



Please Note!

(This document is for application purposes only and does not serve as a licence agreement).

*(Rights in respect of the: 1) Sound Recording, 2) Performing rights in the Sound Recording (Needletime), 3) Performing rights in the Composition **(other than described in the rates below)** and any other neighbouring or related rights, **are not licensed by CAPASSO** and need to be acquired in conjunction with the applicable CAPASSO Licence.*

Please email to givenr@capasso.co.za

Digital Licence Application Form

1. COMPANY DOCUMENTS

Please attach the following documents along with the completed Digital Licence Application Form

1. Company presentation with detailed history and shareholder information
2. Comprehensive business plan of the service
3. A minimum of twelve months revenue projection including CAPASSO percentage as per the below rates
4. Marketing plan (Including launch date and marketing strategies and provisions)
5. Status of Master Rights/Needletime licensing if applicable

2. GENERAL CONTACT INFORMATION

Name of Company: _____
Registration Number: _____ Contact Person: _____
VAT Number: _____
Address: _____

City: _____
Zip: _____
Telephone#: _____ Fax#: _____
Email: _____ Website: _____

3. DESCRIPTION OF SERVICES

Service Launch Date _____
Projected number of downloads/subscribers/stores during first year of service _____

Select/Tick which best describes your service:

3.1 Download Service:

- Permanent Download (such as iTunes)
- Ringback Tone
- Ringtone
- Backtracks

3.2 Streaming:

- On-Demand Streaming (such as Apple Music, Deezer and Spotify)
- Non-Demand Streaming (such as Pandora)

3.3 Video On-Demand:

- Transactional Video On-Demand (TVOD)
- Subscription Video On-Demand (SVOD)

3.4 Music Video Streaming:

- Music Video Streaming (Such as Youtube/Vevo)

3.5 Ancillary:

- Online Radio (Such as Cliff Central)
- Podcast
- In-Store Music (Retailer/Business Music)
- Jukeboxes

4. SERVICE PARTNERS (if applicable)

Platform/Technical provider _____ Aggregator _____
Telecommunications Company _____
Other _____

**5. END CONSUMER PRICE/ TARRIF PLAN BREAKDOWN
(Subscription fees/ Download Price/ Advertising Revenue)**



6. BRIEF DESCRIPTION OF THE SERVICE
(Functionality, Features and devices/apps)

7. TERRITORY

CAPASSO's digital licenses can provision for licensing across the African continent.
Please advise in which territories the service will be launching in:

8. LICENSED REPERTOIRE

All CAPASSO controlled repertoire (by assignment, mandate, licence, reciprocal agreement or equivalent).

9. SALES AND REPEORTING STATEMENT

User shall have an obligation to report usages on a quarterly/monthly basis, including accurate title, performer and composer details. Invoices will be issued upon receipt of each quarterly/monthly report and shall be settled by the licensee within 30 days following receipt.

10. APPLICABLE LAW

The Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

11. RATES

Permanent Downloads

A La Carte – MT Downloads & Ringtones	
2018	9%

Subscription – MT Downloads & Ringtones	
2018	9%

% of End User Price (Excl VAT)

Ringback Tones

A La Carte – MT Downloads & Ringtones	
2018	5%

Subscription – MT Downloads & Ringtones	
2018	5%

% of End User Price (Excl VAT)

Streaming (15%)

Subscription – On-Demand Streaming		
	MR %	PR %
2018	11.25%	3.75%

Subscription – Non-Demand Streaming		
	MR %	PR %
2018	3.75%	11.25%

% of End User Price (Excl VAT)

Video On-Demand (4.5%)

Subscription – On-Demand Streaming		
	MR %	PR %
2018	3.4%	1.1%

Subscription – Non-Demand Streaming		
	MR %	PR %
2018	1.1%	3.4%

% of End User Price (Excl VAT)

Music Video Streaming (12%)

Subscription – On-Demand Streaming		
	MR %	PR %
2018	9.5%	2.5%

Subscription – Non-Demand Streaming		
	MR %	PR %
2018	2.5%	9.5%

% of End User Price (Excl VAT)

Ancillary

Online Radio	
2018	5.5% of Net Revenue (R3500 upfront Minimum Guarantee payable)

In-Store Music	
2018	R45 per store/per month (R5000 upfront Minimum Guarantee payable)

Jukeboxes	
2018	4.25% of Net Revenue (R5000 upfront Minimum Guarantee payable)

12. BREAKDOWN OF RIGHTS

CAPASSO makes no representation or warranty in respect of the rights required for the operation of the service other than those licensed by CAPASSO under the subsequent Digital Licence Agreement which follows this application. CAPASSO will not be held liable for a services failure to acquire all necessary rights prior to launch of such service.

Signed _____

Name _____

Date _____