

CONTRACT OF UNILATERAL REPRESENTATION

Between the undersigned:

the **Vereniging BUMA** (hereinafter called "BUMA"), whose registered office is in the Netherlands at Hoofddorp, Siriusdreef 22-28, represented by Mr Cees Vervoord, C.E.O.

on the one part:

and

Socinpro (hereinafter called "SOCINPRO"), whose registered office is in Brasil at Rio de Janeiro, Av. Beira Mar, 406 / 1205, Centro, 20021-060, represented by Jorge S. Costa, Director General

on the other part:

it is agreed as follows:

Art. 1. - (I) By virtue of the present contract, SOCINPRO confers on BUMA the non-exclusive right, in the territories in which this latter Society operates (as they are defined and delimited in Art. 6 (1) hereafter), to grant the necessary authorizations 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".

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

The public audition or public performance by mechanical means such as phonographic records, wires, sound tracks (magnetic and otherwise) etc. may only be authorized if the mechanical right owner (or his representative) has prior thereto authorized the mechanical reproduction of the sound carrier in question for the purposes of its public performance.

Authorization for wireless diffusion and transmission is subject to the condition that the broadcasting organization has received the consent of the mechanical right owner (or his representative), on the one hand for its own recordings and on the other hand for the use of sound carriers made by third parties.

The provisions of the two preceding paragraphs are not applicable in countries where law or case law do not grant the author the right to control the use of recordings the making of which he has authorized.

Authorization for performance by processes of projection (sound film) is subject to the condition that the synchronization right has been duly granted by the copyright owner (or by his representative).

- Art. 2. - (I) The non-exclusive right to authorize performances, as referred to in Art. 1, entitles BUMA, 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 SOCINPRO and to grant the necessary authorizations for such performances;
 - b. to collect all royalties required in return for the authorizations granted by it (as provided in a) above); to receive all sums due as indemnification or damages for unauthorized performances of the works in question;
 - 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 authorization of one of SOCINPRO, BUMA 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 of this clause shall be null and void without the fulfillment of any formality.

- Art. 3. - (I) In virtue of the powers conferred by Articles 1 and 2, BUMA 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, BUMA 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, BUMA 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.

(II) BUMA undertakes to send to SOCINPRO any information for which it may be asked concerning the tariffs it applies to different kinds of public performance in its own territories.

- Art. 4. - SOCINPRO shall place at the disposal of BUMA 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 Art. 2 (I) above.

- Art. 5. - (I) SOCINPRO shall place at the disposal of BUMA all documents, records and information enabling it to exercise effective and thorough control over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and checking performance programmes.

BUMA shall inform SOCINPRO of any discrepancy which it notes between the documentation received from SOCINPRO and its own documentation or that furnished by another Society.

(II) In addition, SOCINPRO shall have the right to consult all BUMA's records and to obtain all information from it relating to the collection and distribution of royalties to enable it to check the administration of its repertoire by BUMA.

(III) SOCINPRO may accredit a representative to BUMA to carry out on its behalf the check provided for in paragraphs (I) and (II) above. The choice of this representative shall be subject to the approval of BUMA to which he is to be accredited. Refusal of such approval must be motivated.

TERRITORY

Art. 6. - (I) The territories in which BUMA operates are as follows: The Netherlands, Netherlands Antilles, Surinam, Aruba ;

(II) For purposes of satellite broadcasting, internet and cable retransmission BUMA and SOCINPRO will consider the territorial scope of the mandate given to BUMA within Europe as follows: the territory of the European Economic Area as this may be changed from time to time by further accessions to the EEA and/or EU.

DISTRIBUTION OF ROYALTIES

Art. 7. - (I) BUMA undertakes to do its utmost to obtain programmes of all public performances which take place in its territories and to use these programmes as the effective basis for the distribution of the total net royalties collected for these performances.

(II) The allocation of sums collected in respect of works performed in the territories of BUMA shall be made in accordance with Article 3 and the distribution rules of BUMA, having regard, nevertheless, to the following paragraphs:

- a. Where all the parties interested in a work are members of a single Society other than BUMA, the whole (100%) of the royalties accruing to that work shall be distributed to the Society of which the said interested parties are members.
- b. In the case of a work the parties interested in which are not all members of the same Society but of whom none is a member of BUMA, the royalties shall be distributed in accordance with the international index cards (that is, the index cards or equivalent notifications sent and accepted by the Societies of which the interested parties are members).

In the case of contradictory index cards or notifications, BUMA may distribute the royalties in accordance with its Rules, except where different interested parties claim the same share, when such share may be put into suspense until agreement has been reached between the Societies concerned.

- c. In the case of a work one at least of whose original creators belongs to BUMA, BUMA may distribute the royalties in accordance with its own Rules.
- d. The publisher's share of the royalties accruing to a work, or the total share of all the publishers or sub publishers of a work, no matter how many, shall in no case exceed one half (50%) of the total royalties accruing to the work.



