

THIS AMENDMENT is made as of January 1, 2008

BETWEEN:

- (1) ASSOCIAÇÃO DE MÚSICOS ARRANJADORES E REGENTES (“AMAR”), Av. Rio Branco, 18, 19º Andar-Centro, Rio de Janeiro, RJ-Brazil, CEP 20.090-000,

on the one hand

AND

- (2) SOCIETE DES AUTEURS, COMPOSITEURS ET EDITEURS DE MUSIQUE (“SACEM”), 225 avenue Charles de Gaulle, 92528 Neuilly-sur-Seine cedex, France,

- (3) SOCIETE POUR L’ADMINISTRATION DU DROIT DE REPRODUCTION MECANIQUE DES AUTEURS, COMPOSITEURS ET EDITEURS DE MUSIQUE (“SDRM”), 225 avenue Charles de Gaulle, 92528 Neuilly-sur-Seine cedex, France,

on the other hand

WHEREAS:

- (A) AMAR and SACEM/SDRM entered into an agreement dated 8 March 1994 (as extended and/or amended) (the “1994 Agreement”) under which AMAR granted and continues to grant to SACEM/SDRM on a non-exclusive basis the right to license certain rights in relation to the AMAR repertoire as defined in the 1994 Agreement; and
- (B) AMAR and SACEM/SDRM wish to extend the rights granted to SACEM/SDRM on the terms set out in this Amendment; and
- (C) The licensing of the online and mobile markets is at an experimental state and this Amendment is entered into on a non-precedential basis.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Definitions

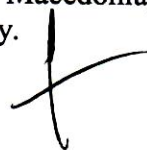
1.1 “Online Exploitation” shall be the whole or any relevant part of the process by which protected musical works with or without any associated data such as text and/or visual images are exploited in the following manner or any other manner which is of the same type or effect whether these occur through downloading or streaming or otherwise:

- (a) the recordings or reproductions are stored on a data storage medium by one or more content providers, and

- (b) the recordings or reproductions are made available (including by way of public performance) by a content provider to consumers by means of wire and/or wireless networks, i.e. Internet Protocol (IP) or similar networks or platforms (such as Wireless Application Protocol (WAP)), and in addition Short Messaging Service (SMS) or other similar mobile entertainment applications and/or
- (c) a copy of the recording or reproduction is delivered and/or made available to the consumer by such means after the consumer has accessed the service operated by a content provider which makes available copies of the stored recording or reproduction, and, where applicable,
- (d) the consumer is able to determine which recordings and in what order they are delivered (“pull”) or the content provider provides an individual and tailored service to each consumer which is determined by the consumer’s past usage or other profile (“push”), and, where applicable,
- (e) a new copy of the delivered copy of the recording may be made in the consumer’s receiving equipment.

For the avoidance of doubt the above definition includes the exploitations identified in paragraphs 1(a) through 1(e) over the Internet and other similar wired networks, as well as wireless cellular and/or other mobile networks, but expressly excludes Broadcast and Cable exploitation.

- 1.2 **“Broadcast and Cable exploitation”** shall mean traditional terrestrial (hertzian), satellite and cable, radio and television broadcast services (including so-called cable retransmission) and near-audio or near-video on demand services as both such expressions are commonly understood today (by way of examples, pay per view or pay per listen) which are in a form determined by the provider of the service and which require no action on the part of the individual consumer (including providing a user profile) other than simply turning on the reception equipment and where appropriate choosing from a selection of services whether following a payment for the service or not and provided that if any such service is exploited in a manner that comes within the definition of Online Exploitation (ignoring for these purposes the “For the avoidance of doubt” clause), that exploitation shall be considered outside the scope of the Broadcast and Cable exclusion and within the scope of this Amendment.
- 1.3 **“Term”** shall mean the period commencing on 1 January 2008 and expiring on 31 December 2008 and shall thereafter be automatically renewed for successive terms of one year, unless either party gives notice of termination prior to 1 October in any calendar year to expire on 31 December of that year.
- 1.4 **“SACEM/SDRM Territory”** shall mean the European Economic Area and Andorra, Bosnia, Croatia, Gibraltar, Macedonia, Moldova, Monaco, San Marino, Serbia, Switzerland, and Turkey.



