

**CONTRACT OF UNILATERAL REPRESENTATION
(Performing Rights)**

Between the undersigned:

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais hereinafter designated **SOCINPRO**, whose registered office is at Av. Presidente Wilson, 210 – Gr.9º – Centro – 20030-021 Rio de Janeiro – Rj, Brazil represented by its President Jorge S. Costa on the one part;

and

IRISH MUSIC RIGHTS ORGANISATION, hereinafter designated **IMRO**, whose registered office is Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 represented by its Chief Executive Officer Victor Finn on the other part;

IT IS AGREED AS FOLLOWS:

Article 1

(I)

By virtue of the present contract, **SOCINPRO** confers on **IMRO** the non-exclusive right in the territory in which this latter Society operates (as defined and delimited in Article 6 (I) hereafter) to grant the necessary authorisations for all public performances (as defined in paragraph II of this Article) of musical works, with or without lyrics, which are protected under the terms of national laws, bilateral treaties and multilateral international conventions relating to the author's right (copyright, intellectual property, etc.) now in existence or which may come into existence and enter into effect while the present contract is in force.

The non-exclusive right referred to in the preceding paragraph is conferred in so far as the public performance right in the works concerned has been, or shall be, during the period when the present contract is in force, assigned, transferred or granted by whatever means, for the purpose of its administration, to **SOCINPRO** by its members, in accordance with its Articles of Association and Rules; the said works collectively constituting the repertoire of **SOCINPRO**.

(II)

Under the terms of the present contract, the expression public performances includes all auditions or performances rendered audible to the public in any place whatever within the territory in which **IMRO** operates, by any means and in any way whatever, whether the said means be already known and put to use or whether hereafter discovered and put to use during the period when this contract is in force. Public performances include in particular performances provided by live means, Instrumental or vocal; by mechanical means such as phonographic records, wires, tapes and sound tracks (magnetic and otherwise); by processes of projection (sound film), of diffusion and transmission (such as radio and television broadcasts, whether made directly or relayed, retransmitted, etc.) as well as by any process of wireless reception (radio and television receiving apparatus, telephonic reception, etc. and similar means and devices, etc.).



Article 2

(I)

The non-exclusive right to authorise performances as referred to in Article 1, entitles **IMRO**, within the limits of the powers pertaining to it by virtue of the present contract, and of its own Articles of Association and Rules, and of the national legislation of the country or countries in which it operates;

a) to permit or prohibit, whether in its own name or that of the copyright owner concerned public performances of works in the repertoire of SOCINPRO and to grant the necessary authorisations for such performances;

b) to collect all royalties required in return for the authorisations granted by it (as provided in above); to receive all sums due as indemnification or damages for unauthorised performances of the works in question; to give due and valid receipt for the aforementioned collections;

c) to commence and pursue, either in its own name or that of the copyright owner concerned, any legal action against any person or corporate body and any administrative or other authority responsible for illegal performances of the works in question;

d) to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;

e) to take other action for the purpose of ensuring the protection of the public performance right in the works covered by the present contract.

(II)

The present contract being personal to the contracting Societies, and concluded on that basis, it is formally agreed that, without the express written authorisation of SOCINPRO, **IMRO** may not in any circumstances assign or transfer to a third party all

or part of the exercise of the prerogatives, faculties or otherwise to which it is entitled under the said contract and in particular under Article 2. Any transfer effected in despite to this clause shall be null and void.

Article 3

(I)

By virtue of the powers conferred by Article 1, **IMRO** undertakes to enforce within the territory in which it operates the rights of the members of SOCINPRO in the same way and to the same extent as it does for its own members. Moreover, **IMRO** undertakes to uphold to the greatest possible extent, by way of the appropriate measures and rules, applied in the field of royalty distribution, the principle of solidarity as between the members of both Societies, even where by the effect of local law foreign works are subject to discrimination.

In particular, **IMRO** shall apply to works in the repertoire of SOCINPRO the same tariffs, methods and means of collection and distribution of royalties (subject to the provisions of Article 7 below) as those which it applies to works in its own repertoire.

(II)

IMRO undertakes to send to **SOCINPRO** any information for which it may be asked concerning the tariffs it applies to different kinds of public performances in its own territory.

Article 4

SOCINPRO shall place at the disposal of **IMRO** all documents enabling the latter to justify the royalties it is responsible for collecting under the present contract and to take any legal or other action, as mentioned in Article 2 (I) above.

Article 5

(I)

SOCINPRO shall place at the disposal of **IMRO** all documents, records and information enabling the latter to exercise effective and thorough control over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and verifying performance programmes.

In particular, **IMRO** shall inform **SOCINPRO** of any discrepancy which it notes between the documentation received from the other Society and its own documentation or that furnished by another Society.

(II)

In addition, **SOCINPRO** shall have the right to consult all the other records of **IMRO** and to obtain all information from it relating to the collection and distribution of royalties to enable it to verify the administration of its repertoire by **IMRO**.

TERRITORY

Article 6

(I)

The territory in which **IMRO** operates is the territory of **Republic of Ireland**.

(II)

For the duration of the present contract, **SOCINPRO** shall refrain from any intervention within the territory of **IMRO** in the latter's exercise of the mandate conferred by the present contract

DISTRIBUTION OF ROYALTIES

Article 7

(I)

IMRO undertakes to do its utmost to obtain programmes of public performances which take place in its territory and to use these programmes as the effective basis for the distribution of the total net royalties collected for these performances.

