

The following

## **COOPERATION AGREEMENT RELATING TO PRIVATE COPYING LEVIES**

is hereby concluded between on the one part ElektronikBranschen in Sweden ('ElektronikBranschen'), org. ID no. 802421-4184, and on the other part Copyswede Ekonomisk Förening, org. ID no. 769602-0036 ('Copyswede').

### **1. BACKGROUND**

- 1.1. The Parties are concluding this agreement, including its appendices, ('the Agreement') for the purpose of producing practical rules concerning the reporting and payment of private copying levies.
- 1.2. Copyswede represents a substantial number of rightholders entitled to compensation in the manner provided by Section 26 m of the Copyright Act and is a collecting and administering organisation for private copying levies in Sweden (list of members, **Appendix 1**).
- 1.3. ElektronikBranschen is an industry organisation for suppliers and resellers of consumer electronics (list of members, **Appendix 2**). During the course of these negotiations, ElektronikBranschen has also continually consulted members of the Swedish IT & Telecom Industries and the Swedish Games Industry.
- 1.4. ElektronikBranschen and Copyswede are also referred to in the Agreement jointly as 'the Parties' and individually as 'a Party'.

### **2. SCOPE OF THE AGREEMENT, ETC.**

- 2.1 The purpose of the regulations contained in Sections 2.2 to 2.5 below is to ensure market stability and avoid disputes during the period that this Agreement is in force.
- 2.2 The Agreement encompasses regulations relating to private copying levies for those product categories/devices specified in more detail in **Appendix 3** ('the Products/Products').
- 2.3 Copyswede undertakes, for the reasons stated in Section 2.1, to contact ElektronikBranschen during the term of the Agreement and notify its intention in writing at least five (5) months before demands for private copying levies are made for devices other than the Products. Copyswede shall in the case of such notification present written supporting information concerning why the device is encompassed by the right to private copying levies. The Parties shall subsequently initiate contact as soon as possible to, in good faith, first establish whether the Parties agree that the device should be encompassed by the obligation to pay private copying levies, and second, in the event that such an agreement can be reached, subsequently determine the level at which private copying levies should apply. If the Parties reach agreement during the negotiations, the new demands start to apply at the earliest three (3) months later or at the point in time agreed by the Parties. If Copyswede chooses to pursue the demands notified despite not being able to reach an agreement with ElektronikBranschen, such demands shall apply no earlier than five (5) months from

when the intention to present such demand was first notified and no earlier than three (3) months from when Copyswede presented such a demand to the market.

- 2.4 Copyswede's undertaking according to 2.3 does not apply in the event that Copyswede reaches an agreement with another industry representative stakeholder relating to devices other than the Products.
- 2.5 The application of this Agreement, and contracts concluded with reference to the terms and conditions herein, shall not be affected by any court rulings relating to a time period encompassed by this Agreement and that address the issue of whether certain Products fall within or outside the scope of the Swedish Copyright Act, or that specify, for example, how compensation for Products is to be determined, how reporting is to be provided or how exemptions from the right to compensation are to be applied. However, a Party is entitled to give notice terminating this Agreement in accordance with the provisions of Section 10.3 below to the extent that a binding judgment by the court directs an arrangement that deviates from what the Parties have agreed on in this Agreement.

### **3. COMPENSATION AND EXEMPTIONS**

- 3.1 The statutory basis according to the Swedish Copyright Act, Article 26 k, is that Copyswede's claim for private copying levies arises at the time when the Products enter Sweden or, as regards Products manufactured in Sweden, upon manufacture. However, the Parties agree that a contract concluded on the basis of this Agreement shall mean that the obligation to pay compensation for the Products arises at the time of resale. On the terms and conditions and also subject to the restrictions and exemptions specified in more detail in this Agreement, private copying levies shall be paid for all Products manufactured in/imported into Sweden and then resold in Sweden during the time periods and at the compensation levels specified in more detail in **Appendix 4**.
- 3.2 Compensation under Section 3.1 shall not be paid for Products sold to a purchaser at the final level of the sales flow comprising one of the following categories: (i) a legal person registered with a public authority, such as the Swedish Companies Registration Office; (ii) government and municipal/regional organisations and operations; (iii) registered religious communities, non-profit associations, foundations, foreign operations; or (iv) other operations registered with the Swedish Tax Agency for value-added tax ('the Professional User Exemption'). The Parties agree that sales to the above categories of stakeholders (listed in (i) to (iv)), that are not distributors or resellers, are covered by the Professional User Exemption, subject to the precondition that the Products are not to be resold. There is an assumption in these cases that the device is used in the purchaser's own professional operation. The possibility of exempting Products from the obligation to pay compensation according the Professional User Exemption also applies to Registered Resellers, according to the definition contained in Section 2 of Appendix 5, at one or more trade levels and/or in a situation where the circumstances according to this Section 3.2 were not known at the time of manufacture/import but only thereafter. However, the provisions of Section 11 of **Appendix 6** apply for resales up to 1 November 2020 of

computers and tablets that are subject to rights to compensation. The provisions of Sections 4.1 to 4.2 apply to Mobile Phones instead of the provisions of this Section 3.2.

