

**UNILATERAL REPRESENTATION AGREEMENT**  
**BETWEEN SOCINPRO AND ZAiKS**

Between the undersigned:

**Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais** (hereinafter referred to as SOCINPRO), whose registered office is at v. Presidente Wilson, 210 - 9º andar – Castelo, Rio de Janeiro - RJ - 20.030-021, Brazil, represented by Director General Jorge de Souza Costa and Director Secretary Sylvio Rodrigues Silva, specifically authorised for the purposes of the present contract.

On the one part

And

**Stowarzyszenie Autorów ZAiKS** (hereinafter referred to as ZAiKS) whose registered office is at ul. Hipoteczna 2,00-092 Warsaw; represented by its General Manager - Krzysztof Lewandowski, specifically authorised for the purposes of the present contract.

On the other part;

It is agreed as follows:

**Art. 1.-**

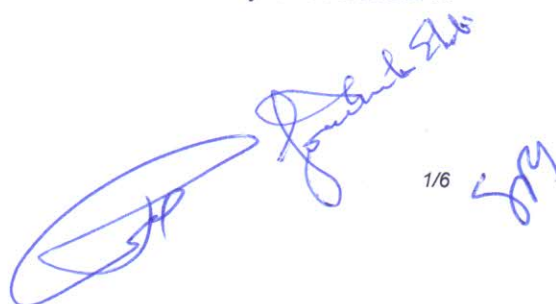
(I) By virtue of the present contract, the SOCINPRO confers on ZAiKS the non-exclusive right, in the territories in which this latter society operates (as they are defined and delimited in Art. 6 (I) hereafter), to grant the necessary authorisations for all public performances (as defined in paragraph (III) of this Article) of musical works, with or without lyrics, which are protected under the terms of national laws, bilateral treaties and multilateral international conventions relating to the author's right (copyright, intellectual property, etc...) now in existence or which may come into existence and enter into effect while the present contract is in force.

The non-exclusive right referred to in the preceding paragraph is conferred in so far as the public performance right in the works concerned has been, or shall be, during the period when the present contract is in force, assigned, transferred or granted by whatever means, for the purpose of its administration, to the SOCINPRO by its members, in accordance with its articles of association and rules the said works collectively constituting "the repertoire of the SOCINPRO".

(II) Under the terms of the present contract, the expression "public performance" includes all sounds and performances rendered audible to the public in any place whatever within the territories in which ZAiKS operates, by any means and in any way whatever, whether the said means be already known and put to use or whether hereafter discovered and put to use during the period when this contract is in force. "Public performance" includes in particular performances provided by live means, instrumental or vocal ; by mechanical means such as phonographic records, wires, tapes and sound tracks (magnetic and otherwise); by processes of projection (sound film), of diffusion and transmission (such as radio and television broadcasts, whether made directly or relayed, retransmitted, etc...) as well as by any process of wireless reception (radio and television receiving apparatus, telephonic reception, etc... and similar means and devices, etc...).

**Art. 2.-**

(I) The non-exclusive right to authorise performances, as referred to in Art.1, entitles ZAiKS, within the limits of the powers pertaining to it by virtue of the present contract, and of its own articles of association and rules, and of the national legislation of the country or countries in which it operates:





a) to permit or prohibit, whether in its own name or that of the author concerned, public performances of works in the repertoire of SOCINPRO and to grant the necessary authorisations for such performances;

b) to collect all royalties required in return for the authorisations granted by it (as provided in a) above); to receive all sums due as indemnification or damages for unauthorised performances of the works in question; to give valid receipt for the collections made and sums received as aforesaid;

c) to commence and pursue, either in its own name or that of the author concerned, any legal action against any person or corporate body and any administrative or other authority responsible for illegal performances of the works in question; to transact, compromise, submit to arbitration, refer to any Court of law, special or administrative tribunal;

d) to take any other action for the purpose of ensuring the protection of the public performance right in the works covered by the present contract.

