuania	N
271	LUX	Luxembourg	N
274	MKD	Macedonia, The Former Yugoslav Republic Of	N
219	MYS	Malaysia	N
174	MLI	Mali	N
276	MLT	Malta	N
307	MEX	Mexico	N
275	MDA	Moldova, Republic Of	N
273	MCO	Monaco	N
217	MNG	Mongolia	N
632	MNE	Montenegro	N
172	MAR	Morocco	N
277	NLD	Netherlands	N
244	NIC	Nicaragua	N
180	NER	Niger	N
181	NGA	Nigeria	N
335	NOR	Norway	N
300	OMN	Oman	N
245	PAN	Panama	N
331	PRY	Paraguay	N
329	PER	Peru	N
221	PHL	Philippines	N
278	POL	Poland	N
279	PRT	Portugal	N
301	QAT	Qatar	N
280	ROU	Romania	N
281	RUS	Russian Federation	N
609	LCA	Saint Lucia	N

239 VCT	Saint Vincent And The Grenadines	N
186 SEN	Senegal	N
631 SRB	Serbia	N
283 SCG	Serbia and Montenegro	N
285 SVK	Slovakia (Slovak Republic)	N
284 SVN	Slovenia	N
260 ESP	Spain	N
282 SWE	Sweden	N
254 CHE	Switzerland	N
303 SYR	Syrian Arab Republic	N
614 TJK	Tajikistan	N
191 TGO	Togo	N
238 TTO	Trinidad And Tobago	N
287 TUR	Turkey	N
288 UKR	Ukraine	N
290 ARE	United Arab Emirates	N
289 GBR	United Kingdom	N
333 URY	Uruguay	N
334 VEN	Venezuela	N
227 VNM	Viet Nam	N

ANNEX III

Genre Code	Genre	Default No. of FPs	Default No. of NFPs
BLU	Blues	1	4
CLA	Classical	2	60
CMB	Chamber Music	2	10
COU	Country	2	6
DAN	Dance	2	5
FLK	Folk	3	3
JAZ	Jazz	4	9
MOR	Middle of the Road	1	20
NAM	New Age Music	1	3
OPE	Opera	8	80
POP	Pop	3	6
RAR	Rock 'n' Roll	4	3
RCK	Rock	4	4
REG	Reggae	6	3
REL	Religious	2	30
RNB	R'n'B	2	6
SHW	Show	4	60
SOU	Soul	5	10
UNC	Unclassified	1	6
UNK	Unknown	1	6

SCHEDULE 2

R.A.A.P SCHEDULE 1

DISTRIBUTION SCHEME

1. Calculation of Performers' Equitable Remuneration

- 1.1 Each performer on a Track shall be treated as making one contribution only per Track and shall be categorised as either a Featured Performer or a Non-Featured Performer.
- 1.2 Notwithstanding the definition of Non Featured and Featured Performers, Performers who make a claim to amend or add to data held on a Track will be categorised according to the evidence provided in accordance with the claims process set out in Schedule II hereto, or as may be varied from time to time. Those providing evidence that they contributed to a Track will be treated as Non-Featured Performers. The claims process shall be published and made available to Performers in a manner to be agreed from time to time. For the avoidance of doubt the provisions of this Clause shall not prevent the application of agreements referred to in Clauses 2.1, 3.4 and 3.5 below.

2. All Performers

- 2.1 Equitable Remuneration shall be allocated in such proportions as all the Performers agree in writing in the Format Supplied provided they are able to certify they were the total number of Performers on a Track. Reasonable efforts will be undertaken to inform Performers' whether by means of the Format Supplied or as otherwise agreed, of the proportions of Performers' Equitable Remuneration that would apply pursuant to Clauses 3 or 4 below in default of any such agreement as referred to in the Clause.
- 2.2 In the event that Clause 2.1 above applies, allocations shall be made as agreed only if the agreement in the appropriate format is received before the deadlines which shall be published in advance.
- 2.3 In the absence of any agreement as provided for in Clause 2.1 above, the allocations shall be made as set out in Clauses 3, 4 and 7, or as may subsequently be agreed pursuant to Clauses 5 or 6 below.

3. Featured Performers

- 3.1 Seventy (70) per cent of the Performers' Allocation shall be allocated to

Featured Performers on a per capita basis, subject to Clauses 3.2 and 3.3 below.