- 3.3 Compensation according to Section 3.1 shall not be paid for: i) Products taken out of Sweden (exported), regardless of trade level; or ii) Products used to produce copies of works for persons with disabilities. The possibility of, pursuant to this Section 3.3, exempting Products from the obligation to pay compensation also applies in a situation where the circumstances mentioned in i) to ii) of this Section 3.3 were not known at the time of manufacture/import but only thereafter.
- 3.4 Compensation for resale according to this Agreement shall be reported, and fall due for payment, in accordance with the detailed provisions of **Appendix 5**. However, the provisions of Section 5 apply as regards the obligation to pay compensation for Mobile Phones, computers, tablets, game consoles and separately sold internal HDDs for the period up until 1 November 2020 that were previously not reported and paid for.

#### **4. THE PROFESSIONAL USER EXEMPTION FOR MOBILE PHONES**

- 4.1 A party obliged to pay compensation that has concluded a contract with Copyswede with reference to this Agreement, is entitled, in respect of Mobile Phones manufactured in/imported into Sweden and then resold in Sweden during the period up until 1 November 2020, to a standardised deduction by reducing the total amount that otherwise would have been payable for the period by five (5) per cent. If a higher deduction is requested, it is up to the party obliged to pay compensation to demonstrate if and, in that case to what extent, the Mobile Phones sold in the Swedish Market have come to be used for copying only in professional contexts. A standard deduction according to this Section shall be regarded as a final settlement of the right of the party obliged to pay compensation for the period in question to apply exemptions on the basis of the Professional User Exemption.
- 4.2 No such standard deduction applies for Mobile Phones specified in Section 4.1 for the period from 1 November 2020 onwards. A party obliged to pay compensation that wishes to refer to the Professional User Exemption for Mobile Phones must from this point in time be able to present certificates, written policies, HR handbooks, instructions or the like from individual customers at the final level of the sales flow, documenting that private copying will not be permitted using the device in question. Copyswede shall provide administrative routines that facilitate the effective administration of this procedure.

#### **5. REPORTING AND PAYMENT DEADLINES FOR PREVIOUS MANUFACTURE AND IMPORT OF MOBILE PHONES, COMPUTERS, TABLETS, GAME CONSOLES AND SEPARATELY SOLD INTERNAL HDDs**

- 5.1 The following applies to the manufacture, import or resale of Mobile Phones, computers, tablets, game consoles or separately sold internal HDDs that took place in the period prior to 1 November 2020: As regards the obligation to pay compensation

for Mobile Phones, computers, tablets, game consoles and separately sold internal HDDs manufactured in/imported into Sweden and then resold in Sweden during the period prior to 1 November 2020, the Parties have agreed that such historical obligation to pay shall be settled by no later than 31 March 2021. In a case where a designated Registered Reseller according to Section 5 of Appendix 6 does not perform its commitments according to Section 6 of Appendix 6, the reporting and payment deadlines for the trade level above for those Products affected by the undertaking made by the Registered Reseller will thus be extended by three (3) months from the date on which Copyswede notified the level above in writing that the designated Registered Reseller had not performed its commitments.

- 5.2 Provided that the party obliged to pay compensation has concluded a contract with Copyswede with reference to this Agreement and also by no later than 31 March 2021 (or the later date that ensues from the final part of Section 5.1) has first, submitted complete and correct reporting to Copyswede and, second, made full payment in accordance therewith (subject to the margin of error referred to in Section 6.2 below), Copyswede undertakes not to request interest on arrears for claims existing against the party obliged to pay compensation referable to those dates when the payment obligation originally arose for relevant devices manufactured in/imported into Sweden and then resold in Sweden prior to 1 November 2020. How sales that are subject to rights to compensation according to 5.1 prior to 1 November 2020 are to be reported and paid for, is regulated in more detail in **Appendix 6**.

