

**CONTRACT OF UNILATERAL REPRESENTATION
(PERFORMING RIGHTS)**

BETWEEN THE UNDERSIGNED:

AKM, Staatlich genehmigte Gesellschaft der Autoren, Komponisten und Musikverleger, reg. Gen.m.b.H., hereinafter called AKM, whose registered office is at A-1030 Wien, Baumannstrasse 8-10, represented by its CEO Dr. Gernot Graninger, acting on the basis of the statute,

on the one part;

and

SOCINPRO, Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais, whose registered office is at Av. Presidente Wilson 210, 9e Andar, CEP 20030-021 Rio de Janeiro, represented by its President, Jorge S. Costa, and Director General, Sylvio Rodrigues Cesar, affiliated at CISAC with number 189.

on the other part;

IT IS AGREED AS FOLLOWS:

Art. 1- (I) By virtue of the present contract, SOCINPRO confers on AKM the exclusive right in the territories in which this latter operates (as they are defined and delimited in Art. 6 (I) hereafter), to grant the necessary authorizations for all public performances (as defined in paragraph II 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 exclusive right referred to in the preceding paragraph is conferred insofar 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 SOCINPRO by its members, in accordance with its Articles of Association and Rules; the said works collectively constituting "the repertoire of 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 Territory in which AKM 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 the 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, television and satellite 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.) and by digital transmission through the internet or any other wired or wireless communication network.

ART. 2- (I) The exclusive right to authorize performances, as referred to in Article 1 entitles AKM, 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 authorizations for such performances;
- b) to collect all royalties required in return for the authorizations granted by it (as provided in a) above);
- c) to receive all sums due as indemnification or damages for unauthorized performances of the works in question;
- d) 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;
- e) to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
- f) 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 authorization of SOCINPRO, AKM 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 Article 2. Any transfer effected in despite of this clause shall be null and void without the fulfillment of any formality.

(III) With regard to direct broadcasting by satellite, SOCINPRO agrees that the rights conferred by virtue of Art. 1 of this contract are not limited to the Territory in which AKM operates but are valid for all countries within the footprint of the satellite of which the transmissions are effected from the Territory in which AKM operates.

ART. 3- (I) In virtue of the powers conferred by Articles 1 and 2, AKM undertakes to enforce within the Territory in which it operates the rights of the members of SOCINPRO 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.

In particular, AKM 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) AKM undertakes to send SOCINPRO any information for which it may be asked concerning the tariffs it applies - to different kinds of public performances in its own territories.

ART. 4 - SOCINPRO shall place at the disposal of AKM 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) SOCINPRO party shall place at the disposal of AKM 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 programs.

AKM 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 all the other records of AKM 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 AKM.

(III) SOCINPRO may accredit a representative to AKM to carry out on its behalf the verification provided for in paragraphs (I) and (II) above. The choice of this representative shall be subject to the approval of AKM to which he is to be accredited. Refusal of such approval must be motivated.

TERRITORY

ART. 6 - (I) The Territory in which AKM operates is: Austria.

(II) For the duration of the present contract, SOCINPRO shall refrain from any intervention within the Territory of AKM in the latter's exercise of the mandate conferred by the present contract.

DISTRIBUTION OF ROYALTIES

ART. 7- (I) AKM undertakes to do its utmost to obtain programs of all public performances, which take place in its Territory, and to use these programs 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 Territory of AKM shall be made in accordance with Article 3 and the distribution rules of AKM, having regarded, nevertheless, to the following paragraphs:

- a) Where all the parties interested in a work are members of a single Society other than AKM, 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 AKM, the royalties shall be distributed in

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