

buma

Socinpro
Attn. Mr. Jorge S. Costa
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Date: September 3, 2007

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Subject: Contract of Unilateral Representation

Dear Mr. Costa,

We take pleasure in returning to you, herewith, one copy of the amendment to the BUMA/SOCINPRO unilateral agreement, duly signed by our Chief Executive Officer, Mr. Cees Vervoord. We have retained one copy for our files.

We thank you for your cooperation.

Kindest regards,



Cees van Rij
Director Legal Affairs

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Vereniging Buma is de auteursrechtorganisatie van componisten, tekstdichters en muziekuitgevers.

CONTRACT OF UNILATERAL REPRESENTATION

Between the undersigned:

the **Vereeniging BUMA** (hereinafter called "BUMA"), whose registered office is in the Netherlands at Hoofddorp, Siriusdreef 22-28, represented by Mr Cees Vervoord, C.E.O.

on the one part:

and

Socinpro (hereinafter called "SOCINPRO"), whose registered office is in Brasil at Rio de Janeiro, Av. Beira Mar, 406 / 1205, Centro, 20021-060, represented by Jorge S. Costa, Director General

on the other part:

it is agreed as follows:

Art. 1. - (I) By virtue of the present contract, SOCINPRO confers on BUMA the non-exclusive right, in the territories in which this latter Society operates (as they are defined and delimited in Art. 6 (1) hereafter), to grant the necessary authorizations 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 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 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 territories in which BUMA 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.)

The public audition or public performance by mechanical means such as phonographic records, wires, sound tracks (magnetic and otherwise) etc. may only be authorized if the mechanical right owner (or his representative) has prior thereto authorized the mechanical reproduction of the sound carrier in question for the purposes of its public performance.

Authorization for wireless diffusion and transmission is subject to the condition that the broadcasting organization has received the consent of the mechanical right owner (or his representative), on the one hand for its own recordings and on the other hand for the use of sound carriers made by third parties.

The provisions of the two preceding paragraphs are not applicable in countries where law or case law do not grant the author the right to control the use of recordings the making of which he has authorized.

Authorization for performance by processes of projection (sound film) is subject to the condition that the synchronization right has been duly granted by the copyright owner (or by his representative).

- Art. 2. - (I) The non-exclusive right to authorize performances, as referred to in Art. 1, entitles BUMA, 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); to receive all sums due as indemnification or damages for unauthorized performances of the works in question;
 - 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 authorization of one of SOCINPRO, BUMA 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.

- Art. 3. - (I) In virtue of the powers conferred by Articles 1 and 2, BUMA 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. Moreover, BUMA 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, BUMA 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) BUMA 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.

- Art. 4. - SOCINPRO shall place at the disposal of BUMA 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 shall place at the disposal of BUMA 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.

BUMA 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 BUMA'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 BUMA.

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

TERRITORY

Art. 6. - (I) The territories in which BUMA operates are as follows: The Netherlands, Netherlands Antilles, Surinam, Aruba ;

(II) For purposes of satellite broadcasting, internet and cable retransmission BUMA and SOCINPRO will consider the territorial scope of the mandate given to BUMA within Europe as follows: the territory of the European Economic Area as this may be changed from time to time by further accessions to the EEA and/or EU.

DISTRIBUTION OF ROYALTIES

Art. 7. - (I) BUMA 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 BUMA shall be made in accordance with Article 3 and the distribution rules of BUMA, having regard, nevertheless, to the following paragraphs:

- a. Where all the parties interested in a work are members of a single Society other than BUMA, 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 BUMA, the royalties shall be distributed in accordance with the international index cards (that is, the index cards or equivalent notifications sent and accepted by the Societies of which the interested parties are members).

In the case of contradictory index cards or notifications, BUMA 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 creators belongs to BUMA, BUMA may distribute the royalties in accordance with its own Rules.
- 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.

- 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.

SOCINPRO 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 BUMA by means of international index cards or equivalent documentation.

- f. Where a member of BUMA has acquired the rights to adapt, arrange, re-publish 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) BUMA 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 BUMA, and BUMA 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, BUMA 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 BUMA 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 Society not making such deductions to recoup itself as far as possible from the royalties collected by it for the account of the other Society.

