

EXECUTION VERSION**SOCINPRO-PRS Unilateral Representation Agreement**

A CONTRACT BETWEEN:

- (1) **PERFORMING RIGHT SOCIETY LIMITED** of 2 Pancras Square, London, N1C 4AG, England ("**PRS**"); and
- (2) **SOCIEDADE BRASILEIRA DE ADMINISTRAÇÃO E PROTEÇÃO DE DIREITOS INTELECTUAIS** of Av Presidente Wilson, 210, 9 andar, CEP 20030-021, Rio de Janeiro, BR, Brazil ("**Socinpro**"),

each a "**Party**" and together the "**Parties**".

WHEREAS:

- (A) PRS is a CMO incorporated in the United Kingdom which licenses the Performing Right in its Works to various music users in the world.
- (B) Socinpro is a CMO operating in the Territory.
- (C) Socinpro now grants PRS the right to license the Performing Right in the Mandated Repertoire to music users in the Territory. The Parties intend to act in good faith with each other and in the best interests of one another in fulfilling their respective obligations under this Agreement.

1. Definitions and Interpretation

1.1 Definitions:

Words and expressions shall have the meanings given below, unless otherwise provided:

"Broadcast and Cable Exploitation"	<p>means traditional or digital terrestrial, satellite and cable, radio and television linear broadcast services (including cable retransmission and other types of distribution methods whereby linear broadcast services are distributed to end-users (e.g. simulcasting and webcasting)) and ancillary audio or video on-demand services provided by the broadcaster, including:</p> <ol style="list-style-type: none"> (a) pay-per-view and pay-per-listen services (excluding those that are provided online); (b) catch-up services, under which recently broadcast material is made available on-demand for a limited time after initial broadcast; (c) archive services, under which a broadcasters' archives are made available on-demand; <p>and (b) and (c) above shall be referred to as "Broadcasters' Ancillary On-Demand Services".</p>
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	For the avoidance of doubt, Broadcasters' Ancillary On-Demand Services shall be deemed to be part of "Broadcast and Cable Exploitation" for the purposes of this Agreement and not Online Exploitation;
"Broadcasters' Ancillary On-Demand Services"	has the meaning given to it in the definition of Broadcast and Cable Exploitation above;
"CMO"	means a collective rights management organisation;
"Confidential Information"	<p>means:</p> <p>(a) any information relating to or connected with the business, operations, affairs, members, customers or suppliers of either Party or any associated or subsidiary companies of either Party marked as confidential, or which is confidential by its nature, or which a reasonable person involved in the business of the Parties would understand to be confidential; and</p> <p>(b) the content of any discussions arising out of or in connection with the negotiation and agreement of this Agreement and any information exchanged prior to the signing of this Agreement.</p> <p>"Confidential Information" shall not include any information which:</p> <p>(a) is in, or comes into, the public domain other than as a result of a breach by a Party of its obligations under this Agreement; or</p> <p>(b) a Party acquires from a third party who owes no obligations of confidence in respect of such information to the other Party;</p>
"CRM Legislation"	<p>means:</p> <p>(a) Directive 2014/26/EU of the European Parliament and of the Council of 26 February 2014 on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market; and</p> <p>(b) The Collective Management of Copyright (EU Directive) Regulations 2016;</p>
"Data Controller"	has the meaning given to it in the Data Protection Legislation;
"Data Protection Legislation"	means any and all applicable laws, statutes and regulations relating to data protection, including but not limited to the GDPR (General Data Protection Regulation) 2016/679, United Kingdom Data Protection Act 2018, the Electronic Communications (EC Directive) Regulations 2003

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	and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them;
"Digital File"	means an electronic file that embodies a work (for example, a recording of a Work or the content incorporating the Work), with or without associated data such as text or visual images;
"Effective Date"	means 1 January 2021;
"General Public Performance"	means the performance, playing or showing of a Work in public, including for the avoidance of doubt any live public performances of such Work, but excluding Broadcast and Cable Exploitation and Online Exploitation;
"Key Account Executive"	means an individual designated as the primary contact person by each Party from time to time in accordance with clause 4.1 below;
"Online Exploitation"	<p>means the whole or any part of the process by which a Digital File is exploited in the following manner whether this occurs through downloading, streaming or otherwise:</p> <p>(a) a Digital File is stored on a data storage medium; and</p> <p>(b) a Digital File is made available for transmission, distribution or other dissemination to users by means of wire and/or wireless telecommunications or computer networks; and</p> <p>(c) a Digital File is delivered to a user by such means after the user has accessed the relevant service which makes available the recording in such a manner that:</p> <p>(i) a copy of the Digital File resides on the user's data storage medium (either temporarily or permanently) and may be accessed in the future by the user (whether or not for a limited period otherwise known as "downloading"); or</p> <p>(ii) the user is only able to use the Digital File during its delivery to the user and no permanent copy of it resides on the user's data storage medium (otherwise known as "streaming").</p> <p>For the avoidance of doubt, the above definition excludes Broadcast and Cable Exploitation, including Broadcasters' Ancillary On-Demand Services;</p>
"Performing Right"	means the right to perform, show or play a Work in public or to communicate a Work to the public, including but not limited to by Online Exploitation or Broadcast or Cable Exploitation, in so far as and

