

Unilateral Agreement concerning the Rights of Performers

CONTRACT NUMBER:

THE UNDERSIGNED PARTIES:

Stichting ter Exploitatie van Naburige Rechten (Sena)

Catharina van Renneslaan 20, 1217 CX Hilversum, The Netherlands, Phone:
+31-35-6251700,
on the one hand

and

Sociedade de Administração e Proteção de Direitos Intelectuais (SOCINPRO)

Av. Presidente Wilson 210 – 9º andar – Centro – CEP: 20.030-021, Rio de
Janeiro, Brasil

DECLARE THAT:

- A** whereas the Contracting Parties will co-operate in order to strengthen the performers' rights and ensure an effectively functioning international administration of such rights through agreements between performers' rights administration societies;
- B** whereas the proper administration of performers' rights requires that the Contracting Parties have set up an effective administration which enables the Contracting Parties to distribute individually among the performers the remuneration as much in proportion to the actual use of their protected recordings as possible;

the Contracting Parties have today made the following

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AGREEMENT

ARTICLE 1: TERRITORY OF THE AGREEMENT

- 1.1 This Agreement covers the administration of performers' rights as specified in the Annex in the Netherlands.
- 1.2 Sena is operating in the Netherlands under the Dutch Neighbouring Rights Act, as last amended.
- 1.3 SOCINPRO is operating in Brazil, under the Brazilian Author and Neighbouring Rights Law 9.610/98.

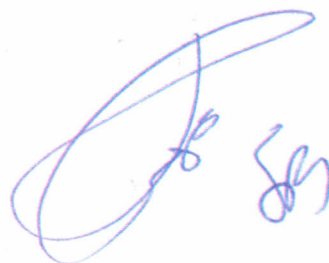
ARTICLE 2: AUTHORISATION TO ADMINISTER

- 2.1 SOCINPRO has been empowered by its associated right-holders, hereafter called "members", to represent them abroad by signing agreements with corresponding performers' rights administration societies in other countries.
- 2.2 In accordance with the mandates given by its members SOCINPRO empowers SENA to represent in the Netherlands the members of SOCINPRO in any respect as to the use of recorded performances protected under national law, EU-law and the applicable international conventions, cf. the performers' rights specified in the annex to this Agreement.

ARTICLE 3: MEMBERSHIP

- 3.1 This Agreement only covers the rights of those performers who have authorized SOCINPRO to represent their performers' rights both within SOCINPRO's home territory as well as in the territory of Sena. Heirs of deceased members can succeed in the membership.

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- 3.2 Performers who are members of both Contracting Parties are not covered by this Agreement.
- 3.3 On an annual basis SOCINPRO shall provide Sena with detailed and full databased information on its members to substantiate the claims for remuneration. This information shall fulfil the technical specifications as agreed upon by both Parties.
- 3.4 The Contracting Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of this Agreement.
- 3.5 SOCINPRO shall refer to Sena all applications from performers living in the Netherlands.

ARTICLE 4: REASONABLENESS AND EQUITY

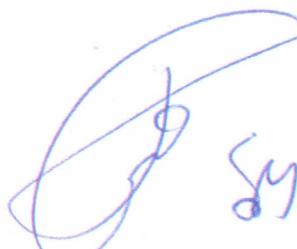
- 4.1 The Contracting Parties agree to carry out this Agreement, and renegotiate and update it, in accordance with the principle of reasonableness and equity.

ARTICLE 5: LIABILITY

- 5.1 The Contracting Parties will cooperate to ensure that SOCINPRO's members receive the rightful remuneration in accordance with the national legislation and distribution schemes applying in the respective countries.
- 5.2 Any claim for remuneration from members of SOCINPRO covered by this Agreement, cf. article 3.1, shall be settled by SOCINPRO. Thus no such members of SOCINPRO can claim any remuneration from Sena directly.

