Announcement by Society ARTISJUS Hungarian Bureau for the Protection of Authors' Rights

on the blank audio and video recording media remuneration charged with regard to private copying (Ü18)

I. Remunerations

In accordance with Section 20 (1) and (2) of Act LXXVI of 1999 on Copyright (hereinafter: Copyright Act) and Section 146 (1) of Act XCIII of 2016 on the Collective Management of Copyrights and Rights Related to Copyrights (hereinafter referred to as: Collective Management Act), Society ARTISJUS Hungarian Bureau for the Protection of Authors' Rights, in agreement with the copyright societies of the relevant copyright holders, i.e. FILMJUS Hungarian Society for the Protection of Audio-Visual Authors' and Producers' Rights (FilmJus Filmszerzők és Előállítók Szerzői Jogvédő Egyesülete), HUNGART Collecting Society of Hungarian Visual Artists (HUNGART Vizuális Művészek Közös Jogkezelő Társasága Egyesület), the Hungarian Recording Industry Association (Magyar Hangfelvétel-kiadók Szövetsége Közös Jogkezelő Egyesület) and the Bureau for the Protection of Performers' Rights (Előadóművészi Jogvédő Iroda Egyesület), hereby determines the following remunerations with regard to the private copying of audio and video recordings to blank video and audio recordable media (hereinafter: recordable media or blank recordable media):

Period of time/description	Payable remuneration	
1. Audio cassette		
	HUF 25 per piece	
2. Videotape		
21 / 1000 mpc	HUF 60 per piece	
a cp n	Tror oo per piece	
3. CD-R types		
CD-R and CD-RW		
up to 300 MB	HUF 16 per piece	
CD-R and CD-RW/Data	HHE 44	
up to 700 MB CD-R and CD-RW/Data above 700 MB,	HUF 44 per piece	
and CD-R and CD-RW Audio	HUF 64 per piece	
4. DVD types (e.g. DVD-R/+R, DVD-RW/+RW or DVD-RAM)		
below 4.7 GB	HUF 16 per piece	
4.7 GB	HUF 75 per piece	
up to 9.4 GB	HUF 180 per piece	
5. Other high-capacity optical discs		
4.7 GB	HUF 78 per piece	
up to 9.4 GB	HUF 187 per piece	
up to 15 GB	HUF 312 per piece	
up to 25 GB	HUF 416 per piece	
up to 50 GB	HUF 520 per piece	
up to 100 GB	HUF 727 per piece	

Up to 200 GB	HUF 831 per piece
above 200 GB	HUF 883 per piece

6. MiniDisc

MiniDisc HUF 64 per piece

7. Memory cards that can be used both as video and audio recordable media (such as cards for portable multimedia devices, CF, MMC, MS, Smart Media, SD, Mini SD, MicroSD, xD and Microdrive type cards)

up to 1 GB	HUF 140 per piece
up to 2 GB	HUF 281 per piece
up to 4 GB	HUF 468 per piece
up to 8 GB	HUF 748 per piece
up to 16 GB	HUF 1,496 per piece
up to 32 GB	HUF 2,993 per piece
above 32 GB	HUF 3,180 per piece

8. External and portable data storage devices which have no moving parts and are suitable for storing audio and audiovisual content (e.g. USB flash drives and external SSDs)

up to 1 GB	HUF 92 per piece
up to 2 GB	HUF 183 per piece
up to 4 GB	HUF 366 per piece
up to 8 GB	HUF 548 per piece
up to 16 GB	HUF 1,097 per piece
up to 32 GB	HUF 2,195 per piece
above 32 GB	HUF 2,286 per piece

9. Integrated storage media units of portable multimedia devices that can play audio and audiovisual content (for instance a portable audio player with a built-in storage unit except for those that also have mobile phone functionality)

From 64 MB to 128 MB	HUF 416 per piece
up to 256 MB	HUF 623 per piece
up to 512 MB	HUF 1,039 per piece
up to 1 GB	HUF 1,559 per piece
up to 2 GB	HUF 1,870 per piece
up to 4 GB	HUF 3,117 per piece
up to 8 GB	HUF 4,156 per piece
up to 16 GB	HUF 6,234 per piece
up to 40 GB	HUF 7,273 per piece
up to 80 GB	HUF 8,312 per piece
above 80 GB	HUF 9,351 per piece

