

CONTRACT OF UNILATERAL REPRESENTATION
(PERFORMING RIGHT)

BETWEEN

SAMRO and SOCINPRO

the undersigned:

SOUTHERN AFRICAN MUSIC RIGHTS ORGANISATION LIMITED (SAMRO), whose registered office is at SAMRO Place, 20 De Korte Street, Braamfontein, Johannesburg 2001, South Africa; represented by its Chief Executive Officer, Nicholas M. Motsatse on the one part; and

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais (SOCINPRO), whose registered office is at Av. Presidente Wilson, 210 – Gr. 09 – Centro – 20030-021 Rio de Janeiro – Rj. Represented by its President, Jorge S. Costa, on the other part.

IT IS AGREED AS FOLLOWS:

Article 1

- (I) SOCINPRO assigns exclusively to SAMRO the performing right (as defined in paragraph III of this Article), in the territory in which this latter Society operates (as defined in Article 6(I) hereafter) and the right to authorize 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 assignment of the performing right referred to in the preceding paragraph is assigned insofar as the performing 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 "performing right" includes any right that now exists or may exist in the future of performance of any musical work in public by any means whether now known or later invented and in any manner, of broadcasting of any musical work, of transmission of a musical work in a diffusion service, or of communication of any musical work to the public or authorizing or prohibiting any public performance, broadcast, diffusion, or any communication of any work to the public within the territories in which each of the contracting Societies operates.

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"Public performance" shall have a corresponding meaning and without limiting the generality of the foregoing, includes performances whether instrumental or vocal or both and whether provided by live means, by mechanical means (including but not limited to analog or digital sound recordings whether phonographic recordings, discs, wires, tapes, sound tracks and similar devices capable of reproducing sound); by processes of projection (including but not limited to videogrammes, whether sound film, tape, and similar devices capable of reproducing sound); by means of telecommunication (including but not limited to wire, radio, visual, optical or other electromagnetic system) and whether by radio or television communication, broadcast, diffusion or other transmission; and by any process whatsoever whether wired or wireless, (including but not limited to radio, television, telephonic apparatus, cable, fibre optic, satellite and similar means and devices); and whether made directly, relayed, rebroadcast or retransmitted.

- (III) Nothing shall imply authorization, consent or grant of any licenses in respect of mechanical reproduction rights or synchronization rights.

Article 2

- (I) The assignment of the performing right as referred to in Article 1, entitles SAMRO, 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 the other Society and to issue the necessary authorizations for such performances;
 - (B) to collect all royalties required in return for the authorizations issued by it as provided in (A) above;
 - (C) to receive all sums due as indemnification or damages for unauthorized performances of the works in question;
 - (D) 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;
 - (E) to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
 - (F) 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 authorization of SOCINPRO, SAMRO may not in any circumstances assign or transfer to a third party all or part of the exercise of the prerogatives or faculties to which it is



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otherwise entitled under the said contract and in particular under Article 2(I). Any transfer effected contrary to this clause shall be null and void without the fulfillment of any formality.

With regard to direct broadcasting by satellite, the contracting societies agree that the rights conferred by issue of Article 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 from territories within which the contracting Societies operate Except as regards a transfer limited to the administration of rights for purposes of diffusion by means of a fixed service satellite or similar device and operated in favour of a Society having concluded a reciprocal representation contract with each of the contracting Societies.

Article 3

- (I) By virtue of the powers conferred by Articles 1 and 2, SAMRO 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 by virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection Moreover, SAMRO 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, SAMRO shall apply to works in the repertoire of SOCINPRO the same tariffs, methods and means of collection and distribution of royalties as those which it applies to works in its own repertoire.

- (II) Each of the contracting Societies undertakes to send to the other Society (subject to what is agreed to hereafter in Article 7) any information for which it may be asked concerning the tariffs it applies to different kinds of public performance in its own territories.
- (III) For the purpose of co-ordinating their efforts to raise the level of copyright protection in their respective countries and with a view to equating the economic content of the present contract, each Society undertakes, at the request of the other Society, to seek the most effective means to this end.

Article 4

SOCINPRO shall place at the disposal of SAMRO all documents enabling the latter to justify the repertoire it is responsible for licensing and 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 SAMRO all documents, records and information enabling it to exercise effective and thorough control over its

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interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and verifying performance programmes. In particular, SOCINPRO shall inform SAMRO of any discrepancy which it notes between the documentation received from SAMRO and its own documentation or that furnished by another Society. Each party will endeavour to be completely transparent and open in all its dealings with the other.

- (II) In addition, each of the contracting Societies shall have the right to consult all the other Society's records and to obtain all information from it relating to the collection and distribution of royalties to enable SOCINPRO to verify the administration of its repertoire by SAMRO and to review the documentation referred to in paragraph (1).
- (III) Each contracting Society may accredit a representative to the other Society to carry out on its behalf the verification provided for in paragraphs (I) and (II) above. The choice of this representative shall be subject to the approval of the Society to which he or she is to be accredited. Refusal of such approval must be motivated.
- (IV) It is agreed that any questions, difficulties or problems arising from such a visit or review, will be communicated to the other Society in a constructive and open manner.

