

Unilateral Reciprocal Performer Payment Agreement

The undersigned Parties:

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais SOCINPRO, with offices located at Av. Presidente Wilson, 210, 9º andar, Castelo, Rio de Janeiro - Brazil, CEP 20030-021

On the one hand

And

SoundExchange, Inc. ("SoundExchange"), a Delaware nonprofit organization with offices located at 733 10th Street NW, 10th Floor, Washington, District of Columbia, 20001

On the other hand

(Individually a "Contracting Party" and collectively the "Contracting Parties")

Declare that

Whereas SoundExchange has been designated by United States governmental authorities to collect royalties for certain uses of sound recordings in the United States pursuant to the statutory license codified in U.S. law;

Whereas a portion of those royalties are allocated to Featured Artists under U.S. law, whether or not they are members or registrants of SoundExchange;

Whereas SoundExchange may have royalties allocated to featured performers who are members of Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO;

Whereas Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais SOCINPRO enters into membership agreements authorizing it to collect its members royalties outside Brazil;

Whereas the purpose of this Agreement is to facilitate the payment of royalties due to the members of Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais SOCINPRO and hereby remedy difficulties arising for such members;



1

Whereas the Contracting Parties agree a proper management of the rights of performers requires the ability to effectively distribute royalties to performers as required by the Contracting Parties' respective national laws, and as far as possible in proportion to the actual use of the applicable recordings;

Whereas SoundExchange is able to pay Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO royalties to its respective members according to the same rules and at the same time of any payment to its own direct members or registrants as from the entry into force of this Agreement;

And have made the following:

AGREEMENT

Article 1 - Definitions

"Featured Artist" shall mean with respect to royalties collected, allocated, and paid out by SoundExchange, the performing group or ensemble or, if not a group or ensemble, the individual performer, identified most prominently in print on, or otherwise in connection with, the phonorecord actually being performed. Except in the case of a sound recording consisting of a compilation of sound recordings by more than one performer or group or ensemble, there will ordinarily be only one Featured Artist per phonorecord. A vocalist or soloist performing along with a group or ensemble is not a Featured Artist unless that person is identified in connection with the phonorecord as the primary performer. Where both the vocalist and soloist and the group or ensemble are identified as a single entity and with equal prominence, both the individual and the group qualify as the Featured Artist.

"Royalties" shall mean with respect to any amounts collected, allocated, and/or paid out by SoundExchange, money which is due to performers and Featured Artists, pursuant to and limited by U.S. law.

Article 2 - Territory of the Agreement

This Agreement covers the management of the rights of featured performers in the United States.

SoundExchange is operating in the United States under the United States Copyright Act, 17 U.S.C. Secs. 112 & 114.

Article 3 - Authorization to Manage

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais-SOCINPRO warrants that it is entitled to represent its respective members within



the territory determined in Article 2 and with respect to the rights as specified in Annex I to this Agreement.

In accordance with the mandates given by its members, Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO empowers SoundExchange to represent, in the United States, the members of Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO as to the use of recorded performances protected under applicable laws and international conventions, with respect to the performers' rights specified in Annex I to this Agreement.

Article 4 - Membership

This Agreement covers the rights of only those members of Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO who have authorized Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO to represent the member within the United States. Members who have authorized both Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO and SoundExchange to collect royalties for the performer for the territory of the United States are not covered by this Agreement and shall be paid directly by SoundExchange.

To the extent Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO is a member of the International Performers Database Association ("IPDA"), it shall endeavor to check the International Performers Database ("IPD") for the membership of any performer who applies for membership to Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO. In the event that a performer is found to be a member or registrant of SoundExchange (whether through the IPD or otherwise) Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO shall notify SoundExchange of such within a reasonable period of time.

Heirs of deceased members can succeed in the membership.

Article 5 - Liability

The Contracting Parties will cooperate to ensure that the members of Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO receive their rightful royalties in accordance with the national legislation and distribution rules that apply in the United States.

Any claim for royalties from members of Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO shall be settled by Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais - SOCINPRO. Thus, no such members of Sociedade Brasileira de Administração e Proteção de Direitos