ARTICLE 6: COOPERATION

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- 6.1 The Contracting Parties agree to provide each other with any other information and to take any steps necessary for the proper functioning of this Agreement and the effective administration of the rights referred to in the annex.
- 6.2 Once a year the Contracting Parties shall inform each other about changes in the applicable legislation, if any, the societies' statutes or by-laws, collecting practices and distribution schemes and pass on copies of the audited annual accounts and bilateral agreements concluded with other performers' societies.
- 6.3 On a practical and economic reciprocal basis - in collaboration with the performers' professional organisations - the Contracting Parties express their mutual interest to initiate and carry through joint projects or otherwise assist each other in order to promote the performing arts and the professional interests of the performers.

ARTICLE 7: ADMINISTRATION COSTS

- 7.1 The Contracting Parties cover their own costs incurred under the administration of this Agreement.

ARTICLE 8: SETTLEMENT OF DISPUTES

- 8.1 The Contracting Parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.
- 8.2 Such disputes shall be settled, first and foremost, by arbitration upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the said dispute shall be submitted to and governed by the law of the Defendant's court of venue.
- 8.3 The language and place of arbitration are those of the registered office of the defendant, unless otherwise agreed.

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ARTICLE 9: FORCE MAJEURE AND HARDSHIP

- 9.1 If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with article 8. The parties will renegotiate this Agreement in good faith in order to take into account the changes that have occurred.

ARTICLE 10: UNTRANSFERRABILITY OF THIS AGREEMENT

- 10.1 Neither of the Contracting Parties shall have the right to assign all or parts of this Agreement to any third party whatsoever without the prior written consent of the other Party.

ARTICLE 11: REVISION OF LEGISLATION

- 11.1 In the event of amendments to the applicable national legislation, EU-law or international conventions, or the adoption of new international instruments aiming to introduce new rights or extend existing ones, the Parties hereto agree to amend this Agreement so that the mutual powers of administration may reflect the new provisions or the new rights.

ARTICLE 12: DURATION

- 12.1 This Agreement shall enter into force as from **01 December 2015** and shall remain in force until the end of the fourth calendar year following this date. The Agreement shall subsequently be automatically renewed for a period of one year at a time, unless notice of non-renewal is made by registered mail by either Party no later than six months before the expiry of the contract period.

ARTICLE 13: ANNEX

- 13.1 The Annex to this Agreement forms an integral part of this Agreement.

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Handwritten signatures and initials, including a large signature and the letters "SG".

For Sena
Hilversum, 11/12/15

M.J. Bos
CEO

For SOCINPRO
Rio de Janeiro, 01/12/2015

Sylvio Rodrigues Silva
Director General

Jorge de Souza Costa
Executive Superintendent

ANNEX

ARTICLE 1: PERFORMERS' RIGHTS COVERED BY THIS AGREEMENT

- 1.1 This agreement covers the administration of performers' rights to equitable remuneration for the broadcasting and any other communication to the public in the Netherlands of phonograms published for commercial purposes, including: broadcasting, rebroadcasting, the retransmission by cable of broadcasts and public performance, as protected under national law, and the applicable international conventions.
- 1.2 The criterion for the protection considering rights to remunerations of performers in the Netherlands is the nationality of the producer, as laid down in the Dutch Neighbouring Rights Act 1993 (Stb. 178) as last amended.

ARTICLE 2: OBJECTIVE OF THIS AGREEMENT

- 2.1 The objective of this Agreement is the transfer from Sena to SOCINPRO of remuneration distributed to individual performers represented by SOCINPRO, as from **01 January 2016 for the first time concerning the remuneration collected over 2015**

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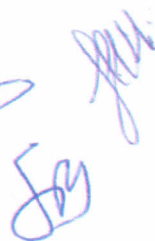
ARTICLE 3: EXCHANGE OF INFORMATION