## **6. CONTROLS**

- 6.1 Copyswede is entitled at its own expense to conduct an audit of the business operator obliged to pay compensation of those parts of the accounts and other documents necessary to verify the calculation of private copying levies to be reported under this Agreement. Business operators are entitled to stipulate, as a condition for such an audit, that Copyswede and the person(s) conducting the audit respectively must sign a conventional confidentiality undertaking, and to reject an individual as auditor if there are objective reasons for doing so. The results of the audit, including sales information and the like that may constitute inside information, are subject to strict confidentiality and Copyswede undertakes to assume responsibility for those persons who have access to the information not disclosing information about the business operator's activities to outsiders beyond what is strictly necessary for the purpose of the audit. If documents are adduced in a general court in order to duly disclose such information, Copyswede shall take measures to ensure that such information is made subject to confidentiality. Copyswede declares that it is aware that such information concerning the business operator's activity often constitutes trade secrets and that there is a legal obligation to observe confidentiality when the information is received in confidence in conjunction with a business activity. The business operator is obliged to bear Copyswede's reasonable auditing expenses if Copyswede finds by reason of an audit that the business operator has withheld compensation amounting to at least ten thousand (10,000) Swedish kronor.
- 6.2 If in the course of an audit, or in some other way, it transpires that the business operator has withheld more than five (5) per cent of the compensation the business

operator had to pay for a specified period when reporting and making payment pursuant to Section 5 above, Copyswede is no longer fully bound by its undertaking given in Section 5 not to request interest on arrears. Copyswede is entitled in such a case to interest on arrears in accordance with Section 6 of the Interest Act on the remaining amount that accrues for the period, from the respective dates that fall at the end of the calendar month following the month during which the device omitted from the report, for which compensation is payable, was resold.

- 6.3 In the event that it transpires in the course of Copyswede's audit or in some other way that a party obliged to pay compensation reported and/or paid private copying levies that were too low for a particular resale that is subject to rights to compensation, the party obliged to pay compensation is entitled, notwithstanding the time limits applicable to repayment, to be credited by way of set-off, krona for krona, for any private copying levies previously reported and/or paid at too high levels.

## **7. COOPERATION IN THE EVENT OF MARKET SUPERVISION**

- 7.1 The Parties shall cooperate with the supervision of the market for the purpose of ensuring that those business operations that should be registered with Copyswede do so and also that Products are not disseminated for consumer sale without a private copying levy being reported in compliance with the provisions of this Agreement.
- 7.2 ElektronikBranschen offers its expertise and undertakes to play an active role and on an ongoing basis report to Copyswede activities that may be connected with inadequate reporting of private copying levies under this Agreement. It shall be possible for a person or a business to inform of such activities anonymously.
- 7.3 ElektronikBranschen shall keep Copyswede informed about changes to its group of members. ElektronikBranschen undertakes to provide its members with information about the provisions of this Agreement.

## **8. COMPENSATION TO ELEKTRONIKBRANSCHEN**

ElektronikBranschen is entitled to compensation from Copyswede for its undertakings under this Agreement. This compensation shall, from the point in time when compensation shall be paid under this Agreement, comprise 0.3 per cent of the aggregate compensation that Copyswede receives from stakeholders in the industry within this area for imports, manufacture or resales that take place during the term of the Agreement (reports submitted to Copyswede after the end of the term of the Agreement do not form any basis for entitlement to such compensation). Copyswede shall report and pay this compensation quarterly in arrears, with a due date of thirty (30) days, provided that a majority of the market actors have made payment for the previous calendar quarter.

## **9. 'UMA AGREEMENTS'**

The so called 'UMA agreements' are not concluded between ElektronikBranschen and Copyswede, but ElektronikBranschen has represented some of the so called

‘UMA companies’ during negotiations that preceded this Agreement, and the purpose of this Agreement is to replace these agreements.

## **10. TERM OF VALIDITY**

- 10.1 This Agreement becomes effective on the date when both Parties have duly signed the Agreement and expires 31 October 2022. If a Party has not given notice terminating the Agreement by no later than six (6) months before expiry of the term of the Agreement, the Agreement will be automatically extended for a further twelve (12) months at a time. A Party is entitled to, subject to notice of termination of six (6) months, give notice terminating the Agreement at the end of a new agreement period. The Parties should start negotiations for a new agreement in conjunction with a notice of termination.
- 10.2 If the Riksdag (Swedish Parliament) decides on a statutory amendment that changes the regulations relating to private copying levies or another prerequisite for this Agreement, a Party is entitled to give notice terminating the Agreement with effect from the day on which such statutory amendment entered into force. However, such notice of termination must have been received by the other Party by no later than three (3) months from the date of the Riksdag decision.
- 10.3 If a court ruling of the kind referred to at the end of Section 2.5 above were to be pronounced during the period that this Agreement is in force, a Party shall be entitled to give notice terminating the Agreement observing a notice period of three (3) months. However, such notice of termination shall have been received by the other party no later than three (3) months from the date of the binding court judgment. In the event that notice of termination is given in accordance with this Section 10.3, the Parties shall promptly enter into negotiations with a view to agreeing in good spirit the terms and conditions that, as a consequence of the ruling in question, shall be applied for the period after the Agreement has expired.

**11. CHARGES, FEES, INDIRECT TAXES, ETC.**

- 11.1 All compensation under this Agreement is specified without value added tax and other charges or fees.

