

## CONTRACT OF UNILATERAL REPRESENTATION

AGREEMENT between AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED (herein after designated "APRA") whose registered office is at 1A Eden Street, Crows Nest, New South Wales, Australia, represented by BRETT ROBIN COTTLE, Chief Executive Officer, specifically authorised for the purposes of the present contract, on the one part; and

Associação de Músicos Arranjadores E Regentes (herein after designated "AMAR") whose registered office is at Av Rio Branco 18/19<sup>th</sup> Floor, Centro, Rio de Janeiro, Brasil, represented by Marcus Venicius MORORO DE ANDRADE, President, specifically authorised for the purposes of the present contract,

on the other part; it is agreed as follows:

ARTICLE 1. (I) By virtue of the present contract, AMAR confers on APRA the exclusive right, in the territories in which this latter Society operates (as they are defined and delimited in Article 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 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 AMAR by its members, in accordance with its Articles of Association and Rules, the said works collectively constituting "the repertoire of AMAR".

(III) Under the terms of the present contract, the expression "public performances" includes all sounds and performances rendered audible to the public and communicated to the public in any place whatever within the territories in which APRA 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 authorised if the mechanical right owner (or his representative) has prior thereto authorised the mechanical reproduction of the sound carrier in question for the purposes of its public performance.

Authorisation for wireless diffusion and transmission is subject to the condition that the broadcasting organisation 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 authorised.

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

**ARTICLE 2.** (I) The exclusive right to authorise performances, as referred to in Article 1. entitles APRA, 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 AMAR 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;

- 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.

With regard to direct broadcasting by satellite, the contracting societies agree that the rights conferred by virtue 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 the territory/ies in which APRA operates.

**ARTICLE 3.** (I) In virtue of the powers conferred by Articles 1 and 2, APRA undertakes to enforce within the territory in which it operates the rights of the members of AMAR 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, APRA 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, APRA shall apply to works in the repertoire of AMAR the same tariffs, methods and means of collection and distribution of royalties (subject to what is agreed hereafter in Article 7.) as those which it applies to works in its own repertoire.

(II) APRA undertakes to send to the other Society any information for which it may be asked concerning the tariffs it applies to different kinds of public performance in its own territories.

ARTICLE 4. AMAR shall furnish to APRA upon request 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 Article 2 (I) above.

ARTICLE 5. (I) AMAR shall have the right to consult all APRA'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 APRA.

(II) AMAR may accredit a representative to APRA to carry out on its behalf the check provided for in paragraph (I) above. The choice of this representative shall be subject to the approval of APRA. Refusal of such approval must be motivated.

### TERRITORY

ARTICLE 6. (I) The territories in which APRA operates are as follows:

Ashmore Island, Australia, Australian Antarctic Territory, Cartier Island, Christmas Island, Cocos (Keeling) Islands, Fiji Islands, Heard Island, Kiribati, Macquarie Island, McDonald Island, Nauru, New Guinea, New Zealand, Niue (Savage) Island, Norfolk Island, Papua, Ross Dependency, Solomon Islands, Tokelau (Union) Islands, Tuvalu and Western Samoa.

(II) For the duration of the present contract, AMAR shall refrain from any intervention within the territory of the other Society in the latter's exercise of the mandate conferred by the present contract.

### DISTRIBUTION OF ROYALTIES

ARTICLE 7. (I) APRA 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 APRA shall be made in accordance with Article 3. and the distribution rules of APRA, having regard, nevertheless, to the following paragraphs and to any subsequent amendments to International Documentation and Distribution procedures approved by the International Confederation Societies of Authors and Composers (hereafter designated "the Confederation"):

a) Where all the parties interested in a work are members of AMAR, the whole (100%) of the royalties accruing to that work shall be distributed to AMAR.

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 APRA, 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, APRA 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 APRA, APRA 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 in so far 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.

The Society 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 the distributing Society by means of international index cards or equivalent documentation.

f) Where a member of one of the Societies has acquired the rights to adapt, arrange, republish or exploit a work in the repertoire of the other Society, 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 Confederation).

**ARTICLE 8.** (I) APRA shall be entitled to deduct from the sums it collects on behalf of AMAR any such amount as may be required by law in respect of taxation and also the percentage necessary to cover APRA's effective administration expenses. This necessary percentage shall not exceed that which is deducted for this purpose from sums collected for members of APRA and APRA 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, APRA shall be entitled to deduct from the sums collected by it on behalf of the co-contracting Society 10% at the maximum, which shall be allocated to the said purposes.

**ARTICLE 9. (I)** APRA shall distribute to AMAR 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 APRA's control.

(II) Each payment shall be accompanied by a distribution statement in such form as to enable AMAR to allocate to each interested party, whatever his membership or category as member, the royalties accruing to him. These statements shall conform as far as possible to the standards recommended from time to time by the Confederation. 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.

(III) Settlements shall be made by APRA in Australian Dollars (AUD).

(IV) APRA shall remain responsible to AMAR for any error or omission which it may make in the distribution of the royalties accruing to works in the repertoire of AMAR, but APRA may decline to make any such adjustment retroactive for more than two years from the date of the claim made by AMAR or the notification of the error by APRA, whichever is the earlier.

