

CONTRACT OF  
UNILATERAL REPRESENTATION  
BETWEEN  
SOCINPRO AND TONO

Between the undersigned

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais (hereinafter referred to as SOCINPRO), whose registered office is at Avenida Presidente Wilson, 210 – 9º andar, CEP 20030-021, Rio de Janeiro, Brazil, represented by Director General Sylvio Rodrigues Silva (Silvio Cesar), specifically authorised for the purposes of the present contract by power of attorney, on the one part

and

TONO, whose registered office is at Tøyenbekken 21, 0188 Grønland, represented by its Managing Director Cato Strøm, specifically authorised for the purposes of the present contract by power of attorney, on the other part;

it is agreed as follows:

**Art. 1.-**

(I) By virtue of the present contract, SOCINPRO confers on TONO the exclusive right, in the territories in which this latter society operates (as they are defined and delimited in Art. 6 (I) hereafter), to grant the necessary authorisations for all public performances (as defined in paragraph (III) 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 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".

The rights granted include the right to enforce the author's rights before any competent authority, including the courts and the Prosecution Authority. In the event that the rights granted under this Article do not entitle TONO to enforce such rights, then SOCINPRO will assign to TONO all rights necessary for enforcing the author's rights.

(II) Under the terms of the present contract, the expression "public" includes all sounds and performances rendered audible to the public in any place whatever within the territories in which each of the contracting societies 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 performance" includes 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.).

(III) With regard to direct broadcasting by satellite, the contracting Societies agree that the rights conferred by virtue of Art. 1 of this Contract are not limited to the territories of operation but are valid for all countries within the footprint of the satellite of which the transmissions are effected, subject to having acquired the other contracting Society's agreement beforehand as to the conditions under which the authorisations required for such transmissions may be delivered, insofar as the territories in which it operates are situated within the satellite's footprint.

**Art. 2.-**

(I) The exclusive right to authorise performances, as referred to in Art.1, entitles TONO, 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 author concerned, public performances of works in the repertoire of the other society and to grant the necessary authorisations for such performances;
- b) to collect all royalties required in turn for the authorisations granted by it (as provided in a) above); to receive all sums due as indemnification or damages for unauthorised performances of the works in question; to give valid receipt for the collections made and sums received as aforesaid;
- c) to commence and pursue, either in its own name or that of the author 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; to transact, compromise, submit to arbitration, refer to any Court of law, special or administrative tribunal;
- d) to take any 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, TONO 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 Art. 2. Any transfer effected in despite of this clause shall be null and void without the fulfilment of any formality, except as regards a transfer limited to the administration of rights for purposes of diffusion by means of a fixed service satellite and operated in favour of a society having concluded a reciprocal representation contract with each of the contracting societies.

**Art. 3.-**

(I) In virtue of the powers conferred by Articles 1 and 2, TONO 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, and to do this within the limits of the legal protection afforded to a foreign work in the country where protection is claimed, unless, in virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection. Moreover, the contracting parties undertake 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, TONO shall apply to works in the repertoire of SOCINPRO the same tariffs, methods and means of collection and distribution of royalties (subject to what is agreed hereafter in Art. 7) as those which it applies to works in its own repertoire.

CONFIDENTIAL DOCUMENT