- 3.2 Where all Performers on a Track certify in the Format Supplied that they are the only contributing Performers and all such Performers are Featured Performers (including any Performers to be treated as a Featured Performer pursuant to Clause 3.3) one hundred (100) per cent of the Performers' Allocation shall be allocated to those Performers on a per capita basis.
- 3.3 Where all Featured Performers on a played Track agree in writing in the Format Supplied, a Non-Featured Performer shall be treated for the purposes of this Agreement as a Featured Performer and shall received a share of Performers' Equitable Remuneration pursuant to Clause 3 and not Clause 4 of this Schedule.
- 3.4 Performers' Equitable Remuneration shall be allocated in accordance with the provisions of Clause 3.1 and 4.3 except when all the Featured Performers on a Track unanimously agree in writing in the Format Supplied to vary as between them the proportions of the Performers' Equitable Remuneration payable to them.
- 3.5 In the event that Clause 3.4 above applies, allocations shall be made as agreed only in the appropriate completed declaration form is received before the deadlines which shall be published in advance.
- 3.6 In the event a declaration form or any written agreement referred to in Clauses 2.1, 3.3 or 3.4 above, is received after the deadlines referred to in Clause 2.2 or 3.5 above, the proportions of Performers' Equitable Remuneration stipulated on the relevant declaration form or agreement (as the case may be) will be used to recalculate shares for all subsequent distributions and, if requested by the relevant Performers in the Format Supplied, all previous distributions of Performers' Equitable Remuneration in respect of any Period of the last three (3) preceding Periods.
- 3.7 There shall be full Track level accounting of the amount allocated to each Featured Performer. Any new relevant information received in connection with performances on Tracks may lead to a recalculation of the amount of Performers' Equitable Remuneration allocated to individual Featured Performers in respect of any previous distributions of Performers' Equitable Remuneration made in respect of any Period of the last preceding three (3) Periods and all subsequent distributions.
- 3.8 Performers' Equitable Remuneration shall be distributed to qualifying Featured Performers who have registered and who have made valid claims against Tracks or whose contribution have otherwise been proved.
- 3.9 Performers' Equitable Remuneration which remains undistributed despite reasonable endeavours to pay Featured Performers who are eligible shall be held on account for the Retention Period to pay late claimants.

- 3.10 At the end of the Retention Period any unpaid Equitable Remuneration set aside to Featured Performers shall be transferred into the Undistributed Performers Fund.

4. Non-Featured Performers

- 4.1 Thirty (30) per cent of the Performers' Allocation shall be allocated to Non-Featured Performers,
- 4.2 Each identified Non-Featured Performer shall be allocated a fixed percentage of the Non-Featured Performers' Allocation for each Track on which they have performed. This will be calculated by reference to the number of Non-Featured Performers treated as having performed on the Track. By way of example only: if ten (10) Non-Featured Performers are treated as having performed on a Track then the fixed percentage shall be three (3) per cent i.e.: the standard thirty (30) per cent available to Non-Featured Performers divided by the top of the range. The maximum allocation to a single Non-Featured Performer is seven point 5 per cent (7.5).
- 4.3 Following the above allocations Performers' Equitable Remuneration shall be distributed to identified qualifying Non-Featured Performers who have registered and who have made valid claims against Tracks or whose contributions has otherwise been proved.
- 4.4 After distribution referred to in Clause 4.3 above and subject to Clause 4.5 below, the Non-Featured Performers' Allocation will be held for the Retention Period to pay qualifying Non-Featured Performers who have delayed in making a claim.
- 4.5 It is accepted that on older repertoire which, by way of example only, shall be considered as being Tracks recorded prior to 1980, this shall provide the primary means of distribution to Non-Featured Performers. With respect to more recent repertoire where more information is available on contributions to a Track, it is accepted that the track based distribution system referred to in Clause 4.3 above shall operate as the primary means of paying Non-Featured Performers.
- 4.6 The claims process required in relation to Clause 4.5 above requires the certification in the Format Supplied of participation in sessions year by year or by reference to main artist.
- 4.7 Payment as against claims set out in Clause 4.6 above shall be divided among all qualifying Non-Featured Performers who have fulfilled the requirements set out in Clause 4.6 above.
- 4.8 There shall be no retrospective Track level re-allocation for Non-Featured Performers provided that, for the avoidance of doubt, where there is an

agreement notified under Clauses 2.1 or 3.3 above nothing in this Clause shall prevent a recalculation of shares as between the Featured Performers (including any Non-Featured Performer who is by virtue of such declaration or agreement to be treated as a Featured Performer) and provided further that this Clause shall not affect any allocations made pursuant to Clauses 4.5, 4.6 and 4.7 above.