**12. APPLICABLE LAW, ETC.**

Swedish law shall apply to this Agreement. Any disputes as a result of this Agreement shall be determined by Stockholm District Court (Stockholms tingsrätt) in the first instance.

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This Agreement has been made out in two identical copies, of which the Parties have each received one.

Stockholm, 6 October 2020

On behalf of Copyswede ek. för.

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Susin Lindblom Curman  
Chair

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Mattias Åkerlind  
CEO

On behalf of ElektronikBranschen

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Klas Elm  
CEO

**Appendices:**

- Appendix 1 List of members of CopySweDe and producer organisations represented
- Appendix 2 List of members of ElektronikBranschen
- Appendix 3 List of devices encompassed by private copying levies under this Agreement
- Appendix 4 Compensation levels for devices included in the list in Appendix 3
- Appendix 5 Practical rules concerning reporting and payment from and including 1 November 2020
- Appendix 6 Practical rules concerning reporting and payment up until 1 November 2020
- Appendix 7 Standard forms for individual contracts etc.

## Members of Copyswede

Bildupphovsrätt i Sverige  
Dramatikerförbundet  
Konstnärernas Riksorganisation  
Läromedelsförfattarna  
Nordisk Copyright Bureau (NCB)  
Svenska Artisters och Musikers Intresseorganisation (Sami)  
Svenska Fotografers Förbund  
Svenska Journalistförbundet  
Svenska Musikerförbundet  
Svenska Tecknare  
Svenska Tonsättares Internationella Musikbyrå (Stim)  
Sveriges Författarförbund  
Sveriges Yrkesmusikerförbund (Symf)  
Teaterförbundet/ för scen och film

## Producer organisations

Filmproducenternas Rättighetsförening (FRF)  
International Federation of the Phonographic Industry (Ifpi Sverige)

Appendix 2

## Members of ElektronikBranschen

Apple Distribution International  
Canon Svenska AB  
Dell AB  
Doro Nordic AB  
Dustin Group AB  
EET Europarts AB  
El-Giganten AB  
Elon Ljud&Bild  
Euronics AB  
Focus Nordic AB  
Fujifilm Nordic AB  
Gigaset Communications Sweden AB  
Huawei Technologies Sweden AB  
Lenovo (Sweden) AB  
LG Electronics Nordic AB  
Media-Saturn Shared Services Sweden AB  
Nedis AB  
NetOnNet AB  
Olympus Sverige AB  
Panasonic Nordic, Filial till Panasonic Marketing Europe GmbH,  
Samsung Electronics Nordic AB  
Sennheiser Nordic  
Sony Mobile Communications AB  
Sony Nordic (Sweden)  
TCL Europe SAS  
Yamaha Music Europe Gmbh Germany Filial Scandinavia

## Appendix 3

### Product list

Mobile phones with built-in storage memory > 2 GB ('Mobile Phones'). Accompanying external memories for Mobile Phones shall be included in the storage memory in the event that the accompanying memory card is marketed and supplied together with the Mobile Phone, including when i) the memory card is imported into the country together with the Mobile Phone and when ii) the memory card was distributed to purchasers together with the Mobile Phone (mobile phone + external memory).

Computers (personal computers, such as desktop computers and laptops) with built-in storage memory, tablets with built-in storage memory and game consoles\* with built-in storage memory, all with storage memory > 2 GB

Separately sold internal HDDs, external HDDs, and USB sticks, all with storage memory > 2 GB (jointly 'Storage Memories')

Set-top boxes with built-in HDD, MP3 players, MP4 players, DVD players (including Blu-ray) with built-in HDD, televisions with built-in HDD (jointly 'Set-top boxes, etc.'), all with storage memory from 1 GB

\* The Parties have agreed that the Microsoft Xbox One, Sony PlayStation PS4, Nintendo Wii U and Nintendo Switch game consoles are not encompassed by the obligation to pay compensation.

### Blank media

Recordable CD and DVD discs:

*Product*

CD-R

CD-RW

DVD-R/+R

DVD-RW/+RW

DVD-RAM

DVD-R/+R double layer

Analogue audio cassettes (C cassettes), VHS cassettes (E cassettes), minidisc and CD-R audio (per minute tariff):

*Product*

C cassette

Minidisc

CD-R audio

E cassette (VHS)