(II) The present contract being personal to the contracting societies, and concluded on that basis, it is formally agreed that, without the express written authorisation of SOCINPRO, ZAIKS may not in any circumstances assign or transfer to a third party all or part of the exercise of the prerogatives, faculties or otherwise to which it is entitled under the said contract and in particular under Art. 2. Any transfer effected in despite of this clause shall be null and void without the fulfilment of any formality, except as regards a transfer limited to the administration of rights for purposes of diffusion by means of a fixed service satellite and operated in favour of a society having concluded a reciprocal representation contract with each of the contracting societies.

#### Art. 3.-

(I) In virtue of the powers conferred by Articles 1 and 2, ZAIKS undertakes to enforce within the territory in which it operates the rights of the members of the other party in the same way and to the same extent as it does for its own members, and to do this within the limits of the legal protection afforded to a foreign work in the country where protection is claimed, unless, in virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection. Moreover, ZAIKS undertakes to uphold to the greatest possible extent, by way of the appropriate measures and rules, applied in the field of royalty distribution, the principle of solidarity as between the members of both societies, even where by the effect of local law foreign works are subject to discrimination.

In particular, ZAIKS shall apply to works in the repertoire of SOCINPRO the same tariffs, methods and means of collection and distribution of royalties (subject to what is agreed hereafter in Art. 7) as those which it applies to works in its own repertoire.

(II) ZAIKS undertakes to send to SOCINPRO any information for which it may be asked concerning the tariffs it applies to different kinds of public performance in its own territories.

(III) For the purpose of co-ordinating their efforts to raise the level of copyright protection in their respective countries and with a view to equating the economic content of the present contract, ZAIKS undertakes, at the request of SOCINPRO, to concert with SOCINPRO in seeking the most effective means to this end.

#### Art. 4.-

ZAIKS shall place at the disposal of SOCINPRO all documents enabling the latter to justify the royalties it is responsible for collecting under the present contract and to take any legal or other action, as mentioned in Art. 2 (I) above.





**Art. 5.-**

(I) ZAiKS shall place at the disposal of SOCINPRO all documents, records and information enabling it to exercise effective and thorough control over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and checking performance programmes. In particular, ZAiKS shall inform SOCINPRO of any discrepancy which it notes between the documentation received from SOCINPRO and its own documentation or that furnished by another society.

(II) In addition, SOCINPRO shall have the right to consult ZAiKS's records and to obtain all information from it relating to the collection and distribution of royalties to enable it to check the administration of its repertoire by SOCINPRO.

(III) SOCINPRO may accredit a representative to ZAiKS to carry out on its behalf the check provided for in paragraph (I) and (II) above. The choice of this representative shall be subject to the approval of ZAiKS. Refusal of such approval must be motivated.

**TERRITORY**

**Art. 6.-**

The territory in which ZAiKS operates is: Republic of Poland

**DISTRIBUTION OF ROYALTIES**

**Art. 7.-**

(I) ZAiKS undertakes to do its utmost to obtain programmes of all public performances which take place in its territories and to use these programmes as the effective basis for the distribution of the total net royalties collected for these performances.

(II) The allocation of sums collected in respect of works performed in the territories of ZAiKS shall be made in accordance with Art.3 and the distribution rules of ZAiKS, having regarded, nevertheless, to the following paragraphs:


a) Where all the parties interested in a work are members of a single society other than the distributing society, the whole (100%) of the royalties accruing to that work shall be distributed to the society of which the said interested parties are members.

b) In the case of a work the parties interested in which are not all members of the same society but of whom none is a member of the distributing society, the royalties shall be distributed in accordance with the international index cards.

In the case of contradictory index cards or notifications, the distributing society may distribute the royalties in accordance with its rules, except where different interested parties claim the same share, when such share may be put into suspense until agreement has been reached between the societies concerned.

c) In the case of a work one at least of whose original creator belong to the distribution society, this latter society may distribute the royalties in accordance with its own rules<sup>1</sup>.

d) The publisher's share of the royalties accruing to a work, or the total share of all the publishers or sub-publishers of a work, no matter how many, shall in no case exceed one half (50%) of the total royalties accruing to the work.

