

## UNILATERAL AGREEMENT

The undersigned Parties:

### SOCINPRO

SOCINPRO- Sociedade Brasileira de Administração e Proteção dos Direitos Intelectuais, com na Av. Presidente Wilson, nº 210, 9º andar, Centro, Rio de Janeiro, CEP 20030-021, Tel +55(21)2220-3580, Brasil  
Represented by Jorge de Souza Costa, Director General,

On the one hand

And

### CPRA/GEIDANKYO

11F Tokyo Opera City Tower, 3-20-2 Nishi Shinjuku, Shinjuku-ku, Tokyo  
1631466 Japan

Phone: +81-3-3379-3574, FAX: +81-3-3379-3589

Represented by Mr. Joe Sakimoto, Chairman of CPRA Executive Committee

On the other hand

Declare that

Whereas the Brazilian Laws on Collecting Societies of Neighbouring Rights, (Brazilian Copyright Law No nº 5988/73, 9.610/98 and 12853/2013, allow the possibility of establishment of different collecting societies for the same rights in Brazil.

Whereas SOCINPRO is one of the collecting, societies incorporated in Brazil in accordance to the legislation quoted above.

Whereas SOCINPRO wishes to appoint CPRA/GEIDANKYO as representative of its repertoire in Japan

Whereas SOCINPRO acknowledges that CPRA/GEIDANKYO has established an effective system of management that enables it to distribute remuneration, royalties and/or compensation (hereinafter collectively referred to as "Remuneration") to performers on an individual basis, in, as far as possible, proportion to the actual use of their protected recordings;

Whereas the purpose of this Agreement is to facilitate the payment by CPRA/GEIDANKYO to SOCINPRO of the Remuneration due to performers represented by SOCINPRO;

And Whereas CPRA/GEIDANKYO is able to allocate individual Remuneration to SOCINPRO Members on an accurate, databased system of distribution and according to the same rules as for its own members, from the entry into force of this Agreement;

They now enter into the following:



The Contracting Parties mutually recognize the statutes, bylaws, internal regulations, and distribution rules of the other Contracting Party.

## AGREEMENT

### Article 1 - Territory of the Agreement

This Agreement covers the management of SOCINPRO members performers' rights in the territory of JAPAN.

SOCINPRO is operating in Brazil under the Brazilian Copyright Law No. 5988/73, 9.610/98 and 12853/2013, as amended and modified to protect all performers who are citizens, subjects or residents of territories which are signatories of the Rome Convention.

CPRA/GEIDANKYO is operating in JAPAN under the provisions of the Copyright Law of Japan (Law No.48 of May 1970, as amended by Law No.70 of Dec. 30 2018), and of its bylaws and internal regulations.

### Article 2 - Authorization to Manage

On a practical and economic reciprocal basis, the Contracting Parties express their mutual interest SOCINPRO have been empowered by its rightholders to represent them abroad by signing agreements with corresponding societies in other countries and territories.

SOCINPRO warrants that it is entitled to represent its rightholders within the territory determined in Art. 1 with respect to the rights specified in Annex I.

In accordance with the mandates given them by its rightholders, the SOCINPRO empowers CPRA/GEIDANKYO to represent its rightholders in the territory, as to the use of fixed performances protected under applicable national and EU laws and international conventions, with respect to the rights specified in Annex I.

### Article 3 – Rightholders covered by this Agreement

This Agreement covers the rights of only those SOCINPRO performers (rightholders) who have authorised SOCINPRO to represent them within the territory. For the purposes of this Agreement the term "rightholder" means the natural person or entity who/that has authorized SOCINPRO to represent them within the territory.

Heirs of deceased rightholders may also be accepted as rightholders.

### Article 4 - Code of Conduct

By negotiation, the Contracting Parties shall make every effort to settle any disputes that may arise. Amendments will automatically be included, unless objection is expressed by one Contracting Party to the other no later than three (3) months after the amendments have entered into force. In such case, the Contracting Parties agree to renegotiate and update this Agreement accordingly in good faith and in a spirit of collaboration.