Appendix 4

## Compensation levels for Products included in Appendix 3

<b>Mobile phones</b>	<b>with built-in and accompanying (see definition above) storage memory &gt; 2 GB</b>	
1 January 2009 to 31 December 2010	SEK 3 per GB, with a cap of SEK 60	
1 January 2011 to 31 October 2020	SEK 1.15 per GB, with a cap of SEK 60	
From 1 November 2020	SEK 1 per GB, with a cap of SEK 75	
<b>Computers, tablets and game consoles</b>	<b>with built-in storage memory &gt; 2 GB</b>	
1 September 2013 to 31 October 2020	SEK 1 per GB, with a cap of SEK 40	
From 1 November 2020	SEK 1 per GB, with a cap of SEK 75	
<b>Storage memories</b>	<b>with storage memory &gt; 2 GB</b>	
Up to and including 31 October 2020	SEK 1 per GB, with a cap of SEK 80 for external HDDs and USB sticks (compensation for the period 1 September 2011 to 23 October 2012 is SEK 1, with a cap of SEK 40)	
1 September 2013 to 31 October 2020	SEK 1 per GB with a cap of SEK 40 for separately sold internal HDDs	
From 1 November 2020	<b>Storage memories, includes separately sold internal HDDs</b>	
	>2-7 GB	SEK 2
	8-16	SEK 6
	17-256 GB	SEK 12
	257-1024 GB	SEK 24
	1025 GB -	SEK 30
<b>Set-top boxes, etc.</b>	<b>with storage memory from 1 GB</b>	
Up to and including 31 October 2020	SEK 1 per GB, with a cap of SEK 320	
From 1 November 2020	SEK 1 per GB, with a cap of SEK 120	
<b>Blank media</b>		
Recordable CD and DVD disks:		
<i>Product</i>	<i>Storage capacity</i>	<i>Compensation per unit</i>
CD-R	All up to 900 MB	SEK 0.60
CD-RW	All up to 900 MB	SEK 0.95
DVD-R/+R	4.7 GB	SEK 2.65
DVD-RW/+RW	4.7 GB	SEK 4.25
DVD-RAM	4.7 GB	SEK 4.25
DVD-R/+R double layer	8.5 GB	SEK 4.80
Analogue audio cassettes (C cassettes), VHS cassettes (E cassettes), minidiscs and CD-R audio (minute tariff):		
<i>Product</i>	<i>Remuneration per minute</i>	
C cassettes	SEK 0.025	
Minidisc	SEK 0.02	
CD-R audio	SEK 0.02	
E cassette (VHS)	SEK 0.025	

Appendix 5

Rules concerning reporting and payment from and including 1  
November 2020

**REGISTRATION AND CONTRACTS**

1. Members of ElektronikBranschen that manufacture professionally in Sweden or import into Sweden Products shall apply for registration and conclude a contract (in accordance with Appendix 7) with Copyswede. Other professional businesses that manufacture in Sweden or import into Sweden Products may also conclude a contract (in accordance with Appendix 7) with reference to the terms and conditions of this Agreement.
2. Members of ElektronikBranschen – or another stakeholder that has concluded a contract with Copyswede with reference to the terms and conditions contained in this Agreement – that is a reseller, operator or distributor (referred to below as ‘Reseller’) of Products can register and conclude a contract with Copyswede. A Reseller that is registered and has a valid contract with Copyswede concluded with reference to the terms and conditions contained in this Agreement (in accordance with Appendix 7), and that is also included in a special list on Copyswede’s website, is referred to below as a ‘Registered Reseller’. Copyswede may revoke the Reseller’s status as a Registered Reseller with immediate effect if the Reseller: (i) so requests; (ii) has ceased dealing with the Products; or (iii) has failed to perform its obligations under this Agreement. However, the Reseller shall be afforded an opportunity for rectification with a deadline of a minimum of fourteen (14) days prior to such revocation as mentioned in (iii). ElektronikBranschen shall be notified of revocation of status as a Registered Reseller without delay, and it will also be shown on Copyswede’s website through an update of the list.
3. A manufacturer/importer/Registered Reseller that has concluded a contract with Copyswede with reference to this Agreement may sell Products to a Registered Reseller without paying compensation at the time of sale, subject to the precondition that the Reseller has an applicable contract with Copyswede at the time of sale, in accordance with Section 2 above and has thereby taken full responsibility for the reporting and making of payments for the Products in question. A precondition for the possibility of sale without compensation under this Section is that the purchaser’s current status as a Registered Reseller is verified in conjunction with each sale.
4. Stakeholders according to Sections 1 and 2 above are entitled to refer to an exemption, for example the Professional User Exemption and the export exemption, even if such circumstance were to arise at one or more trade levels further down.
5. Registration under this Agreement does not mean that the business operator has assumed legal or practical obligations for devices other than the Products.
6. Upon registration, Copyswede shall provide the stakeholder with a log-in to Copyswede’s electronic reporting system and also publish the stakeholder on

Copyswede's website as soon as possible, though no later than within five working days. Copyswede shall be notified of all changes to the registered stakeholder's contact details without delay.