2. Rights

AMAR hereby grants to SACEM/SDRM during the Term the non-exclusive right to license in and throughout the SACEM/SDRM Territory and/or any part or parts thereof the recording and mechanical reproduction rights through Online Exploitation of the AMAR repertoire, to the extent that AMAR has the right to license such rights. For the avoidance of doubt, the rights granted hereunder are in addition to and not in substitution for the rights granted to SACEM/SDRM by virtue of the 1994 Agreement. For the further avoidance of doubt, this Amendment does not in any way cover or concern the right of public performance.

3. Terms and Conditions of Licensing

- 3.1 SACEM/SDRM shall collect from its licensees for the exploitation of AMAR's repertoire hereunder payment on the same basis and in the same manner as it does for its own members.
- 3.2 AMAR hereby further agrees that SACEM/SDRM may appoint one or more sub-agents to exercise on SACEM/SDRM's behalf the rights granted to SACEM/SDRM hereunder, subject always to compliance by such sub-agent with the terms of this Amendment and further on the basis that SACEM/SDRM shall remain primarily liable to AMAR for all activities of such sub-agent under the terms of this Amendment.

4. Allocation of SACEM/SDRM License Fees

Where the license fees arising in respect of Online Exploitation are in respect of both performing and mechanical rights, then SACEM/SDRM will allocate such fees between the performing and mechanical rights as follows:

Type of service	Performing rights	Mechanical rights
Pure Webcasting	75%	25%
Pure Downloading	25%	75%

In the event that the SACEM Board of Directors should at any time direct that any different distribution allocation shall apply, SACEM shall promptly inform AMAR of the change in the distribution allocation taking effect, and AMAR shall be entitled to terminate this Amendment by providing upon 3 months written notice if it does not agree to accept the new distribution allocation for Online exploitation license fees.

5. Commission

During the term of this Amendment, SACEM/SDRM shall charge the same commission or administration fee as it charges to its own members in respect

of fees arising from Online Exploitation, but in no event at a rate that is higher than the commission or administration fee charged to any other recording and mechanical reproduction right organization for Online Exploitation; and, subject to and dependent upon increasing economies of scale in administering such online licenses, it shall seek to reduce such commission rate when and to the extent this is feasible.

6. Distribution

6.1 SACEM/SDRM will distribute revenue received by it and due to the other party in respect of Online Exploitation at the same time as such distribution is made by SACEM/SDRM to its other affiliated foreign societies.

6.2 It is acknowledged that there may be occasions where part or all of any license fees payable are required to be placed in escrow accounts pending determination of applicable rates by a tribunal, court or other arbitration body. SACEM/SDRM will respect the decisions of such bodies and will administer the escrow arrangements as they apply to AMAR's repertoire on AMAR's behalf.

7. Notice

All Notices under this Amendment shall be in writing and deemed received (a) when delivered in person; or (b) upon confirmed transmission by facsimile device; or (c) upon confirmation of receipt when delivered via express courier to the other party at the address set forth below:

AMAR: Av. Rio Branco, 18
19° Andar-Centro
Rio de Janeiro
RJ-Brazil
CEP 20.090-000

Attn : President of AMAR
M. Marco Venicio Mororo de Andrade

SACEM/SDRM : 225 avenue Charles de Gaulle
92528 Neuilly-sur-Seine cedex
France

Attn : Président du Directoire of SACEM
M. Bernard Miyet

With a separate copy to : General Manager of SDRM
M. Thierry Desurmont



8. Miscellaneous

8.1 It is acknowledged that the rights granted to SACEM/SDRM are non-exclusive and AMAR is free to grant the same or similar extension of rights to other societies in the other party's territory.

8.2 The parties will have regular discussions about all issues and matters pertaining to this Amendment and the administration thereof.

9. Saving Provisions

Except to the extent expressly modified by the terms of this Amendment, the 1994 Agreement and any and all procedures operated as between the parties to date in pursuance thereof (unless and until otherwise agreed) shall continue to apply and have full force and effect both in respect of the rights granted under the 1994 Agreement and under this Amendment.

IN WITNESS WHEREOF the parties have caused this Amendment to be executed by their respective authorized officers on the date first above written.

SOCIETE DES AUTEURS,
COMPOSITEURS ET EDITEURS
DE MUSIQUE

ASSOCIAÇÃO DE MÚSICOS
ARRANJADORES E REGENTES

By 

By 

Name: Bernard Miyet
Title: Chief Executive

Name: William Netto
Title: General Manager duly authorised thereto

SOCIETE POUR L'ADMINISTRATION DU DROIT DE REPRODUCTION
MECANIQUE DES AUTEURS, COMPOSITEURS ET EDITEURS DE MUSIQUE

By 

Name: Thierry Desurmont
Title: General Manager