Handwritten signatures and initials in blue ink at the bottom of the page. There are three distinct marks: a large, stylized signature on the left, a smaller signature in the middle, and the initials 'SB' on the right.



e) Where a work, in the absence of an international index card or equivalent documentation, is identified only by the name of the composer being a member of a society, the total of the royalties accruing to that work is to be sent to the composer's society. If the work is an arrangement of a non-copyright work, the royalties are to be paid to the arranger's society insofar as he is known. In the case of lyrics adapted to a non-copyright work, the royalties are to be sent to the lyric writer's society.

The society receiving royalties distributed according to the foregoing rules is responsible, in the case of mixed works, for making any necessary transfers to other societies interested in the work and for informing the distributing society by means of international index cards or equivalent documentation.

f) Where a member of one of the societies has acquired the rights to adapt, arrange, republish or exploit a work in the repertoire of SOCINPRO, the distribution of royalties shall be made with due regard to the provisions of the present Article and of the "Confederal Statute of sub-publication established by the International Confederation of Societies of Authors and Composers (hereafter designated "the Confederation").

**Art. 8.-**

(I) ZAiKS shall be entitled to deduct from the sums it collects on behalf of SOCINPRO the percentage necessary to cover its effective administration expenses. This necessary percentage shall not exceed that which is deducted for this purpose from sums collected for members of ZAiKS, and ZAiKS shall always endeavour in this respect to keep within reasonable limits, having regard to local conditions in the territories in which it operates.

(II) When it does not make any supplementary collection for the purpose of supporting its members' pensions benevolent or provident funds, or for the encouragement of the national arts, or in favour of any funds serving similar purposes, ZAiKS shall be entitled to deduct from the sums collected by it on behalf of SOCINPRO 10% at the maximum, which shall be allocated to the said purposes.

(III) Any other deductions, apart from taxes, that ZAiKS may make or be obliged to make from the net royalties accruing to SOCINPRO would give rise to special arrangements between the contracting parties so as to enable the not making such deductions to recoup itself as far as possible from the royalties collected by it for the account of SOCINPRO.

(IV) No part of the royalties collected by ZAiKS for the account of SOCINPRO in consideration of the authorisations which it grants solely for the copyright works which it is authorised to administer may be regarded as not distributable to SOCINPRO. With the exception therefore, only of the deduction mentioned in paragraph (I) of this article, and subject to the provisions of paragraphs (II) and (III) of the said article, the net total of the royalties collected by ZAiKS for the account of SOCINPRO shall be entirely and effectively distributed to the latter.

**Art. 9.-**

(I) ZAiKS shall distribute to SOCINPRO the sums due under the terms of the present contract as and when distributions are made to its own members and at least once a year. Payment of these sums shall be made within 90 days following each distribution, barring duly ascertained cases outside the societies' control.

(II) Each payment shall be accompanied by a distribution statement, preferably in excel or CSV format, to enable SOCINPRO to allocate to each interested party, whatever his membership or category as member, the royalties accruing to him.

(III) Settlements shall be made by ZAiKS in Euros.

The image shows three handwritten signatures or initials in blue ink. On the left is a large, stylized signature that appears to be 'P'. In the center is a signature that looks like 'J. L. S. S. S.'. On the right is a set of initials 'LM'.



(IV) ZAiKS shall remain responsible to the other for any error or omission which it may make in the distribution of the royalties accruing to works in the repertoire of SOCINPRO.

(V) The mere fact that the date for settlement of accounts agreed upon between the contracting societies has fallen due constitutes in itself, without any formality being necessary to that effect, a formal demand on ZAiKS to make the payment due to SOCINPRO on the date in question. Naturally, this provision is subject to force majeure.

(VI) So long as legislative or statutory measures impede the free exchange of international payments, or exchange control agreements have been or will be concluded in the future by ZAiKS, the latter shall:

a) without delay immediately after drawing up the distribution accounting for SOCINPRO, take all necessary steps and comply with the formalities as required by its national authorities in order to ensure that the said payments can be effected at the earliest possible moment;

b) inform SOCINPRO that the said steps have been taken and formalities complied with when sending to it the statements mentioned in paragraph (II) of the present Article.

**Art. 10.-**

(I) SOCINPRO undertakes to update IPI of CISAC registry with complete and detailed list of the real names and the pseudonyms of its members, including the date of decease of those author and composer members and any deletions and alterations.