## **REPORTING AND PAYMENT, ETC.**

7. A member of ElektronikBranschen – and similarly a stakeholder that has concluded a contract with Copyswede with reference to the terms and conditions contained in this Agreement – undertakes to provide a report in Copyswede's electronic reporting system each calendar month in accordance with the following. The report shall, for each individual category of Products, include details about the number of Products resold during the period referred to in the report and the Products' storage capacity, or alternatively that they have at least the storage capacity that entails the cap charge. Products for which exemptions are requested under the Agreement shall be reported separately, indicating which exemptions are being referred to. Products for which a Registered Reseller has assumed a liability to report and pay for shall be reported separately, providing details that makes it easy for Copyswede to readily identify the stakeholder in question (corporate/organisation ID number or VAT registration number).
8. Copyswede shall receive the reporting according to Section 7 by no later than the 15<sup>th</sup> day of the immediately following calendar month. A charge of three hundred (300) Swedish kronor is charged for a first reminder in the case of a delay in reporting or payment. This charge is doubled in the case of a further reminder. (NB: However, Copyswede shall receive reporting for the first calendar month according to this Agreement by no later than by 15 January 2021. This means that reporting for November and December 2020 shall be submitted by no later than 15 January 2021.)
9. Copyswede shall issue an invoice following the report. Copyswede shall receive payment according to invoice within thirty (30) days from the date on which the invoice was issued.
10. There is a possibility of providing simplified reporting if a member of ElektronikBranschen – or another stakeholder that has concluded a contract with Copyswede with reference to the terms and conditions contained in this Agreement – continuously over time only resells Products referring to an exemption under Sections 3.2 to 3.3 of this Agreement. Simplified reporting shall be provided every three months and relates to resales for the previous three calendar months. A stakeholder that submits simplified reporting shall provide information once a year about the number of Products manufactured/imported or resold for the period to which the report relates for each individual category of Products.

## **REPAYMENT, ETC.**

11. If a member of ElektronikBranschen – or another stakeholder that has concluded a contract with Copyswede with reference to the terms and conditions contained in this Agreement – has reported and paid private copying levies for too many Products, it has the possibility of being credited in a subsequent reporting period for the incorrect compensation paid or requesting a repayment. Such a request for repayment or crediting shall be sent to Copyswede as soon as the error is discovered, though the

**APPENDIX B**  
**FOR REFERENCE ONLY**

request must have been received by Copyswede by no later than nine (9) months after the report in which the original transaction was reported. A repayment shall be made to the party that paid the compensation and one precondition for this is reliable supporting information showing that the report was incorrect and resulted in the party paying too much compensation. As regards Products for which compensation has been paid, but subsequently returned/repossessed by the business operator, this party has the possibility of being credited for the compensation paid in a subsequent reporting period. Copyswede must be sent such a claim within nine (9) months of the report in which the original transaction was reported.

Rules concerning reporting and payment of mobile phones,  
computers, tablets, game consoles and separately sold internal HDDs  
up until 1 November 2020

- 1 A member of ElektronikBranschen – and similarly a stakeholder who has concluded a contract with Copyswede with reference to the terms and conditions contained in this Agreement – undertakes to provide a complete and correct report in accordance with the following with regard to Mobile Phones, computers and game consoles, separately sold internal HDDs and tablets imported into/manufactured in Sweden and resold before 1 November 2020. The report shall apply to the period from and including 1 January 2009 in respect of Mobile Phones and from and including 1 September 2013 in respect of computers, game consoles, tablets and separately sold internal HDDs.
- 2 Reporting in accordance with this Appendix 6 shall be provided by no later than 31 January 2021.
- 3 The report shall include details for each individual category (split into Mobile Phones, computers, game consoles, tablets, and separately sold internal HDDs respectively) about the number of devices manufactured in/imported into Sweden and then resold during the period referred to in the report, indicating the month in which the resale took place and the storage capacity of the devices, or alternatively that they have at least the storage capacity that entails the cap charge.
- 4 Devices for which exemptions are requested under the Agreement shall be reported separately, indicating which exemptions are being claimed.
- 5 Importers/manufacturers that have concluded a contract with Copyswede with reference to this Agreement can state that a Registered Reseller expressly and under separate arrangements assumed a reporting and payment responsibility for a certain specified part of the reported import/manufacture/resale. This shall be reported separately, indicating the number of devices to which it relates, their storage capacity, or alternatively that they have at least the storage capacity that entails the cap charge, and details that make it easy for Copyswede to readily identify the stakeholder in question and indicating the Registered Reseller's VAT registration number or corporate/organisation ID number. Whether the Registered Reseller had already assumed the reporting and payment responsibility prior to this Agreement was concluded, or whether this only happened afterwards, is irrelevant to the application of this Section 5.
- 6 The importer's/manufacturer's obligation to pay compensation for the devices concerned lapses provided that the Registered Reseller in its reporting for the devices for which the importer/manufacturer has indicated in its report under Section 5 above that it has assumed responsibility, and provided that the Registered Reseller subsequently pays full compensation for the devices on time in accordance with the invoice issued. When reporting, the Registered Reseller shall, indicating the

importer/manufacturer for which it has assumed responsibility, including this party's VAT registration number or corporate/organisation ID number, report separately the devices to which the undertaking relates and the information that ensues from Sections 3 and 4 above.

