

**CONTRACT OF UNILATERAL REPRESENTATION
FOR PERFORMING RIGHTS**

Between the undersigned

The Association GCA (hereinafter referred to as GCA) whose registered office is at Building II, Merab Kostava 63, 0171 Tbilisi, Georgia; represented by its Chairman of the Board, Giga Kobaladze, specifically authorised for the purposes of the present contract.

On the one part;

And

SOCIEDADE BRASILEIRA DE ADMINISTRAÇÃO E PROTEÇÃO DE DIREITOS INTELECTUAIS (hereinafter referred to as SOCINPRO) whose registered office is at AV. PRESIDENTE WILSON, 210 – 9º ANDAR – RIO DE JANEIRO – BRAZIL – CEP 20030-021, represented by its JORGE DE SOUZA COSTA, GENERAL DIRECTOR and SYLVIO RODRIGUES SILVA, SECRETARY DIRECTOR, specifically authorised for the purposes of the present contract.

On the other part;

It is agreed as follows:

Art. 1.-

(I) By virtue of the present contract, SOCINPRO confers on the GCA 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 GCA 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(s)" 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), by 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 (such as 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 authorised if the mechanical right owner (or his representative) has prior thereto authorised the mechanical reproduction of the sound carrier in question for the purposes of its public performance.

Authorisation for wireless diffusion and transmission is subject to the condition that the broadcasting organisation 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 does not grant the author the right to control the use of recordings the making of which he has authorised.

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

Art. 2.-

(I) The exclusive right to authorise performances, as referred to in Art. 1, entitles GCA, 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 one of the contracting societies, the other contracting society 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.

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The foregoing shall however not prevent either of the Contracting Societies to (i) at its own discretion, exercise all its rights and obligations under this Contract through, or assign or transfer any of its rights and delegate any of its duties hereunder, to a wholly-owned or partially owned subsidiary, parent company or joint venture and such subsidiary's or joint venture's group companies, or (ii) for the purpose of fulfilling its obligations under this Contract, following written notice to the other Contracting Society (e-mail sufficient), engaging any other back-office provider, provided that the Contracting Societies in both (i) and (ii) shall remain primarily liable for and hereby guarantee the full performance of this Contract.

(ii) The allocation of sums collected in respect of works performed in the territories of GCA shall be made in accordance with Article 3 distribution rules of GCA, having regarded, nevertheless, to the following paragraph:

Art. 3.-

(I) In virtue of the powers conferred by Articles 1 and 2, GCA 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 relevant territory, unless, in virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection. Moreover, GCA 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, GCA 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 GCA applies to works in its own repertoire.

(II) GCA 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.

(c) In the case of a work one at least of whose original creator belong to the distribution society, this latter society may distribute the royalties in accordance with its own rules.

Art. 4.-

SOCINPRO shall place at the disposal of GCA 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.

(e) Where a work, in the absence of an international index card or equivalent documentation, is identified only by the name of the composer or member of a society, the distributing society shall use its best efforts to send the total of the royalties accruing to that work to the composer's society. If the work is not identified in this way, the distributing society shall use its best efforts to identify the composer or member of a society.

Art. 5.-

(I) Each contracting party shall place at the disposal of the other all documents, records and information enabling it to exercise effective and thorough central over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and checking performance programmes.

The society receiving royalties distributed according to the foregoing rules is responsible, in the case of a discrepancy, for identifying the cause of the discrepancy. In particular, each contracting party shall inform the other of any discrepancy which it notes between the documentation received from the other society and its own documentation or that furnished by another society.

(f) Where a member of one of the societies has acquired the rights to adapt, arrange, re-publish or exploit a work in the repertoire of the other, the distribution of royalties shall be made with due regard to the provisions of the present Article and of the 'Confederal Statute of sub-publication' established by the CISAC.

TERRITORY

Art. 6.-

(I) The territories in which the GCA operates are as follows: Georgia.

DISTRIBUTION OF ROYALTIES

Art. 7.-

(I) GCA undertakes to do its utmost to obtain programmes of all 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.

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

a) Where all the parties interested in a work are members of a single society other than the distributing society, 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 the distributing society, the royalties shall be distributed in accordance with the International Index Cards (of the International Confederation of Societies of Authors and Composers, hereinafter "the CISAC" or "the Confederation")..

In the case of contradictory index cards or notifications, the distributing society 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 creator belong to the distribution society, this latter society 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.

e) Where a work, in the absence of an international index card or equivalent documentation, is identified only by the name of the composer being a member of a society, the distributing society shall use its best efforts to send the total of the royalties accruing to that work to the composer's society. If the work is an arrangement of a non-copyright work, the royalties are to be paid to the arranger's society insofar as he is known. In the case of lyrics adapted to a non-copyright work, the royalties are to be sent to the lyric writer's society.

The society receiving royalties distributed according to the foregoing rules is responsible, in the case of mixed works, for making any necessary transfers to other societies interested in the work and for informing the distributing society by means of international index cards or equivalent documentation.

f) Where a member of one of the societies has acquired the rights to adapt, arrange, re-publish or exploit a work in the repertoire of the other society, the distribution of royalties shall be made with due regard to the provisions of the present Article and of the "Confederal Statute of sub-publication" established by the CISAC.

