

CO-OPERATION AGREEMENT

The undersigned Parties :

SOCINPRO

Av. Beira Mar, 406

Gr. 1205 - Centro

CEP 20021-060 - Rio de Janeiro

Brazil

Represented by its General Director, Dr. Jorge S. Costa

on the one hand

and

SAMI

Döbelnsgatan 3

111 40 Stockholm

Sweden

Represented by the Managing Director, Mr. Hans Lindström

on the other hand

declare that

whereas the Contracting Parties will co-operate in order to strengthen the performers' rights and ensure an effectively functioning international administration of such rights through bilateral agreements between performers rights administration societies,

whereas the proper administration of performers' rights requires that the contracting parties already have set up an effective administration which enables the Contracting Parties to distribute individually among the performers the remuneration as much in proportion to the actual use of their protected recordings as possible,

whereas the Contracting Parties take into consideration that the necessary information from the users on certain performers' rights, groups of performers or specific uses is not always available to allow a proper exchange of remuneration,

the Contracting Parties have today made the following

AGREEMENT

Art. 1 Territory of the Agreement

This Agreement covers the administration of performers' rights in Brazil and Sweden.

SOCINPRO is operating in Brazil under the Brazilian Law No. 9610 of February 19 1998 on Copyright and Neighbouring Rights.

SAMI is operating in Sweden under the Swedish Copyright Act 1960:729.

Art. 2 Authorisation to administer

The Contracting Parties have been empowered by their respective members to represent them abroad by signing bilateral agreements with corresponding performers' rights administration societies in other countries.

In accordance with the mandates given by their members, the Contracting Parties empower each other to represent in their respective countries the members of the other society in any respect as to the use of recorded performances protected under national law and the applicable international conventions, cf. the performers' rights specified in the annexes to this Agreement.

Art. 3 Membership

This Agreement only covers the rights of those performers who have authorised their society to represent their performers' rights both within their home territory as well as in the territory of the other Contracting Party. Heirs of deceased members can succeed in the membership.

Performers who are members of both Contracting Parties are not covered by this Agreement.

On an annual basis the Contracting Parties shall provide each other with detailed and full databased information on their members to substantiate the claims for remuneration. This information shall fulfil the technical specifications set by the Societies Council for the Administration of Performers' Rights (SCAPR).

The Contracting Parties take appropriate steps to ensure confidentiality of information to the extent required by the other Party or statutory provisions in the territory of this Agreement.

The Contracting Parties shall refer to the other Party all applications from performers living in the country of the other Party.

Art. 4 Code of conduct

The Contracting Parties agree to observe the principles and recommendations adopted by the Societies Council for the Administration of Performers' Rights (SCAPR) and renegotiate and update this Agreement accordingly in good faith and the spirit of collaboration.

Art. 5 Liability

The Contracting Parties will co-operate to ensure that their members receive the rightful remuneration in accordance with the national legislation and distribution schemes which apply in the respective countries.

Any claim for remuneration from members of the Contracting Parties covered by this Agreement, cf. art. 3. par. 1, shall be settled by SOCINPRO and SAMI respectively. Thus no such members of the Contracting Parties can claim any remuneration from the society of the other country directly.

Art. 6 Co-operation

The Contracting Parties agree to provide each other with any other information and to take any step necessary for the proper functioning of this Agreement and the effective administration of the rights referred to in the annexes.

Once a year the Contracting Parties inform each other about any changes in the applicable legislation, the societies' statutes or by-laws, collecting practices or distribution schemes and pass on copies of the audited annual accounts.

On a practical and economic reciprocal basis - in collaboration with the performers' professional organisation - the Contracting Parties express their mutual interest to initiate and carry through joint projects or otherwise assist each other in order to promote the performing arts and the professional interests of the performers.


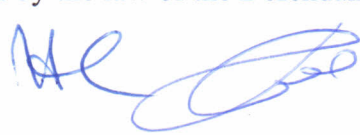
Art. 7 Administration costs

The Contracting Parties shall cover their own costs incurred under the administration of this Agreement. These costs must not exceed 20% of the total amount collected.

Art. 8 Settlement of disputes

By negotiation the Contracting Parties shall use their best efforts to settle any dispute that might arise from or in connection with this Agreement or its application.

Such disputes shall be settled, first and foremost, by arbitration upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the said dispute shall be submitted to and governed by the law of the Defendant's court of venue.



Art. 9 Force Majeure and hardship

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 the Parties or settled in accordance with Art. 8. The parties will renegotiate this Agreement in good faith in order to take into account the changes that have occurred.

