

UNILATERAL REPRESENTATION AGREEMENT
BETWEEN SOCINPRO AND ZAiKS

Between the undersigned:

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais (hereinafter referred to as SOCINPRO), whose registered office is at v. Presidente Wilson, 210 - 9º andar – Castelo, Rio de Janeiro - RJ - 20.030-021, Brazil, represented by Director General Jorge de Souza Costa and Director Secretary Sylvio Rodrigues Silva, specifically authorised for the purposes of the present contract.

On the one part

And

Stowarzyszenie Autorów ZAiKS (hereinafter referred to as ZAiKS) whose registered office is at ul. Hipoteczna 2,00-092 Warsaw; represented by its General Manager - Krzysztof Lewandowski, specifically authorised for the purposes of the present contract.

On the other part;

It is agreed as follows:

Art. 1.-

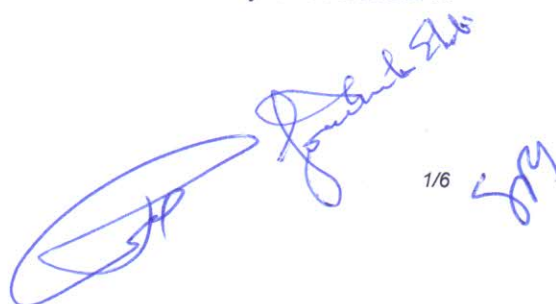
(I) By virtue of the present contract, the SOCINPRO confers on ZAiKS the non-exclusive right, in the territories in which this latter society operates (as they are defined and delimited in Art. 6 (I) hereafter), to grant the necessary authorisations for all public performances (as defined in paragraph (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 non-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 the SOCINPRO by its members, in accordance with its articles of association and rules the said works collectively constituting "the repertoire of the 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 ZAiKS 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...).

Art. 2.-

(I) The non-exclusive right to authorise performances, as referred to in Art.1, entitles ZAiKS, 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 authorisations for such performances;

b) to collect all royalties required in return for the authorisations granted by it (as provided in a) above); to receive all sums due as indemnification or damages for unauthorised performances of the works in question; to give valid receipt for the collections made and sums received as aforesaid;

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 authorisation of SOCINPRO, ZAIKS 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 Art. 2. Any transfer effected in despite of this clause shall be null and void without the fulfilment of any formality, except as regards a transfer limited to the administration of rights for purposes of diffusion by means of a fixed service satellite and operated in favour of a society having concluded a reciprocal representation contract with each of the contracting societies.

Art. 3.-

(I) In virtue of the powers conferred by Articles 1 and 2, ZAIKS undertakes to enforce within the territory in which it operates the rights of the members of the other party 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, ZAIKS 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, ZAIKS 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) ZAIKS 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.

(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, ZAIKS undertakes, at the request of SOCINPRO, to concert with SOCINPRO in seeking the most effective means to this end.

Art. 4.-

ZAIKS shall place at the disposal of SOCINPRO 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.