- 7 Copyswede shall issue an invoice following the report. Copyswede shall receive payment according to invoice within thirty (30) days from the date on which the invoice was issued, though no later than 31 March 2021, in accordance with Section 5.1 of the Agreement. Copyswede shall issue an invoice by no later than 28 February 2021 in respect of reporting that is submitted, in accordance with this Appendix 6, by no later than 31 January 2020.
- 8 A party obliged to pay compensation that would become insolvent as a consequence of a payment pursuant to Section 7 above shall have an opportunity of pointing this out to Copyswede by submitting to Copyswede, no later than in conjunction with the reporting sent to Copyswede on the date specified in Section 2 of this appendix, a certificate issued by an authorised public accountant by which the accountant certifies that the party obliged to pay compensation does not have the financial capacity to fully perform on the date stipulated by this Agreement the payment obligation that ensues from the reporting provided in accordance with this appendix, and that the party obliged to pay compensation would therefore consequently become insolvent. Provided that such an accountant's certificate is received within the specified time, Copyswede and the party obliged to pay compensation shall promptly enter into negotiations with the objective of agreeing on an instalment plan. If agreement is reached regarding an instalment plan, Copyswede's undertaking contained in Section 5.2 of this Agreement to refrain from requesting interest on arrears from the dates specified therein shall apply, provided the party obliged to pay compensation fully complies with the instalment plan. However, Copyswede shall be entitled to interest on arrears in accordance with Section 6 of the Interest Act from the date on which the invoice issued in accordance with Section 7 of this appendix fell due for payment until such time as the instalment payment in question is paid.
- 9 Stakeholders according to Section 1 above are entitled to refer to an exemption, for example the Professional User Exemption and export exemption, in accordance with the provisions of this Agreement and, when applicable, this Appendix 6.
- 10 Registration according to this Agreement does not mean that the business operator has assumed legal or practical obligations for devices other than the Products.
- 11 Copyswede's right to an audit in accordance with Section 6.1 of this Agreement as regards reporting according to this Appendix 6 applies for three (3) years from when full payment was made in accordance with Section 7 of this Appendix 6.
- 12 If a member of ElektronikBranschen – or another stakeholder that has concluded a contract with Copyswede with reference to the terms and conditions contained in this Agreement – has reported and paid private copying levies for too many Products, it has the possibility of being credited in a subsequent reporting period for the incorrect compensation paid or requesting a repayment. Such request for repayment or crediting shall be sent to Copyswede as soon as the error is discovered, though the request must have been received by Copyswede no later than five (5) months after the report in

which the original transaction was reported. A repayment shall be made to the party that paid the compensation and one precondition for this is reliable supporting information showing that the report was incorrect and resulted in the party paying too much compensation.

- 13 The party obliged to pay compensation for computers and tablets imported into Sweden/manufactured in Sweden and subsequently resold in the Swedish market between 1 September 2013 up to and including the 31 October 2020 has the possibility of applying one of the following alternative Professional User Exemptions. Reporting and payment relating to computers and tablets according to this Appendix 6 shall be exclusively made by the importer/manufacturer. There is consequently no such possibility as mentioned in Section 5 above.

- A. A deduction for a Professional User Exemption may be made applying the standard deduction using a fixed percentage proportion. The calculation of the percentage proportion that may be exempted from the total proportion of computers and/or tablets for the time period in question shall, in such cases, be made on the basis of information from the International Data Corporation ('IDC') as follows.

IDC annually determines sales to consumers ('IDC Consumer') and businesses ('IDC Commercial') respectively for each brand for computers and tablets respectively. The 'Other' category is used for brands that are not specifically designated. The percentage proportion of commercial sales ('IDC Commercial') for each brand in relation to total sales for each brand in respect of computers and tablets respectively resold in Sweden each calendar year constitutes an applicable standard for the Professional User Deduction. Such standard deduction for each brand and year is determined on the basis of data from IDC in accordance with the above in a separate register from Copyswede in accordance with the following quota share IDC Commercial/(IDC Commercial+IDC Consumer). (Percentage proportions according to 2019 are applied for resales for the period 1 January 2020 to 31 October 2020 in accordance with the above method of calculation.)

- B. Alternatively, a Professional User Exemption for computers and tablets for the period may be made with reference to the sale in a specific case having been made to a business operator that certified to the importer/manufacturer that the devices will only be used within its own professional operation and not resold. Such certificate shall be attached to the request for the Professional User Deduction in accordance with this alternative.