(IV) No part of the royalties collected by BUMA for the account of SOCINPRO in consideration of the authorizations which it grants solely for the copyright works which it is authorized to administer may be regarded as not distributable to SOCINPRO. With the exception, therefore, only of the deduction mentioned in paragraph (1) 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 BUMA for the account of SOCINPRO shall be entirely and effectively distributed to the latter.

Art. 9 - (I) BUMA shall distribute to the other 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.

In the case of modification in the monetary parity of its country (national currencies relative to the usual currency of payment), if this modification represents an effective devaluation and if the payment is made outside the aforementioned contractual period, BUMA shall use the amount of its national currency necessary in order to provide SOCINPRO with the same amount of its own currency that it would have received if the settlement had been made at the exchange rate applicable on the ninetieth day of the aforementioned contractual period; provided that SOCINPRO has complied with all the administrative procedures needed to enable BUMA to fulfill its commitment.

(II) Each payment shall be accompanied by a distribution statement in such form as to enable SOCINPRO to allocate to each interested party, whatever his membership or category as member, the royalties accruing to him. These statements, in principle, shall be three in number:

- one for general royalties
- one for radio-television
- one for sound films

They shall be uniform in style and material.

The statements of general royalties and radio-television royalties shall be established in six columns, the last of which is left blank at the disposal of the addressee Society (if possible). The other five columns shall contain: 1) composers' names (in alphabetical order); 2) for each composer, work titles (in alphabetical order); 3) interested parties; 4) share accruing to the addressee Society; and 5) royalty amounts, preferably indicated in currency of the transmitting organization, or, in default thereof, in points.

The statement concerning sound films shall also have six columns, like the preceding statements, but the first two columns, instead of indicating the names of composers and works, shall indicate respectively: 1) the film title, in the language of the country of exploitation; 2) the original title of the said film.

(III) Settlements shall be made by BUMA in the currency of its country.

(IV) BUMA shall remain responsible to SOCINPRO 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 BUMA and SOCINPRO has fallen due constitutes itself, without any formality being necessary to that effect, a formal demand on BUMA which has failed 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, between the countries of the two contracting Societies, BUMA shall:

- a) without delay, immediately after drawing up the distribution accounting for SOCINPRO, take all necessary steps and comply with all 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 supply on a regular basis to the IPI Centre of CISAC complete and detailed information on the real names and the pseudonyms of its members, including dates of decease, deletions and alterations. Furthermore BUMA undertakes to use the IPI List output as the basis for its identification of and distribution in respect of the membership of SOCINPRO.

(II) BUMA 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 modification made thereto while the present contract is in force.

Art. 11. - (I) The members of SOCINPRO shall be protected and represented by BUMA under the present contract without the said members being required by BUMA representing them to comply with any formalities and without their being required to join BUMA.

(II) 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.

DURATION

Art. 13. - The present contract shall come into force as from January 1st, 2007 and, subject to the terms of Art. 14, shall continue in force from year to year by automatic extension if it has not been determined by registered letter at least six months before the expiration of each period.

Art. 14. - Notwithstanding the terms of Article 13, the present contract may be determined immediately by one of the contracting Societies:

- a. if an alteration is made in the Articles of Association, Rules or Distribution Plan of the other Society 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 the Society represented. 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 Administrative Council may allow the representing Society a period of three months to remedy the situation thus created. When this period has expired without the necessary steps having been taken by the Society in question the present contract may be terminated by the unilaterally expressed wish of the Society represented, if it so decides;
- b. if such a legal or factual situation arises in the country of BUMA that the members of SOCINPRO are placed in a less favourable position than the members of BUMA, or if BUMA 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 Administrative Council 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, and after attempting conciliation before the body mentioned in Article 10 b) 6th paragraph of the Confederal Statutes, 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, even 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.

10/17/11

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

At Hoofddorp,
on:

For BUMA
read and approved,



Mr Cees Vervoord
C.E.O.

At
on:

For SOCINPRO
read and approved



Mr. Jorge S. Costa
Director General