TERRITORY

Article 6

- (I) The territory in which SAMRO operates is the Republic of South Africa; Republic of Botswana; Kingdom of Lesotho and Kingdom of Swaziland.
- (III) For the duration of the present contract, each of the contracting Societies shall refrain from any intervention within the territory of the other Society in the latter's exercise of the mandate conferred by the present contract.

DISTRIBUTION OF ROYALTIES

Article 7

- (I) SAMRO 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.
- (II) The allocation of sums collected in respect of works performed in the territory of SAMRO shall be made in accordance with Article 3 and the distribution rules of the distributing Society, having regard, nevertheless, to the International Documentation and Distribution Procedures established by CISAC and approved by the Board of Directors of CISAC, and any subsequent amendments to or new versions of those procedures, nevertheless having regard to the following paragraphs:
 - (A) where all interested parties in a work are members of a single Society other than the distributing Society, the whole (100%) of the net distributable royalties accruing to that work shall be distributed to the

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Society of which the said interested parties are members.

- (B) in the case of a work in which the interested parties 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 international documentation (that is, the work registration information or equivalent notifications sent and accepted by the Societies of which the interested parties are members).

in the case of contradicting documentation 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 where at least one of the original creators belongs to the distributing 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 international documentation or equivalent notifications, is identified only by the name of the composer being a member of a Society, the total of the royalties accruing to that work is to be sent 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.
- (F) where a member of SOCINPRO has acquired the rights to adapt, arrange, republish or exploit a work in the repertoire of another Society, the distribution of the royalties shall be made with due regard to the provisions of the present Article and the "confederal statute of sub-publication" established by CISAC.

Article 8

- (I) SAMRO shall be entitled to deduct from the sums it collects on behalf of SOCINPRO the percentage necessary to cover its effective administration expenses. This necessary percentage shall not exceed that which is deducted for this purpose from sums collected for members of the distributing Society, and the latter Society shall always endeavour in this respect to keep within reasonable limits, having regard to local conditions in the territory in which it operates.
- (II) When SAMRO does not make any supplementary collection for the purpose of supporting its members' pensions, benevolent or provident funds, or for the encouragement of the national arts, or in favour of any funds serving similar purposes, SAMRO shall be entitled to deduct from the sums collected by it on



behalf of SOCINPRO 10% at the maximum of net distributable domestic income, which shall be allocated to the said purposes.

- (III) Any other deductions, apart from taxes, that SAMRO may make or be obliged to make from the net royalties accruing to SOCINPRO would require special arrangements between the contracting parties so as to enable SAMRO not making such deductions to recoup itself as far as possible from the royalties collected by it for the account of SOCINPRO.
- (IV) No part of the royalties collected by SAMRO for the account of SOCINPRO in consideration of the authorizations which it issues solely for the copyright works which it is authorized to administer, may be regarded as not distributable to SOCINPRO. With the exception, therefore, only of the deduction mentioned in paragraph (I) of this Article, and subject to the provisions of paragraphs (II) and (III) of the said Article, the net total of the royalties collected SAMRO for the account of SOCINPRO shall be entirely and effectively distributed to the latter.

Article 9

- (I) SAMRO shall distribute to SOCINPRO the sums due under the terms of the present contract as and when distributions are made to its own members and at least once a year. Payment of these sums shall be made within 90 days following each distribution, barring duly ascertained cases outside SAMRO's control.
- (II) Each payment shall be accompanied by a distribution statement in such form as to enable SOCINPRO to allocate to each interested party, whatever his membership or category as member, the royalties accruing to him. These statements shall be uniform in style and content and conform to the standards recommended from time to time by the Technical Committees of CISAC and BIEM and approved by the Board of Directors of CISAC.
- (III) Settlements shall be made by SAMRO in a transferable currency at international rates current on the date of payment.
- (IV) SAMRO shall remain responsible to SOCINPRO for any error or omission which it may make in the distribution of the royalties accruing to works in the repertoire of SOCINPRO.
- (V) The fact that the date for settlement of accounts agreed upon between the contracting Societies has fallen due, shall constitute without any formality, a formal demand on SAMRO to make the payment due to SOCINPRO on the date in question. This provision shall be subject to force majeure.
- (VI) If legislative or statutory measures impede the free exchange of international payments, or exchange control agreements have been or will be concluded in the future, between the countries of the two contracting Societies, SAMRO shall:
 - (A) without delay, immediately after drawing up the distribution accounting for SOCINPRO, take all necessary steps and comply with all formalities as required by its national authorities in order to ensure that the said payments can be effected at the earliest possible moment;




- (B) inform SOCINPRO that the said steps have been taken and formalities complied with when sending to it the statements mentioned in paragraph (II) of the present Article.

