

CONTRACTS

ASSOCIATION OF COMPOSERS – MUSIC AUTHORS

AMUS

In accordance with Article 23 Paragraph (2) and Article 25 Paragraph (2) of the Law on Collective Management of Copyright and Related Rights, the Association of Composers – Music Authors hereby publishes

AGREEMENT

ON THE USE OF PROTECTED REPERTOIRE THROUGH PUBLIC PERFORMANCE OF COPYRIGHTED MUSICAL COMPOSITIONS IN DM DROGERIE MARKT LTD.

Concluded in Sarajevo, on 1/4/2014 between:

- I. **Association of Composers – Music Authors of Bosnia and Herzegovina – AMUS**, located in Sarajevo, Obala Kulina Bana 22/II, entered into the Register of Associations kept by the Ministry of Justice of Bosnia and Herzegovina, under the registration number **RU-28/02, Register Book I, represented by Hajrić Mirza, the Managing Director of the Administrative and Professional Service** (hereinafter: “**Collective organisation**”) and
- II. “**dm drogerie markt**” Ltd. Sarajevo, located in Lužansko polje 40b, Ilidža, with ID number: 4201125900003, VAT number: 201125900003, represented by Director Damir Šlošel and Authorized Officer Kristina Ćosić (hereinafter: “**User**”) *Hereinafter “**Contracting parties**” where applicable;*

HAVING IN MIND THAT:

1. The Collective organisation is the holder of the **Permit to conduct activities related to the collective management of copyright for musical compositions** and that the said Permit was issued by the Institute for Intellectual Property of Bosnia and Herzegovina based on **Decision no. IP-03-47-5-12-06059/12 VT adopted on 21/6/2012;**
2. the User “**dm drogerie markt**” Ltd. Sarajevo, has expressed interest in regulating with the Collective organisation matters relating to public reproduction of musical compositions;

The Contracting parties hereby regulate their mutual relations as follows:

Article 1

Based on this Agreement, the Collective organisation shall issue a PERMIT to the User for use of musical compositions by domestic and foreign authors which are part of the protected repertoire on the territory of Bosnia and Herzegovina.

The PERMIT relates to public reproduction of musical compositions in “dm drogerie markt” Ltd. Sarajevo as follows:

Branch Office Number	Size	Branch Office Address
001	267.30	Dobrinjske bolnice 12
Sa-Dobrinja		
003	276.00	Kneza Branimira 2
Mo-Rondo		
005	263.00	Alije Izetbegovića 65
Ze-Centar		
006	340.20	Bosanska 72
Travnik		
007	311.00	Trg solidarnosti 2
Sa-Grawe		
009	290.00	Braće Fejića bb
Mo-Zvijezda		
010	330.00	Aleja Šehida bb
Ze-PSC		
011	263.00	Kralja Tvrtka 42
N.Travnik		
012	312.00	Bosanska 6
Bugojno		
013	132.77	Josipa bana Jelačića 60
Kiseljak		
014	273.90	Grbavička 40
Sa-Grbavica		
015	288.00	Maršala Tita bb
Konjic		
016	310.62	Trg srpskih boraca bb
Prnjavor		
017	249.00	Kralja Petra I 11
Derventa		
018	282.00	GMS Business Center 96
Vitez		
019	279.58	15. maja bb
Tu-B.Malta		
021	300.00	Donje Rosulje 65
Visoko		
022	244.00	Vojvode Radomira Putnika bb
Sa-TUŠ		
023	317.00	Put života 12
Sa-Koreja		
024	226.07	Hrvoja Vukčića Hrvatinića bb
Jajce		
026	327.30	Trg dr. Ante Starčevića 4

Široki Brijeg		
027	307.00	Gabrijela Jurkića bb
Livno		
028	307.81	Svetosavska bb
K-Dubica		
029	306.81	Pijeskovi bb
Do-Tuš		
030	313.00	Kralja Petra I Karađorđevića 81
B.Luka		
031	345.07	Dragoje Lukića 1
Gradiška		
032	279.91	Kralja Petra I Oslobodioca bb
Prijedor		
033	333.56	Alije Izetbegovića bb
Gračanica		
034	294.08	Džemala Bijedića 39
Sa-Č.Vila		
035	401.04	Bulevar Franca Lehara 2
Sa-Alta		
036	278.23	Bihaćkih branilaca bb
Bihać		
037	260.00	Trg mladih 4
Brčko		
039	345.90	Hrvatske mladeži 4
Mostar		
041	304.70	Sivrića bb
Međugorje		
042	303.16	Trg Zlatnih Ljiljana bb
Cazin		
043	315.40	Ulica XIV 97
Orašje		
044	324.82	Trg Kralja Petra I Karađorđevića 1
Bijeljina		
045	335.66	Mepas Shopping Mall
Mostar		
046	254.00	Vuka Karadžića bb
Pale		
047	320.55	Dubrovački put 1
Trebinje		
048	272.43	119. muslimanske brdske brigade 19
Banovići		
049	282.35	Žrtava srebreničkog genocida bb
Bihać		
050	395.50	Jovana Dučića 25

Banja Luka		
051	463.35	Rustem-pašina 9
Sarajevo		
052	372.53	Metkovačka bb
Čapljina		
053	390.00	Stupska bb
Sa-Stup		
054	408.00	Koševo 8
Sa-Koševo		
055	302.45	Vrbanja 1
Sa-SCC		

Manner of public reproduction: all forms of regular or occasional use of musical compositions via mechanical reproduction.

