

Bilateral Agreement Neighbouring Rights

Between the **R.A.S.I** Rete Artisti Spettacolo per l'Innovazione represented by Alberto Manni as President and between the **SOCINPRO** Sociedade Brasileira de Administração e Proteção dos Direitos Intelectuais represented by Sylvio Rodrigues Silva as Director General and as Executive Superintendent, Jorge S. Costa.

Considered

International laws about neighbouring rights (hereinafter "rights").

The provisions about rights of performing artists in compliance with Brazilian law and Italian too.

Granted that

SOCINPRO, is a society legally responsible to receive and distribute, on Brazil territory, the payments of the rights due to artists and performers of music and audiovisual sector.

R.A.S.I. Rete Artisti Spettacolo per l'Innovazione is an association legally responsible to receive and distribute, on Italian territory, the payments of the rights due to artists and performers of music and audiovisual sector.

The parties in accordance to this agreement cooperate in order to promote the rights of performing artists and producers of music and audiovisual sector and to facilitate the payment of the legal remunerations that receive for holders of the rights that represent.

On the basis of this bilateral agreement, the contracting parties undertake to transfer to each other the legal remuneration, received and distributed on their territories, payable to performing artists of the other party.

This bilateral agreement is a reciprocal representation agreement under which the contracting parties give each other mandate to transfer the legal remunerations received on their own territory due to artists, performers and producers of music and audiovisual sector of the other party.

THE PARTIES AGREE AS FOLLOWS

Art.1 Scope and territory

1.1 The Parties agree to conclude a reciprocal agreement to facilitate the payments of remuneration due to the artists, performers and producers of the audiovisual and music sector of the other party contracting, under international conventions in the present and future and under national legislation and law present and future.



1.2 To this end, each contracting party, will receive the remuneration paid in its territory to those entitled of the other contracting party, by way of intellectual property rights, and will transfer them to that party.

1.3 On the basis of its own rules and implementation of existing laws in its territory, each contracting party makes the breakdown of the remuneration due to the performers represented by the other party and pays those sums specifying the amount due to each artist.

1.4 The receiving party undertakes to deliver, afterwards, such amounts to the beneficiaries.

1.5 This agreement is governed by a true spirit of collaboration and cooperation necessary for the proper performance of the same agreement.

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1.6 The procedures concerning the transfer of the remunerations due under this agreement will be described in the annexes to this agreement. The annexes cover the various rights and can be signed at different times than the present agreement.

1.7 The contracting parties shall define their field of expertise as follows: for the SOCINPRO the country is Brazil, for the RASI the country is Italy.

1.8 The remuneration received or to be received by a contracting party on behalf of the other will never part of the heritage of the before. In the presence of disturbances in the normal conduct of the activities of the collecting part or abnormal delays in the payment of rights within its competence, the aggrieved part may cash such remunerations directly by users, if local laws permit this.

Art.2 Mandate

2.1 The parties declare that they have received from each artists, performer, and producer who will receive a remuneration under this agreement, one contractual mandate to represent him in the foreign countries, this allows to each part to conclude this agreement of reciprocal representation.

2.2 This Agreement covers all intellectual property rights provided for in annexes, recognized to performing artists and to producers that the parties have the mission of representing abroad.

Art.3 Cooperation

3.1 Each party agrees to send to the other party any information and to take necessary measures for the proper and effective management of neighbouring rights in accordance with the application procedures provided for in the annexes to this agreement.

3.2 The contracting parties affirm their mutual interests to undertaking joint projects and of mutual assistance for the promotion of performing activities and for the defense of professional interests of performing artists and of producers.

3.3 The contracting parties affirm their determination to cooperate in good faith to ensure a proper management of rights of artists, performers and producers they represent.

Article 4. Complaints, management costs, remunerations, no transfer of the agreement

4.1 In accordance with article 2 of this Agreement, each party undertakes to define itself any complaints coming from the performing artists and from producers that represents on the management of their remunerations.

4.2 Each expenditure incurred by each contracting party, in the execution of this contract, will be deducted from the remunerations received and provided in the annexes.

4.3 Neither party shall have the right to transfer all or part of this agreement to a third party, whoever it is, without the consent of the other party.

4.4 The transfer of remunerations, covered by this Agreement, will be based on the remuneration received by the contracting parties relating to the uses made and regulated by the legislation and national case law and by international conventions on intellectual property rights.

Article 5. Terms, Termination

5.1 This agreement is valid from the day of its signing and will last 2 years. The agreement will be automatically renewed unless notice of cancellation by either party that has to be sent by registered mail at least 12 months before the deadline. For each new period of validity it may be cancelled by the same procedure.

5.2 If an external event, independent of the will of the two parties, will occur after the signature of this agreement (revising national laws and / or international conventions in force, repeal or expanding existing rights etc.) making it difficult or impossible to execute of the same, the parties, on formal request of either, will appoint a representative to negotiate

and amend this agreement and/or the attachments to it, in good faith, in order to take account of changes.

5.3 The remunerations will be transferred between the two sides until the cessation of the activity.

Article 6. Dispute resolution

6.1 Any controversy between the parties involving the construction or application of this agreement, will apply the law of the registered office of the applicant.

The principle of good faith will govern the execution of this contract.

6.2 The parties shall on written request of either party served on the other, be submitted first to mediation and the if still unresolved to binding arbitration as well as defined in paragraph 6.3 of this agreement.