### Article 5 - Mutual Recognition of Rules



The Contracting Parties mutually recognize the statutes, bylaws, internal regulations, and distribution rules of the other Contracting Party.

Article 6 - Cooperation

The Contracting Parties will cooperate to ensure that SOCINPRO members receive the rightful remuneration in accordance with the Japan legislation and CPRA/GEIDANKYO's distribution rules

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 for the effective management of the rights specified in Annex I.

The Contracting Parties shall inform each other of any changes in their applicable legislations, statutes, bylaws, internal regulations, and collecting practices or distribution rules, and, once a year, shall provide each other with copies of their audited annual accounts and/or any other documents required by law.

On a practical and economic reciprocal basis, the Contracting Parties express their mutual interest to initiate and carry out joint projects, in assisting with the promotion of the performing arts and the professional interests of performers.

Any claim for remuneration by rightholders of SOCINPRO covered by this Agreement according to Art. 3 shall be settled by SOCINPRO. Thus, no rightholder of SOCINPRO may claim directly from CPRA/GEIDANKYO

Remuneration erroneously paid to SOCINPRO shall be returned CPRA/GEIDANKYO, promptly upon having been notified to do so by CPRA/GEIDANKYO. However, such remuneration may not be reclaimed if it has already been distributed to performers by SOCINPRO, in accordance with Article 5 of Annex I.

Article 7 - Management Costs

The Contracting Parties shall cover their own costs incurred in the application of this Agreement.

In the event that further cost deductions are taken by the receiving Contracting Party, both parties shall agree on the specific and clear conditions upon which such deductions will be based.

#### Article 8 - Settlement of Disputes

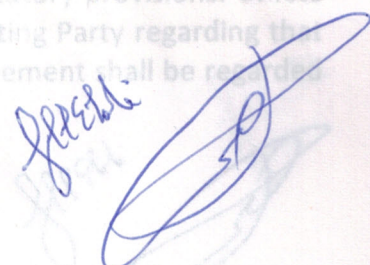
By negotiation, the Contracting Parties shall make every effort to settle any disputes that may arise from or in connection to this Agreement or its application.

#### Article 9 - Force Majeure and Hardship

In the event that a dispute leads to legal proceedings, such dispute shall be submitted to and governed by the laws applicable on the defendant's place of jurisdiction.

#### Article 10 - Confidentiality

Contracting Party or its members in the course of implementing this Agreement shall be recorded as confidential

A handwritten signature in blue ink is written over a circular blue stamp. The signature appears to be 'J. J. J.' or similar. The stamp is partially legible and contains some text, but it is mostly obscured by the signature.



If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligation in accordance with this Agreement, the necessary consequences shall be negotiated by both Contracting Parties or settled in accordance with Art. 8. The Contracting Parties may then renegotiate this Agreement in good faith, taking into account any changes that may have occurred.

December 31<sup>st</sup> 2020 ("End Date").

#### Article 10 - Non-Transferability of the Agreement

None of the Contracting Parties shall have the right to assign this Agreement in part or in whole to any third party whatsoever without the written consent of the other Contracting Party.

Article 11 - Revision of Legislation

In the event of an amendment to an applicable national or EU law or international convention or treaty, or the adoption of a new international instrument having resulted in the introduction of new rights or in the extension of existing ones, the Contracting Parties hereby agree to amend this Agreement in good faith so that the mutual powers of management may reflect the new provisions or rights.

Article 12 - Control Procedures

Subject to mutually agreed date(s) and timeframe(s), the Contracting Parties shall have access to all relevant information on the registered performers, fixed performances, and other documents within the office premises of the other Contracting Party, which enable the Contracting Parties to ensure the proper functioning of this Agreement and which could not be obtained otherwise.

Upon request, the Contracting Parties shall be obliged to supply the other with all specified information available on the actual use of performers' fixed performances.

Furthermore, upon request, the Contracting Party shall be obliged to supply the other at its expense an audit of Accuracy, Completeness, and Delivery in time of the supplied information. If requested by the receiving Contracting Party, an independent accountant, on whom both Contracting Parties agree, shall be designated to review the audit provided.