The PERMIT applies only to the reproduction of musical compositions on the abovementioned area of branch establishments.

Article 2

The Fee for public reproduction of musical compositions shall be established according to the Tariff of the Collective organisation in the following manner:

Size of space (m ²)	Number of points:
up to 50 m ²	50
between 51 and 100 m ²	75
between 101 and 200 m ²	100
between 201 and 300 m ²	150
between 301 and 400 m ²	200
between 401 and 800 m ²	300
between 801 and 1,500 m ²	500
for every additional 400 m ²	100 each
Value of a point: 0.22, VAT not included	

Article 3

In accordance with the Tariff referred to in Article 2 of the Agreement, the Fee from this Agreement shall be established on an **annual basis in the following manner:**

TOTAL MONTHLY FEE:

8,800 points x 0.22 BAM=1,936.00 BAM + 329.12 BAM (VAT) = 2,265.12 BAM

(in writing: two thousand two hundred and sixty-five point 12/100 convertible marks).

TOTAL ANNUAL FEE:

2,265.12 BAM x 12 = 27,181.44 BAM (VAT included)

(in writing: twenty-seven thousand one hundred and eighty-one point 44/100 convertible marks).

AMUS is registered as payer of VAT, in accordance with the Certificate issued by the Taxation Authority of FBiH – Taxation Office of the Canton of Sarajevo on 27/6/2012 as well as the Certificate issued by the Indirect Taxation Authority of BiH no. 04/1-17-1-UPJR/1-4845-2/12 on 28/9/2012 and therefore owns the following identification numbers:

ID number: 4200960120004 and

VAT number: 200960120004

Article 4

The Contracting parties agree that if the total annual Fee referred to in the previous Article of the Agreement is paid in a single payment after an invoice issued by the Collective organisation, within 7 days from the day of signing the Agreement, the Collective organisation shall grant the User a discount of ten percent (10%) to the total annual Fee referred to in Article 3, so that the total Fee to be invoiced by the Collective organisation shall amount to: 24,463.29 BAM (in writing: twenty-four thousand four hundred and sixty-three point 29/100 convertible marks).

Article 5

The User is obligated to pay the Fee set in Article 3 and Article 4 to the transaction account of the Collective organisation in the following manner:

UniCredit Bank Plc. Account number:

338-690-226-589-140-3.

When making the payment, the User is obligated to state the number of the Agreement and the period for which the payment is being made, i.e. the period from 1/4/2014 to 1/4/2015.

Article 6

The Contracting parties agree that the Agreement does not cover musical, entertainment or any other events (performing musical compositions at parties, celebrations, banquets, celebrations of the New Year, Women's Day, carnivals, Valentine's Day, special occasions, concerts, weddings etc.), for which a separate agreement needs to be concluded with the Collective organisation, if the User is the organiser of such events.

The User is obligated to report to the Collective organisation all musical, entertainment or other events, including concerts, held during the duration of this Agreement (live performances) which are not included in the Agreement, if the User is the organiser.

Article 7

The Agreement is concluded for a one-year (1) period, i.e. starting from 1/4/2014 and terminating on 1/4/2015. This is also the period for which the Collective organisation issues the Permit to the User.

Article 8

In case the User fails to pay the Fee established by this Agreement, the Collective organisation is entitled to seek redress before the competent Court.

Article 9

The User is obligated to inform the Collective organisation in a timely manner of changes in circumstances affecting the set amount of the Fee referred to in this Agreement.

The Collective organisation is obligated to notify the User in a timely manner if its Permit to conduct collective management of copyright is revoked.

Article 10

All matters not regulated by this Agreement shall be directly regulated by provisions of the Law on Copyright and Related Rights as well as the Rulebook on fees for public performance and reproduction of musical compositions, as well as fees for using sheet music.

Article 11

All disputes arising from the Agreement shall be settled before the Municipal Court of Sarajevo.

Article 12

The Agreement is executed in four identical copies, with two signed copies for each of the Contracting parties.

The legal obligation of introducing a Tariff for the use of copyrighted musical compositions in the category of "RETAIL CHAINS" is hereby fulfilled.

COLLECTIVE ORGANISATION

Managing Director

of the Administrative and Professional Service

Mirza Hajrić, sgd.

User

Represented by

Director

Damir Šlosel

Authorised Officer

Kristina Ćosić

(OG-418/14-G)