(II) Each society shall also provide the other with a copy of its current articles of association and rules, including its distribution plan and shall inform it of any subsequent modifications made thereto while the present contract is in force.

**Art. 11.-**

(I) The members of SOCINPRO shall be protected and represented by ZAiKS under the present contract without the said members being required by the society representing them to comply with any formalities and without their being required to join ZAiKS.

(II) ZAiKS undertakes not to communicate directly with members of SOCINPRO, but, if occasion arises to communicate with them through the intermediary of SOCINPRO.

(III) Any disputes or difficulties which may arise between the two contracting societies relating to the membership of an interested party or assignee shall be settled amicably between them in the widest spirit of conciliation.

**CONFEDERATION**

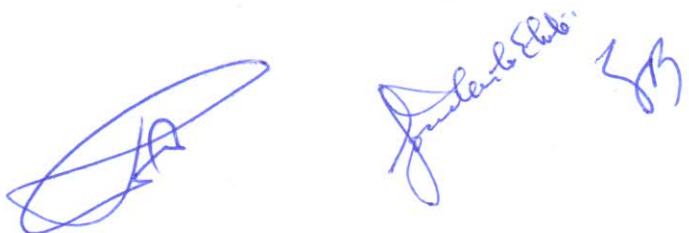
**Art. 12.-**

The present contract is subject to the provisions of the statutes and decisions of the International Confederation of Societies of Authors and Composers (CISAC).

**DURATION**

**Art. 13.-**

The present contract shall come into force as from 01.06.2018 and subject to the terms of Art. 14 shall continue in force from year to year by automatic extension if it has not been terminated by registered letter at least 6 months before the expiration of each period.

The bottom of the page features two handwritten signatures in blue ink. The signature on the left is a stylized, cursive mark. The signature on the right is more legible, appearing to read 'Joulez & Elbo' followed by a large, stylized initial 'JB'.

**Art. 14.-**

Notwithstanding the terms of Art. 13, the present contract may be terminated immediately by one of the contracting societies:

a) If an alteration is made in the articles of association, rules or distribution plan of ZAiKS such as may modify in an appreciably unfavourable way the enjoyment or exercise of the patrimonial rights of the present owners of the copyrights administered by SOCINPRO. Any change of this nature shall be verified by the competent body of the International Confederation of Societies of Authors and Composers. After such verification, the Confederation's Board of Directors may allow ZAiKS a period of three months to remedy the situation thus created. When this period has expired without the necessary steps having been taken by ZAiKS the present contract may be terminated by the unilaterally expressed wish of SOCINPRO, if it so decides;

b) If such a legal or factual situation arises in the territories administered by ZAiKS that the members of SOCINPRO are placed in a less favourable position than the members of ZAiKS, or if ZAiKS puts into practice measures resulting in a boycott of the works in the repertoire of SOCINPRO.

**LEGAL DISPUTES – JURISDICTION**

**Art. 15.-**

(I) Each of the contracting societies may seek the advice of the Confederation's Board of Directors about any difficulty which may arise between the two societies regarding the interpretation or performance of this contract.

(II) The two societies may, if need be, agree to resort to arbitration by the Confederation's appropriate authority in order to settle any dispute that may arise between them with regard to the present contract.

(III) If the two contracting societies do not think it appropriate to resort to arbitration by the Confederation, or to arrange between them for arbitration, event independently of the Confederation, in order to settle their disagreement, the competent Court to decide the issue between them shall be that in which the defendant society is domiciled.

Executed in good faith in the same number of copies as there are parties to this contract.

Warsaw, *10 July*, 2018

For ZAiKS:  
Read and approved,

*K. Lewandowski*  
Krzysztof Lewandowski  
General Manager



Rio de Janeiro, *10 July*, 2018

For SOCINPRO:  
Read and approved,

*Jorge de Souza Costa*  
Jorge de Souza Costa (JorCosta)  
Director General



*Sylvio Rodrigues Silva*  
Sylvio Rodrigues Silva (Silvio Cesar)  
Director Secretary

*Jorge de Souza Costa*