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	to the full extent that such rights are given by law and administered by PRS in the Territory;
"Permitted Purpose"	means the purpose of this Agreement;
"Processing"	has the meaning given to it in the Data Protection Legislation and terms such as "Process" or "Processed" shall be interpreted accordingly;
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Mandated Repertoire"	means each and every Work in which the Performing Right (or any part thereof) is owned, controlled or administered by Socinpro in the Territory at the time of exploitation of such Performing Right;
"Standard Contractual Clauses"	means the standard contractual clauses issued by the European Commission entitled 'Set II Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)';
"Territory"	means those countries listed in Schedule I;
"Valid Claim"	has the meaning given to it in in clause 12.3(a) below; and
"Work"	means any musical work or a part of any musical work and any lyrics or a part of any lyrics associated with a musical work.

1.2 Interpretation

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the following Schedules:

Schedule I: Territory

Schedule II: Extended Grant of Rights

2. Grant of Rights

2.1 Socinpro grants to PRS the non-exclusive right to issue licences to music users in respect of the Performing Right in the Mandated Repertoire in the Territory, on the terms set out in this Agreement.

2.2 The grant of rights by Socinpro to PRS under clause 2.1 above comprises the following types of exploitation:

- (a) General Public Performance;
- (b) Online Exploitation; and
- (c) Broadcast and Cable Exploitation.

2.3 PRS shall:

- (a) negotiate at arm's length with music users and negotiate, conclude, enter into and issue written licensing contracts in its own name with music users in the Territory with respect to the rights granted to it by Socinpro;

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- (b) act in accordance with CISAC Professional Rules and Binding Resolutions and the CRM Legislation whilst administering Socinpro's rights; and
- (c) apply distribution rules that do not directly or indirectly discriminate against the Mandated Repertoire in comparison to the PRS repertoire.

2.4 Socinpro shall:

- (a) co-operate with PRS in all matters related to this Agreement and provide to PRS in a timely manner any information reasonably required by PRS to perform its obligations under this Agreement; and
- (b) notify PRS of any prospective or actual changes in the law in its territory which would affect the rights it grants to PRS under clause 2.1 above.

3. Permitted Deductions

- 3.1 PRS shall be entitled to deduct from the amounts it collects on behalf of Socinpro an amount which shall not exceed the percentage which is deducted from the amounts it collects on behalf of its own members.

4. Contract Management

- 4.1 Each Party shall appoint via email a Key Account Executive within fourteen (14) calendar days of the later of the Effective Date or the last date of signature of this Agreement, who will be responsible for answering queries and managing the contractual relationship between the Parties. Such Key Account Executive shall have the authority to address issues necessary for the administration of this Agreement. Any change in the Key Account Executive must be communicated via email within fourteen (14) calendar days of such change.

5. Enforcement

- 5.1 PRS shall use reasonable endeavours and is hereby authorised to enforce in the Territory, through legal proceedings or otherwise, the Performing Right in the Mandated Repertoire and to do so within the limits of the legal protection afforded.
- 5.2 Socinpro appoints PRS on a non-exclusive basis as its true and lawful attorney within the Territory in its own name or in the name of, or on behalf of, Socinpro or in the name of, or on behalf of, the owner of the Performing Right in any Work in the Mandated Repertoire, to do all acts, take all proceedings and execute, acknowledge and deliver any and all instruments and documents as may be necessary, proper or expedient arising out of or in connection with clause 5.1 above. Socinpro shall use commercially reasonable efforts to provide PRS with any and all information, records and documents reasonably requested by PRS to exercise its rights under this clause 5.

6. Data Protection and Confidentiality

- 6.1 Each Party is an independent Data Controller in respect of any Personal Data Processed for the purposes of this Agreement, and each Party shall comply

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with all requirements imposed on it by the applicable Data Protection Legislation.