The alternatives set out in Sections A and B cannot be combined, but the importer/manufacturer is instead under a duty to choose one of the alternatives for the entire period and apply this to all computers and tablets encompassed by its obligation to report for the period. The alternative chosen by the importer/manufacturer must also be applied by such Registered Reseller in accordance with Section 5 above. A precondition for alternative A is that the party obliged to pay compensation has concluded a contract with Copyswede with reference to the terms and conditions contained in this Agreement and also that the party obliged to pay compensation,

within the periods specified in this Agreement, submits reporting for all of the products according to Appendix 3 that are covered by the standard for computers and tablets, that this party manufactured in Sweden/imported into Sweden and resold during the periods in question. The party obliged to pay compensation that chooses to apply the alternative under Section A thereby accepts that the standard deduction according to Section A shall be regarded as a final settlement of the right of the party obliged to pay compensation for the period in question to claim exemptions on the basis of the Professional User Exemption. A precondition for application of the alternative under Section A is that the party obliged to pay compensation, when it submits a report for the period, also states the make of the computers and tablets encompassed by the report.

NB: In the event that a manufacturer/owner of a brand has under a separate agreement and under separate arrangements paid compensation for all computers and/or tablets and/or Mobile Phones and/or game consoles and/or loose internal HDDs for a particular brand that have been imported into Sweden during the Period (i.e. irrespective of who imported or resold them), these shall be exempted from the obligation of other importers to pay compensation.

Appendix 7

Standard forms for individual contracts

**CONTRACT**

**CONCERNING PRIVATE COPYING LEVIES FOR IMPORTERS AND  
MANUFACTURERS**

This contract ('the Contract') has been concluded between

\_\_\_\_\_ ('the Company')

\_\_\_\_\_ (Corporate/Organisation ID number)

and Copyswede Ekonomisk Förening, org. ID no. 769602-0036 ('Copyswede').

The Company and Copyswede undertake through this Contract to fully apply *inter se* the terms and conditions contained in the industry agreement concluded between ElektronikBranschen and Copyswede on 6 October 2020, together with appendices, ('Industry Agreement, attached as Appendix 1 below) to the extent that these terms and conditions concern the relationship between Copyswede and stakeholders that import Products into Sweden and/or manufacture Products in Sweden (according to the definition contained in the Industry Agreement).

The Contract applies from and including the date on which both Parties have duly signed the Contract and the Parties are entitled to give notice terminating the Contract, subject to a notice period of three (3) months, by informing the other party in writing about the notice of termination.

In the event that the Industry Agreement ceases to apply, this Contract automatically ceases to apply on the same day as the Industry Agreement.

Swedish law shall apply to this Contract and disputes as a result of this Agreement shall be determined by Stockholm District Court in the first instance.

On behalf of the Company (name, position)

On behalf of Copyswede ek. för.

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Mattias Åkerlind, CEO

Date: DDMMYY

## **CONTRACT**

### **CONCERNING PRIVATE COPYING LEVIES FOR RESELLERS**

This contract ('the Contract') has been concluded between

\_\_\_\_\_  
Company) ('the

\_\_\_\_\_(Corporate/Organisation ID number)

and Copyswede Ekonomisk Förening, org. ID no. 769602-0036 ('Copyswede').

The Company and Copyswede undertake through this Contract to fully apply *inter se* the terms and conditions contained in the industry agreement concluded between ElektronikBranschen and Copyswede on 6 October 2020, together with appendices, ('Industry Agreement, attached as Appendix 1 below) to the extent that these terms and conditions concern the relationship between Copyswede and the Reseller/Registered Reseller (according to the definition contained in the Industry Agreement).

The Contract applies from and including the date on which both Parties have duly signed the Contract and the Parties are entitled to give notice terminating the Contract, subject to a notice period of three (3) months, by informing the other party in writing about the notice of termination.

In the event that the Industry Agreement ceases to apply, this Contract automatically ceases to apply on the same day as the Industry Agreement.

Swedish law shall apply to this Contract and disputes as a result of this Agreement shall be determined by Stockholm District Court in the first instance.

On behalf of the Company (name, position)

On behalf of Copyswede ek. för.

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Mattias Åkerlind, CEO

Date: DDMMYY

Template for retroactive reporting according to Appendix 6

Product category	Storage capacity in GB	Brand (for DC-deduction of computers and tablets)	Number sold with CLF	Number sold to professional users	Number sold on export	Month of sale (1-12)	Number sold to registered resellers (according to separate agreement)	VAT-number of registered reseller (to which products were sold, according to separate agreement)	VAT-number of importer or registered reseller (from whom products were purchased)
Computers									
Tablets									
Separately sold internal HDDs									
Mobile phones/smartphones									
Game consoles									