10. Storage media units integrated into mobile phones suitable for playing audio and audiovisual content

From 128 MB to 256 MB	HUF 319 per piece
up to 512 MB	HUF 532 per piece
up to 1 GB	HUF 798 per piece
up to 2 GB	HUF 958 per piece
up to 4 GB	HUF 1,596 per piece
up to 8 GB	HUF 2,128 per piece
up to 16 GB	HUF 3,192 per piece
up to 32 GB	HUF 3,724 per piece

up to 64 GB	HUF 4,256 per piece
above 64 GB	HUF 4,788 per piece

11. Storage media units designed for storing audio and audiovisual content and integrated into consumer electronics devices (e.g. video recorders and players, DVD recorders or players, media players, television sets, digital receiver decoders (e.g. set-top boxes and satellite receivers) or smart tv boxes, all with an integrated storage media unit)

up to 80 GB	HUF 2,660 per piece
up to 160 GB	HUF 3,325 per piece
up to 250 GB	HUF 4,654 per piece
above 250 GB	HUF 5,985 per piece

12. External hard disk data storage devices which have moving parts and are suitable for storing audio and audiovisual content (e.g. external hard disk drives)

up to 250 GB	HUF 1,147 per piece
up to 500 GB	HUF 1,625 per piece
up to 1 TB	HUF 2,103 per piece
up to 2 TB	HUF 2,581 per piece
Above 2 TB	HUF 4,302 per piece

13. Storage media units integrated into tablets suitable for playing audio and audiovisual content (e.g. tablet PC, media tablet, hybrid tablet)

From 128 MB to 256 MB	HUF 319 per piece
up to 512 MB	HUF 532 per piece
up to 1 GB	HUF 798 per piece
up to 2 GB	HUF 958 per piece
up to 4 GB	HUF 1,596 per piece
up to 8 GB	HUF 2,128 per piece
up to 16 GB	HUF 3,192 per piece
up to 32 GB	HUF 3,724 per piece
up to 64 GB	HUF 4,256 per piece
above 64 GB	HUF 4,788 per piece

II. Common provisions

1. Payment of the remuneration

- 1.1. According to Section 20(2) of the Copyright Act, the remuneration specified above is payable by the manufacturer of the blank audio or visual recordable media, or, if the audio or visual recordable media is manufactured abroad, it is payable by the person liable to pay the customs duty or, if no customs duty is payable, it is payable by the person importing the recordable media and by the person placing the recordable media on the market (they will be jointly and severally liable for the payment). The remuneration must be paid to Society ARTISJUS Hungarian Bureau for the Protection of Author's Rights within 8 days of the completion of customs clearance, or, if no customs duty is payable, from the day the product is placed on the market or, if it is an earlier date, from the day it is put in a warehouse for the purpose of placing it on the market. All domestic distributors of the product have joint and several liability for payment of the remuneration.
- 1.2. The remuneration payable for those recordable media placed on the market during the effective period of the Tariff Announcement but that do not fall within the scope of any sections of Part I of this Tariff Announcement based on their general functionality description will be determined by ARTISJUS on the basis of Section 146(1) Act XCIII of 2016 on the Collective Management of Copyrights and Rights Related to Copyrights (hereinafter referred to as: Collective Management Act).
- 1.3. If all of the following conditions are met, during the effective period of the Tariff Announcement, the remuneration payable may be reduced, but only if the requirement of equal treatment is met. The manufacturer of blank

recordable media, the person liable to pay the customs duty (if the media are manufactured abroad), the importer or the person first placing the product on the market (if no customs duty is payable) will be granted a reduction of the remuneration if

- a) they have fully complied with their data reporting obligation specified in Section II.2. of this Tariff Announcement and on the basis of Section 22(1) of the Copyright Act regarding all blank recordable media they manufactured, imported or placed on the market;
 - b) they do not have outstanding remuneration debt;
- c) they have fully complied with the terms of the trademark licence described in Section III of this Tariff Announcement regarding each sticker with optical security features;

and they conclude an agreement with ARTISJUS on the use of rebate and the obligations undertaken in consideration of that.