#### Article 13 - Data Protection

CPRA/GEIDANKYO shall ensure to comply with the provisions and obligations imposed by the applicable data protection legislation or required by SOCINPRO.

SOCINPRO shall be responsible for obtaining any necessary consent for the collection and use of personal data that it may transfer to CPRA/GEIDANKYO.

#### Article 14 - Confidentiality

The Contracting Parties shall take appropriate steps to ensure the confidentiality of information, to the extent required by the other Contracting Party or the applicable statutory provisions. Unless otherwise agreed by the Parties all information obtained from a Contracting Party regarding that Contracting Party or its members in the course of implementing this Agreement shall be regarded as confidential.



# ANNEX I

## Article 15 - Duration

### Article 1 - Performers' Rights Covered by the Agreement

This Agreement shall enter into force starting on the date it is signed and shall remain in force until December 31<sup>st</sup> 2020 ("End Date").

If either of the Contracting Parties wishes to terminate this Agreement on the End Date, it shall give to the other Contracting Party written notice of its intention to terminate no later than six (6) months before the End Date.

If no notice under the previous clause is given, this Agreement shall remain in force automatically for a period of twelve (12) months beyond the former End Date ("Extended End Date") and this clause shall continue to operate to extend the term of this Agreement for successive periods of twelve (12) months, unless written notice of non-renewal is sent via registered mail by one Contracting Party to the other no later than six (6) months before the then applicable Extended End Date.

If one Contracting Party receives funds under this Agreement prior to the other Contracting Party ceasing its activities, the receiving Contracting Party shall remain entitled to distribute such funds in accordance with this Agreement.

Remuneration paid by one Contracting Party to the other under this Agreement prior to termination may be distributed by the receiving Contracting Party even if such distribution takes place after the termination of this Agreement.

Date 29/5/19

For SOCINPRO

Jorge de Souza Costa  
Director General

Date 05/29/2019

For CPRA/GEIDANKYO

Joe Sakimoto  
Chairman,  
CPRA Executive Committee



## ANNEX I

### Article 1 - Performers' Rights Covered by the Agreement

The rights managed by CPRA/GEIDANKYO that are subject to the present agreement are the following:

- Equitable remuneration for broadcasting and diffusion by wire of phonograms published for commercial purposes (Art. 95)
- Rental of phonograms published for commercial purposes (Art. 95ter)
- Compensation for private copying of Audio (Art. 30[2] and 102 [1])

As for the copyright Law of Japan (Law No. 48 of May 1970, as amended by Law No. Law No.70 of Dec. 30 2018).

### Article 2 - Objective of the Agreement

The objective of the Agreement is the annual transfer from CPRA/GEIDANKYO to SOCINPRO of remuneration collected in the Territory on behalf of SOCINPRO members in accordance with Art. 1. of ANNEX1 and the transfer of such remuneration from SOCINPRO to its members.

CPRA/GEIDANKYO shall begin the individual distribution based on sufficient information on the actual use of fixed performances and on the participation of featured and/or non-featured performers starting from year of reference 2017.

### Article 3 - Exchange of Information

#### Article 3.1 - Information on Rightholders

On an annual basis, the SOCINPRO shall provide CPRA/GEIDANKYO with the following and full databased information on its rightholders covered by the Agreement, to substantiate the claims for remuneration. This information shall contain the following, to the extent possible:

First name, last name, date of birth, local ID, pseudonym(s), nationality, country of residence, and group name(s).

#### Article 3.2 - Recording Information for Audio Agreements

Once a year, before end of June, CPRA/GEIDANKYO shall send to SOCINPRO information regarding tracks broadcasted or otherwise used two years earlier for which information is available.

