

## Agreement concerning Rights of Performers between RAAP and SOCINPRO

The undersigned Parties:

RAAP, having its registered offices at  
15 Carysfort Avenue, Blackrock, Co. Dublin, Ireland (hereinafter referred to as  
"RAAP"), and

SOCINPRO, having its registered offices at  
Avenida Presidente Wilson, 210-9 andar, CEP 20030-021, Rio de Janeiro, Brazil

### A. WHEREAS:

1. RAAP has the objective to collect, without pursuit of profit for itself, equitable remuneration on behalf of performing artists as defined by the Copyright Act 2000, in Ireland
2. RAAP distributes the equitable remuneration to those Artists in accordance its Articles of Association and the legislation governing same;
3. SOCINPRO represents the performing artists more particularly listed in the schedule hereto (hereinafter referred as "SOCINPRO Artists");
4. RAAP and SOCINPRO have agreed that RAAP shall make payments to SOCINPRO of the equitable remuneration due to the SOCINPRO artists subject to the terms and conditions contained in this agreement;

### B. IT IS HEREBY AGREED AS FOLLOWS:

1. SOCINPRO **WARRANTS** to RAAP that it has the written authority of the SOCINPRO Artists to enter into this agreement and further to procure and receive for SOCINPRO Artists the equitable remuneration due to them in the Republic of Ireland.
2. SOCINPRO shall procure in respect of any Artist, not included in the schedule, and in respect of whom it seeks to have the equitable remuneration paid to SOCINPRO, a written mandate from such artist, authorising RAAP to make such payments to SOCINPRO on behalf of the said artist, until otherwise notified in writing, and confirming that the payment to SOCINPRO, by RAAP will be deemed payment to the artist and received by the artist.
3. RAAP shall make such deductions from the equitable remuneration due to the SOCINPRO artist as set down in its Articles of Association and as prescribed by Law only.
4. SOCINPRO shall **INDEMNIFY** RAAP from any claim made by SOCINPRO Artists or any one of them, in respect of any payment made by RAAP to SOCINPRO on behalf of such artists or Artist.
5. SOCINPRO shall pay to SOCINPRO artists all equitable remuneration paid to SOCINPRO in respect of those artists without deduction save those deductions agreed to in writing by the SOCINPRO artists.
6. In the event that any SOCINPRO Artist is simultaneously a member of RAAP and RAAP has a mandate from that artist, then RAAP will make payments to that artist in accordance with its mandate and shall notify SOCINPRO accordingly.



7. RAAP will use its best endeavours to collect equitable remuneration due to performing artists including SOCINPRO artists, and shall make such payments in respect of SOCINPRO artists in respect of equitable remuneration due to the SOCINPRO Artist less deductions prescribed in its Articles of Association and by Law.
8. In the event that any payment made by RAAP to SOCINPRO has not been paid to the Artist in respect of whom the payment was made to SOCINPRO, within 6 months from the date of the payment, then such payment shall be returned to RAAP without interest thereon nor deduction therefrom.
9. All payments made to SOCINPRO pursuant to this agreement shall be paid in Euro.
10. When effecting payments as per article 3 of this Agreement, RAAP will indicate, to the extent reasonably possible:
  - a) for what use of performances the relevant monies have been collected;
  - b) which recordings, broadcasts or other forms of usage were involved;
  - c) which SOCINPRO Artist(s) contributed to the relevant performances (specifying all the individual names of the Artists instead of the names of groups and duo's), and
  - d) the sum of money that is payable to each SOCINPRO Artist;along with any other data found relevant by RAAP for purposes of further distribution, and customarily employed by RAAP in the distribution effected to the benefit of performing artists.

#### **C. TERMINATION**

1. This agreement shall terminate on the happening of any of the following events;
  - a. Both parties agreeing to terminate same in writing and signed by both parties.
  - b. Either party hereto giving written notice to the other party of its intention not to renew this agreement 6 months in advance of termination
  - c. In the event that either party convenes a meeting of creditors or suffers a petition to be presented or a meeting to be convened or other action or other action to be taken with a view to its liquidation other than for the purpose of reconstruction or amalgamation.
  - d. In the event that either party is struck off by the Registrar of Companies.
  - e. In the event that a Receiver is appointed over the property of either party.
  - f. That either party makes an arrangement or composition with its Creditors.
2. Upon termination all payments made by RAAP to SOCINPRO which have not been paid out to SOCINPRO Artists shall be repaid to RAAP without interest thereon nor deduction therefrom and in this regard ownership of all monies paid to SOCINPRO shall not pass to SOCINPRO until such time as such payments have been paid to the SOCINPRO Artists in respect of whom they were paid to SOCINPRO.

#### **D. FORCE MAJURE**

1. Neither party shall be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its control.

## E. NON ASSIGNABILITY OF THIS AGREEMENT

1. This agreement is personal to the parties hereto and cannot be assigned to any third parties.

## F. GENERAL

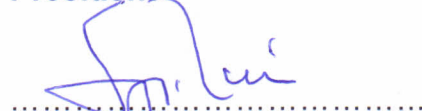
1. This agreement shall be governed by the laws of the Republic of Ireland and both parties consent to the jurisdiction of the Irish Courts.
2. Should any provision of this Agreement be found unenforceable or in conflict with any law, then parties will remain bound by the remaining provisions of this Agreement, and further by obligations approximating, to the extent possible, the obligations intended by the provision found unenforceable, without being contrary to the relevant mandatory law.
3. Any notice given or any demand made in relation to this Agreement shall be in writing and shall be sufficiently given or made if delivered (or tendered for delivery) by hand, by registered letter with acknowledgement of receipt to the addresses of the parties as above or such other address as the other party may be notified of in writing subsequent to this agreement. Any notice or demand shall be deemed to have been received 2 (two) business days after the date of despatch if sent by letter.
4. No failure or delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude, restrict or prejudice any other or further exercise of any such right or power.

Date: .....

for SOCINPRO

  
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Jorge de Souza Costa


**President**

  
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Sylvio Rodrigues Silva

**Director General**

Date: 01/07/2013

for RAAP

  
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Eanna Casey

**Chief Executive**