- 1.4. An agreement on remuneration rebate may only be concluded with national interest representation organisations if the organisation provides a security for the remuneration payment obligations of its members (i.e. the persons required to pay the remuneration) and/or if the organisation collects the data required for the assessment/payment of the remuneration payable by its members (with proper evidence available to support the data) and forwards such data to ARTISJUS and/or if the organisation assumes the remuneration payment obligation in whole or in part.
- 1.5. The remuneration rates specified in this Tariff Announcement do not include VAT. The remuneration must be paid in accordance with the legislative provisions in force at the date of the payment of the remuneration, including the VAT at the statutory rate.
- 1.6. If the payer of the remuneration falls into delay with the remuneration payment, the statutory default interest set out in the Hungarian Civil Code is calculated from the day after the due date of the remuneration set out in Section 1.1
- 1.7. Remuneration claims expire after the lapse of five years from their due date. In relation to any obligation set out in this Tariff Announcement, the limitation period is interrupted by a notice sent to the user regarding the remuneration, a notice instructing the payer of the remuneration to pay the remuneration or a notice instructing the payer of the remuneration to supply data, as well as any notice sent by the payer of the remuneration to ARTISJUS. The limitation period is suspended until ARTISJUS becomes aware of the fact that results in a remuneration payment obligation.

2. Data reporting obligation

- 2.1. Manufacturers of blank recordable media, importers of such goods without a customs duty payment obligation or the first domestic distributor of the imported goods must report to ARTISJUS the data required for the collection of the remuneration in accordance with Section 20(2) of the Copyright Act. The person required to pay customs duty by law with regard to the import of the blank recording media must also present to ARTISJUS the customs documents certified by the Customs Authority. If blank recordable media integrated into a device that is subject to this Tariff Announcement has an IMEI number, including in particular blank recordable media integrated into a device subject to Section 10 of Chapter I or Section 13 of Chapter I, the person obliged to perform data reporting must also indicate in its data reporting the IMEI number of the device (in particular for phones and tablets).
- 2.2. Persons required to make declarations or report data must disclose information about the sources of supply of the blank recordable media and other distribution data at the request of ARTISJUS. If the person required to report data fails to comply with the obligation (or only complies with it in part), this person will be required to pay a flat-rate cost for the blank recordable media equal to the remuneration calculated on the basis of this Tariff Announcement (Section 22(2) of the Copyright Act).

3. Exemptions from remuneration payment

- 3.1. For the exemption specified in Section 20(3) a) of the Copyright Act, the following documents must be submitted as certification of exporting:
- a declaration suitable for identifying the exported goods (containing the exported quantity, the brand name and the type of the recordable media as a minimum); and

¹ Following the preliminary ruling of the CJEU passed in the case C-37/2016 (ECLI:EU:C:2017:22), the Hungarian tax authority (NAV) issued a guidance on the assessment of private copy remuneration in the VAT system (https://www.nav.gov.hu/search/searchresults?query=%22mag%C3%A1nc%C3%A9l%C3%BA+m%C3%A1sol%C 3%A1s%22&prevquery=mag%C3%A1nm%C3%A1sol%C3%A1si). Under the guidance no VAT has to be paid with regards to private copy remuneration paid after January 1, 2018.

