

Unilateral Agreement concerning the Rights of Performers

THE UNDERSIGNED PARTIES:

C.N.R (CYPRUS NEIGHBOURING RIGHTS MANAGEMENT LTD)

Spirou Kyprianou Avenue, Matrix Tower II, 3rd Floor, 4001, Limassol, Cyprus, Phone: +357-70087100, on one hand

AND

SOCINPRO (SOCIEDADE BRASILEIRA DE ADMINISTRAÇÃO E PROTEÇÃO DOS DIREITOS INTELECTUAIS)

Presidente Wilson Avenue 210 – 9º Floor, Centro, Rio de Janeiro, Brazil, Phone: +55-21-2220-3580, on the other hand

DECLARE THAT:

- A** whereas the Contracting Parties will cooperate in order to strengthen the performers' rights and ensure an effectively functioning international administration of such rights through agreements between performers' rights administration societies;
- B** whereas the proper administration of performers' rights requires that the Contracting Parties 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;

The Contracting Parties have today made the following

AGREEMENT

ARTICLE 1: TERRITORY OF THE AGREEMENT

- 1.1 This Agreement covers the administration of performers' rights as specified in the Annex in the territory of Cyprus.
- 1.2 CNR is operating in the territory of Cyprus under Law of Cyprus on Copyright and Related Rights N59/76, as this law is amended from time to time and
- 1.3 SOCINPRO is operating in Brazil, under the Brazilian Author and Neighbouring Rights Law 9.610/98.

ARTICLE 2: AUTHORISATION TO ADMINISTER

- 2.1 SOCINPRO has been empowered by its associated right-holders, hereafter called "members", to represent them abroad by signing agreements with corresponding performers' rights administration societies in other countries.
- 2.2 In accordance with the mandates given by its members SOCINPRO empowers CNR to represent in the territory of Cyprus the members of SOCINPRO in any respect as to the use of recorded performances protected under national law, EU- law and the applicable international conventions, cf. the performers' rights specified in the annex to this Agreement.

ARTICLE 3: MEMBERSHIP

- 3.1 This Agreement only covers the rights of those performers who have authorized SOCINPRO to represent their performers' rights both within SOCINPRO's home territory as well as in the territory of CNR Heirs of deceased members can succeed in the membership.
- 3.2 Performers who are members of both Contracting Parties are not covered by this Agreement.
- 3.3 On an annual basis SOCINPRO shall provide CNR with detailed and full data based information on its members to substantiate the claims for remuneration. This information shall fulfil the technical specifications as agreed upon by both Parties.
- 3.4 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.
- 3.5 SOCINPRO shall refer to CNR all applications from performers living in the territory of Cyprus.



ARTICLE 4: REASONABLENESS AND EQUITY

4.1 The Contracting Parties agree to carry out this Agreement, and renegotiate and update it, in accordance with the principle of reasonableness and equity.

ARTICLE 5: LIABILITY

5.1 The Contracting Parties will cooperate to ensure that SOCINPRO's members receive the rightful remuneration in accordance with the national legislation and distribution schemes applying in the respective countries.

5.2 Any claim for remuneration from members of SOCINPRO covered by this Agreement, cf. article 3.1, shall be settled by SOCINPRO. Thus no such members of SOCINPRO can claim any remuneration from CNR directly.

ARTICLE 6: COOPERATION

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

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

6.3 On a practical and economic reciprocal basis - in collaboration with the performers' professional organizations - 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.

ARTICLE 7: ADMINISTRATION COSTS

7.1 The Contracting Parties cover their own costs incurred under the administration of this Agreement.

ARTICLE 8: SETTLEMENT OF DISPUTES

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

8.2 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.

8.3 The language and place of arbitration are those of the registered office of the defendant, unless otherwise agreed.

ARTICLE 9: FORCE MAJEURE AND HARDSHIP

9.1 If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with article 8. The parties will renegotiate this Agreement in good faith in order to take into account the changes that have occurred.

ARTICLE 10: UNTRANSFERRABILITY OF THIS AGREEMENT

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

ARTICLE 11: REVISION OF LEGISLATION

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

ARTICLE 12: DURATION

12.1 This Agreement shall enter into force as from 25th of August 2017 and shall remain in force until the end of the fourth calendar year following this date. The Agreement shall subsequently be automatically renewed for a period of one year at a time, 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.

For CNR
Limassol, Cyprus

Valentina Loizidou
Director



For SOCINPRO
Rio de Janeiro, Brazil

Jorge de Souza Costa
Director General

Sylvio Rodrigues Silva
Director Secretary

Handwritten signature