4) the royalties credited to each work, indicated in the currency of the distributing contracting society; and

5) the category of royalties (e.g. online, live, etc) and the period covered by each remittance

(II) Each society shall also provide the other with a copy of its current articles of association and rules, including its distribution plan and shall inform it of any subsequent modifications made thereto while the present contract is in force.

Art. 11.-

(I) The members of SOCINPRO shall be protected and represented by GCA under the present contract without the said members being required by the society representing them to comply with any formalities and without their being required to join GCA.

(II) Nevertheless, the preceding clause shall not be interpreted as prohibiting either of the contracting societies from accepting as members natural persons who enjoy refugee status in its own territories of operation, or who have been authorized to settle there and have actually been resident there for at least one year and to do so as long as they continue to reside there. Such membership shall not apply to the territory of the society operating in the country of which the author is a national.

(III) Each contracting society undertakes not to communicate directly with members of the other society, but, if occasion arises to communicate with them through the intermediary of the other society.

(IV) Any disputes or difficulties which may arise between the two contracting societies relating to the membership of an interested party or assignee shall be settled amicably between them in the widest spirit of conciliation.

CONFEDERATION

Art. 12.-

The present contract is subject to the provisions of the statutes and decisions of the CISAC.

DURATION

Art. 13.-

The present contract shall come into force as from January 1st, 2019 and subject to the terms of Art. 14 shall continue in force from year to year by automatic extension if it has not been determined by registered letter at least six months before the expiration of each period.

Art. 14.-

Notwithstanding the terms of Art. 13, the present contract may be determined immediately by one of the contracting societies:

a) If an alteration is made in the articles of association, rules or distribution plan of the other society such as may modify in an appreciably unfavourable way the enjoyment or exercise of the patrimonial rights of the present owners of the copyrights administered by the society represented. Any change of this nature shall be verified by the competent body of the CISAC. After such verification, the Confederation's Board of Directors may allow the representing society a period of three months to remedy the situation thus created. When this period has expired without the necessary steps having been taken by the society in question the present contract may be terminated by the unilaterally expressed wish of the society represented, if it so decides;

b) If such a legal or factual situation arises in the country of one of the contracting society that the members of the other society are placed in a less favourable position than the members of the society of the said country, or if one of the contracting societies puts into practice measures resulting in a boycott of the works in the repertoire of the other contracting society.

At Tbilisi On

LEGAL DISPUTES – JURISDICTION

Brazil,

2019

Art. 15.-

Signed

(I) Each of the contracting societies may seek the advice of the Confederation's Board of Directors about any difficulty which may arise between the two societies regarding the interpretation or performance of this contract.

Read and approved,

By the (II) The two societies may, if need be, agree to resort to arbitration by the Confederation's appropriate authority in order to settle any dispute that may arise between them with regard to the present contract.

Mr. Gig (III) If the two contracting societies do not think it appropriate to resort to arbitration by the Confederation, or to arrange between them for arbitration, event independently of the Confederation, in order to settle their disagreement, the competent Court to decide the issue between them shall be that in which the defendant society is domiciled.

MISCELLANEOUS

Art. 16.-

(I) Each of the Contracting Societies hereby warrants to the other, during the term of this Contract that it has full power and authority to enter into the Contract and to grant the rights and powers referred to and give to the other Contracting Society all permissions and authorities contained in the Contract. Provisions of this Contract shall be subject to the condition that relevant licenses are issued to the Contracting Societies by their national Intellectual Property Offices, when such licenses are needed according to the national legislation of the Contracting Societies, and to the scope of the issued licenses.

(II) Changes, modifications or amendments to this Contract shall be valid only if agreed in writing by both Contracting Societies.

(III) This Contract shall be binding upon and inure to the benefit of the successors and permitted assignees of the Contracting Societies.

(IV) This Contract may be validly executed, exchanged and delivered by fax or scanned and e-mailed.

(VI) Each Contracting Societies shall be responsible for and pay all costs and expenses incurred by it in connection with the negotiation, preparation, execution and implementation of this Contract and all documents and matters referred to it.



CONTRACT OF UNILATERAL REPRESENTATION

Executed in good faith in the same number of copies as there are parties to this contract,

At Tbilisi On , 2019

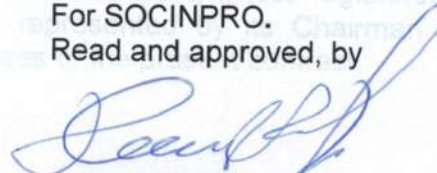
Rio de Janeiro, Brazil, , 2019

Between the undersigned
Signed:

For the GCA
Read and approved,
By Chairman of Board:

On the one part,
.....
Mr Giga Kobaladze

For SOCINPRO.
Read and approved, by


Jorge de Souza Costa
General Director




Sylvio Rodrigues Silva
Secretary Director

On the other part:
It is agreed as follows:

Art. 1.-

(I) By virtue of the present contract, SOCINPRO confers on the GCA the exclusive right, in the territories in which this latter society operates (as they are defined and delimited in Art. 6 (II) 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.

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