- import and export customs documents certified by the Customs Authority if the goods are distributed outside the territory of the European Community;
- if the goods are distributed within the territory of the European Community, an invoice indicating the parties' Community VAT numbers that clearly proves that the recipient of the consignment containing blank recordable media is a natural person with a place of residence or a legal entity (or other organisation) with a registered address (place of business or branch office) within the territory of the European Community and a document indicating the names, registered addresses (places of residence) of the parties, the destination of the consignment abroad and the quantities and types of the blank recordable media and documentary evidence that the recordable media have been exported from Hungary (e.g. delivery notes, bills of lading and documents verifying delivery and acceptance of the goods).
- 3.2. If the person required to pay the remuneration claims exemption after the remuneration has been paid, ARTISJUS will refund the remuneration if and after the documents specified in Section 3.1. above are presented to ARTISJUS and all of the following conditions are met:
 - a) if the goods are exported by the same person that has paid the remuneration to ARTISJUS;
- b) the person that has paid the remuneration to ARTISJUS applies for the refund in writing within the year the remuneration is paid, and at the same time
- c) specifies the invoice that contained the remuneration concerned by the reimbursement claim and lists the media concerned in an itemised manner, including the itemised list of the IMEI number of the media (if it has one); and
- d) returns to ARTISJUS each of the security holograms removed from the recordable media in a way that serial numbers can be identified.
- 3.3.1. Manufacturers of blank recordable media, the person liable to pay the customs duty (if the media are manufactured abroad), the importer or the person first placing the product on the market (if no customs duty is payable) may be granted an exemption from the remuneration if they can prove regarding non-rewritable blank recordable media within the scope of Chapter I Sections 3, 4, 5 and 6 of this Tariff Announcement that possession of the media regarding which exemption is applied for
- will not be transferred to a person or organisation authorised to make copies of them under free use in accordance with Section 35 (1), (4), (5) or (7) of the Copyright Act, and
- the media will be clearly and exclusively used for purposes other than making copies under Section 35 (1), (4), (5) or (7) of the Copyright Act.
 - 3.3.2. The following documents must be submitted to prove that the given person qualifies for exemption:
- a) a written contract (or a summary of terms) for the purchase of blank non-rewritable recordable media within the scope of Sections I.3. to I.6. of this Tariff Announcement specifying the parties, the subject matter of the contract (i.e. the blank recordable media), the date of performance and the signatures of the parties; in addition, if the person required to pay the remuneration is a direct or indirect intermediate party of the person performing the contract by transferring the blank recordable media, each contract (or summary) for the purchase of the blank recordable media concluded between persons in the chain of intermediate parties; and
 - b) the documentation related to the contract that includes
- b.1) the types and quantities (number) of blank recordable media purchased under the contract according to the classification of this Tariff Announcement;
 - b.2) a statement by the purchaser (end user) that the blank recordable media
- will not be used for making copies of the works and performances specified in Section 20(1) of the Copyright
 Act;
 - will not be resold; and
- will not be transferred to persons authorised to make copies in accordance with Section 35 (1), (4), (5) or (7) of the Copyright Act; and
- c) an invoice and a delivery note verifying the performance of the sale and purchase contract for blank non-rewritable recordable media within the scope of Section 20 of the Copyright Act and, more specifically, Sections I.3. to I.6. of this Tariff Announcement, or, instead of the delivery note, any other document that proves what number and types of blank recordable media have been physically delivered to the buyer (end user) under the contract; and
- d) a statement by the person required to pay the remuneration that this person agrees to promptly notify ARTISJUS if the contract is amended or terminates.
- 3.4.1 Manufacturers of blank recordable media, the person liable to pay the customs duty (if the media are manufactured abroad), the importer or the person first placing the product on the market (if no customs duty is payable) may be granted an exemption from the remuneration if they can prove regarding the rewritable blank recordable media subject to the scope of Chapter I of this Tariff Announcement that during the entire lifespan of the media, possession of the media regarding which exemption is applied for

- will not be transferred to a person or organisation authorised to make copies of them under free use in accordance with Section 35 (1), (4), (5) or (7) of the Copyright Act, and
- the media will be clearly and exclusively used for purposes other than making copies under Section 35 (1), (4), (5) or (7) of the Copyright Act.
 - 3.4.2 The following documents must be submitted to prove that the given person qualifies for exemption:
- a) a written contract (or a summary of terms) for the purchase of blank rewritable recordable media within the scope of this Tariff Announcement specifying the parties, the subject matter of the contract (i.e. the blank recordable media), the date of performance and the signatures of the parties; in addition, if the person required to pay the remuneration is a direct or indirect intermediate party of the person performing the contract by transferring the blank recordable media, each contract (or summary) for the purchase of the blank recordable media concluded between persons in the chain of intermediate parties; and
 - b) the documentation related to the contract that includes
- b.1) the types and quantities (number) of blank recordable media purchased under the contract according to the classification of this Tariff Announcement;
 - b.2) a statement by the purchaser (end user)
- regarding the purpose it will use the blank recordable media for and in what way it will ensure compliance with Section 3.4.1 during such use;
- that it will not be used for making copies of the works and performances specified in Section 20(1) of the Copyright Act;
 - it will not be resold; and
- it will not be transferred to persons authorised to make copies in accordance with Section 35 (1), (4), (5) or (7) of the Copyright Act; and
- that it authorises ARTISJUS to check compliance with the conditions set out in Section 3.4.1 upon prior written notice by ARTISJUS; and
- it undertakes that if it transfers the media to a third party, it will notify ARTISJUS in writing within five days and certify the third party's compliance with the conditions set out in Section 3.4.1 in accordance with this section, or otherwise to pay to ARTISJUS the blank recordable media levy within 15 days from the lapse of the deadline for the written notice.
- c) an invoice and a delivery note verifying the performance of the sale and purchase contract for blank rewritable recordable media or any other contract for the transfer of blank rewritable recordable media on any other grounds within the scope of Section 20 of the Copyright Act and of this Tariff Announcement, or, instead of the delivery note, any other document that proves what number and types of blank recordable media have been physically delivered to the buyer (end user) under the contract; and
- d) a statement by the person required to pay the remuneration that this person agrees to promptly notify ARTISJUS if the contract is amended or terminates.
- 3.5. If the terms of exemption are met and the person required to pay the remuneration has submitted each document listed in Section 3.3.2 or 3.4.3 to ARTISJUS, ARTISJUS will issue a certificate containing the following:
- a) data of identification of the manufacturer of blank visual or audio recordable media, of the person liable to pay the customs duty (if the media are manufactured abroad) or of the importer (if no customs duty is payable);
 - b) data of identification of the person (end user) purchasing the exempted blank media;
- c) the number and types of exempted blank recordable media according to the classification of this Tariff Announcement; and
 - *d*) the duration of exemption.
- 3.6.1. If the person obliged to pay the remuneration or the person acquiring the blank recordable media (the end user) claims exemption on the grounds specified in Section 3.3.1 or 3.4.1 after the remuneration has been paid, ARTISJUS will reimburse the person obliged to pay the remuneration for the amount of remuneration actually paid if all the conditions set out below are met:
- a) the claim for reimbursement of the remuneration is submitted to ARTISJUS in writing in the same year in which the remuneration was paid; and