- 6.2 The Parties agree that the Standard Contractual Clauses shall be deemed to be incorporated into this Agreement by reference, with PRS the "Data Exporter" and SOCINPRO the "Data Importer". In the event the European Commission modifies the Standard Contractual Clauses or adopts new standard contractual clauses ("**New Standard Contractual Clauses**") or other binding safeguards are authorised by the European Data Protection Supervisor to ensure that any transfers of personal data pursuant to this Agreement to a country outside the European Economic Area are compliant with the applicable Data Protection Legislation, the Parties agree to execute the New Standard Contractual Clauses or to comply with such binding safeguards.
- 6.3 Each Party undertakes not to disclose any Confidential Information to any third party, except for the following:
- (a) to its employees, officers, representatives or advisers, sub-agents or assignees who need to know such information solely for the purpose of carrying out its obligations under this Agreement, provided that such disclosing Party ensures that such employees, officers, representatives or advisers, sub-agents or assignees comply with this clause 6.3 and clause 6.4;
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
 - (c) as may be required by its membership agreements to disclose to its members.
- 6.4 Neither Party shall use the Confidential Information except for the purpose of performing its obligations under this Agreement.

7. Limitation of Liability

- 7.1 Nothing in this Agreement shall exclude or limit either Party's liability for any damages resulting from a Party's deliberate breach or fraud.
- 7.2 Subject to clause 7.1 above, each Party's maximum aggregate liability per claim or action arising out of or in connection with this Agreement shall not exceed 100% of the deductions retained by PRS in accordance with clause 3.1 above for the twelve (12) month period immediately preceding the date that the applicable claim or action first arose.
- 7.3 Subject to clause 7.1 above, neither Party shall be liable for any indirect, incidental, special, punitive, exemplary or consequential damages arising under or in connection with this Agreement.

8. Duration and Termination

- 8.1 This Agreement shall commence as of the Effective Date and shall automatically continue in one (1) calendar-year periods, subject to (a) three (3) months' written notice of termination from either Party prior to the end of a calendar year, in which event the Agreement shall terminate at the end of such calendar year; or (b) a termination in accordance with clause 8.2 below.

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- 8.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- (a) The other Party goes into receivership or any resolution is passed or order is made for its winding-up or liquidation (other than for the purposes of reconstruction or amalgamation);
 - (b) The other Party commits a material breach of its obligations under this Agreement and such breach is irremediable, or (if such breach is remediable) fails to remedy that breach within one (1) month after being notified in writing to do so by the non-breaching Party; or
 - (c) The other Party is expelled from CISAC.

9. Force Majeure

- 9.1 **"Force Majeure Event"** means an event beyond the reasonable control of a Party (**"Affected Party"**) which is not attributable to its fault or negligence, including natural disasters, expropriation or confiscation of facilities, government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes. Force Majeure Event does not include:
- (a) strikes or other industrial action solely affecting employees of the Affected Party or its subcontractors; or
 - (b) any event affecting a subcontractor or supplier of the Affected Party, unless that event is itself a Force Majeure Event.
- 9.2 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event, provided that the Affected Party has taken all necessary steps to prevent and avoid the Force Majeure Event and takes all necessary steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed by the Affected Party. If the period of delay or non-performance continues for one (1) month, the Party not affected may terminate this Agreement by giving written notice to the Affected Party in accordance with clause 8.2 above.

10. Notices

- 10.1 Any notice to terminate this Agreement shall be given to the receiving Party:
- (a) in writing addressed to the CEO, and shall be delivered by recorded delivery post to the receiving Party's registered office (and deemed to be received on signature of a delivery receipt);
 - (b) with a copy of the notice emailed to the Key Account Executive of the receiving Party; and
 - (c) in respect of notices given to PRS, with a copy of the notice emailed to legalnotices@prsformusic.com.
- 10.2 Any other notices given to a Party in connection with this Agreement, other than a notice to terminate, shall be given to the receiving Party:

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- (a) by email addressed to the Key Account Executive of the receiving Party; and
- (b) in respect of notices given to PRS, with a copy of the notice emailed to legalnotices@prsformusic.com.