- 4.9 Notwithstanding anything to the contrary in the Schedule, where any Non-Featured Performers on a recording are all members of an ensemble:

and the ensemble has (or the performers comprising the ensemble have) an amateur or volunteer status, or where, in good faith, it is anticipated that the amounts of Performers' Equitable Remuneration payable over an aggregate of 3 Periods shall not exceed the minimum payment threshold referred to in Clause 7.1 below, then unless the ensemble (or the administrator(s) thereof) object, the aggregate of Performers' Equitable Remuneration due to the Non-Featured Performers comprising that ensemble shall be distributed to the person or entity responsible for the administration of the ensemble as a single point of payment;

In the event that a single point payment is made or arranged with any ensemble pursuant to this Clause, by any individual Performer(s) requires individual payment, such request will be acceded to (subject to the minimum payment threshold referred to in Clause 7.1 below) but this shall not automatically suspend the arrangements for single point payment for the other Performers, but each case shall be considered individually (if necessary by the Mediation Committee) to assess the economic and administrative consequences thereof.

5. Line-Up Complete

The parties hereby confirm that they will enter into good faith discussions to resolve as soon as possible the feasibility of the whole of the Performers' Allocation to be allocated in the case of Tracks which are "line-up complete" where the contributing Performers on such Tracks comprise both Featured Performers and Non-Featured Performers and where Clauses 3.3 and 4.2 do not apply. Those discussions shall also consider the procedures and evidence by which such Tracks may be considered "line-up complete" (i.e. that all contributing Performers are identified by name only or have registered) and the extent to which the provisions of Clause 7 below relating to the distribution of the Undistributed Performers Fund shall apply.

6. Minimum Payment Level / Track Exchange

- 6.1 An individual qualifying Performer or persons or entities, referred to in Clause 4.11 above, will not be entitled to receive a distribution where the minimum payment falls below the sum of €20 . If the amount of monies due

to an individual Performer or such persons or entities referred to in Clause 4.11 above (and for the avoidance of doubt such monies shall in these circumstances include Interest due to be credited to the relevant Performer or Performers if distribution is to be made to a single person or entity under Clause 4.11 above) pursuant to this Scheme falls below this figure, the money will be held on account for the Performer or such persons or entities, referred to in Clause 4.11 above, until it reaches the relevant payment level.

- 6.2 Notwithstanding the allocations set out in Clauses 3.4 (and any other provisions as may be agreed pursuant to Clause 5) herein, where a reciprocal agreement is in force between RAAP and an overseas collecting society which requires RAAP to pay that society where all Performers on a Track are nationals or residents of the Country in question, irrespective of whether they are members of that society, then RAAP shall make a lump sum payment to that other society of Performers' Equitable Remuneration due to such Performers for the relevant Period and that society shall distribute it by agreement with RAAP either in accordance with its own distribution scheme or with the distribution scheme described herein.

7. Undistributed Performers Fund

Monies held in the Undistributed Performers Fund at the end of the Retention Period shall be paid to all Full Members on Qualifying Tracks pro-rata to the total payment of Performers' Equitable Remuneration.

8. Retention Period

The Retention Period to be set at Three Years.

9. Unidentifiable Data

Where it arises that monies cannot for whatever reason be assigned to Performers, it will be assigned to the Undistributed Performers Fund.

Interest on Deposit

10. All interest earned on deposit less D.I.R.T. (Deposit Interest Retention Tax) will be allocated to all Full members on the basis of their pro-rata earnings for that period.

11. Fees

The fee is calculated on the cost recovery principle and is deducted from the domestic earnings details of actual costs are displayed on statements issued directly to all Full Members.

SCHEDULE II

Heading on claim forms to be changed to ‘_Claimed Contributions’.

Performers Share Agreements (PSA):

Forms are available from RAAP for either all Performers or all the Featured Performers on a track to agree how they wish to share the money. Otherwise, the following standard rules will apply.

Definitions of Contributions:

The definitions of F and N remain unchanged but the claims procedure is clarified.

Treatment Rules:

Performers who make a claim will be categorised according to the evidence provided.

Those providing evidence that they contributed to a track will be treated as ‘N’ unless they are able to prove an ‘F’ contribution as set out below.

Non-Featured Performers: (commonly known as session musician or singer)

N A Non-Featured Performer means a performer who has been engaged for one or a number of fixed periods of time, customarily known in the industry as ‘sessions’, specifically to make one or more recorded backing performances which subsequently are included in the sound recording.

Featured Performers:

F The Featured Performer means members of the band/ensemble.

Inaccurate Line-ups:

If a performer believes that the line-up on recording is wrong, the performer should write RAAP and attach the relevant evidence. This will then be reviewed. Adjustments will be made if the claim is proven and not disputed or it will be referred to the disputes procedure.