concurrently with this

- b) the documents specified in Section 3.3.2 and 3.4.2 are submitted to ARTISJUS; and
- c) the invoice that contained the remuneration concerned by the reimbursement claim is specified and the media concerned is listed in an itemised manner, including the itemised list of the IMEI number of the media (if it has one); and
- d) each of the security holograms removed from the recordable media is returned to ARTISJUS in a way that serial numbers can be identified.

- 3.6.2. ARTISJUS will pay the remuneration to the person acquiring the blank recordable media (the end user) if the person obliged to pay the remuneration assigns his/her claim for reimbursement of the amount of the remuneration to this person, and submits to ARTISJUS the assignment document relating thereto, which must also include the instruction for performance indicating the amount of remuneration paid, as well as the name and data of the assignee and the assignor.
- 3.6.3. ARTISJUS will return the remuneration within 60 days from the date of submission of the complete documents specified in Sections 3.6.1 and 3.6.2.
- 3.7. For the purpose of allowing compliance with the exemption terms to be checked and determining the numbers of exempted and non-exempted blank recordable media, manufacturers of blank recordable media, importers of such goods without a customs duty payment obligation or the first domestic distributor of the imported goods must report to ARTISJUS the data specified in Section 22(1) of the Copyright Act even if they are exempted from the remuneration payment obligation. Persons applying for exemption under Section 3.3, 3.4, 3.5 or 3.6 must inform ARTISJUS in respect of which blank recordable media they intend to verify the applicability of the exemption (they must specify at least the quantity and the type of media).
- 3.8.1. The end user of the blank recordable media qualifying as a person entitled to make copies under Section 35 (1) of the Copyright Act who uses the blank recordable media only for recording and/or copying his/her own work or performance created in the scope of his/her own creative activity and certifies this to ARTISJUS in a credible manner may be exempted from payment of the remuneration for blank recordable media via reimbursement of the remuneration paid included in the price of the blank recordable media via the *mutatis mutandis* application of Sections 3.3-3.6, except for Section 3.6.2.
- 3.8.2. In the scope of the certification of the conditions set out in Section 3.6.1 (b) and (c), the end user must submit to ARTISJUS:
- a) the invoice or other accounting document evidencing the purchase of the blank recordable media subject to this Tariff Announcement, which contains the name of the seller, the designation and quantity acquired of the blank recordable media and the date of performance;
- b) the itemised list of the media concerned, and in connection with this, the hologram sticker removed from the media in a manner so that it can be identified by serial number, or in the absence thereof, the IMEI number of the media certifying that the remuneration for the media has been paid, as well as a digital photo made of the media that shows the IMEI number of the media:
 - c) the end user's statement regarding
 - ci) the kind of creative activity he/she conducts; and
 - cii) that the blank recordable media concerned by the reimbursement claim:
- will only be used in the scope of own creative activity of the end user making the statement, and at the time of reporting the end user making the statement only stores on the media works and/or performances created by him/her, the copyrights and/or neighbouring rights of which he/she holds;
- will not be used for making copies of the works and/or performances specified in Section 20(1) of the Copyright Act, the economic rights of which are held by another person;
 - will not be resold or gifted;
- will not be transferred to other persons authorised to make copies in accordance with Section 35 (1), (4), (5) or (7) of the Copyright Act; and
- ciii) the manner he/she will ensure that the conditions set out in paragraph cii) will be met in the course of the further use of the media; and
- d) it allows ARTISJUS to check compliance with the conditions set out in this section either by presenting the media for individual examination or by authorising another person to present the media for individual examination. In this latter case, ARTISJUS will be obliged to handle the data recorded on the media confidentially and may not copy the content thereof.