Art. 10 Untransferrability of this agreement

Neither of the Contracting Parties shall have the right to assign all or part of this Agreement to any third party whatsoever without the written consent of the other Party.

Art. 11 Revision of legislation

In the event of amendments to the applicable national legislation, international conventions or the adoption of new international instruments aiming to introduce new rights or extend existing ones, the Parties hereby agree to amend this Agreement so that the mutual powers of administration may reflect the new provisions or the new rights.

Art. 12 Duration

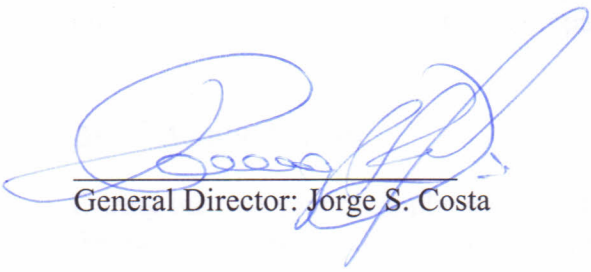
This Agreement shall enter into force on 10 October 2000 and shall continue to be in force until the end of the third calendar year following this date, unless notice of non-renewal is made by registered mail by either Party no later than six months before the expiry of the contract period. Ninety days prior to the termination date, this Agreement may be renewed by written consent of the parties, ratified by the legal representatives of each party.

Date: 10 October 2000


Date: 10 October 2000

For SOCINPRO

For SAMI



General Director: Jorge S. Costa



Managing Director: Hans Lindström

Annex

Art. 1 Performers' rights covered by the agreement

The following performers' rights conferred to the members of the Contracting Parties under their national legislation are covered by this Agreement: Remuneration for broadcast and public performance of protected recordings.

Art. 2 Exchange of information of membership

Once a year, on or before the end of the month of October, the Contracting Parties exchange information on performers who are covered by this Agreement.

The receiving Party shall comment on and correct the information from the other Party within 3 weeks.

Art. 3 Database co-operation

The Contracting Parties shall assist each other in the establishing of databases on right owners and recordings from the respective countries.

In particular the Contracting Parties are obliged to exchange data on the protected national recordings of the respective countries to complete their respective databases.

Art. 4 Non-transfer of remuneration, during the first year

Remuneration to members of the Contracting Parties collected and distributed under this Agreement stays in the country of collection for the first year of this agreement. However, after this period this agreement will be converted automatically into an exchange agreement and the remuneration collected will be paid to the other party, reciprocally, in the usual periodicity of payments as adopted in each Society. If the periodicity of each contracting party is different, the longest period shall prevail and be applicable to both parties. The remittance of rights to the other contracting party must be accompanied by the respective statements and reports.

Art. 5 Compensation

During the first year of applicability of this Agreement, the Contracting Parties agree to utilise the money retained under Art. 4 to compensate their members concerned as far as is practicable in proper proportion to the remuneration remaining in that country, considering the provision contained in Art. 7 of the Agreement.

The Contracting Parties shall provide each other with whatever information is available in order to facilitate a proper compensation to the members of the other society



Art. 6 Duration

The Contracting Parties declare their intention to develop management systems enabling part or full exchange on remuneration in accordance with the actual use of the performers' recordings within a maximum of 1 year.

Remuneration collected under this Agreement shall be distributed in accordance with the letter of the Agreement even if the Agreement itself has expired or either of the Parties has ceased its activities.

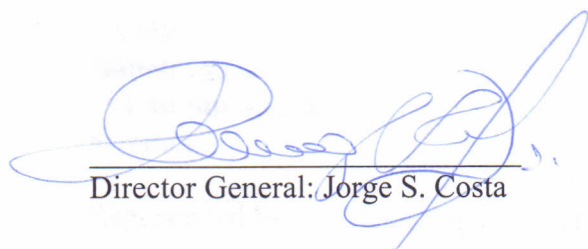
The Contracting Parties request the certification of their signatures.

Date 10 October 2000

Date 10 October 2000

For SOCINPRO

For SAMI



Director General: Jorge S. Costa



Managing Director: Hans Lindström

22º OFÍCIO DE NOTAS - NOTÁRIO WILHAMI DE OLIVEIRA

Matriz, Rua Senador Dantas 39 - Centro-RJ - 2544-0277. Reconheço
por semelhança a firma de: JORGE DE SOUZA COSTA
Cod: 0C1D55B089 (RBA)
Rio de Janeiro, 23 de Outubro de 2000.
Em testemunho da Verdade: Serventia : 2.60
20% P.Judiciário: 0.52
Total : 3.12
LUCIO MAURO SILVA DOS SANTOS-SUBSTITUTO