- 3.1 Once a year, before the end of March, SOCINPRO shall provide Sena with the following full databased information on performers who are covered by this Agreement:
- the surname, the given name, the date of birth, the identification number of the performer and/or the IPN, the pseudonym(s) and the name(s) of the group(s) to which he/she belongs;
- 3.2 Once a year, before the end of July, Sena shall provide SOCINPRO with information regarding phonograms being broadcast in the previous year for which Sena needs to know the identities and functions of the performers and/or information concerning the nationality of the producers and/or place of fixation of the phonogram, in order to be able to distribute the remuneration due to performers of SOCINPRO.
- 3.3 Once a year, before the end of September, SOCINPRO shall provide Sena with the following information:
- the number, the given name(s), surname(s) and the identification number(s) and/or IPN of the performers concerned per broadcast phonogram;
 - the activities/roles of these performer(s);
 - the name and nationality of the producer of the phonogram, the date and place of first fixation of the phonogram, the reference catalogue and, if possible, the ISRC.
- 3.4 Technical procedures regarding the exchange of information as mentioned in the articles 3.1-3.3, shall be discussed between the Contracting Parties.

ARTICLE 4: TRANSFER OF REMUNERATION

- 4.1 Once a year, before the end of the month November, Sena shall provide SOCINPRO with a list in digital format of databased information on the amounts to be passed on to named performers of SOCINPRO, with reference to the collection period. More detailed information will be supplied on request.

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- 4.2 Sena shall transfer the remuneration collected no later than the end of December in its own currency.

ARTICLE 5: PAYMENT OF THE BENEFICIARIES

- 5.1 SOCINPRO shall pass on the remuneration specified to the named performers, without any deduction, other than the administration costs mentioned in article 7.1 of the Agreement, within a maximum time limit of six months starting on the date that the funds were received. The origin of the distributed sums should thereby be specified.
- 5.2 The amounts transferred and for which the payment address of the beneficiary cannot be identified or which cannot be paid out to the performers for any other reason within six months, shall be returned to Sena. The amounts shall be returned no later than 30 days after expiration of the six month period.

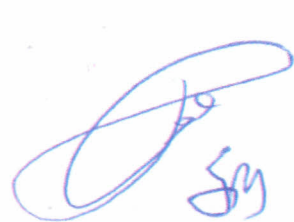

ARTICLE 6: NON-TRANSFER OF REMUNERATION

- 6.1 Individual remuneration reserved for right-holders who are residents of Brazil but not members of SOCINPRO who cannot be properly identified stays in the Netherlands.
- 6.2 Individual remuneration to performers from Brazil which cannot be transferred by way of this Agreement shall be reserved by Sena in accordance with the national rules of limitation and subsequently distributed according to the applicable national distribution rules.

ARTICLE 7: FISCAL MODALITIES

- 7.1 Sena shall not deduct tax at source on collected remuneration in the country of collection, in accordance with the double taxation treaty, as signed between the Netherlands and Brazil. This tax deduction will take place in the receiving country.

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ARTICLE 8: CONTROL PROCEDURES

- 8.1 Sena shall have access to all relevant information on the performers, registered phonograms and documents within the office premises of SOCINPRO, which enables Sena to exercise control of the proper functioning of this Agreement.
- 8.2 Upon request Sena is obliged to supply SOCINPRO with all specific information on the actual use of performers' phonograms available.
- 8.3 Upon request the external accountants of the Contracting Party are obliged to supply to the other Party an audit of Accuracy, Completeness, and Delivery in time of the supplied information. If requested by the receiving Party, its own external accountant shall review the provided audit.
- 8.4 The Contracting Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of this Agreement.

Three handwritten signatures in blue ink are visible. The first signature on the left is a stylized, cursive name. The second signature in the middle is a smaller, more compact cursive mark. The third signature on the right is a large, flowing cursive signature.

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ARTICLE 9: MISCELLANEOUS

- 9.1 Remuneration collected under this Agreement shall be distributed in accordance with the letter of the Agreement even though the Agreement itself has expired or either of the Parties has ceased its activities.

For Sena

Hilversum,

11/12/05

M.J. Bos
CEO

For SOCINPRO

Rio de Janeiro,

01.02.2015

Sylvio Rodrigues Silva
Director General

Jorge de Souza Costa
Executive Superintendent