To enable CPRA/GEIDANKYO to distribute on a track level the individualized remuneration due to performers of SOCINPRO, CPRA/GEIDANKYO requires information regarding the specific track and the participating performer(s). This information shall include the below, to the best extent possible:

The Track – Mandatory:

- Track Title + Local Code
- Main Artist + Local Code

The Performer – Mandatory:



- Role Code and/or Performer Role
- First and last name
- Local Code

#### The Track – Optional:

- Album /Single Title(s)
- Catalogue/Reference No(s)
- Year of publication
- Year of recording
- Record Company / Label
- Date and place of first fixation (Country of Recording)
- ISRC
- Composer
- Line-up Completed Field

#### The Performer – Optional:

- Date of birth
- Country of birth/Nationality
- Featured/Non-Featured Artist Count

The above information shall comprise all participating performers, irrespective of their membership or nationality, as available to each Contracting Party.

The Contracting Parties should store the exchanged information regarding the specific tracks and the participating of performers in their national recording databases after finalizing their annual exchange.

#### Article 3.3 – Tax Modalities and Accountability

CPRA/GEIDANKYO apply the system of deduction at source in accordance with the tax legislation of the country of collection, unless specific provisions of an existing tax treaty - to which Brazil and Japan are parties – are applicable.

With respect to the payments of the remunerations and to the invoices to the other Contracting Party, each Contracting Party applies the accountability rules of its national law.

The Contracting Parties mutually provide each other with relevant information regarding applicable tax and accountability rules.

#### Article 4 - Transfer of Remuneration

Once a year and on or before the end of December CPRA/GEIDANKYO shall send lists in digital format of databased information on the amounts to be passed on to specified rightholders of SOCINPRO ("Statement").

CPRA/GEIDANKYO shall transfer the total amount due to such rightholders of SOCINPRO no later than thirty (30) days after communication of the Statement and any necessary documents required by law.

*Handwritten signature and date 05/29/2019*



Payments by CPRA/GEIDANKYO shall be made in Japanese Yen and the cost of transfer shall be paid by CPRA/GEIDANKYO. The initial transfer shall cover the remuneration collected for earning in 2017 and shall be made on or before the end of December 2019.

If in any given year the amounts to be exchanged are not in proper proportion to the costs involved, the Contracting Parties shall agree to pursue the best course of action.

#### Article 5 - Payment to Performers

SOCINPRO shall transfer the remunerations to the specified rightholders no later than 8 (eight) months from the receipt of funds. In the event that any amount of such remuneration cannot be distributed to such rightholders within 12 (twelve) months from its receipt, such amount shall be returned to CPRA/GEIDANKYO, unless SOCINPRO cannot fulfil its obligation due to reasons of force majeure stated in art.9 of this agreement.

If a Contracting Party pleads force majeure as stated in art. 9 of this agreement, the parties agree to settle the payment to performers according to art. 8 "Settlement of Disputes" of this agreement.

Notwithstanding the said, the amounts shall, regardless of art. 9 of this agreement (Art. 10 Force Majeure and Hardship), be returned to CPRA/GEIDANKYO if remuneration has not been distributed to performers by SOCINPRO 36 months after the date of reception of the remuneration.

#### Article 6 - Non-Transfer of Remuneration

Individual remuneration reserved for rightholders who are residents in Brazil but not rightholders of SOCINPRO, or who cannot be properly identified, shall remain in Japan.

Individual remuneration to rightholders that cannot be transferred by way of the Agreement shall be reserved in accordance with the national rules of limitation and subsequently distributed by the applicable national distribution rules.

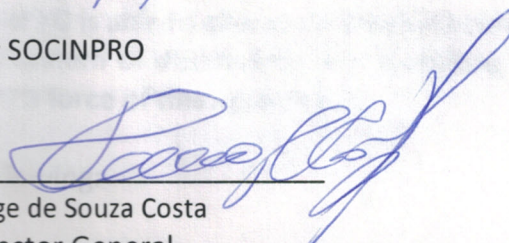
#### Article 7 - Duration

This Annex shall enter into and remain in force simultaneously with the Agreement.

Date

05/15/2019

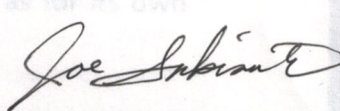
For SOCINPRO

  
Jorge de Souza Costa  
Director General

Date

05/29/2019

For CPRA/GEIDANKYO

  
Joe Sakimoto  
Chairman,  
CPRA Executive Committee