Article 10

- (I) Subject to paragraph (III) of this article, SOCINPRO shall provide SAMRO with a complete and detailed list of the real names and the pseudonyms of its members, including the date of decease of those author and composer members who are deceased at the time when the present contract is concluded whose right it continues to represent. Again, subject to paragraph (III) of this article, SOCINPRO shall from time to time send to SAMRO, in similar form, supplementary lists indicating additions, deletions or alterations to the principal list of members, and, at least once a year, a list of its author and composer members who have died in the course of the year.
- (II) SAMRO shall also provide SOCINPRO with a copy of its current Constitution and Rules, including its Distribution Plan and shall inform it of any subsequent modifications made thereto while the present contract is in force.
- (III) The obligations under this Article may be effected by SOCINPRO by supplying on a regular basis to the IPI Centre of CISAC (SUISA), the complete and detailed information stipulated in paragraph (I) above.

Article 11

- (I) The members of SOCINPRO shall be protected and represented by SAMRO under the present contract without the said members being required by SAMRO to comply with any formalities and without their being required to join SAMRO.
- (II) While this contract is in force, neither of the contracting Societies may, without the consent of the other, accept as member any member of the other Society or any natural person, firm or company having the nationality of one of the countries in which the other society operates. Any refusal to consent to such acceptance by the other society must be duly motivated. In the absence of a reply within three months, following a request sent by recorded delivery letter, it shall be presumed that agreement has been given.
- (III) 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 or 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.
- (IV) Each contracting Society undertakes not to communicate directly with members of the other Society, but, if the occasion arises, to communicate with them through the intermediary of the other Society.
- (V) 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

Article 12

The contracting Societies shall have regard to the provisions of the Statutes and decisions of the International Confederation of Societies of Authors and Composers.

DURATION

Article 13

The present contract shall come into force for an initial period of five years as from the 1st day of July 2011 and, subject to the terms of Article 14, shall thereafter continue in force from year to year by automatic extension if it has not been terminated by certified mail at least six months before the expiration of each period.

Article 14

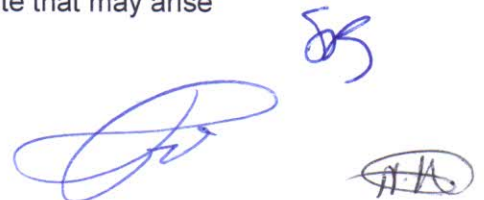
Notwithstanding the terms of Article 13, the present contract may be terminated by one of the contracting Societies:

- (I) If an alteration is made in the Articles of Association, Rules or Distribution Plan of SAMRO 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 in respect of this agreement. Any change of this nature shall be verified by the competent body of CISAC. After such verification the Board of Directors of CISAC may allow SAMRO a period of three months to remedy the situation thus created. When this period has expired without the necessary steps having been taken by SAMRO, the present contract may be terminated by the unilaterally expressed wish of SOCINPRO, if it so decides;
- (II) If such a legal or factual situation arises in the country of one of the contracting Societies 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.
- (III) If each of the contracting Societies files for liquidation, makes an offer of compromise with its creditors, or operates in circumstances of insolvency.

LEGAL DISPUTES - JURISDICTION

Article 15

- (I) Each of the contracting Societies may seek the advice of the Board of Directors of CISAC about any difficulty which may arise between the two Societies regarding the interpretation or performance of this contract.
- (II) The two Societies may, if need be, and after attempting conciliation before the body mentioned in **Article 10 of the Statutes**, agree to resort to arbitration by CISAC's appropriate authority in order to settle any dispute that may arise



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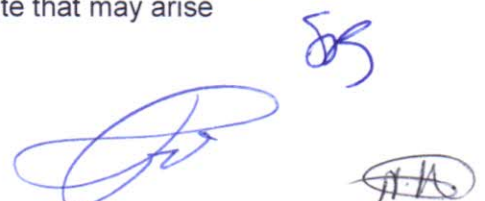
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between them with regard to the present contract.

- (III) If the two contracting Societies do not think it appropriate to resort to arbitration by CISAC, or to arrange between them for arbitration, even independently of CISAC, 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.

Executed in good faith in two copies.

Dated in Johannesburg, South Africa on 01 October 2011

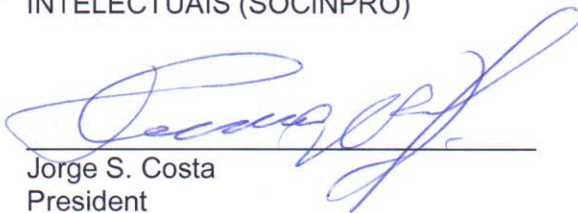
and in Rio de Janeiro, Rj on 30 November 2011

SOUTHERN AFRICAN MUSIC RIGHTS ORGANISATION, LIMITED (SAMRO)

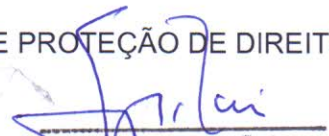


Nicholas Motsatse
Chief Executive Officer

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