

CONTRACT OF UNILATERAL REPRESENTATION
(PERFORMING RIGHT)

BETWEEN

SAMRO and SOCINPRO

the undersigned:

SOUTHERN AFRICAN MUSIC RIGHTS ORGANISATION LIMITED (SAMRO), whose registered office is at SAMRO Place, 20 De Korte Street, Braamfontein, Johannesburg 2001, South Africa; represented by its Chief Executive Officer, Nicholas M. Motsatse on the one part; and

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais (SOCINPRO), whose registered office is at Av. Presidente Wilson, 210 – Gr. 09 – Centro – 20030-021 Rio de Janeiro – Rj. Represented by its President, Jorge S. Costa, on the other part.

IT IS AGREED AS FOLLOWS:

Article 1

- (I) SOCINPRO assigns exclusively to SAMRO the performing right (as defined in paragraph III of this Article), in the territory in which this latter Society operates (as defined in Article 6(I) hereafter) and the right to authorize 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 assignment of the performing right referred to in the preceding paragraph is assigned insofar as the performing 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 "performing right" includes any right that now exists or may exist in the future of performance of any musical work in public by any means whether now known or later invented and in any manner, of broadcasting of any musical work, of transmission of a musical work in a diffusion service, or of communication of any musical work to the public or authorizing or prohibiting any public performance, broadcast, diffusion, or any communication of any work to the public within the territories in which each of the contracting Societies operates.

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"Public performance" shall have a corresponding meaning and without limiting the generality of the foregoing, includes performances whether instrumental or vocal or both and whether provided by live means, by mechanical means (including but not limited to analog or digital sound recordings whether phonographic recordings, discs, wires, tapes, sound tracks and similar devices capable of reproducing sound); by processes of projection (including but not limited to videogrammes, whether sound film, tape, and similar devices capable of reproducing sound); by means of telecommunication (including but not limited to wire, radio, visual, optical or other electromagnetic system) and whether by radio or television communication, broadcast, diffusion or other transmission; and by any process whatsoever whether wired or wireless, (including but not limited to radio, television, telephonic apparatus, cable, fibre optic, satellite and similar means and devices); and whether made directly, relayed, rebroadcast or retransmitted.

- (III) Nothing shall imply authorization, consent or grant of any licenses in respect of mechanical reproduction rights or synchronization rights.

Article 2

- (I) The assignment of the performing right as referred to in Article 1, entitles SAMRO, 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 copyright owner concerned, public performances of works in the repertoire of the other Society and to issue the necessary authorizations for such performances;
 - (B) to collect all royalties required in return for the authorizations issued 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 copyright owner 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 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, SAMRO may not in any circumstances assign or transfer to a third party all or part of the exercise of the prerogatives or faculties to which it is



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otherwise entitled under the said contract and in particular under Article 2(I). Any transfer effected contrary to this clause shall be null and void without the fulfillment of any formality.

With regard to direct broadcasting by satellite, the contracting societies agree that the rights conferred by issue of Article 1 of this contract are not limited to the territories of operation, but are valid for all countries within the footprint of the satellite of which the transmissions are effected from territories within which the contracting Societies operate Except as regards a transfer limited to the administration of rights for purposes of diffusion by means of a fixed service satellite or similar device and operated in favour of a Society having concluded a reciprocal representation contract with each of the contracting Societies.

Article 3

- (I) By virtue of the powers conferred by Articles 1 and 2, SAMRO 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 by virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection Moreover, SAMRO 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, SAMRO shall apply to works in the repertoire of SOCINPRO the same tariffs, methods and means of collection and distribution of royalties as those which it applies to works in its own repertoire.

- (II) Each of the contracting Societies undertakes to send to the other Society (subject to what is agreed to hereafter in Article 7) 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, each Society undertakes, at the request of the other Society, to seek the most effective means to this end.

Article 4

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

Article 5

- (I) SOCINPRO shall place at the disposal of SAMRO all documents, records and information enabling it to exercise effective and thorough control over its

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