4. Electronic correspondence:

ARTISJUS may provide for correspondence with the payer of the remuneration by electronic means. In this case, electronic correspondence between ARTISJUS and the payer of the remuneration will be governed by a separate agreement.

III. Proof of remuneration payment

1. Trademark licence

For the following categories of recordable media within the scope of this Tariff Announcement:

- CD-R recordable media (Chapter I Section 3),
- DVD recordable media (Chapter I Section 4),
- other high-capacity optical discs (Chapter I Section 5),
- memory cards that may be used as video or audio recording media (Chapter I, Section 7);
- external and portable data storage devices which have no moving parts and are suitable for storing audio and audiovisual content (Chapter I Section 8),
- storage media units integrated into portable multimedia devices suitable for playing audio and audiovisual content (Chapter I, Section 9);
- storage media units integrated into consumer electronics devices, which are suitable for storing audio and audiovisual content (Chapter I; Section 11);
- external hard disk data storage devices with moving parts, suitable for storing audio and audiovisual content (Chapter I, Section 12); and
- storage media units integrated into tablets suitable for playing audio and/or audiovisual content (Chapter I;
 Section 13)

ARTISJUS will grant a non-exclusive and non-transferable trademark licence free of charge to the person paying the remuneration under Section 20(2) of the Copyright Act to use the "ARTISJUS" trademark in accordance with Chapter III Sections 2 and 3. In relation to enforcing remuneration claims regarding the media specified in Section 13 of Chapter I, ARTISJUS will provide a license for use of the trademark only if the media does not have an IMEI number. The use of the "ARTISJUS" trademark in accordance with the Tariff Announcement, unless proven to the contrary, verifies that the remuneration has been paid. The trademark also qualifies as rights management data (Section 96(2) of the Copyright Act) and it may not be removed or changed without authorisation.

2. Carrier of the trademark

The carrier of the trademark is a hologram sticker issued by ARTISJUS with optical security features (i.e. with a hologram) that the person paying the remuneration under Section 20(2) of the Copyright Act is authorised to use free of charge in a number determined by the amount of remuneration collected from this person. The hologram sticker carrying the trademark remains the property of ARTISJUS.

3. The use of the trademark and the hologram sticker carrying the trademark

Persons that have paid the remuneration under Section 20(2) of the Copyright Act have the right and the obligation to place (stick) the hologram sticker carrying the trademark on the blank recordable media before it is distributed. The hologram sticker must be placed (stuck) directly on the audio or visual recordable media. If this is impossible, the hologram sticker must be placed on the unopened packaging of the media without blocking other rights management information or other marking of product and in a way that the hologram sticker cannot be removed from the packaging without damage to the hologram sticker. The hologram sticker must be placed on the product immediately after it is received but within a maximum of 5 business days. The hologram sticker may only be placed on copies for which the remuneration has been paid. It is not permitted to use the trademark in a way other than as described above. Persons that have paid the remuneration may not allow third parties to use the trademark and they may not transfer possession of hologram stickers that have not been placed (stuck) on media to third parties. Neither the person that has paid the remuneration under Section 20(2) of the Copyright Act nor any other person may demand or accept any consideration (value) in exchange for allowing the trademark to be used or for handing over the hologram sticker. ARTISJUS will only allow the hologram sticker carrying the trademark to be used by the person that has paid the remuneration if the relevant recordable media are still in the possession of the person that has paid the remuneration. The person paying the remuneration must provide conclusive proof of this before the hologram stickers are handed over. The effect of the trademark licence terminates when the product is first placed on the market legally.

IV. Effective period of the Tariff Announcement

This Tariff Announcement shall be in force from 1 January 2018 to 31 December 2018.

Society ARTISJUS Hungarian Bureau for the Protection of Author's Rights (ARTISJUS Magyar Szerzői Jogvédő Iroda Egyesület)

I hereby approve of the tariff schedu	ale in accordance with Section 1450	(2) of the Collective Management Act.
Budapest,	. 2017	