6.3 One of the parties notifies the other of its intention to resort to arbitration by registered letter containing also the designation of the name of the arbitrator. The other party will have a period of 30 days from receipt of such notice to appoint an arbitrator. If the two arbitrators (are unable to agree about the dispute, then they shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. If they fail to reach an agreement on the appointment of a third arbitrator within a period of 30 days, this will be designed by Wipo at the request of even one of the referees. The language of arbitration is English and the seat of arbitration is defined by the third arbitrator.

Rome, 30 ottobre 2015

In, 17 novembre, 2015

For: **R.A.S.I**

For: **SOCINPRO**

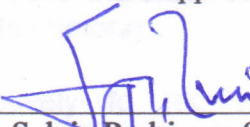
read and approved,
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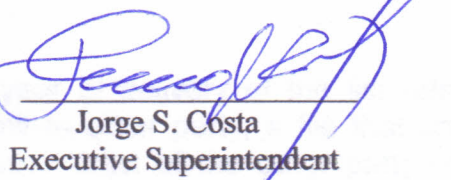
Alberto Manni
President

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Sonia Quercia
Administrator Executive

read and approved,


Sylvio Rodrigues Silva
Director General


Jorge S. Costa
Executive Superintendent

ANNEX N.1, Agreement between SOCINPRO and RASI of 01/11/2015
MUSIC ARTISTS - RIGHTS TO USE

1) Annex relates to the transfer between the parties of the remuneration of the **use rights of the music artists**.

The SOCINPRO in Brazil receives the remunerations of rights to use and of private copying of the music artists who have given the legal mandate to represent them, and distributes the remunerations to those entitled;

The R.A.S.I. in Italy receives the remunerations of rights to use and of private copying of the music artists who have given the legal mandate to represent them, and distributes the remunerations to those entitled;

2) Only the performing artists who have given the mandate, to SOCINPRO and to R.A.S.I., to receive from the company/association of the country of collecting, the remunerations to which they are entitled, are covered by this agreement.

3) Once a year, by the month of March for the previous year, each contracting party sends to the other party the name's list of artists and performers that represent .

The contracting parties are guaranteed each other that have the mandates corresponding of the artists contained in that list. This list must indicate: full name, stage name (pseudonym), eventual name of group to which artist belong.

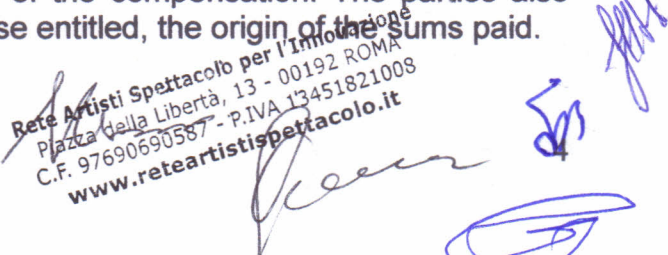
4) The contracting parties undertake respectively to receive and distribute the remuneration due to performing artists of the other party under the same rules applied for the collection and breakdown of remunerations due to the artists of their country who have given the mandate to representing them.

5) Once a year, and by 31 December of the year of delivery of the list referred to in paragraph 3), each contracting party will transmit to other party, a file that contains the amount of remunerations to which is entitled each artist of the other party contracting, related to each title of the phonogram that has accrued a compensation, specifying the role, the year of collection, and the names of the other artists who have participated in any interpretation.

6) No later than January 31 of the year following delivery of the list referred to in paragraph 3), the contracting parties undertake to carry out the financial compensation between the total amount of the remunerations to which are entitled their artists and the total amount, to which are entitled the artists of the other party, for the same year of diffusion, as well as to accredit the balance in Real (currency) on the current account of the creditor company.

7) Within the limits of the minimum thresholds expected by each contracting party, the same parties respectively undertake to make payments to those entitled that represent, in accordance with the list of rights holders and with the remunerations received by the other party, in a maximum term of 6 months from day of the compensation. The parties also undertake to specify to the time of payment, to those entitled, the origin of the sums paid.

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8) The sums regularly divided and transferred, for which the address of the beneficiaries cannot be identified, will be returned to the society / association of the country of collection within one year from the date of the compensation of the remunerations and will be allocated according to the rules of the country of the company/association of collection.

9) Each contracting party withholds, before of the compensation, for the collection service performed, a share of 10 % net, from the amount of the overall remunerations collected. Each party is free to withhold on the remunerations paid to its artists, the commission percentage, as it considers appropriate, for management costs. The contracting parties undertake mutually to credit the financial incomes to the artists of the other party on the basis of the same rules that they apply to the other artists represented by their society/association.

10) In response to a simple request, the contracting Parties undertake mutually to transmit all information and updated documents in their possession necessary for the proper functioning of the agreement.

11) The contracting parties undertake mutually to ensure the confidentiality of information transmitted.

12) Performing artists who have given their mandate at the same time to the two contracting parties aren't covered by this agreement and will receive their remuneration directly from the company / association of the country to collecting. The Contracting Parties agree to exchange a list with the names of the common members.

13) Each party to this Agreement undertake to provide the other party, by the end of April each year, a list with the names of performing artists who have given a mandate to representing to a third party unrelated to the contracting parties, to perceive the remunerations to which entitled.

Rome 30 ottobre 2015

In, 17 November, 2015

For: **R.A.S.I**

For: **SOCINPRO**

read and approved,
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Alberto Manni
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