11. Miscellaneous

- 11.1 PRS may subcontract its obligations under this Agreement, provided that PRS shall remain responsible for the performance of such obligations under this Agreement.
- 11.2 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement. Transmission of an executed counterpart of this Agreement by email (in PDF or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
- 11.3 No amendment to this Agreement shall be effective unless it is in writing and signed by each of the Parties.
- 11.4 No failure or delay to exercise or single or partial exercise of any right or remedy in law or under this Agreement by either Party shall constitute a waiver of that right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy. No waiver of any provision in this Agreement shall be effective unless it is in writing and signed by the Party granting the waiver.
- 11.5 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, it shall be (a) deemed modified to the extent necessary to make it legal, valid or enforceable; or (b) deleted where such modification is not possible. The remaining provisions of this Agreement shall be unimpaired and remain in full force and effect.
- 11.6 At its own expense each Party shall and shall use all reasonable endeavours to procure that any relevant third party shall, promptly execute and deliver such documents and perform such acts and do such things as the other Party may reasonably require from time to time for the purpose of giving full effect to this Agreement.
- 11.7 Subject to clause 11.8 below, this Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter.
- 11.8 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement and waives its rights to bring any claim for any such statements, representations, assurances or warranties made prior to entering into this Agreement. Each Party further admits that acceptance of this Agreement is not based on reliance in whole or in part on any such statement, representation, assurance or warranty (whether made innocently or negligently) by the other Party.

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11.9 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. For the avoidance of doubt each Party shall have the right to claim fraudulent misrepresentation based on any statement in this Agreement, if applicable.

12. Governing Law, Dispute Resolution and Jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12.2 In the event that a dispute, claim or controversy arises out of or in connection with this Agreement which the claiming Party determines needs to be resolved within a time period which does not allow for the procedure set out in clause 12.3 below to be followed, then that Party shall be entitled to bring a claim and the non-exclusive court competent to decide on the issue between them shall be the courts of England and Wales by applying the laws of England and Wales.

12.3 Except in the case of clause 12.2 above, the Parties will always try to resolve any disputes, claims or controversies arising out of or in connection with this Agreement, including, without limitation, any question regarding its existence, validity, binding effect, interpretation, performance, breach or termination ("**Disputes**"), by means of co-operative dispute resolution as set out in this clause 12.3:

(a) Firstly, the claiming Party must make a concrete and sufficiently detailed claim in order for the other Party to be able to correctly assess the validity and the size of the claim ("**Valid Claim**").

(b) Secondly, the Parties must hold at least one meeting to discuss and try to resolve the Dispute attended by the Key Account Executives. This meeting will be held at a time and place to be discussed in good faith by the Parties but in any event, unless mutually agreed, no later than one (1) month after the claiming Party submitted the details of any Valid Claim.

12.4 If the Dispute cannot be resolved by the Parties in accordance with the procedure set out in clause 12.3 above, the Parties agree that the claiming Party is entitled to bring a claim in respect of the Dispute, in accordance with the governing law and jurisdiction provisions set out in clauses 12.1 and 12.2 above. For the avoidance of doubt: (i) subject to clause 12.2 above, both Parties must follow the procedure set out in clause 12.3 above before taking any further action in accordance with this clause 12.4; and (ii) if the defending Party refuses to follow the procedure set out in clause 12.3 above or part thereof after the claiming Party has submitted the details of a Valid Claim, the claiming Party is free to take any further action in accordance with this clause 12.4.

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Signed by (duly authorised representative)
for and on behalf of
PERFORMING RIGHT SOCIETY LIMITED

Print Name: Sami Valkonen

Signature: Sami Valkonen

Title: Chief International Business Officer

Date: 01-02-21 | 11:01 GMT

Legal Review: Isabella Campion

Print name: Isabella Campion

Signed by (duly authorised representative)
for and on behalf of
**SOCIEDADE BRASILEIRA DE
ADMINISTRAÇÃO E PROTEÇÃO DE
DIREITOS INTELECTUAIS**

Print Name: Dr. Jorge S. Costa

Signature: Jorge S. Costa

Title: Diretor Geral

Date: 08-02-21 | 20:18 GMT

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Schedule I – Territory

United Kingdom and its following territories and possessions:

- Bermuda
- British Indian Ocean Territory
- Cayman Islands
- Diego Garcia
- Falkland Islands
- Gibraltar
- Guernsey
- Jersey
- Man (Isle of)
- South Georgia and South Sandwich Islands
- St Helena, Ascension and Tristan da Cunha
- Turks and Caicos Islands

Bahamas

Cyprus

Malta

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**Schedule II
Extended Grant of Rights**

1. GCC

"GCC Territory"	means the Cooperation Council for the Arab States of the Gulf (GCC) including United Arab Emirates, Oman, Bahrain, Qatar, Kuwait and Saudi Arabia.
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- 1.1 Socinpro appoints PRS as its agent and grants to PRS a non-exclusive right to issue licences to music users in respect of the Performing Right in the Mandated Repertoire in the GCC Territory.

2. Ticketed or Sponsored Event Webcasts

- 2.1 Socinpro grants a right to PRS to license the Mandated Repertoire for ticketed or sponsored event webcasts to any territory in which they are made available, provided that such event webcasts are transmitted from the Territory.