(V) 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, APRA shall:

- a) Without delay, immediately after drawing up the distribution accounting for the other Society, 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 the other Society 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.

**ARTICLE 10. (I)** AMAR undertakes to supply on a regular basis to the CAE Centre of the Confederation (SUISA), or any documentation centre of the Confederation which may replace the CAE centre, complete and detailed information on the real names and the pseudonyms of its members, including the date of decease, deletions and alterations. Furthermore, AMAR undertakes to use the CAE List output, or any such list which may replace the CAE, as the basis for its identification of and distribution in respect of the membership of the other Society.

(II) APRA shall also provide AMAR with a copy of its current Articles of Association and Rules, including its Distribution Plan, and shall inform it of any subsequent modifications made thereto while the present contract is in force.

**ARTICLE 11. (I)** The members of AMAR shall be protected and represented by APRA under the present contract without the said members being required by APRA to comply with any formalities and without their being required to join APRA.

(II) While this contract is in force, neither of the contracting Societies may, without the consent of the other, accept as member any member of the other Society or any natural person, firm or company having the nationality of one of the countries in which the other Society operates.

(III) Nevertheless, the preceding clause shall not be interpreted as prohibiting either of the contracting Societies from accepting as members persons who enjoy refugee status in the respective territories of their operation. This membership shall not apply to the territory of the Society operating in the country of which the author is a national.

(IV) APRA undertakes not to communicate directly with members of AMAR but, if occasion arises, to communicate with them through the intermediary of AMAR.

(V) 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**

**ARTICLE 12.** The present contract is subject to the provisions of the Statutes and decisions of the International Confederation of Societies of Authors and Composers (CISAC).

### **DURATION**

**ARTICLE 13.** The present contract shall come into force as from 1 January 2001 and, subject to the terms of Article 14., shall continue in force until it has been determined by either Society by giving at least six months notice to the other Society by registered letter.

**ARTICLE 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 APRA 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 AMAR. 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 APRA the present contract may be terminated by the unilaterally expressed wish of AMAR, if it so decides;

b) If such a legal or factual situation arises in the country of one of the contracting Societies that the members of the other Society are placed in a less favourable position than the members of the Society of the said country, or if APRA puts into practice measures resulting in a boycott of the works in the repertoire of AMAR.

**LEGAL DISPUTES - JURISDICTION**

**ARTICLE 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.

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

at RIO DE JANEIRO

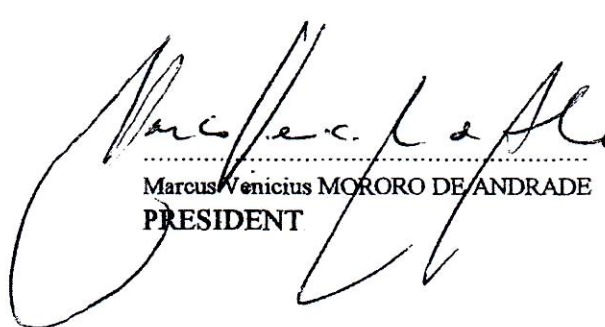
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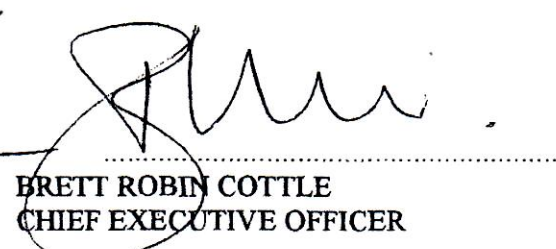
on

on 9/4/01

for and on behalf of  
AMAR

for and on behalf of  
APRA

  
.....  
Marcus Venicius MORORO DE ANDRADE  
PRESIDENT

  
.....  
BRETT ROBIN COTTLE  
CHIEF EXECUTIVE OFFICER

Jonas MARQUES  
General Manager  
AMAR  
AV. RIO BRANCO 18/19TH FLOOR  
CENTRO, CEP 20090-000  
RIO DE JANEIRO - RJ  
BRAZIL

Dear Sir

**AMENDMENT TO THE UNILATERAL REPRESENTATION AGREEMENT BETWEEN  
APRA AND AMAR OF 2001**

This letter agreement, when signed by both parties, amends the Unilateral Representation Agreement between the parties hereto of 2001 ("the Agreement") by deleting the APRA territories listed in Article 6(I) of the Agreement, and replacing them with the following:

"ARTICLE 6. (I) The territories in which APRA operates are as follows:

Ashmore Island, Australia, Australian Antarctic Territory, Cartier Island, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Federated States of Micronesia, Fiji Islands, Heard Island, Kiribati, Macquarie Island, Marshall Islands, McDonald Island, Nauru, New Zealand, Niue Island, Norfolk Island, Palau, Papua New Guinea, Ross Dependency, Solomon Islands, Tokelau (Union) Islands, Tonga, Tuvalu, Vanuatu and Western Samoa."

If you agree with the foregoing, please indicate by signing below.

Yours faithfully

**For and on behalf of APRA:**

  
\_\_\_\_\_  
Scot Morris, Director International

Date: 15/9/2009

**For and on behalf of AMAR:**

  
\_\_\_\_\_  
Date: 23/03/2010