Supporting Evidence	Suitable for 'N' Claims	Suitable for 'F' Claims
Payslips/Invoices	Yes	Yes
Letter from Record Company confirming contribution category	Yes	Yes
Letter from a Contracted Artist or their Management confirming contribution category	Yes	Yes
Letter from Producer confirming contribution category	Yes	No
Record/Tape/CD Sleeve inlay naming the performer in the main artist section or as a member of the band (which is not a Non-Featured Ensemble)	Yes	Yes
Record/Tape/CD Sleeve inlay naming the Performer as a contributor	Yes	Yes
Published discography/Internet discography	Yes	Yes
Reference Books/Trade Press	Yes	Yes
Royalty Share Agreement	Yes	Yes
Awards	Yes	Yes

Please note:

Where it is indicated that the supporting evidence specified above may provide proof for more than one category of performer claims, this does not mean or imply that such evidence will automatically provide proof of the category claimed. Any evidence submitted will be assessed as to what, if any, proof it provides of performance and the category of contribution in accordance with the definitions more particularly detailed above.

SCHEDULE 3

List of Reciprocal Agreements

1. Sound Exchange (US)
2. Re-Sound (Canada)
3. PPL (UK)
4. SENA (Netherlands)
5. Ifpi Sweden
6. SCF (Italy)
7. EFU (Estonia)

SCHEDULE 4

MEDIATION / ARBITRATION

If parties are unhappy with the result of a decision resulting from PPI's informal dispute resolution process they may submit the matter to mediation or arbitration. Both mediation or arbitration are voluntary, all parties retain the right to have recourse to the Courts should they chose to exercise it.

MEDIATION

Mediation is a voluntary process, led by a mediator. The mediator does not make decision, he/she assists the parties in achieving a settlement by agreement.

A mediator may be chosen by agreement between the parties and in default of agreement by the President for the time being of the Law Society of Ireland.

The Head of Legal Affairs of PPI will manage the process but will not participate in it.

The terms upon which the mediation will be conducted will be a matter for the mediator however all communications with the mediator will remain confidential and the mediator will not be available to give evidence or produce any records or documentation in the event that the matter is not settled.

The costs of the mediation, including the cost of any venue for the mediation and the fees and reasonable expenses of the mediator, will in the absence of contrary agreement between the parties and the mediator be borne equally by each of the parties to the mediation. Each party to the mediation shall bear its own costs whether of representation, attendance or otherwise at the mediation.

ARBITRATION

Arbitration is a voluntary procedure whereby an arbitrator appointed in accordance with these rules makes a decision (an Award) which is binding on the parties.

If the parties and PPI (if the dispute involves PPI) wish to submit a dispute to arbitration the applicant must submit a short statement to the Head of Legal Affairs of PPI giving details of the dispute and the reasons he/she wishes to submit the dispute to arbitration. The Head of Legal Affairs will then communicate with the other party(s) to the dispute and inquire as to whether they also wish the matter to be dealt with by arbitration and if so will request a short statement from them. In the event that the other party, or any one of the other parties does not wish to have the dispute resolved by arbitration then the Head of Legal Affairs will refuse the request for arbitration and inform the parties.

In the event that all parties wish to have the dispute resolved by arbitration they will be asked to agree between themselves upon the identity of an arbitrator and in default of agreement by the President for the time being of the Law Society of Ireland.

The Head of Legal Affairs will manage the process and will document it.

The arbitrator will decide all procedural and evidentiary issues including the submission of written statements of case and the process for producing and inspecting documents. The arbitrator shall also decide whether it is appropriate that the matter be dealt with by written evidence or whether oral testimony is necessary. The arbitrator will have the right to seek from PPI, if it is not a party to the dispute, any relevant documentation in its actual possession.

As soon as practicable after his/her appointment the arbitrator shall arrange a meeting with the parties to determine the procedure to be followed. The arbitrator may set time limits for the various procedural steps. If any party fails to comply with the procedural steps set down by the arbitrator, the arbitrator shall have the power to debar that party from further participation and to proceed with the arbitration and deliver the Award. The parties may be represented by a legal adviser or other individual of their choice. The arbitrator shall decide the matter on the balance of probability.

The Award shall be in writing and shall state the reasons for the decision. The Award shall be dated and signed by the arbitrator. The Award shall be final and binding on the parties as and from the date it is made.

All aspects of the arbitration shall be confidential between the parties and PPI save as required by law or to enforce the Award or if the parties agree otherwise in writing. PPI's Head of Legal Affairs will preserve the files and documentation in confidence for a period of three years after the date of the Award.

The costs of the arbitration, including the cost of any venue for the arbitration and the fees and reasonable expenses of the arbitrator, will in the absence of contrary agreement between the parties be borne equally by each of the parties to the arbitration. Each party to the arbitration shall bear its own costs whether of representation, attendance or otherwise at the arbitration.

Following upon an Award being made the parties shall only have recourse to Court in so far as this is permitted by the Arbitration Act 2010.

These rules and any arbitration held under the rules shall be governed by Irish Law and the seat of the arbitration shall be the Republic of Ireland.